Court File No. CV-16-11271-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.	)	MONDAY, THE 12TH
	)	
JUSTICE NEWBOULD	)	DAY OF SEPTEMBER, 2016

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

AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT WITH RESPECT TO HORSEHEAD HOLDING CORP., HORSEHEAD CORPORATION, HORSEHEAD METAL PRODUCTS, LLC, THE INTERNATIONAL METALS RECLAMATION COMPANY, LLC AND ZOCHEM INC. (collectively, the "Debtors")

APPLICATION OF ZOCHEM INC.
UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT

RECOGNITION AND DISCHARGE ORDER

THIS MOTION, made by Zochem Inc. ("**Zochem**") in its capacity as the foreign representative (the "**Foreign Representative**") of the Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form enclosed in the Motion Record, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Aaron Collins sworn September 9, 2016 and the Fourth Report of Richter Advisory Group Inc. ("**Richter**") in its capacity as information officer (the "**Information Officer**") dated September 9, 2016 (the "**Fourth Report**") and on hearing the submissions of counsel for the Foreign Representative, counsel to the Information Officer, counsel to the Ad Hoc Group of Senior Secured Noteholders and post-petition lenders (the "**DIP Lenders**") and Cantor Fitzgerald Securities, as administrative

counsel to the Zochem independent director

agent, and no one else appearing although duly served as appears from the affidavits of service of Jacqueline Goslett sworn September 9, 2016, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

INFORMATION OFFICER'S REPORT

2. **THIS COURT ORDERS** that the Fourth Report and the activities of the Information Officer described therein be and are hereby approved.

RECOGNITION

3. **THIS COURT ORDERS** that the following orders (the "**Foreign Orders**") of the United States Bankruptcy Court for the District of Delaware made in the proceedings commenced by the Debtors in the U.S. Court for the District of Delaware under chapter 11 of title 11 of the United States Code are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

(a) Findings of Fact, Conclusions of Law, and Order Confirming Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code entered September 9, 2016 (the "**Confirmation Order**"), attached as **Schedule "A"** to this Order; and

(b) Order (I) Approving the Unit Purchase and Support Agreement and Authorizing the Debtors to Honor their Obligations Thereunder; and (II) Granting Related Relief entered September 9, 2016, attached as **Schedule "B"** to this Order,

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to the Debtors' current and future assets, undertakings and properties of every nature and kind whatsoever, where situate in Canada, including all proceeds thereof.

4. **THIS COURT ORDERS** that that the Debtors are authorized, directed and permitted to take all such steps and actions, and do all things necessary or appropriate to implement their Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code (the "**Plan**") and the transactions contemplated thereby in accordance with and subject to the terms of the Plan, and to enter into, execute, deliver, implement and consummate all the steps, transactions and agreements contemplated by the Plan.

5. **THIS COURT ORDERS** that that the Debtors are authorized and directed to execute, deliver, and implement the Unit Purchase and Support Agreement (attached to Schedule "B") (the "**UPA**"), as may be amended from time to time in accordance with the terms thereof and the Debtors are authorized and directed to take any and all actions necessary to perform their obligations thereunder. The UPA is binding and enforceable against the Debtors and the Plan Sponsors (as defined in the UPA) in accordance with its terms.

6. **THIS COURT ORDERS** that, as of the Effective Date (as such term is defined in the Plan), each creditor of the Debtor shall be deemed to have consented and agreed to all of the provisions of the Plan in their entirety and, in particular, each creditor shall be deemed:

(a) to have executed and delivered to the Debtors all consents, releases or agreements required to implement and carry out the Amended Plan in its entirety; and

(b) to have agreed that if there is any conflict between, (i) the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such creditors and the Debtors as of the Effective Date, and (ii) the provisions of the Plan and/or the Confirmation Order, the provisions of the Plan or the Confirmation Order, as applicable, take precedence and priority and the provisions of such agreement or other arrangement shall be deemed to be amended accordingly.

7. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy, receivership or other order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), the CCAA or otherwise in respect of any of the Debtors and any bankruptcy, receivership or other order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made or deemed to be made in respect of any of the Debtors;

the transactions contemplated by the Plan shall be binding on any trustee in bankruptcy, receiver or monitor that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA, the CCAA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT ORDERS** that, without limiting anything in this Order, the releases, third-party releases, exculpations and injunctions set forth in the Confirmation Order and set out in Article VIII of the Plan shall be effective in Canada immediately or on the Effective Date, as applicable, in accordance with the Confirmation Order and the Amended Plan, without further act or order.

DISCHARGE AND RELEASE OF INFORMATION OFFICER

9. **THIS COURT ORDERS** that promptly upon (a) receipt of the notice from Zochem described in paragraph 11 of this Order and (b) payment of all amounts owing to the Information Officer and its counsel, the Information Officer shall deliver to the Debtors a certificate (the "**Information Officer's Certificate**") in substantially the form attached as **Schedule "C"** to this Order and shall file a copy of such Information Officer's Certificate with the Court as soon as practicable thereafter.

10. **THIS COURT ORDERS** that, upon the delivery by the Information Officer of the Information Officer's Certificate to the Debtors as contemplated in paragraph 9:, (a) the Stay Period as defined in the Supplemental Order made February 5, 2016 in these proceedings (the

"**Supplemental Order**") shall terminate; (b) the Administrative Charge established in the Supplemental Order shall be discharged; and (c) these proceedings shall be terminated.

11. **THIS COURT ORDERS** that Zochem shall provide written notice of the occurrence of the Effective Date to the Information Officer forthwith upon the occurrence of the Effective Dated.. The Information Officer may rely on written notice from Zochem that the Effective Date has occurred and shall incur no liability with respect to the delivery or filing of the Information Officer's Certificate, save and except for any gross negligence or wilful misconduct on its part.

12. **THIS COURT ORDERS** that, upon delivery of the Information Officer's Certificate to the Debtors as contemplated in paragraph 9, Richter shall be discharged as Information Officer of the Debtors and all duties associated therewith. Notwithstanding its discharge herein, (a) Richter shall remain Information Officer for the performance of such incidental duties as may be required to complete the administration of these proceedings and (b) the Information Officer shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, and protections and stays of proceeding in favour of Richter in its capacity as Information Officer.

13. **THIS COURT ORDERS** that, upon delivery of the Information Officer's Certificate to the Debtors as contemplated in paragraph 9, Richter be and is hereby released and discharged from any and all liability that Richter now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Richter while acting in its capacity as Information Officer herein, save and except for any gross negligence or wilful misconduct on the Information Officer's part. Without limiting the generality of the foregoing, upon filing of the Information Officer's Certificate, Richter is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within proceeding, save and except for any gross negligence or wilful misconduct on the Information Officer's part.

14. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Information Officer in any way arising from or related to its capacity or conduct as Information Officer except with prior leave of this Court on not less than fifteen (15) days prior written notice to the Information Officer.

15. **THIS COURT ORDERS** that the Information Officer be at liberty to bring a motion to this Court, on notice to the service list, seeking approval of its accounts and that of its counsel prior to the Effective Date (such hearing date, the "**Fee Approval Hearing Date**").

16. **THIS COURT ORDERS** that a further hearing shall be held on the Fee Approval Hearing Date, at which time any party in interest may seek to vary the provisions of paragraphs 13 and 14 of this Order. Materials of any party in interest seeking to vary such provisions shall be served on the service list not later than five (5) days prior to the Fee Approval Hearing Date.

AID AND ASSISTANCE

17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Debtors, the Foreign Representative, the Information Officer, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that each of the Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

ENTERED AT / INSCRIT À TORONTO
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SEP 12 2016

PER / PAR:

SCHEDULE "A"

[attached]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
HORSEHEAD HOLDING CORP., et al.,[1]	)	Case No. 16-10287 (CSS)
Debtors.	)	Jointly Administered

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING DEBTORS' SECOND AMENDED JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

The above-captioned debtors and debtors in possession (collectively, the "Debtors"), having:[2]

a. commenced, on February 2, 2016 (the "Petition Date"), these cases (these "Chapter 11 Cases") by filing voluntary petitions in the United States Bankruptcy Court for the District of Delaware (this "Court") for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and, on February 5, 2016, obtained an order of the Ontario Superior Court of Justice (Commercial List) recognizing the Chapter 11 Cases as foreign main proceedings under Part IV of the Companies' Creditors Arrangement Act;

b. continued to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

c. filed, on April 13, 2016, the *Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 604] (the "April 13 Plan"), and, on April 14, 2016, the *Disclosure Statement for the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 605] (the "April 14 Disclosure Statement"), which April 13 Plan, April 14 Disclosure Statement, and related documents were subsequently revised or supplemented;

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1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Horsehead Holding Corp. (7377); Horsehead Corporation (7346); Horsehead Metal Products, LLC (6504); The International Metals Reclamation Company, LLC (8892); and Zochem Inc. (4475). The Debtors' principal offices are located at 4955 Steubenville Pike, Suite 405, Pittsburgh, Pennsylvania 15205.

2 Unless otherwise noted herein, capitalized terms not defined in these findings of fact, conclusions of law, and order (collectively, this "Confirmation Order") shall have the meaning(s) ascribed to them, as applicable, in the Disclosure Statement (as defined herein) or the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code (with Technical Modifications)* (Docket Nos. 1566, 1583), dated August 26, 2016, attached hereto as **Exhibit A** (the "Plan"). The rules of interpretation set forth in Article I.B of the Plan shall apply to this Confirmation Order.

d. obtained, on July 11, 2016, entry of *Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief* [Docket No. 1273] (the "Exclusivity Order"), which extended the Debtors' exclusive period to file a chapter 11 plan under section 1121 of the Bankruptcy Code through August 30, 2016, and extended the Debtors' exclusive period to solicit votes on a chapter 11 plan through October 29, 2016;

e. filed, on July 15, 2016, the *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1309] (the "July 15 Plan"), and the *Debtors' Second Amended Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1310] (the "Disclosure Statement"), which each amended the April 13 Plan and the April 14 Disclosure Statement, respectively;

f. obtained, on July 11, 2016, entry of the *Order (I) Approving the Debtors' Second Amended Disclosure Statement for the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code; (II) Approving Certain Dates Related to Plan Confirmation; (III) Approving Procedures for Soliciting, Voting, and Tabulating Votes On, and For Filing Objections To, the Plan and Approving the Forms of Ballots and Notices; and (IV) Granting Related Relief* [Docket No. 1274] (the "Disclosure Statement Order"), which, among other things, (i) approved the Disclosure Statement as having adequate information, as required under section 1125(a) of the Bankruptcy Code, and (ii) authorized the Debtors to solicit votes with regard to the acceptance or rejection of the July 15 Plan;

g. obtained, on July 12, 2016, an order recognizing and giving effect to the Disclosure Statement Order from the Canadian Court;

h. caused, on July 18, 2016, and continuing thereafter (the "Solicitation Date"), solicitation materials and notice of the deadline for objecting to confirmation of the July 15 Plan to be distributed consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order, as evidenced by, among other things, the *Affidavit of Service of Solicitation Materials* [Docket No. 1409] (the "Solicitation Affidavit"), filed on July 29, 2016;

i. filed, on August 1, 2016, the *Debtors' Motion for an Order Pursuant to Bankruptcy Code Sections 105 & 363 and Bankruptcy Rule 9019 Approving Compromise of Controversy With Indenture Trustee, Ad Hoc Secured Noteholders Committee and First American Title Insurance Company* [Docket No. 1415] (the "First American Settlement Motion," and such underlying settlement, the "First American Settlement"), which, among other things, provides for the settlement of certain claims held by U.S. Bank, National Association, as trustee and collateral agent of the Debtors' Secured Notes;

j. filed, on August 9, 2016 and August 17, 2016, the *Supplement to the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket Nos. 1443, 1477, and 1555] (collectively, the "Plan Supplement");

k. filed, on August 18, 2016, an amended General Unsecured Creditor Cash Pool Exhibit [Docket No. 1483], which amended **Exhibit A** to the July 15 Plan (the "Exhibit A Amendment"), and caused such amended exhibit to be served on all Holders of Other General Unsecured Claims, as evidenced by the *Affidavit of Service* filed on August 22, 2016 [Docket No. 1516];

l. filed, on August 26, 2016, the Plan and a comparison of the Plan to the July 15 Plan to identify modifications to the July 15 Plan (collectively, and together with the Exhibit A Amendment, the "Plan Modifications") [Docket Nos. 1566, 1583];

m. filed, on August, 26, 2016, 2016, the *Declaration of Joseph Arena on Behalf of Epiq Bankruptcy Solutions, LLC Regarding Voting and Tabulation of Ballots Accepting and Rejecting Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1554] (the "Voting Report");

n. filed, on August, 26, 2016 the *Debtors' (I) Memorandum of Law in Support of Confirmation of the Debtors' Second Amended Joint Plan Of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code and (II) Omnibus Response to Objections Thereto* [Docket Nos. 1574, 1578] (the "Confirmation Brief"), and the appendix to the Confirmation Brief [Docket No. 1588];

o. filed, on August 26, 2016, the *Declaration of Andrew Torgove in Support of Confirmation of the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1577] (the "Torgove Declaration"); and

p. filed, on August 26, 2016, the *[Draft] Findings of Fact, Conclusions of Law, and Order Confirming Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1572].

This Court having:

a. entered the *Agreed Scheduling Order* on July 26, 2016 [Docket No. 1379];

b. set August 30, 2016 at 10:00 a.m. prevailing Eastern Time as the date and time for the commencement of the Confirmation Hearing pursuant to Bankruptcy Rules 3017 and 3018, and sections 1126, 1128, and 1129 of the Bankruptcy Code;

c. reviewed the Plan, the Disclosure Statement, the Confirmation Brief, the Torgove Declaration, the Voting Report, and all other pleadings, exhibits, statements, responses, and comments regarding Confirmation, including all objections,

statements, and reservations of rights filed by parties in interest on the docket of these Chapter 11 Cases;

d. held the Confirmation Hearing;

e. heard the statements, arguments, and objections made by counsel in respect of Confirmation of the Plan;

f. considered all oral representations, testimony, documents, filings, and other evidence regarding Confirmation;

g. overruled any and all objections to the Plan and to Confirmation, and all statements and reservations of rights not consensually resolved or withdrawn, unless otherwise indicated; and

h. reviewed evidence proffered or adduced and all arguments made at the hearings held before this Court during the pendency of these Chapter 11 Cases.

NOW, THEREFORE, this Court having found that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation having been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby; and the record of these Chapter 11 Cases and the legal and factual bases set forth in the documents filed in support of Confirmation and presented at the Confirmation Hearing establish just cause for the relief granted in this Confirmation Order; and after due deliberation thereon and good cause appearing therefor, this Court hereby makes and issues the following findings of fact, conclusions of law, and order:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

A. Findings of Fact and Conclusions of Law.

1. The findings of fact and the conclusions of law set forth in this Confirmation Order constitute findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by this Court at the Confirmation Hearing in

relation to Confirmation are hereby incorporated into this Confirmation Order to the extent not inconsistent herewith. To the extent that any of the following constitutes a finding of fact or conclusion of law, it is adopted as such. To the extent any finding of fact or conclusion of law set forth in this Confirmation Order (including any findings of fact or conclusions of law announced by this Court at the Confirmation Hearing and incorporated herein) constitutes an order of this Court, it is adopted as such.

B. Jurisdiction and Venue.

2. This Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed. Venue in this Court was proper as of the Petition Date and remains proper under 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2).

C. Eligibility for Relief.

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

D. Commencement and Joint Administration of these Chapter 11 Cases.

4. On the Petition Date, the Debtors commenced these Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. On February 3, 2016, this Court entered an order [Docket No. 49] authorizing the joint administration and procedural consolidation of these Chapter 11 Cases in accordance with Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases.

5. On February 16, 2016, the U.S. Trustee appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the "Creditors' Committee") [Docket No. 129]. On May 2, 2016, this Court entered an order directing the appointment of an official committee of equity security holders of Horsehead Holding [Docket No. 857]. On May 13, 2016, the U.S. Trustee appointed an official committee of equity security holders of Horsehead Holding [Docket No. 918].

E. Judicial Notice.

6. This Court takes judicial notice of (and deems admitted into evidence for purposes of Confirmation) the docket of these Chapter 11 Cases maintained by the Clerk of the Court or its duly appointed agent, including all pleadings and other documents on file, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before this Court during these Chapter 11 Cases. Any resolution of objections to Confirmation explained on the record at the Confirmation Hearing is hereby incorporated by reference. All unresolved objections, statements, informal objections, and reservations of rights, if any, related to the Plan or Confirmation are overruled on the merits.

F. Plan Supplement.

7. On August 9, 2016 [Docket No. 1443], and continuing thereafter on August 17, 2016 [Docket No. 1477], on August 25, 2016 [Docket No. 1555], and on August 30, 2016 [Docket No. 1602], the Debtors caused the Plan Supplement to be filed with this Court. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents were good and proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order, and the facts and circumstances of these Chapter 11 Cases. No other or further notice is or will be required with respect to the Plan Supplement. All documents included in the Plan Supplement are integral to, part of, and

incorporated by reference into the Plan. Subject to the terms of the Plan, the Debtors, with the consent of the Requisite Plan Sponsors, reserve the right to alter, amend, update, or modify the Plan Supplement before the Effective Date subject to compliance with the Bankruptcy Code and the Bankruptcy Rules.

G. Modifications to the Plan.

8. The modifications to the Plan described or set forth in this Confirmation Order, including the Plan Modifications, constitute technical changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest. The Plan Modifications are consistent with the disclosures previously made pursuant to the Disclosure Statement and solicitation materials served pursuant to the Disclosure Statement Order, and notice of the Plan Modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases.

9. In accordance with Bankruptcy Rule 3019, these modifications, including the Plan Modifications, do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

H. Objections Overruled.

10. Any resolution of objections to Confirmation explained on the record at the Confirmation Hearing is hereby incorporated by reference. Except as otherwise set forth in this Confirmation Order, all unresolved objections, statements, and reservations of rights are hereby overruled on the merits.

I. **Financing Orders.**

11. On February 4, 2016, this Court entered the *Interim Order (A) Authorizing the Debtors to Obtain Postpetition Secured Financing Pursuant to Section 364 of the Bankruptcy Code, (B) Authorizing the Debtors to Use Cash Collateral, (C) Granting Adequate Protection to the Prepetition Secured Parties, (D) Scheduling a Final Hearing, and (E) Granting Related Relief* [Docket No. 81], and on March 3, 2016, this Court entered the *Final Order (A) Authorizing the Debtors to Obtain Postpetition Secured Financing Pursuant to Section 364 of the Bankruptcy Code, (B) Authorizing the Debtors to Use Cash Collateral, (C) Granting Adequate Protection to the Prepetition Secured Parties, (D) Scheduling a Final Hearing, and (E) Granting Related Relief* [Docket No. 252] (the "Final DIP Order").

J. **Disclosure Statement Order.**

12. On July 11, 2016, this Court entered the Disclosure Statement Order, which, among other things: (a) approved the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017; (b) approved the solicitation procedures; (c) fixed August 19, 2016, at 5:00 p.m. (prevailing Eastern Time), as the deadline for voting to accept or reject the Plan (the "Voting Deadline"), as well as the deadline for objecting to the Plan (the "Plan Objection Deadline"); and (d) fixed August 30, 2016, at 10:00 a.m. (prevailing Eastern Time), as the commencement of the Confirmation Hearing.

K. **Transmittal and Mailing of Materials; Notice.**

13. As evidenced by the *Affidavit of Service* filed on August 25, 2016 [Docket No. 1551], the Solicitation Affidavit, and the Voting Report, due, adequate, and sufficient notice of entry of the Disclosure Statement Order, the Plan, the Plan Supplement, and notice of the Assumed Executory Contract and Unexpired Lease Schedule (collectively, such Executory

Contracts and Unexpired Leases, the "Assumed Contracts") and related cure amounts and the procedures for objecting thereto and resolution of disputes by this Court thereof, has been given to, as applicable: (a) all known Holders of Claims and Interests; (b) parties that requested notice in accordance with Bankruptcy Rule 2002; (c) all non-Debtor counterparties to Executory Contracts and Unexpired Leases; and (d) all taxing authorities listed on the Debtors' Schedules or Claims Register; each in substantial compliance with the Disclosure Statement Order and Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), and no other or further notice is or shall be required. Due, adequate, and sufficient notice of the Plan Objection Deadline, the Confirmation Hearing (as may be continued from time to time), and any other applicable bar dates and hearings described in the Disclosure Statement Order, were given in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order, and no other or further notice is or shall be required.

L. Solicitation.

14. The Debtors solicited votes for acceptance and rejection of the Plan in good faith, and such solicitation complied with sections 1125, 1126, and all other applicable sections of the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, the Disclosure Statement Order, and all other applicable rules, laws, and regulations.

M. Voting Report.

15. Prior to the Confirmation Hearing, the Debtors filed the Voting Report [Docket No. 1554]. The procedures used to tabulate the ballots were fair and conducted in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations.

16. As set forth in the Plan, Holders of Claims in Classes 4, 5, 6, 7, and 8B (collectively, the "Voting Classes") for each of the Debtors were eligible to vote on the Plan

pursuant to the solicitation procedures. In addition, Holders of Claims in Classes 1, 2, 3, and 8A are Unimpaired and conclusively presumed to accept the Plan and, therefore, are not entitled to vote to accept or reject the Plan. Holders of Claims or Interests in Classes 9, 10, 11, and 12 (collectively, the "Deemed Rejecting Classes") are Impaired under the Plan, are entitled to no recovery under the Plan, and are therefore deemed to have rejected the Plan.

17. As evidenced by the Voting Report, each of the Voting Classes voted to accept the Plan for each Debtor other than with respect to the Convertible Notes Claims (i.e., Class 6 with respect to Horsehead Holding).

N. Bankruptcy Rule 3016.

18. The Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and Plan with this Court, thereby satisfying Bankruptcy Rule 3016(b).

O. Burden of Proof.

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

P. The Global Settlement.

20. The Plan embodies the terms of, and incorporates, a global settlement (the "Global Settlement") among the Debtors, the Creditors' Committee, and the Ad Hoc Group of Noteholders (collectively, the "Settlement Parties"), as further described in Article V.I of the Disclosure Statement. The Global Settlement was negotiated in good faith and at arm's-length by the Settlement Parties and their advisors. As discussed further below, the Global Settlement

also contemplates a contribution of cash in the amount of $3,000,000 to the Debtors by First American in full and final satisfaction of First American's obligations under the First American Title Policies, as required by the First American Settlement Agreement. The Global Settlement significantly improves the treatment of Holders of Unsecured Claims under the Plan, versus the April 13 Plan, and resolves otherwise lengthy, costly, and uncertain litigation that would likely have presented substantial risks of significantly reduced creditor recoveries.

21. The Global Settlement, as incorporated in the Plan: (a) is a permitted means of implementing the Plan pursuant to section 1123(b) of the Bankruptcy Code; (b) is an integral element of the transactions contemplated by the Plan; (c) confers material benefits on, and is in the best interests of, the Debtors, the Debtors' estates, and their stakeholders; (d) is fair and equitable, and represents a resolution within the range of reasonableness; and (e) is consistent with sections 105, 1123, and 1129 of the Bankruptcy Code, other provisions of the Bankruptcy Code, Bankruptcy Rule 9019, and other applicable law. Accordingly, the Global Settlement is in the best interests of the Debtors' Estates.

1. The Global Settlement Fairly Resolves Claims and Causes of Action at Issue.

22. As set forth in the Confirmation Brief, the Debtors undertook an independent investigation of the claims or causes of action asserted by the Creditors' Committee, including pursuant to the Creditors' Committee Standing Motion and the Creditors' Committee D&O Claims, which are settled and resolved pursuant to the Global Settlement. Based on that investigation and analysis, the Debtors determined that prosecution of such claims or causes of action would be of limited value to their Estates. Among other things, in the Debtors' view, prosecution of such claims would be of limited value because the parties subject to the Creditors' Committee D&O Claims faithfully discharged their fiduciary duties to the Debtors. Additionally, the Debtors determined that even if some value could be realized for non-Zochem

general unsecured creditors by prosecution of either the causes of action set forth in the Creditors' Committee Standing Motion or the Creditors' Committee D&O Claims, any such value would be (a) highly speculative, (b) subject to litigation risk, and (c) difficult and time consuming to unlock. Ultimately, the Debtors determined that the prosecution of these causes of action would provide less value to the Debtors' Estates than the value provided for under the Plan.

23. This Court therefore finds that the Global Settlement fairly resolves the Claims and Causes of Action at issue.

2. The Global Settlement Resolves Litigation That Would Have Been Lengthy, Costly, and Complex.

24. Absent the Global Settlement, the Debtors and the Settlement Parties might have been required to litigate, among other things, issues of derivative standing, Intercompany Claims, the value of assets subject to claims asserted pursuant to the Creditors' Committee Standing Motion, and the allocation of value of with respect to such assets among the Debtors' various prepetition and postpetition secured and unsecured creditors, as well as the impact of the claims (including adequate protection claims) arising under the Final DIP Order with respect to each of the foregoing. This undertaking likely would have required substantial discovery, expert testimony, and fact finding, and could have unduly prolonged these Chapter 11 Cases.

25. This Court therefore finds that the Global Settlement resolves what could have otherwise been lengthy, costly, and complex litigation.

3. The Global Settlement Is in the Best Interest of these Chapter 11 Estates.

26. The Global Settlement eliminates the need for complex and uncertain litigation and provides significant recoveries to creditors in the near term. The Global Settlement also holds overwhelming support from the Debtors' prepetition unsecured creditors, as demonstrated

by the Voting Report. The Global Settlement: (a) represents a sound exercise of the Debtors' business judgment; (b) was negotiated in good faith and at arm's-length; (c) is a good faith settlement and compromise; (d) is in the best interests of the Debtors and their Estates; and (e) is fair, equitable, and reasonable under the circumstances of the Chapter 11 Cases. Pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, in consideration for the classification, distribution, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and full and final settlement of all Claims or controversies resolved pursuant to the Plan and the Global Settlement, including, without limitation, any and all claims and causes of action or disputes that could have been brought against the Secured Notes Collateral Agent or Holders of the Secured Notes by the Creditors' Committee (whether in its own capacity or by and on behalf of the Debtors' Estates). This Court therefore finds that the Global Settlement is in the best interests of the Debtors' Estates.

Q. Horsehead Holding is Insolvent.

27. As demonstrated by the evidence adduced at the Confirmation Hearing, this Court finds that Horsehead Holding is insolvent. Pursuant to the testimony presented at the Confirmation Hearing and the Torgove Declaration, the enterprise value of the Debtors is insufficient to support a distribution to holders of Section 510(b) Claims and Existing Interests in Horsehead Holding under absolute priority principles under section 1129(b) of the Bankruptcy Code. Accordingly, Holders of Section 510(b) Claims and Existing Interests in Horsehead Holding are entitled to receive no recovery on account of such Claims against and Interests in Horsehead Holding.

R. **Compliance with the Requirements of Section 1129 of the Bankruptcy Code.**

28. The Plan complies with all applicable provisions of section 1129 of the Bankruptcy Code.

1. Section 1129(a)(1)—Compliance with Applicable Provisions of the Bankruptcy Code.

29. The Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123, as required by section 1129(a)(1) of the Bankruptcy Code.

(i) Sections 1122 and 1123(a)(1)—Proper Classification.

30. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. In accordance with sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into thirteen (13) different Classes, based on differences in the legal nature or priority of such Claims against and Interests in each Debtor (other than Administrative Claims, Professional Fee Claims, DIP Facility Claims, and Priority Tax Claims, which are addressed in Article II of the Plan and are required not to be designated as separate Classes by section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of such Claims and Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, Holders of Claims or Interests. Each Class of Claims or Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. Accordingly, the requirements of sections 1122(a), 1122(b), and 1123(a)(1) of the Bankruptcy Code have been satisfied.

(ii) Section 1123(a)(2)—Specification of Unimpaired Classes.

31. Article III of the Plan specifies that Claims in Classes 1, 2, 3, and 8A are Unimpaired under the Plan. Additionally, Article II of the Plan specifies that Administrative

Claims, Professional Fee Claims, DIP Facility Claims, and Priority Tax Claims are Unimpaired, although these Claims are not classified under the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

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

32. Article III of the Plan specifies the treatment of each Impaired Class under the Plan, including Classes 4, 5, 6, 7, 8B, 9, 10, 11, and 12. Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

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

33. Article III of the Plan provides the same treatment to each Claim or Interest in any particular Class, as the case may be, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.

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

34. Pursuant to section 1123(a)(5) of the Bankruptcy Code, Article IV and various other provisions of the Plan specifically provide in detail adequate and proper means for the Plan's implementation, including: (a) the good-faith compromise and general settlement of Claims; (b) the issuance of the New Common Equity; (c) Cash proceeds from the purchase of New Common Equity pursuant to the UPA; (d) the issuance of the Warrants; (e) the issuance of Additional Capital Commitment Units; (f) the First American Payment; (g) the authorization to effectuate the Restructuring Transactions; (h) the general authority for all corporate and limited liability company (as applicable) actions necessary to effectuate the Plan; (i) the authorization to assume the D&O Liability Insurance Policies; (j) the appointment of the New Boards; (k) the preservation of Causes of Action; (l) the exemption from the registration and prospectus delivery requirements of section 5 of the Securities Act; (m) the authorization and adoption of the New

Limited Liability Company Agreement; (n) the authorization and the adoption and filing of the certificate of formation for Reorganized Horsehead and a certificate of conversion converting Horsehead Holding Corp. from a Delaware corporation to a Delaware limited liability company as Reorganized Horsehead (such certificates, collectively, the "Reorganized Horsehead Certificate of Conversion"); and (o) the exemption from certain taxes and fees to the extent provided in the Plan. Moreover, the Debtors or the Disbursing Agent, as applicable, will have, immediately upon the Effective Date, sufficient Cash to make all payments required on the Effective Date pursuant to the terms of the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

(vi) Section 1123(a)(6)—Voting Power of Equity Securities.

35. The Plan does not contemplate the issuance of non-voting equity securities to the extent prohibited by section 1123(a)(6) of the Bankruptcy Code, thereby satisfying section 1123(a)(6) of the Bankruptcy Code.

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

36. The identity and affiliations of the members of the New Boards, to the extent known, are set forth in **Exhibit D** to the Plan Supplement. The selection of the New Boards is consistent with the interests of Holders of Claims and Interests and public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

(viii) Section 1123(b)—Discretionary Contents of the Plan.

37. The Plan's discretionary provisions comply with section 1123(b) of the Bankruptcy Code and are not inconsistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b) of the Bankruptcy Code.

(a) Section 1123(b)(1)—Impairment/Unimpairment of Claims and Existing Interests.

38. Pursuant to Article III.A of the Plan, Classes 1, 2, 3, and 8A are unimpaired, and Classes 4, 5, 6, 7, 8B, 9, 10, 11, and 12 are impaired, as contemplated by section 1123(b)(1) of the Bankruptcy Code.

(b) Sections 1123(b)(2) and 1123(d)—Executory Contracts and Unexpired Leases.

39. Article V of the Plan governs the assumption or rejection of the Debtors' Executory Contracts and Unexpired Leases not previously assumed, assumed and assigned, or rejected pursuant to section 365 of the Bankruptcy Code.

40. On the Effective Date, except as otherwise provided in the Plan, all Executory Contracts or Unexpired Leases will be deemed rejected as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (a) previously were assumed or rejected by the Debtors; (b) are identified on the Assumed Executory Contract and Unexpired Lease Schedule; (c) are the subject of a motion to assume such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such assumption is on or after the Effective Date; or (d) are CBAs.

41. Pursuant to section 365(a) and 1123 of the Bankruptcy Code, entry of this Confirmation Order constitutes approval of (a) assumption of the Executory Contracts or Unexpired Leases listed on the Assumed Executory Contract and Unexpired Lease Schedule, and (b) the rejection of any Executory Contracts or Unexpired Leases that will be deemed rejected pursuant to the Plan and paragraph 40 of this Confirmation Order. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by this Court on or after the Effective Date by a Final Order.

42. The Debtors initially filed the Assumed Executory Contract and Unexpired Lease Schedule, **Exhibit B-1** to the Plan Supplement, on August 9, 2016 [Docket No. 1443] and supplemented the Assumed Executory Contract and Unexpired Lease Schedule on August 30, 2016 [Docket No. 1602]. The Debtors have provided sufficient notice to each non-Debtor counterparty to the Executory Contracts and Unexpired Leases of the treatment of such contracts described above. The Debtors have also provided adequate assurance of future performance in accordance with section 365 of the Bankruptcy Code.

43. Article V.C of the Plan provides for satisfaction of default claims associated with each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan in accordance with section 365(b)(1) of the Bankruptcy Code. All cure amounts will be determined in accordance with the underlying agreements, the Assumed Executory Contract and Unexpired Lease Schedule, and applicable bankruptcy and nonbankruptcy law. Any amounts due pursuant to a CBA shall be paid in the ordinary course and any disputes regarding amounts due pursuant to a CBA shall be resolved through the dispute resolution procedure of the CBA. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

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

44. **Compromise and Settlement.** In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan generally constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of this Confirmation Order constitutes this Court's approval of the

compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by this Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of this Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities.

45. Specifically, Bankruptcy Rule 9019 provides that "on motion by the [debtor in possession] and after a hearing, the bankruptcy court may approve a compromise or settlement." Fed. R. Bankr. P. 9019(a). Compromises are favored in the bankruptcy context "[t]o minimize litigation and expedite the administration of a bankruptcy estate." Martin v. Myers (In re Martin), 91 F. 3d 389, 393 (3d Cir. 1996). The Supreme Court has recognized that "in administering reorganization proceedings in an economical and practical manner it will often be wise to arrange the settlement of claims in which there are substantial and reasonable doubts." Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968) (applying the former Bankruptcy Act). The Third Circuit, applying Protective Committee in the context of a settlement pursuant to Bankruptcy Rule 9019(a), has set forth four factors to be considered: (a) the probability of success in litigation; (b) the likely difficulties of collection; (c) the complexity of the litigation involved and the expense, inconvenience and delay necessarily attending it; and (d) the paramount interest of the creditors. Martin, 91 F.3d at 393; see also In re Marvel Entm't Grp., Inc., 222 B.R. 243, 249 (D. Del. 1998) (whether a court should approve a settlement under Bankruptcy Rule 9019(a) depends on several factors, including the probability of success in the litigation, the complexity of the litigation, the

attendant expense and delay, and the interests of the creditors). In determining whether a settlement satisfies the requirements of Bankruptcy Rule 9019, a court must consider whether it falls above the lowest level in the range of reasonableness. Official Unsecured Creditors' Comm. v. Pa. Truck Lines, Inc. (In re Pa. Truck Lines, Inc.), 150 B.R. 595, 598 (E.D. Pa. 1992), aff'd without opinion, 8 F.3d 812 (3d Cir. 1993) (settlement must not fall below the lowest level in the range of reasonableness).

46. The Global Settlement and the other settlements contained in and implemented by the Plan satisfy Bankruptcy Rule 9019 as well as the applicable standards imposed by the Third Circuit. Indeed, such settlements are in the best interests of the Debtors' Estates and creditors and are fair, equitable and reasonable in light of the unique facts and circumstances of these Chapter 11 Cases, including the complex nature of the agreements among parties in interest, including, among other parties, the Debtors, the Creditors' Committee, the Ad Hoc Group of Noteholders, and First American. Accordingly, such settlements are approved pursuant to Bankruptcy Rule 9019, to the extent such settlements have not already been approved by this Court.

47. **Subordinated Claims.** The allowance, classification, and treatment of all Allowed Claims and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to seek to re-classify any Allowed Claim, with the exception of any Class 4 Claim, in accordance with

any contractual, legal, or equitable subordination relating thereto, subject to providing adequate notice and an opportunity to respond to the Holder of any such Allowed Claim.

48. **Releases by the Debtors.** The Debtor Release, set forth in Article VIII.C of the Plan, is an essential provision of the Plan. The Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the Claims and Causes of Action released by the Debtor Release; (c) in the best interests of the Debtors and their Estates; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors or their Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

49. The Debtor Release appropriately offers protection to parties that constructively participated in the Debtors' restructuring. Such protections from liability facilitated the participation of many of the Debtors' stakeholders in the negotiations and compromises that led to the Plan. In addition, the scope of the Debtor Release is appropriately tailored under the facts and circumstances of these Chapter 11 Cases. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan, the Debtor Release is approved.

50. **Third-Party Release.** The Third-Party Release, set forth in Article VIII.D of the Plan, is an essential provision of the Plan. The Third-Party Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, the Debtors, and their Estates; (b) a good faith settlement and compromise of the Claims and Causes of Action released by the Third-Party Release; (c) in the best interests of the Debtors and their Estates; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to

any of the Releasing Parties asserting any Claim or Causes of Action released pursuant to the Third-Party Release.

51. The Third-Party Release is an integral part of the Plan. Like the Debtor Release, the Third-Party Release and its protections facilitated the participation of many of the Debtors' stakeholders in the negotiations and compromises that led to the Plan and the structure for the Debtors' reorganization. Specifically, the Released Parties made significant contributions to these Chapter 11 Cases, including the funding for these Chapter 11 Cases and several critical operational commitments for the Reorganized Debtors. As such, the Third-Party Release appropriately offers protection to parties who constructively participated in and contributed to the Debtors' restructuring.

52. The scope of the Third-Party Release in the Plan is appropriately tailored under the facts and circumstances of these Chapter 11 Cases, and parties received due and adequate notice of the Third-Party Release and the opportunity to opt out of the Third-Party Release, as applicable. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates, the consensual nature of the Third-Party Release, and the critical nature of the Third-Party Release to the Plan, the Third-Party Release is approved.

53. **Exculpation**. The exculpation provisions set forth in Article VIII.E of the Plan are essential to the Plan. The record in these Chapter 11 Cases fully supports the Exculpation and the related provisions set forth in Article VIII.E of the Plan, which are appropriately tailored to protect the Exculpated Parties from inappropriate litigation. In light of, among other things, the critical nature of the Exculpation to the Plan, the Exculpation is approved.

54. **Injunction.** The injunction provisions set forth in Article VIII.F of the Plan are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the

Debtor Release, the Third-Party Release, and the Exculpation in Article VIII of the Plan. Such injunction provisions are appropriately tailored to achieve those purposes. Accordingly, the Injunction is approved.

55. **Preservation of Claims and Causes of Action.** The provisions regarding the preservation of Claims and Causes of Action in the Plan are appropriate and are in the best interests of the Debtors, their respective Estates, and Holders of Claims and Interests.

2. Section 1129(a)(2)—The Debtors' Compliance with Applicable Provisions of the Bankruptcy Code.

56. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, and 1128, and Bankruptcy Rules 3017, 3018, and 3019.

57. Votes to accept or reject the Plan were solicited by the Debtors and their agents after this Court approved the Disclosure Statement pursuant to section 1125(a) of the Bankruptcy Code and entered the Disclosure Statement Order.

58. The Debtors and their agents have solicited and tabulated votes on the Plan and have participated in the activities described in section 1125 of the Bankruptcy Code fairly, in good faith within the meaning of section 1125(e), and in a manner consistent with the applicable provisions of the Disclosure Statement Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and all other applicable rules, laws, and regulations, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the Exculpation provisions set forth in Article VIII.E of the Plan.

59. The Debtors and their agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and

distribution of recoveries under the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made thereunder, so long as such distributions are made consistent with and pursuant to the Plan.

3. Section 1129(a)(3)—Proposal of Plan in Good Faith.

60. The Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code. The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, this Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan itself, and the process leading to its formulation. The Debtors' good faith is evident from the facts and record of these Chapter 11 Cases, including the Disclosure Statement, the Disclosure Statement Hearing, the record of the Confirmation Hearing, and all other proceedings held in these Chapter 11 Cases. The Plan is the product of arm's-length negotiations between and among the Debtors, the Plan Sponsors, the Creditors' Committee, and certain of the Debtors' other stakeholders. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' good faith, serve the public interest, and assure fair treatment of Holders of Claims and Interests. Consistent with the overriding purpose of chapter 11, the Debtors commenced these Chapter 11 Cases, and proposed the Plan, with the legitimate purpose of allowing the Debtors to restructure their balance sheet, carry out their operational reorganization, and maximize stakeholder value.

61. The Debtors and each of the constituents who negotiated the Plan, along with each of their respective officers, directors, managers, members, employees, advisors and professionals: (a) acted in good faith in negotiating, formulating and proposing, where applicable, the Plan and the agreements, compromises, settlements, transactions, transfers, and

documentation contemplated by the Plan; and (b) will be deemed to have acted in good faith in proceeding to (i) consummate the Plan and the agreements, compromises, settlements, transactions, transfers, and documentation contemplated by the Plan, including, but not limited to, the New Organizational Documents, and (ii) take any actions authorized and directed or contemplated by this Confirmation Order

4. Section 1129(a)(4)—Court Approval of Certain Payments as Reasonable.

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

5. Section 1129(a)(5)—Disclosure of Identity of Proposed Management, Compensation of Insiders, and Consistency of Management Proposals with the Interests of Creditors and Public Policy.

63. The Plan satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code because the Debtors have disclosed: (a) to the extent known, the identity of the members of the New Board; and (b) the nature and compensation for any insider who will be employed or retained by the Reorganized Debtors under section 101(31) of the Bankruptcy Code. The method of appointment of members of the New Boards was, is, and shall be consistent with the interests of Holders of Claims and Interests and public policy. The proposed officers and directors for the Reorganized Debtors are qualified, and their appointment to, or continuance in, such roles is consistent with the interests of Holders of Claims and Interests and with public policy. Accordingly, the Plan satisfies the requirements of section 1129(a)(5).

6. Section 1129(a)(6)—Approval of Rate Changes.

64. Section 1129(a)(6) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases. The Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission.

7. Section 1129(a)(7)—Best Interests of Holders of Claims and Interests.

65. The Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code. The evidence in support of the Plan that was proffered or adduced at the Confirmation Hearing, including the Torgove Declaration, the Liquidation Analysis, and the facts and circumstances of these Chapter 11 Cases: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been reasonably controverted by other evidence; and (d) establishes that Holders of Allowed Claims or Interests in each Class will recover at least as much under the Plan on account of such Claim or Interest, as of the Effective Date, as such Holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code. This Court finds that the Estate for each Debtor other than Zochem would be administratively insolvent if these Chapter 11 Cases were converted to proceedings under chapter 7 of the Bankruptcy Code.

8. Section 1129(a)(8)—Conclusive Presumption of Acceptance by Unimpaired Classes.

66. Classes 1, 2, 3, and 8A are each Classes of Unimpaired Claims that are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code.

67. Because the Plan has not been accepted by Class 6 and the Deemed Rejecting Classes, the Debtors seek Confirmation under section 1129(b), rather than section 1129(a)(8), of the Bankruptcy Code. Thus, although section 1129(a)(8) has not been satisfied with respect to

Class 6 and the Deemed Rejecting Classes, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to Class 6 and the Deemed Rejecting Classes and thus satisfies section 1129(b) of the Bankruptcy Code with respect to each such Class as described further below.

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

68. The treatment of DIP Facility Claims, Administrative Claims, Professional Fee Claims, and Priority Tax Claims under Article II of the Plan and other Priority Claims under Article III of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

10. Section 1129(a)(10)—Acceptance By at Least One Impaired Class.

69. As set forth in the Voting Report, all Voting Classes are impaired and each Voting Class has voted to accept the Plan by the requisite number and amount of Claims, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code), except with regard to Class 6. Accordingly, the Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code.

11. Section 1129(a)(11)—Feasibility of the Plan.

70. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence in support of the Plan that was proffered or adduced before and at the Confirmation Hearing, including the Financial Projections attached to the Disclosure Statement: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by other evidence; (d) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial

reorganization of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establishes that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan.

12. Section 1129(a)(12)—Payment of Bankruptcy Fees.

71. The Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code. Article XII.C of the Plan provides for the payment of all fees payable by the Debtors, or the Reorganized Debtors, as applicable, under section 1930(a) of the Judicial Code.

13. Section 1129(a)(13)—Retiree Benefits.

72. The Debtors have not obligated themselves to provide retiree benefits and therefore the requirements under section 1129(a)(13) of the Bankruptcy Code are inapplicable. The Debtors do not have any remaining obligations to pay retiree benefits (as defined in section 1114 of the Bankruptcy Code). Therefore, section 1129(a)(13) of the Bankruptcy Code does not apply to these Chapter 11 Cases.

14. Section 1129(b)—Confirmation of Plan Over Nonacceptance of Impaired Classes.

73. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding that [Class 6, and] the Deemed Rejecting Class have not accepted the Plan, the Plan may be confirmed because: (a) each other Voting Class voted to accept the Plan; (b) the Plan satisfies all requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8); and (c) the Plan does not violate the absolute priority rule, does not discriminate unfairly, and is fair and equitable with respect to Class 6 and the Deemed Rejecting Classes because there is no Class of equal priority receiving more favorable treatment than Class 6 or the Deemed Rejecting Classes and no Class that is junior to Class 6, or the Deemed Rejecting Classes is receiving or retaining any property on account of their Claims or Interests

and the holders of Claims against the Debtors that are senior to Class 6, and the Deemed Rejecting Classes are receiving distributions, the value of which is less than 100% of the Allowed amount of their Claims. The Plan may therefore be confirmed even though not all Impaired Classes have voted to accept the Plan.

15. Section 1129(c)—Only One Plan.

74. The Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code. The Plan (including previous versions thereof) is the only chapter 11 plan filed in these Chapter 11 Cases.

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

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

S. Satisfaction of Confirmation Requirements.

76. Based upon the foregoing, the Plan satisfies the requirements for plan confirmation set forth in section 1129 of the Bankruptcy Code.

T. Good Faith.

77. The Debtors have proposed the Plan in good faith, with the legitimate and honest purposes of reorganizing the Debtors' ongoing business and maximizing the value of the Debtors' Estates for the benefit of their stakeholders. The Plan gives effect to many of the Debtors' restructuring initiatives, including debt reduction and a comprehensive operational fix. Accordingly, the Debtors and all of their respective members, officers, directors, agents, financial advisers, attorneys, employees, partners, affiliates, and representatives have been, are, and will continue to act in good faith if they proceed to: (a) consummate the Plan, and the agreements, settlements, transactions, and transfers contemplated thereby (including, without

limitation, the entry into and performance under the Restructuring Transactions); and (b) take the actions authorized and directed or contemplated by this Confirmation Order. Therefore, the Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code.

78. The Debtors and each of their respective officers, directors, employees, attorneys, advisors, investment bankers, consultants, managers, members, partners, agents, and other professionals, and their predecessors, successors, and assigns, in each case, in their respective capacities as such, as applicable: (a) have acted in good faith in negotiating, formulating, and proposing the New Organizational Documents; and (b) will be acting in good faith in proceeding to (i) implement the New Organizational Documents, and (ii) take any actions authorized or contemplated by this Confirmation Order necessary to do so. The New Organizational Documents are the result of good faith, arm's-length negotiations among the Debtors and the Plan Sponsors, are appropriate and consistent with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, including, but not limited to, Bankruptcy Code sections 1123, 1129, and 1142, and are necessary to the Debtors' successful emergence from chapter 11. The provisions of the New Organizational Documents are in the best interests of the Debtors, the Estates and Holders of Claims and Interests. The notice provided by the Debtors of the New Organizational Documents was consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order and no other or further notice is or shall be required.

U. Disclosure: Agreements and Other Documents.

79. The Debtors have disclosed all material facts, to the extent applicable, regarding: (a) the adoption of the New Organizational Documents or similar constituent documents; (b) the identity of known members of the New Boards; (c) the method and manner of distributions under the Plan; (d) the issuance of New Common Equity and the Warrants; (e) the adoption, execution,

and implementation of the other matters provided for under the Plan, including those involving corporate or limited liability company (as applicable) action to be taken by or required of the Debtors, or Reorganized Debtors, as applicable; (f) the MEIP; (g) securities registration exemptions; (h) the exemption under section 1146(a) of the Bankruptcy Code; and (i) the adoption, execution, and delivery of all contracts, leases, instruments, securities, releases, indentures, and other agreements related to any of the foregoing.

V. **Implementation.**

80. All documents and agreements necessary to implement the Plan, including those contained in the Plan Supplement, and all other relevant and necessary documents (including, without limitation, the New Organizational Documents) have been negotiated in good faith and at arm's-length, are in the best interests of the Debtors, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, foreign, provincial, state, or local law.

II. ORDER

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

A. **Order.**

81. This Confirmation Order confirms the Plan, and the Plan is Confirmed.

82. This Confirmation Order approves the Plan Supplement, and the Plan Supplement is approved.

83. The Plan, attached hereto as **Exhibit A**, is approved in its entirety and confirmed pursuant to section 1129 of the Bankruptcy Code. The terms of the Plan, including the Plan Supplement, are incorporated by reference into and are an integral part of this Confirmation Order. The documents contained in the Plan Supplement, and any amendments,

modifications, and supplements thereto, and all documents and agreements related thereto (including all exhibits and attachments thereto), and the execution, delivery, and performance thereof, are authorized and approved as finalized, executed, and delivered. The failure to include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related document or exhibit does not impair the effectiveness of that article, section, or provision; it being the intent of this Court that the Plan, the Plan Supplement, and any related document or exhibit are approved and confirmed in their entirety. The terms of the Plan, the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents shall be effective and binding as of the Effective Date.

B. Objections.

84. All objections to Confirmation of the Plan have been withdrawn, waived, or otherwise resolved by the Debtors prior to entry of this Confirmation Order. All parties have had a full and fair opportunity to litigate all issues raised by the Confirmation Objections, or which might have been otherwise raised, and the Confirmation Objections have been fully and fairly litigated. To the extent that any objections (including any reservations of rights contained therein) to Confirmation of the Plan have not been withdrawn, waived, or settled prior to entry of this Confirmation Order, are not cured by the relief granted herein, or otherwise resolved as stated by the Debtors on the record of the Confirmation Hearing, all such objections are overruled on the merits.

C. Amendment of the Plan.

85. Subject to the restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors, with the consent of the Required Plan Sponsors, may alter, amend, or modify the Plan with respect to the Debtors, one or more times, after Confirmation but before

Consummation, and, to the extent necessary may initiate proceedings in this Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, in such manner as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X of the Plan.

D. The Global Settlement.

86. The Global Settlement, as implemented by the Plan, is hereby approved.

E. Plan Classification Controlling.

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

F. General Settlement of Claims.

88. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies resolved pursuant to the Plan. All distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final.

G. **Vesting of Assets in the Debtors.**

89. Except as otherwise provided in the Plan, this Confirmation Order, or any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan or this Confirmation Order, each of the Reorganized Debtors may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by this Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

H. **Approval of Restructuring Transactions.**

90. On the Effective Date or as soon as reasonably practicable thereafter, the Debtors, with the consent of the Requisite Plan Sponsors, may take all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan. The Restructuring Transactions may include one or more inter-company mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate (or limited liability) transactions as may be determined by the Debtors, with the consent of the Requisite Plan Sponsors, to be necessary.

91. The actions to implement the Restructuring Transactions may include: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to

which the applicable Entities may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable Entities agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, formation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law, provided, that none of the Debtors, nor any of the Entities acquired by any Debtor pursuant to the Plan shall make any election to be treated as an association (or corporation) on or prior to the Effective Date for U.S. federal income tax purposes unless otherwise agreed to by the Debtors and the Requisite Plan Sponsors; and (d) all other actions that the applicable Entities determine to be necessary, with the consent of the Requisite Plan Sponsors, including making filings or recordings that may be required by applicable law in connection with the Plan.

I. **Corporate Existence.**

92. Except as otherwise provided in the Plan, on the Effective Date, Horsehead Holding Corp. shall be converted pursuant to the Reorganized Horsehead Certificate of Conversion from a Delaware corporation to a Delaware limited liability company, and from and after the Effective Date, Horsehead Holding Corp. (as converted to a Delaware limited liability company and as further reorganized pursuant to and under the Plan or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date, is referred to as Reorganized Horsehead) shall continue to exist after the Effective Date as a separate limited liability company or other form, as the case may be, with all the powers of a limited liability company or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is formed and pursuant to the respective Reorganized Horsehead Certificate of Conversion and New Limited Liability Company Agreement (or other formation documents and New

Organizational Documents) in effect prior to the Effective Date, except to the extent such limited liability company agreement (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

J. Payment of DIP Facility Claims.

93. Except to the extent that a Holder of an Allowed DIP Facility Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of the Allowed DIP Facility Claims, on the Effective Date, all Allowed DIP Facility Claims shall be paid in full in Cash. Upon payment and satisfaction in full of all Allowed DIP Facility Claims, all Liens and security interests granted to secure such obligations shall be terminated and of no further force or effect.

K. Cancellation of Existing Securities.

94. On the Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including, without limitation, the DIP Facility and any and all other credit agreements, shall be deemed cancelled and surrendered without any need for a Holder to take further action with respect to any note(s) or security and the obligations of the Debtors thereunder or in any way related thereto shall be deemed satisfied in full and discharged; provided, however, that notwithstanding Confirmation or Consummation, any such agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of (a) allowing Holders to receive distributions under the Plan, and (b) allowing Holders of Claims to retain their respective rights and obligations vis-à-vis other Holders of Claims pursuant to the applicable loan documents; provided, further, however, u the preceding proviso shall not affect the discharge of Claims

pursuant to the Bankruptcy Code, this Confirmation Order, or the Plan, or result in any expense or liability to the Reorganized Debtors, as applicable; provided, further, that each of the Unsecured Notes Indenture and the Convertible Notes Indenture shall continue in effect against the Debtors solely for the purposes of (a) preserving any rights of the Unsecured Notes Indenture Trustee and the Convertible Notes Indenture Trustee, as applicable, to indemnification or contribution from, respectively, Holders of Unsecured Notes or Convertible Notes under the Unsecured Notes Indenture or the Convertible Notes Indenture or any direction provided by Holders of the Unsecured Notes or Convertible Notes under the Unsecured Notes Indenture of the Convertible Notes Indenture, as applicable, (b) permitting the Unsecured Notes Indenture Trustee and the Convertible Notes Indenture Trustee to maintain or assert any right or Charging Lien each may have against distributions pursuant to the terms of the Unsecured Notes Indenture or the Convertible Notes Indenture, as applicable, to recover unpaid fees and expenses (including the fees and expenses of its counsel, agents, and advisors) of the Unsecured Notes Indenture Trustee and the Convertible Notes Indenture Trustee to the extent payable pursuant to the Plan, unless paid pursuant to the Plan; (c) enforcing any rights and remedies as between Holders of Unsecured Notes or Convertible Notes thereunder or as between any Holder of Unsecured Notes and the Unsecured Notes Indenture Trustee or as between any Holder of Convertible Notes and the Convertible Notes Indenture Trustee; and (d) the payment of reasonable and documented fees and expenses incurred by the Unsecured Notes Indenture Trustee and the Convertible Notes Indenture Trustee to the extent payable pursuant to the Plan, unless paid pursuant to the Plan.

L. Issuance of New Common Equity.

95. Subject to, and upon the occurrence of, the Effective Date, and without further notice to any party, or further order or other approval of the Bankruptcy Court, or further act or action under applicable law, regulation, order or rule, or the vote, consent, authorization or

approval of any Person (including any Holders of Claims or Interests), the New Organizational Documents and the Warrants are hereby approved and shall be valid and binding on the Debtors and, as described below, all holders of New Common Equity, and all units of New Common Equity issued pursuant to the Plan shall be subject to the terms and conditions of the New Organizational Documents. Each owner of New Common Equity takes such interest subject to the terms and conditions of the New Organizational Documents and shall be deemed to be bound by the terms and conditions of the New Organizational Documents. Each Person that receives New Common Equity shall be deemed to be bound by the New Organizational Documents as a member and registered holder of record of New Common Equity from and after the Effective Date even if not a signatory thereto.

96. Each unit of the New Common Equity issued pursuant to the Plan or upon exercise of any Warrant shall be duly authorized, validly issued, fully paid, and non-assessable. Because Reorganized Horsehead will be organized as a limited liability company, each Entity receiving a unit of the New Common Equity (including any Entity receiving a unit of New Common Equity pursuant to the exercise of the Warrants) is deemed to accept any and all terms of and is deemed to be a party to the limited liability company agreement or New Organizational Document as a condition precedent to receiving such distribution. Each distribution and issuance referred to in the Plan shall be governed by the terms and conditions set forth therein applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

97. Without limiting the foregoing, the issuance of the New Common Equity, including the issuance of the Warrants and the issuance of any options or other equity awards

(and any securities underlying such Warrants, options, or other equity awards), if any, pursuant to, or reserved for under the MEIP, by Reorganized Horsehead is authorized without the need for any further corporate action or without any further action by the Holders of Claims. The MEIP shall either be: (a) determined by the New Boards after the Effective Date; or (b) adopted by the New Boards on the Effective Date.

98. Notwithstanding anything in the Plan: (a) the distribution to Holders of Secured Notes shall be effected via a mandatory exchange of the Secured Notes for the New Common Equity to which the holders of the Secured Notes are to receive pursuant to the Plan, with such New Common Equity to be registered on Reorganized Horsehead's records in favor of and issued directly by Reorganized Horsehead to the Holders of the Secured Notes, and the Secured Notes Indenture Trustee shall have no responsibility for such registration or issuance; (b) the distribution to Holders of Unsecured Notes shall be effected via a mandatory exchange of the Unsecured Notes for the New Common Equity to which the Holders of Unsecured Notes are to receive pursuant to the Plan, with such New Common Equity to be registered on Reorganized Horsehead's records in favor of and issued directly by Reorganized Horsehead to the Holders of the Unsecured Notes, and the Unsecured Notes Indenture Trustee shall have no responsibility for such registration or issuance; and (c) the distribution to holders of Convertible Notes shall be effected via a mandatory exchange of the Convertible Notes for the Warrants to which the Holders of the Convertible Notes are to receive pursuant to the Plan, with such Warrants to be issued either (i) directly by Reorganized Horsehead to the Holders of the Convertible Notes, or (ii) in the event the Warrants are eligible for distribution through The Depository Trust Company ("DTC"), to DTC, and the Convertible Notes Indenture Trustee shall have no responsibility for such registration or issuance.

M. **First American Settlement.**

99. Upon the release of the Escrow Disbursement: (a) the "Title Policies," as defined in the First American Settlement Agreement, shall be forever cancelled, terminated, rescinded, void, and no longer enforceable by any of (i) the Debtors (and/or their successors or assigns, including the Secured Notes Indenture Trustee, the Ad Hoc Group of Noteholders, the Insureds (as defined in the First American Settlement Agreement), and the Holders of Secured Notes), and (ii) the Secured Notes Indenture Trustee, the Insureds, the Ad Hoc Group of Noteholders, the Holders of Secured Notes (and/or their successors or assigns); (b) all representations, warranties, and obligations of First American, if any, including any obligation of First American to provide coverage or a defense (including providing costs) under the Title Policies, are forever cancelled, terminated, rescinded, void, and unenforceable by (i) the Debtors and/or their successors or assigns (including the Secured Notes Indenture Trustee, the Ad Hoc Group of Noteholders, the Insureds, and the Holders of Secured Notes), and (ii) the Secured Notes Indenture Trustee, the Insureds, the Ad Hoc Group of Noteholders (and/or its successors or assigns); and (c) any commitments, endorsements, or other documents issued by First American and/or its agents, its subsidiaries and affiliates, or its subsidiaries' and affiliates' agents, related in any way to providing title insurance to the Debtors (and/or their successors and assigns, including the Secured Notes Indenture Trustee, the Ad Hoc Group of Noteholders, the Insureds, and the Holders of Secured Notes), the Secured Notes Indenture Trustee, the Insureds, the Ad Hoc Group of Noteholders, and the Holders of Secured Notes (and/or their successors or assigns), that relate in any way to the property described in the Title Policies, shall be forever cancelled, terminated, rescinded, void, and no longer enforceable by the Debtors, the Secured Notes Indenture Trustee, the Ad Hoc Group of Noteholders, the Insureds, or the Holders of Secured Notes, as applicable. The Insureds are bound by all provisions of the First American Settlement

Agreement and the *Order Pursuant to Bankruptcy Code Sections 105 & 363 and Bankruptcy Rule 9019 Approving Compromise of Controversy with Indenture Trustee, Ad Hoc Secured Noteholder Committee and First American* [Docket No. 1548] (the "9019 Order").

N. Approval of Consents and Authorization to Take Acts Necessary to Implement Plan.

100. Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, or any other Entity or Person, including, without limitation: (a) rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases; (b) selection of the managers and officers for the Debtors; (c) the distribution of the New Common Equity and the Warrants, as provided in the Plan; (d) implementation of the Restructuring Transactions; and (e) all other acts or actions contemplated, or reasonably necessary or appropriate, to properly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors.

101. On or prior to the Effective Date, as applicable, the appropriate officers, managers, or authorized persons of the Debtors, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, certificates of formation, bylaws, operating agreements, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Debtors, including the New Common Equity and any and all other agreements, documents,

securities, and instruments relating to the foregoing.

O. The Releases, Injunction, Exculpation, Discharge, and Related Provisions Under the Plan.

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

(a) **Discharge of Claims and Termination of Interests.** The provisions set forth in Article VIII.A of the Plan are hereby approved.

(b) **Releases by the Debtors.** The Debtor Release provisions set forth in Article VIII.C of the Plan are hereby approved.

(c) **Third-Party Release.** The Third-Party Release provisions set forth in Article VIII.D of the Plan are hereby approved.

(d) **Exculpation.** The Exculpation provisions set forth in Article VIII.E of the Plan are hereby approved.

(e) **Injunction.** The Injunction provisions set forth in Article VIII.F of the Plan are hereby approved.

P. Assumption and Rejection of Executory Contracts and Unexpired Leases; Cure Amounts; Adequate Assurance.

103. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption or rejection, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety. The Debtors have provided adequate assurance of future performance with respect to each assumed Executory Contract or Unexpired Lease in accordance with section 365 of the Bankruptcy Code.

104. For the avoidance of doubt, on the Effective Date, except as otherwise provided in the Plan, all Executory Contracts or Unexpired Leases will be deemed rejected as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of

the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (a) previously were assumed or rejected by the Debtors; (b) are identified on the Assumed Executory Contract and Unexpired Lease Schedule; (c) are the subject of a motion to assume such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such assumption is on or after the Effective Date; or (d) are CBAs, which CBAs shall be deemed assumed by the Reorganized Debtors as of the Effective Date. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, with the consent of the Requisite Plan Sponsors, or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumed Executory Contract and Unexpired Lease Schedule at any time through and including forty-five (45) days after the Effective Date; provided, that counterparties subject to such alteration, amendment, modification, or supplementation shall be served a notice substantially in the form attached as **Exhibit I-1** or **Exhibit I-2** attached to the Disclosure Statement Order (as applicable) upon such alteration, amendment, modification, or supplementation. Counterparties to Executory Contracts and Unexpired Leases shall have until thirty (30) days after service to file an objection to the Debtors' proposed assumption, cure amount, or rejection; provided, further, however, the Debtors shall not alter, amend, modify, or supplement the Assumed Executory Contract and Unexpired Lease Schedule: (a) with respect to any Executory Contracts and Unexpired Leases to which each of J.T. Thorpe and Son, Inc. and Brahma Group, Inc., after thirty (30) days after the Effective Date; and (b) with respect to any Executory Contracts and Unexpired Leases to which CSX Transportation, Inc. is a counterparty, thirty (30) days after the Effective Date. Pursuant to sections 365(a) and 1123 of the Bankruptcy Code, entry of this Confirmation Order constitutes approval of (a) the assumption of the

Executory Contracts or Unexpired Leases listed on the Assumed Executory Contract and Unexpired Lease Schedule, and (b) the rejection of any Executory Contracts or Unexpired Leases that will be deemed rejected pursuant to the Plan and this Confirmation Order.

105. CSX Transportation, Inc. Nothing in the Plan or this Confirmation Order shall constitute an assumption or rejection of any executory contract or unexpired lease between any of the Debtors or CSX Transportation, Inc. ("CSX"). The Debtors and CSX reserve the right to dispute whether any contract between the Debtors CSX is executory for purposes of section 365 of the Bankruptcy Code.

106. Cure Amounts. Except to the extent that less favorable treatment has been agreed to by the non-Debtor party or parties to each such Executory Contract or Unexpired Lease, any monetary defaults arising under each Executory Contract and Unexpired lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the applicable Cure Amount set forth on the Assumed Executory Contract and Unexpired Lease Schedule (or set forth in such other order of the Bankruptcy Court authorizing the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan) in Cash on the later of (a) the Effective Date, or (b) on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date that the Debtors assume such Executory Contract or Unexpired Lease. The non-Debtor counterparties to the Executory Contracts and Unexpired Leases assumed pursuant to the Plan or

otherwise are barred from disputing the Cure Amounts and/or asserting any additional amount on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors, their Estates, or the Reorganized Debtors, unless such counterparty filed a timely objection in accordance with the Plan. For the avoidance of doubt, this Confirmation Order shall not constitute an order approving the Cure Amounts arising from the assumption of agreements, as identified in the Plan Supplement, with: (a) Hudbay Minerals, for which the Assumed Executory Contract and Unexpired Lease Schedule shall be deemed modified to replace Hudbay Marketing & Sales, Inc. for Hudbay Minerals, and the Cure Amount with respect to Hudbay Marketing & Sales, Inc. is $6,225,968.40; or (b) any non-Debtor counterparties with scheduled or Filed Proofs of Claim against Zochem. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court; provided, however, that notwithstanding anything to the contrary in this paragraph 106 of this Confirmation Order or Article V.C to the Plan, with respect to any Creditor (each, a "Zochem Contract Claim Holder") holding a Claim with respect to an Executory Contract or Unexpired Lease Filed against Zochem or listed in the Zochem Schedules as not contingent, not unliquidated, and not disputed, to the extent such Zochem Contract Claim Holder is listed on the Assumed Executory Contract and Unexpired Lease Schedule, such Zochem Contract Claim Holder's Filed Claim or Claim listed in the Zochem Schedules shall not be deemed Disallowed or expunged absent either a Court order granting a timely Filed Claim objection, or payment in full of such Filed or scheduled Claim. Nothing herein shall prohibit any good faith modification to the Claims listed on the Zochem Schedules on notice to the affected claimant(s), provided that

any such claimant shall be given the opportunity to file a proof of claim within twenty-one (21) days after any such amendment that reduces the amount of such claimant's claim.

107. Wells Fargo. Notwithstanding anything in this Confirmation Order, the Plan, or any other order or document to the contrary, all objections, rights, claims and interests of Wells Fargo Rail Services LLC ("WFRS"), Wells Fargo Rail Corporation ("WFRC"), and Wells Fargo Equipment Finance, Inc. ("WFEF"), as well as the rights of the foregoing entities' affiliates and the Debtors, are fully preserved and unimpaired, including but not limited to any and all objections, rights, claims and interests relating to the proposed assumption or rejection of contracts or treatment of such entities' claims under the Plan. The Debtors and WFRS, WFRC, and WFEF, respectively, shall promptly negotiate in good faith to resolve any disputes and objections, which may be set forth in a stipulation and proposed order to be submitted under certification of counsel prior to the Effective Date of the Plan. To the extent that no consensual resolution is reached, the parties shall set the matter for hearing at the next available omnibus hearing, as agreed by the parties, prior to the Effective Date.

108. Pre-Effective Date Amendments to Executory Contracts and Unexpired Leases. Prior to assuming any Executory Contract or Unexpired Lease, as provided for herein and in the Plan, pursuant to section 363(b) of the Bankruptcy Code, the Debtors (a) are authorized, in their discretion, subject to the consent of the Requisite Plan Sponsors, to enter into any amendments and modifications to such Executory Contracts and Unexpired Leases, and (b) are authorized and empowered to take any and all steps and to perform such other and further actions as are necessary to carry out, effectuate, or otherwise enforce the terms, conditions and provisions of any such amendments and modifications, without further notice to or action, order, or approval of the Bankruptcy Court. Unless otherwise specified on the Assumed Executory Contract and

Unexpired Lease Schedule, each Executory Contract or Unexpired Lease listed or to be listed therein shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such Executory Contract or Unexpired Lease, without regard to whether such agreement, instrument or other documents is listed on the Assumed Executory Contract and Unexpired Lease Schedule.

109. Restrictions on Assignment Void. Any Executory Contract or Unexpired Lease assumed shall remain in full force and effect in accordance with its terms, notwithstanding any provision in such Executory Contract or Unexpired Lease (including those of the type described in section 541(c)(1)of the Bankruptcy Code) that prohibits, restricts, or conditions any transfer or assignment, including based on any change of control provision. Consummation of the Plan is not intended to and shall not constitute a change in ownership or control, as defined in any employment or other agreement or plan in effect on the Effective Date to which a Debtor is a party. 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 (including on account of any change of control provision), constitutes an unenforceable anti-assignment provision and is void and of no force or effect.

Q. Release of Liens.

110. Except as otherwise provided in the Plan, this Confirmation Order, or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all

mortgages, deeds of trust, Liens (whether asserted prior to the Effective Date or which could be asserted prior to the Effective Date), pledges, or other security interests against any property of the Estates and Chestnut Ridge Railroad Corp., as set forth in Article VIII.B of the Plan, shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Debtor, or Chestnut Ridge Railroad Corp., and its successors and assigns.

111. For the avoidance of doubt, any Other Secured Claim that is or becomes an Allowed Other Secured Claim is entitled to and shall retain its lien on property of the Debtors, unless and until the Claim is otherwise satisfied with interest. To the extent that any Other Secured Claim is not an "Allowed Claim" as of the Effective Date, nothing in the Plan (whether Article VIII.B. thereof or otherwise) is intended to or shall be deemed to limit, release, or in any way affect any rights, liens or security interests in the property of the Estates, or purported rights, liens or security interests in the property of the Estates. The Debtors reserve all rights as are available to them to seek a determination of the amount, existence, scope, validity, and priority of any such lien or security interest alleged to arise with respect to such Other Secured Claim pending final allowance or disallowance of such claim in accordance with Article VII of the Plan and the Holders of Other Secured Claims reserve all defenses thereto.

R. Provisions Governing Distributions.

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

113. The Debtors will pay interest on Allowed Other Secured Claims if paid after the Effective Date. All parties' rights are reserved with respect to the applicable interest rate.

S. Post-Confirmation Notices, Professional Compensation, and Bar Dates.

1. Notice of Entry of this Confirmation Order.

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

115. The Notice of Confirmation will have the effect of an order of this Court, will constitute sufficient notice of the entry of this Confirmation Order to such filing and recording officers, and will be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

2. **Other Administrative Claims.**

116. The provisions governing the treatment of Allowed Administrative Claims set forth in Article II.A of the Plan are approved in their entirety.

T. **Disputed Claims Reserve.**

117. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, on or prior to the Effective Date, the Reorganized Debtors or the Disbursing Agent shall establish a Disputed Claims Reserve for Holders of disputed General Unsecured Claims in Class 8B (to the extent the Debtors in good faith reasonably believe such Claims are or will be disputed) and Other Secured Claims, all or part of which Other Secured Claims shall be paid as General Unsecured Claims in Class 8B to the extent such an Other Secured Claim is ultimately determined, in whole or in part, to be an Allowed General Unsecured Claim (the "Disputed Claims Reserve"). The Disputed Claims Reserve shall be administered by the Reorganized Debtors or the Disbursing Agent, as applicable. The Reorganized Debtors or the Disbursing Agent shall hold Cash in the Disputed Claims Reserve in trust in a segregated account for the benefit of all Holders of General Unsecured Claims in Class 8B ultimately determined to be Allowed. For the avoidance of doubt, to the extent that the disputed General Unsecured Claims or Other Secured Claims are deemed Allowed General Unsecured Claims in Class 8B in whole or in part, such Claims shall be paid their Pro Rata share of the Disputed Claim Reserve in accordance with the terms set forth in Article VIII.D of the Plan; provided, however, that the amount of Disputed Claims Reserve shall be set in an amount determined by the Debtors in good faith and in consultation with the Creditors' Committee and the Plan Sponsors before the Effective Date and upon notice to Holders of Other Secured Claims; provided, further, that the Disputed Claims Reserve shall be capped (the "Disputed Claims Reserve Cap") at an amount sufficient to pay Disputed Claims only at the amount as would be paid to the extent such

Disputed Claims are General Unsecured Claims for the applicable Debtor. The Debtors will provide notice to the holders of the Other Secured Claims before the Effective Date of the amount of the Disputed Claims Reserve Cap.

118. For the avoidance of doubt, the Disputed Claims Reserve shall be sufficient to make Pro Rata distributions on account of all Other Secured Claims that are ultimately Allowed, in whole or in part, as Other General Unsecured Claims in Class 8B in/for the same percentage that all other holders of Other General Unsecured Claims may receive or will receive under the Plan as General Unsecured Claims in Class 8B, subject in all respects to the Disputed Claims Reserve Cap.

119. The Reorganized Debtors shall distribute such amounts (net of expenses, including any taxes relating thereto), as provided herein, as such Disputed Claims or Interests are resolved by a Final Order or agreed to by settlement, and such amounts will be distributable on account of such Disputed Claims as such amounts would have been distributable had such Disputed Claims been Allowed Claims as of the Effective Date.

U. Professional Compensation.

120. The provisions governing Professional Fee Claims set forth in Article II.B of the Plan are approved in their entirety.

V. Notice of Subsequent Pleadings.

121. Except as otherwise may be provided in the Plan or herein, notice of all subsequent pleadings in these Chapter 11 Cases after the Effective Date shall be limited to the following parties: (a) the Reorganized Debtors and their counsel; (b) the United States Trustee; (c) counsel for the Required Plan Sponsors; (d) any party known to be directly affected by the relief sought therein; and (e) any party that specifically requests additional notice in writing to the Debtors or the Reorganized Debtors, as applicable.

W. **Exemption from Securities Laws.**

122. Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of (a) the New Common Equity issued to Holders of Secured Notes Claims and Unsecured Notes Claims, (b) the Warrants issued to Holders of Convertible Notes Claims, (c) the New Common Equity issued upon exercise of the Warrants or any other security obtainable upon exercise of the Warrants pursuant to their terms, and (d) the Banco Bilbao Note to Holders of Banco Bilbao Credit Agreement Claims (collectively, the "Section 1145 Securities"), as contemplated by Article IV.L of the Plan, shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act, and any other applicable United States, state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities and shall be exempt from the registration and prospectus requirements of applicable Canadian securities laws and regulations. Such Section 1145 Securities will not be "restricted securities" (as defined in Rule 144(a)(3) of the Securities Act) and will be freely tradable and transferable by any initial recipient thereof that (i) is not an "affiliate" (as defined in Rule 144(a)(1) of the Securities Act) of the Reorganized Debtors, (ii) has not been such an "affiliate" within 90 days of such transfer, and (iii) is not an entity that is an "underwriter" as defined in section 1145(b) of the Bankruptcy Code. Under Canadian securities laws and regulations, the Section 1145 Securities will be subject to statutory restrictions upon resale in Canada and may only be resold pursuant to an applicable statutory exemption or discretionary order.

123. Pursuant to section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder, the offering, issuance, and distribution of the New Common Equity issued to the Plan Sponsors and the Additional Capital Commitment Units issued to the Additional Capital Commitment Participants, in each case, pursuant to the terms of the UPA, shall be exempt from,

among other things, the registration requirements of section 5 of the Securities Act and any other applicable United States, state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities, and shall be exempt from the registration and prospectus requirements of applicable Canadian securities laws and regulations. Such Securities will be "restricted securities" (as defined in Rule 144(a)(3) of the Securities Act) subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration, or an applicable exemption from registration under the Securities Act and other applicable law. Under Canadian securities laws and regulations, these securities will be subject to statutory restrictions on resale in Canada, and may only be resold pursuant to an applicable statutory exemption or discretionary order.

X. Exemptions from Taxation.

124. Pursuant to section 1146 of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and this Confirmation Order hereby directs and shall be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax, recordation fee, or governmental assessment and to accept for filing and recordation any instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment. Such exemption specifically applies, without limitation, to: (a) the creation of any mortgage, deed of trust, Lien, or other security interest; (b) the making or assignment of any lease or sublease; (c) any Restructuring Transaction; (d) the issuance, distribution, and/or sale of any of the New Common Equity and any other Securities of the Debtors or the Reorganized Debtors; and (e) the

making or delivery of any deed or other instrument of transfer in furtherance of or in connection with the Plan, including without limitation, (i) any merger agreements, (ii) agreements of consolidation, restructuring, disposition, liquidation, or dissolution, (iii) deeds, (iv) bills of sale, and (v) assignments executed in connection with any Restructuring Transaction occurring under the Plan.

Y. Directors' and Officers' Liability Insurance.

125. Notwithstanding anything contained in the Plan to the contrary, the D&O Liability Insurance Policies in effect as of the Effective Date shall be continued. To the extent that the D&O Liability Insurance Policies are deemed to be Executory Contracts, then, notwithstanding anything in the Plan to the contrary, the Debtors shall be deemed to have assumed all of the Debtors' unexpired D&O Liability Insurance Policies pursuant to sections 365(a) and 1123 of the Bankruptcy Code effective as of the Effective Date. Entry of this Confirmation Order constitutes this Court's approval of the Debtors' foregoing assumption of each of the unexpired D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity or other obligations of the insurers under any of the D&O Liability Insurance Policies.

Z. Preservation of Causes of Action.

126. In accordance with section 1123(b) of the Bankruptcy Code, except as expressly provided for otherwise in the Plan (including, but not limited to, Article IV.V of the Plan), the Debtors and the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Debtors'

and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date.

127. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against such Entity as any indication that the Debtors and the Reorganized Debtors will not pursue any and all available Causes of Action against such Entity. The Debtors and the Reorganized Debtors expressly retain all rights to prosecute any and all Causes of Action, including with respect to rejected Executory Contracts and Unexpired Leases, against any Entity, except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order of this Court, the Debtors and the Reorganized Debtors expressly retain all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

AA. Certain Environmental Liabilities.

128. Nothing in the Plan, any document relating to the Plan or this Confirmation Order releases, discharges, exculpates, precludes, or enjoins the enforcement of: (a) any liability or obligation to, or any Claim or any cause of action by, a Governmental Unit or other Entity under any applicable Environmental Law to which any Entity is subject as and to the extent that they are the owner, lessee, controller, or operator of real property after the Effective Date (whether or not such liability, obligation, Claim, or cause of action is based in whole or part on acts or omission prior to the Effective Date); (b) the obligations of Horsehead Industries, Inc., Horsehead Resource Development Company or Horsehead Corporation, under the Consent

Decree in *United States v. Horsehead Industries Inc., Horsehead Resource Development Company, Inc. Viacom International Inc., and TCI Pacific Communications, Inc.*, Civil Action No. 3:CV-98-0654 (USDC M.D. Pa.), as amended; (c) the obligations of Horsehead Industries, Inc., Horsehead Resource Development Company Inc. or Horsehead Corporation, under the Consent Decree in *United States & Commonwealth of Pennsylvania v. Horsehead Resource Development Company, Inc., and Horsehead Industries, Inc.*, Civil Action No. 1:CV-92-0008 (USDC M.D. Pa.); (d) the obligations of HH liquidating Corp, successor to Horsehead Industries, Inc., and HRD Liquidating Corp., successor to Horsehead Resource Development Company, Inc., and Horsehead Corporation, under Unilateral Administrative Order ("UAO") EPA Docket No. CERC-03-2005-0366-DC related to Operable Unit 4 ("OU4") of the Palmerton Zinc Pile Superfund Site; (e) any liability under any applicable Environmental Law to a Governmental Unit that is not a Claim; (f) any Claim under any Environmental Law to a Governmental Unit arising on or after the Effective Date; (g) any liability to a Governmental Unit on the part of any Person or Entity other than the Debtors or the Reorganized Debtors; or (h) any valid right of setoff or recoupment by any Governmental Unit, in each case of (a) through (g) above. For the avoidance of doubt: (a) all Claims under Environmental Law arising before the Effective Date, including penalty claims for days of violation prior to the Effective Date, shall be subject to Article VI of the Plan and treated in accordance with the Plan in all respects, except as noted below, and the Bankruptcy Court shall retain jurisdiction as provided in Article XI of the Plan in relation to the allowance or disallowance of any Claim under Environmental Law arising before the Effective Date; or (b) shall enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside this Bankruptcy Court, any liability described in the immediately preceding clause (a) hereof; provided, that (i) the Bankruptcy Court retains jurisdiction, but not exclusive

jurisdiction, to determine whether environmental liabilities asserted by any Governmental Unit are discharged or otherwise barred by this Confirmation Order, the Plan, or the Bankruptcy Code, and (ii) nothing in this Confirmation Order or the Plan divests any tribunal of any jurisdiction it may have under applicable Environmental Law to adjudicate any defense asserted under this Confirmation Order or the Plan.[3]

129. Moreover, nothing in the Plan, any document relating to the Plan or this Confirmation Order: shall enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside this Bankruptcy Court, any liability described in the preceding paragraph 128 of this Confirmation Order; provided, that (a) the Bankruptcy Court retains jurisdiction, but not exclusive jurisdiction, to determine whether environmental liabilities asserted by any Governmental Unit are discharged or otherwise barred by this Confirmation Order, the Plan, or the Bankruptcy Code, and (b) nothing in this Confirmation Order or the Plan divests any tribunal of any jurisdiction it may have under applicable Environmental Law to adjudicate any defense asserted under this Confirmation Order or the Plan.

130. Nothing in the Plan or this Confirmation Order authorizes the transfer or assignment under applicable Environmental Law of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation

[3] "Environmental Law" means all federal, foreign, provincial, state, and local statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders, agreements and determinations and all common law concerning pollution or protection of the environment, impacts on human health and safety or public health, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act; the Clean Water Act; the Clean Air Act; the Emergency Planning and Community Right-to-Know Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Resource Conservation and Recovery Act; the Safe Drinking Water Act; the Surface Mining Control and Reclamation Act; the Toxic Substances Control Act; the Occupational Health and Safety Act; and any state or local equivalents. "Governmental Unit" means a "governmental unit," as defined in section 101(27) of the Bankruptcy Code.

thereunder, without compliance with all applicable legal requirements under non-bankruptcy laws and regulations.

131. As set forth on the Assumed Executory Contract and Unexpired Lease Schedule [Docket No. 1443, Ex. B-1], the Debtors will assume the Assignment Agreement by and between Horsehead Industries, Inc., Horsehead Resource Development Company, Inc., Horsehead Corp. and Viacom International, Inc. dated December 23, 2003, assumption of which will preserve indemnity rights due to the Debtors under that agreement with respect to the UAO for OU4 of the Palmerton Zinc Superfund Site. The United States' claim for pre-petition unreimbursed response costs incurred in connection with OU4 of the Palmerton Zinc Superfund Site of at least $1,097,922.87, shall pass through the bankruptcy unaffected and be paid in the ordinary course pursuant to the above-referenced indemnification obligation.

132. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, but subject to the last sentence of this paragraph, the Debtors' liabilities to the United States and the States with respect to the Debtors' Palmerton, PA Facility and Chicago, IL Facility under the Clean Air Act and applicable State law provisions, as well as Debtors' Mooresboro, NC, Rockwood, TN and Barnwell, SC facilities under the Resource Conservation and Recovery Act, and applicable State law provisions, shall pass through the bankruptcy unimpaired and unaffected as if the bankruptcy case had never been commenced; provided, that the Debtors reserve all rights, claims, and defenses with respect to the merits of any such liabilities under non-bankruptcy law. If and when the United States and/or a State undertake enforcement activities in the ordinary course with respect to any of the aforementioned facilities, the United States and/or the State may seek a determination of the liability, if any, of the debtors and may seek to obtain a judgment of liability of the Debtors or enter into a settlement with the Debtors in

the manner and before the administrative or judicial tribunal in which the United States' and/or the States' claims would have been resolved or adjudicated if the bankruptcy case had never been commenced. Any penalties assessed, agreed to as part of a settlement, or imposed under a final order of a Court with jurisdiction shall be paid in the ordinary course, as if the bankruptcy case had never been commenced; provided, however, that, notwithstanding anything in this paragraph to the contrary, any Claims for penalties or fines to be paid for any days of violations prior to the Petition Date shall be paid in the same amount as Allowed General Unsecured Claims are paid under the Plan for the applicable Debtor; provided, further, that, notwithstanding anything in this paragraph to the contrary, any Claims for penalties or fines to be paid for days of violations prior to the Effective Date but after the Petition Date, shall be paid in the same amount as an Allowed Administrative Claim for the applicable Debtor; and provided, further, that, with respect to statutes providing for penalties or fines that are not based on days of violation, any Claims for violations based on acts or omissions before the Petition Date shall be paid in the same amount as Allowed General Unsecured Claims are paid under the Plan for the applicable Debtor, and any Claims for violations based on acts or omissions before the Effective Date but after the Petition Date shall be paid in same amount as an Allowed Administrative Claim for the applicable Debtor; provided, further, that, notwithstanding anything in this paragraph to the contrary, any Claims for punitive damages for acts or omissions before the Petition Date shall be paid in same amount as Allowed General Unsecured Claims are paid under the Plan for the applicable Debtor, and any Claims for punitive damages for acts or omissions before the Effective Date but after the Petition Date shall be paid in same amount as an Allowed Administrative Claim for the applicable Debtor.

133. Nothing in the Plan or this Confirmation Order shall release the Debtors from their obligations to comply with all Environmental Laws, including any permits issued under such Environmental Laws, applicable to their operations at their facility in Ellwood City, Pennsylvania and, to the extent the Debtors are not in compliance with any such Environmental Laws, the Debtors shall continue to work with the Pennsylvania Department of Environmental Protection ("PADEP"), as necessary, to use commercially reasonable efforts to bring their operations and facility in Ellwood City, Pennsylvania into compliance with any such Environmental Laws or permits issued under such Environmental Laws, including the administrative continuation of INMETCO's hazardous waste permit. The Debtors contemplate that the obligations required under this paragraph 133 of this Confirmation Order will require the Debtors to expend funds to bring their facility located in Ellwood City, Pennsylvania into compliance with applicable Environmental Laws, which funds may be may be entitled to payment as Administrative Claims to the extent incurred prior to the Effective Date. PADEP's rights and remedies with respect to the Debtors are preserved in the event that INMETCO fails to bring itself into compliance.

BB. Setoff.

134. Notwithstanding the Debtors' rights of setoff pursuant to Article VIII.J of the Plan, any Holder of an Other Secured Claim reserves and preserves its right to object to any setoff of its respective Allowed Claims. Any exercise of the Debtors' setoff rights shall be commenced through an adversary proceeding, contested matter, or claim objection within 90 days after the Effective Date.

CC. Section 506(a).

135. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, all parties' rights are reserved with respect to section 506(a) of the Bankruptcy Code.

DD. Procedures for Resolving Claims and Disputes.

136. The procedures for resolving contingent, unliquidated, and disputed Claims contained in Article VII of the Plan shall be, and hereby are, approved in their entirety.

EE. Claims of J.T. Thorpe & Son, Inc. and Brahma Group, Inc.

137. Notwithstanding the language of Article VIII.B of the Plan and the Claims Objection Bar Date set forth in Article I.A.35 of the Plan definitions, the Debtors' deadline to File objections to the Claims of J.T. Thorpe & Son, Inc. and Brahma Group, Inc. shall be the date that is the first business day following ninety (90) days after the Effective Date.

FF. Industrial Piping, Inc. and F.S. Sperry Co., Inc.

138. For the avoidance of doubt: (a) any Allowed Other Secured Claim of Industrial Piping, Inc. ("Industrial Piping") and F.S. Sperry Co., Inc. ("F.S. Sperry") will be paid with interest; (b) the liens asserted by Industrial Piping and F.S. Sperry are not extinguished by the Plan or this Confirmation Order; (c) this Confirmation Order shall not constitute an order approving the proposed Cure Amounts as to Industrial Piping and F.S. Sperry, and the objections that each of them filed as to the Cure Amounts are fully preserved, shall be addressed at a subsequent hearing, and are not overruled hereby; and (d) Industrial Piping's and F.S. Sperry's right to assert a setoff are not extinguished by the Plan or this Confirmation Order.

139. Nothing to the contrary that may be contained in the Plan or in this Confirmation Order is intended to supersede, or shall supersede, that Stipulation and Order entered on July 7, 2016 [Docket No. 1254], concerning Industrial Piping's proofs of claim.

GG. Management Equity Incentive Plan.

140. The New Boards are authorized to determine the terms and conditions of the MEIP. Notwithstanding the foregoing, and for the avoidance of doubt, this Court has not made any ruling to approve or disapprove the terms and conditions of the MEIP.

HH. Effectiveness of All Actions.

141. All actions authorized to be taken pursuant to the Plan shall be effective on, prior to, or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of this Court, or further action by the respective officers, directors, managers, members, or equity holders of the Debtors or Reorganized Debtors and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or equity holders.

142. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any documents, instruments, securities, or agreements, and any amendments or modifications thereto.

II. Effect of Conflict Between the Plan and this Confirmation Order.

143. Except as set forth in the Plan or in this paragraph 143 of this Confirmation Order, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than this Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control in all respects; provided, however, that with respect to any conflict or inconsistency between the Plan and this Confirmation Order, this Confirmation Order shall govern and control.

JJ. Effect of Conflict Between the Plan, this Confirmation Order, and the Settlement Agreements.

144. Notwithstanding the provisions set forth in Article VIII of the Plan, any other provision of the Plan, and any other provision in this Confirmation Order, the rights and obligations of the parties to the First American Settlement Agreement, as set forth therein, are governed solely by the provisions of the First American Settlement Agreement and the 9019 Order. Notwithstanding anything in the Plan or in this Confirmation Order to the contrary, the provisions of the Plan and this Confirmation Order shall not modify or change in any manner any of the provisions of the First American Settlement Agreement or the 9019 Order. To the extent that any provision of the Disclosure Statement, the Plan, the Plan Supplement, or any other order referenced in the Plan (including any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing) conflict with or are in any way inconsistent with the First American Settlement Agreement or the 9019 Order, the terms of the First American Settlement Agreement and the 9019 Order shall govern in all respects.

KK. Reservation of Rights.

145. Except as set forth in the Plan, neither the Plan, filing of the Plan, any statement or provision contained in the Plan, nor the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, this Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

LL. Injunctions and Automatic Stay.

146. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in these Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of this Court, and extant on the Confirmation Date (excluding any

injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect through and including the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

MM. Non-Severability of Plan Provisions Upon Confirmation.

147. This Confirmation Order constitutes a judicial determination that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' and the Requisite Plan Sponsors' consent; and (c) non-severable and mutually dependent.

NN. Waiver or Estoppel.

148. Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with this Court prior to the Confirmation Date.

OO. Effect of Non-Occurrence of Conditions to the Effective Date.

149. If the Effective Date does not occur prior to September 19, 2016, which date may be extended by the consent of the Debtors and the Requisite Plan Sponsors (but in no event later than 60 days from the Confirmation Date), then: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of 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 (c) nothing contained in the Plan or the

Disclosure Statement shall (i) constitute a waiver or release of any Claims, Interests, or claims held by the Debtors, (ii) prejudice in any manner the rights of the Debtors or any other Person or Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Person or Entity.

PP. Retention of Jurisdiction.

150. Unless otherwise noted in this Confirmation Order, and in accordance with the terms hereof, this Court properly retains jurisdiction over these Chapter 11 Cases and all matters arising out of, or related to, these Chapter 11 Cases, the Plan, and this Confirmation Order, including those matters specifically set forth in Article XI of the Plan.

QQ. Lexon Insurance Company's Surety Bonds.

151. Lexon Insurance Company ("Lexon") has issued commercial surety bonds on behalf of the Debtors with respect to assets and other contractual obligations to remain with the Reorganized Debtors (collectively, the "Existing Surety Bonds").

152. Reorganized Debtors' Surety Bonds. On and as of the Effective Date or as soon as reasonably practicable thereafter, Lexon shall have new bonds (collectively, the "New Surety Bonds") executed by the appropriate Reorganized Debtor on the same terms and conditions as the Existing Surety Bonds in existence immediately prior to the Effective Date, and each Reorganized Debtor party thereto shall pay any and all premiums and other obligations due or that may become due on or after the Effective Date under such New Surety Bonds. Consistent with previous Orders entered by this Court, the Debtors will continue to pay all premiums and other amounts due, including loss adjustment expenses, on the Existing Surety Bonds as they become due prior to the execution and issuance of the New Surety Bonds.

153. Indemnity Agreements. As of the Effective Date, the Reorganized Debtors, including Horsehead Holding, shall execute new indemnity agreements with Lexon (the "New

Indemnity Agreements") in a form substantially similar to the existing indemnity agreements, which form shall be satisfactory to Lexon and the Reorganized Debtors, and shall continue to perform under, any of the indemnity agreements or related agreements in place with Lexon immediately prior to the Effective Date (collectively, the "Indemnity Agreements"). The failure to expressly identify any Indemnity Agreement in any schedule pursuant to Article V of the Plan shall not imply the rejection or failure to assume such Indemnity Agreements by the Debtors or the Reorganized Debtors.

154. Applicability of Releases and Injunctions. Notwithstanding any other provisions of the Plan or this Confirmation Order, nothing in the injunction and release provisions of Article VIII of the Plan shall be deemed to apply to Lexon or to Lexon's claims, nor shall these provisions be interpreted to bar, impair, prevent or otherwise limit Lexon from exercising its rights under any of the surety bonds, letters of credit, indemnity agreements, or the common law of surety.

155. Existing Collateral. Notwithstanding any other provision of the Plan or this Confirmation Order, all letters of credit or other collateral issued to Lexon as security for a Debtor's obligations under the Existing Surety Bonds or the Indemnity Agreements, shall remain in place for the benefit of the resulting Reorganized Debtors to secure against any "loss" or "default" as defined in the applicable Indemnity Agreement or New Surety Bond incurred by Lexon.

156. Withdrawal of Surety Proofs of Claim. Upon execution of the New Surety Bonds and New Indemnity Agreements, all Proofs of Claim on account of or in respect of any Existing Surety Bond or any Indemnity Agreement shall be deemed withdrawn automatically and without further notice to or action by the Bankruptcy Court.

157. Surety Rights as to Third Parties Unaffected; No Waiver. Nothing in the Plan or this Confirmation Order shall be interpreted to alter, diminish, or enlarge the rights or obligations of Lexon with regard to state and federal agencies, third parties, or otherwise under any surety bonds, any indemnity agreements, or applicable law. Further, nothing contained in paragraphs 151 through 157 of this Confirmation Order relating to Lexon, the Existing Surety Bonds, the Indemnity Agreements, the New Surety Bonds or the New Indemnity Agreements shall constitute or be deemed a waiver of any Cause of Action that the Debtors or Reorganized Debtors may hold against any Entity. For the avoidance of doubt, Lexon shall be deemed a Trade Creditor of the Debtors and the Reorganized Debtors for purposes of the Releases of Avoidance Actions granted in Article IV.V of the Plan.

RR. Western Oilfield Supply Company d/b/a Rain for Rent.

158. Article II.A of the Plan shall not bar, estop, or enjoin Western Oilfield Supply Company d/b/a Rain for Rent and/or its successors, assigns and insurers (collectively, "Western") from seeking allowance and payment of its administrative claims at Docket Nos. 743 and 1552, and such administrative claims shall not be deemed discharged as of the Effective Date.

159. Western shall not be subject to Article VI.K.1-2 of the Plan. Article VII.G-H of the Plan shall not prejudice Western's right to seek an order of this Court after motion, notice, and an opportunity for parties to object, to amend its proofs of claim.

160. Article VIII.A of the Plan shall not discharge, terminate or invalidate Western's right to seek allowance and payment of its administrative claims at Docket Nos 743 and 1552.

161. For the avoidance of doubt: (a) Western shall not be deemed a "Releasing Party" for the purpose of Article VIII.D of the Plan; (b) Article VIII.E of the Plan shall not prejudice Western's right to seek payment of its administrative claims at Docket Nos. 743 and 1552;

(c) Article VIII.F of the Plan shall not enjoin or bar Western from seeking allowance and payment of its administrative claims at Docket Nos. 743 and 1552; and (d) Article IV.M of the Plan shall not enjoin or bar Western from seeking allowance and payment of its administrative claims at Docket Nos. 743 and 1552.

162. Nothing contained in paragraphs 158 through 162 of this Confirmation Order shall constitute an admission as to the extent or validity of any claim or act to prejudice any party's rights to object, on a basis other than the Plan, to Western's pending motions at Docket Nos. 743 and 1552.

SS. Ace American Insurance Company.

163. Notwithstanding anything to the contrary in the Plan, the Plan Supplement, this Confirmation Order, any other document related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, Article IV.T of the Plan and paragraph 128 of this Confirmation Order, and any other provision that purports to be preemptory or supervening), grants an injunction or release or confers Bankruptcy Court jurisdiction): (a) on the Effective Date, the Reorganized Debtors jointly and severally shall assume the Insurance Contracts (collectively, the "ACE/Chubb Insurance Contracts") with ACE American Insurance Company and its affiliates (together with their successors, the "ACE/Chubb Companies") in their entirety pursuant to sections 105 and 365 of the Bankruptcy Code; (b) all ACE/Chubb Insurance Contracts (and any and all letters of credit and other collateral and security provided pursuant or in relation thereto) and all debts, obligations, and liabilities of Debtors (and, after the Effective Date, of the Reorganized Debtors) thereunder, whether arising before or after the Effective Date, shall survive and shall not be amended, modified, waived, released, discharged or impaired in any respect; (c) nothing in the Plan, the Plan Supplement, or this Confirmation Order shall affect, impair or prejudice the rights and defenses of the ACE/Chubb Companies or the Reorganized

Debtors under the ACE/Chubb Insurance Contracts in any manner (including, but not limited to, (i) any agreement to arbitrate disputes, (ii) any provisions regarding the provision, maintenance, use, nature and priority of collateral/security, and (iii) any provisions regarding the payment of amounts within any deductible by the Insurers and the obligation of the Debtors to pay or reimburse the ACE/Chubb Companies therefor), and the ACE/Chubb Companies and the Reorganized Debtors shall retain all rights and defenses under the ACE/Chubb Insurance Contracts, and the ACE/Chubb Insurance Contracts shall apply to, and be enforceable by and against, the Reorganized Debtors and the ACE/Chubb Companies; (d) nothing in the Plan or this Confirmation Order (including any other provision that purports to be preemptory or supervening), shall in any way operate to, or have the effect of, impairing any party's legal, equitable or contractual rights and/or obligations under any ACE/Chubb Insurance Contract, if any, in any respect; any such rights and obligations shall be determined under the ACE/Chubb Insurance Contracts and applicable non-bankruptcy law; (e) the claims of the ACE/Chubb Companies arising (whether before or after the Effective Date) under the ACE/Chubb Insurance Contracts shall be paid in full in the ordinary course of business by the Reorganized Debtors; (f) the ACE/Chubb Companies shall not need to or be required to file or serve any objection to a proposed cure amount or a request, application, Claim, proof or motion for payment or allowance of any Administrative Claim and shall not be subject to the any bar date or similar deadline governing cure amounts or Administrative Claims; and (g) all stays or injunctions under the Plan or this Confirmation Order, including, without limitation the injunction set forth in Article VIII of the Plan, if and to the extent applicable, shall be deemed not applicable with respect to the ACE/Chubb Companies after the Effective Date solely to permit (i) claimants with valid workers' compensation claims or direct action claims covered by the ACE/Chubb

Insurance Contracts to proceed with their claims, (i) the ACE/Chubb Companies to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court (A) all valid workers' compensation claims arising under the workers' compensation policies issued by the ACE/Chubb Companies, (B) all claims where a claimant asserts a direct claim against the ACE/Chubb Companies under applicable non-bankruptcy law, or an order has been entered by this Court granting a claimant relief from the automatic stay or any stays or injunctions under the Plan or this Confirmation Order to proceed with its claim, and (C) all costs in relation to each of the foregoing, and (iii) the ACE/Chubb Companies to draw against any or all of the collateral or security provided by or on behalf of the Debtors (or the Reorganized Debtors, as applicable) in accordance with the ACE/Chubb Insurance Contracts and to hold the proceeds thereof as security for the obligations of the Debtors (and the Reorganized Debtors, as applicable) and/or apply such proceeds to the obligations of the Debtors (and the Reorganized Debtors, as applicable) under the ACE/Chubb Insurance Contracts, in such order as the ACE/Chubb Companies may determine. Upon the Effective Date, all Proofs of Claim and pending motions for allowance of any Administrative Claim for on account of or in respect of the ACE/Chubb Insurance Contracts shall be deemed withdrawn automatically and without further notice to or action by the Bankruptcy Court.

TT. Soto Class Action.

164. Notwithstanding any other provision in the Plan to the contrary, as currently exists or as may hereafter be modified or amended, the injunction set forth in Article VIII.F of the Plan shall not apply to current or amended direct, non-derivative causes of action and direct, non-derivative claims for relief which are pending or may be asserted against current or former directors and officers of the Debtors by current and former shareholders of Horsehead Holding or by parties that are not otherwise Releasing Parties in the securities class-action lawsuit pending

in the United States District Court for the District of Delaware, titled Soto v. Hensler, Civil Action No. 16-CV-292.

165. To the extent any provision of the Plan conflicts with paragraphs 164 and 165 of this Confirmation Order, the terms of this Confirmation Order shall govern.

UU. Securities Actions.

166. Notwithstanding any other provision in the Plan to the contrary as currently exists or as may hereafter be modified or amended, but subject to Article VIII.G of the Plan, the injunction set forth in Article VIII.F of the Plan shall not apply to direct, non-derivative causes of action and direct, non-derivative claims for relief that are pending or may be asserted against current or former directors and officers of the Debtors by current and/or former shareholders of Horsehead Holding or by parties that are not otherwise Releasing Parties.

VV. Utility Order.

167. On or as reasonably practicable after the Effective Date, the Reorganized Debtors are authorized to withdraw the funds held in the segregated escrow account pursuant to the *Final Order (I) Determining Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services, (III) Establishing Procedures for Determining Adequate Assurance of Payment, and (IV) Granting Related Relief* [Docket No. 239] (the "Utility Order"), and the Reorganized Debtors shall have no further obligations to comply with the Utility Order. If applicable, all utilities, including any Person or Entity that received a deposit or other form of adequate assurance of performance under section 366 of the Bankruptcy Code during these Chapter 11 Cases in compliance with the Utility Order or otherwise, must return such deposit or other form of adequate assurance of performance to the Debtors or the Reorganized Debtors, as the case may be, on or before the Effective Date; provided, that, with the Debtors' prior consent, any

such utility may apply such deposit or other form of adequate assurance of performance to the Reorganized Debtors' account within thirty (30) days of the Effective Date.

WW. **Federal Communications Commission.**

168. No provision in the Plan or this Confirmation Order relieves the Debtors or the Reorganized Debtors from their obligations to comply with the Communications Act of 1934, as amended, and the rules, regulations, and orders promulgated thereunder by the Federal Communications Commission (the "FCC"). No transfer of control of a Debtor of a license, including any federal license or authorization issued by the FCC, shall take place prior to the issuance of FCC regulatory approval for such transfer of control or transfer or license or authorization pursuant to applicable FCC regulations. The FCC's rights and powers to take any action pursuant to its regulatory authority, including, but not limited to, imposing any regulatory conditions on such transfers, are fully preserved, and nothing herein shall proscribe or constrain the FCC's exercise of such power or authority.

XX. **Dissolution of Committees.**

169. On the Effective Date, each of the Creditors' Committee and the Equity Committee shall be dissolved and their respective members shall be deemed released of all their duties, responsibilities, and obligations in connection with these Chapter 11 Cases and the Plan and its implementation, and the retention of the Creditors' Committee's and Equity Committee's Professionals shall be terminated as of the Effective Date, except that the Professionals for the Creditors' Committee and Equity Committee shall be authorized to file, prosecute, and seek allowance of their final and interim fee applications and reimbursement of their respective member expenses.

YY. **Authorization to Consummate.**

170. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), and 7062, and notwithstanding any other applicable provision of the Bankruptcy Code or the Bankruptcy Rules to the contrary, this Confirmation Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the period in which an appeal must be filed shall commence upon the entry hereof. The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order, subject to the satisfaction or waiver (by the required parties, in accordance with Article IX.C of the Plan) of the conditions precedent to the Effective Date set forth in Article IX.B of the Plan; provided, however, that (a) the condition in Article IX.B.5 of the Plan may not be waived without the consent of the Information Officer, (b) the condition in Article IX.B.7 of the Plan with respect to payment of fees and expenses of any Prepetition Indenture Trustee or its professionals may not be waived without consent of the applicable Prepetition Indenture Trustee, and (c) the condition in Article I.X.B.10 of the Plan may not be waived without the consent of the Creditors' Committee.

ZZ. **Substantial Consummation.**

171. Following the Effective Date, and subject to the Reorganized Debtors Filing a notice confirming that the initial distributions required to be made on the Initial Distribution Date were made to (a) Holders of Allowed Claims entitled to distributions of securities under the Plan, and (b) Holders of all other Allowed Claims, including Allowed Other General Unsecured Claims and Allowed Zochem General Unsecured Claims, the Plan shall be deemed to be substantially consummated under sections 1102 and 1127 of the Bankruptcy Code.

Dated: 9/9, 2016
Wilmington, Delaware

The Honorable Christopher S. Sontchi
United States Bankruptcy Judge

Exhibit A

Plan

Technical Changes Version

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
HORSEHEAD HOLDING CORP., *et al.*,[1]	)	Case No. 16-10287 (CSS)
Debtors.	)	Jointly Administered

DEBTORS' SECOND AMENDED JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (WITH TECHNICAL MODIFICATIONS)

NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN OFFER, ACCEPTANCE, OR A LEGALLY BINDING OBLIGATION OF THE DEBTORS OR ANY OTHER PARTY IN INTEREST. THIS PLAN IS SUBJECT TO APPROVAL OF THE BANKRUPTCY COURT AND OTHER CUSTOMARY CONDITIONS. THIS PLAN IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES. YOU SHOULD NOT RELY ON THE INFORMATION CONTAINED IN, OR THE TERMS OF, THIS PLAN FOR ANY PURPOSE (INCLUDING IN CONNECTION WITH THE PURCHASE OR SALE OF THE DEBTORS' SECURITIES) BEFORE THE CONFIRMATION OF THIS PLAN BY THE BANKRUPTCY COURT.

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Co-Counsel to the Debtors and Debtors in Possession

Dated as of: August 26, 2016

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Horsehead Holding Corp. (7377); Horsehead Corporation (7346); Horsehead Metal Products, LLC (6504); The International Metals Reclamation Company, LLC (8892); and Zochem Inc. (4475). The Debtors' principal offices are located at 4955 Steubenville Pike, Suite 405, Pittsburgh, Pennsylvania 15205.

Technical Changes Version

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INTRODUCTION

Horsehead Holding Corp. and its subsidiaries Horsehead Corporation; Horsehead Metal Products, LLC; The International Metals Reclamation Company, LLC; and Zochem Inc., as debtors and debtors in possession (each, a "Debtor" and, collectively, the "Debtors"), propose this joint plan of reorganization for the resolution of the outstanding claims against and interests in the Debtors pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Article I.A hereof. Holders of Claims may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and accomplishments during the Chapter 11 Cases and the Canadian Proceedings, and projections of future operations, as well as a summary and description 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.

ALL HOLDERS OF CLAIMS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.

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

A. Defined Terms

As used in this Plan, capitalized terms have the meanings set forth below.

1. "*Ad Hoc Group of Noteholders*" means those Holders of Senior Notes and Unsecured Notes as identified in the *Amended Verified Statement Pursuant to Bankruptcy Rule 2019* [Docket No. 433], as the same may be supplemented from time to time.

2. "*Additional Capital Commitment*" means that certain right pursuant to which Eligible Holders may elect to commit to purchase the Additional Capital Commitment Units, in each case, pursuant to the terms of the UPA.

3. "*Additional Capital Commitment Amount*" means cash in an aggregate amount equal to the lesser of (a) $100,000,000 and (b) the aggregate amount committed by all Additional Capital Commitment Participants.

4. "*Additional Capital Commitment Participants*" means those Eligible Holders who duly commit to purchase Additional Capital Commitment Units in accordance with the terms of the UPA.

5. "*Additional Capital Commitment Units*" means the units of New Common Equity committed to be purchased in the Additional Capital Commitment for a total purchase price equal to the Additional Capital Commitment Amount pursuant to the terms of the UPA.

6. "*Administrative Claim*" means a Claim for the costs and expenses of administration of the Estates pursuant to section 503(b) and 507(a)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) all fees and charges assessed against the Estates pursuant to chapter 123 of the Judicial Code, including, but not limited to, the U.S. Trustee Fees; (c) Professional Fee Claims; and (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code. For the avoidance of doubt, (x) a Claim asserting priority pursuant to section 503(b)(9) of the Bankruptcy Code is included in the definition of Administrative Claim and (y) in no instance shall an Intercompany Claim be an Administrative Claim.

7. "*Administrative Claims Bar Date*" means the deadline for filing requests for payment of Administrative Claims (other than Professional Fee Claims), which shall be the later of (a) the deadline established by the Bankruptcy Court pursuant to the Claims Bar Date Order and (b) the first Business Day that is forty-five (45) days following the Effective Date; provided, that, the Administrative Claims Bar Date shall not apply to claims

entitled to administrative priority that arise on or after the Petition Date in the ordinary course of the Debtors' businesses.

8. "*Administrative Claims Objection Bar Date*" means the deadline for filing objections to requests for payment of Administrative Claims (other than requests for payment of Professional Fee Claims), which shall be the first Business Day that is 180 days following the Effective Date; provided, that, the Administrative Claims Objection Bar Date may be extended by the Bankruptcy Court at the Reorganized Debtors' request after notice and a hearing.

9. "*Affiliate*" shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

10. "*Allowed*" means with respect to Claims: (a) any Claim, other than an Administrative Claim, that is evidenced by a Proof of Claim which is or has been timely Filed by the applicable Claims Bar Date or that is not required to be evidenced by a Filed Proof of Claim under the Bankruptcy Code or a Final Order; (b) any Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed; (c) any General Unsecured Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which a Proof of Claim has been timely filed against the applicable Debtor in an amount less than or equal to the amount listed in such Debtor's Schedules, which shall be Allowed in the amount set forth on the Proof of Claim; or (d) any Claim Allowed pursuant to (i) the Plan, (ii) any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, (iii) a Final Order of the Bankruptcy Court, or (iv) an Allowed Claims Notice; provided, that, with respect to any Claim described in clause (a) above, such Claim shall be considered Allowed only if and to the extent that with respect to such Claim no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim shall have been Allowed for voting purposes only by a Final Order. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest on such Claim from and after the Petition Date. For purposes of determining the amount of an Allowed Claim, there shall be deducted therefrom an amount equal to the amount of any Claim that the Debtors may hold against the Holder thereof, to the extent such Claim may be offset, recouped, or otherwise reduced under applicable law. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed by the applicable Claims Bar Date, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court.

11. "*Allowed Claims Notice*" means a notice filed with the Bankruptcy Court by the Debtors (prior to the Effective Date) or Reorganized Debtors (on or after the Effective Date) identifying one or more Claims as Allowed.

12. "*Assumed Executory Contract and Unexpired Lease Schedule*" means the schedule (as may be amended in accordance with the terms set forth in Article V hereof) of Executory Contracts and Unexpired Leases (including any amendments or modifications thereto) that will be assumed by the Debtors pursuant to the provisions of Article V hereof, as determined by the Debtors with the consent of the Requisite Plan Sponsors and included in the Plan Supplement.

13. "*Avoidance Actions*" means any and all avoidance, recovery, subordination, or similar remedies that may be brought by or on behalf of the Debtors or the Estates, including causes of action or defenses arising under chapter 5 of the Bankruptcy Code or applicable non-bankruptcy law.

14. "*Banco Bilbao Credit Agreement*" means that certain Credit Agreement, dated as of August 28, 2012, by and among Horsehead Corporation as borrower, Horsehead Holding as guarantor, and Banco Bilbao Vizcaya Argentaria, S.A. as amended, restated, or otherwise modified from time to time in accordance with its terms.

15. "*Banco Bilbao Credit Agreement Claim*" means any Claim arising under or related to the Banco Bilbao Credit Agreement, including but not limited to any deficiency Claim arising under or related to the Banco Bilbao Credit Agreement.

16. "*Banco Bilbao Credit Facility*" means that certain credit facility provided under the Banco Bilbao Agreement.

17. "*Banco Bilbao Note*" means that certain unsecured note to be issued by Reorganized Horsehead Corporation and guaranteed by Reorganized Horsehead in the amount of $3.0 million, maturing on the seventh (7th) anniversary of the Effective Date, bearing an annual interest rate (payable in cash or PIK interest, at the issuer's election) equal to (x) the 3 month LIBOR then in effect on the applicable anniversary of the Effective Date plus (y) 150 bps, and which shall otherwise be on terms acceptable to the Debtors and the Requisite Plan Sponsors after consultation with the Creditors' Committee.

18. "*Bankruptcy Court*" means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under 28 U.S.C. § 157 and/or the General Order of the District Court pursuant to section 151 of title 28 of the United States Code, the United States District Court for the District of Delaware.

19. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

20. "*Business Day*" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

21. "*Canadian Court*" means the Ontario Superior Court of Justice (Commercial List), or such other Canadian court having jurisdiction over the Canadian Proceedings or any proceeding within, or appeal of an order entered in, the Canadian Proceedings.

22. "*Canadian Proceedings*" means the recognition proceedings currently before the Canadian Court under Part IV of the CCAA recognizing the Chapter 11 Cases as "foreign main proceedings."

23. "*Cash*" means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

24. "*Causes of Action*" means any claim, cause of action (including Avoidance Actions or rights arising under section 506(c) of the Bankruptcy Code), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, Causes of Action include: (a) all rights of setoff, counterclaim, cross-claim, or recoupment, and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

25. "*CCAA*" means the *Companies' Creditors Arrangement Act* (Canada), R.S.C. 1985, c. C-36, as amended.

26. "*Chapter 11 Cases*" means the jointly administered chapter 11 cases commenced by the Debtors and styled In re Horsehead Holding Corp., et al., Chapter 11 Case No. 16-10287 (CSS), which are currently pending before the Bankruptcy Court.

27. "*Chestnut Ridge*" means Chestnut Ridge Railroad Corp.

28. "*Charging Lien*" means any Lien or other priority in payment to which a Prepetition Indenture Trustee is entitled under the terms of a Prepetition Indenture to assert against distributions to be made to Holders of Claims under such Prepetition Indenture.

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

30. "*Claims Bar Date*" means the date established by the Bankruptcy Court by which Proofs of Claim must have been Filed with respect to such Claims, pursuant to: (a) the Claims Bar Date Order; (b) a Final Order of the Bankruptcy Court; or (c) the Plan.

31. "*Claims Bar Date Order*" means the *Order (A) Setting Bar Dates for Filing Proofs of Claim, Including Claims Arising Under Section 503(B)(9) of the Bankruptcy Code, (B) Setting a Bar Date for the Filing of Proofs of Claim by Governmental Units, (C) Setting a Bar Date for the Filing of Requests for Allowance of Administrative Expense Claims, (D) Setting an Amended Schedules Bar Date, (E) Setting a Rejection Damages Bar Date, (F) Approving the Form and Manner for Filing Proofs of Claim, (G) Approving Notice of the Bar Dates, and (H) Granting Related Relief* [Docket No. 321].

32. "*Claims Objection Bar Date*" shall mean the later of: (a) the first Business Day following 180 days after the Effective Date; and (b) such later date as may be fixed by the Bankruptcy Court, after notice and a hearing, upon a motion by the Reorganized Debtors Filed before the day that is 180 days after the Effective Date.

33. "*Claims Register*" means the official register of Claims maintained by the Notice and Claims Agent.

34. "*Class*" means a category of Holders of Claims or Interests as set forth in Article III.B hereof pursuant to section 1122(a) of the Bankruptcy Code.

35. "*Closing Date*" shall have the meaning ascribed to such term in the UPA.

36. "*CM/ECF*" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

37. "*Confirmation*" means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

38. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

39. "*Confirmation Hearing*" means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time in consultation with the Plan Sponsors.

40. "*Confirmation Objection Deadline*" shall be the date for objecting to Confirmation, as set forth in the Disclosure Statement Order.

41. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and in form and substance materially consistent with this Plan and otherwise acceptable to the Requisite Plan Sponsors and the Debtors.

42. "*Confirmation Recognition Order*" means an order of the Canadian Court, recognizing and enforcing the Confirmation Order in Canada.

43. "*Consummation*" shall mean "substantial consummation" as defined in section 1101(2) of the Bankruptcy Code.

44. "*Convertible Notes*" means the 3.80% Convertible Senior Notes due 2017 issued in the aggregate principal amount of $100,000,000 pursuant to the Convertible Notes Indenture.

45. "*Convertible Notes Claim*" means any Claim arising under or related to the Convertible Notes, including fees, costs, expenses, indemnities, and other charges under the Convertible Notes or the Convertible Notes Indenture for purposes of asserting a Charging Lien in favor of the Convertible Notes Indenture Trustee.

46. "*Convertible Notes Indenture*" means that certain Indenture, dated as of July 27, 2011, by and among Horsehead Holding, as issuer, and the Convertible Notes Indenture Trustee, as amended, supplemented, or otherwise modified from time to time in accordance with its terms.

47. "*Convertible Notes Indenture Trustee*" means Delaware Trust Company, solely in its capacity as indenture trustee under the Convertible Notes Indenture, and any successors in such capacity.

48. "*Convertible Notes Indenture Trustee Fees*" shall mean any reasonable and documented fees, costs, expenses, disbursements and advances of the Convertible Notes Indenture Trustee and its professionals pursuant to the Convertible Notes Indenture through and including the Effective Date.

49. "*Covered Persons*" means all current and former directors, officers and managers of the Debtor, whenever serving, but solely to the extent covered by the D&O Liability Insurance Policies.

50. "*Creditors' Committee*" means the Committee of Unsecured Creditors appointed by the U.S. Trustee pursuant to the *Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 129] on February 16, 2016.

51. "*Creditors' Committee Settlement*" means the agreements among or between the Debtors, the Ad Hoc Group of Noteholders, the Creditors' Committee, and First American to, among other things, settle and release the Creditors' Committee Standing Motion Claims, as set forth herein and in Article V.I of the Disclosure Statement.

52. "*Creditors' Committee Standing Motion*" means the *Motion of the Official Committee of Unsecured Creditors for Entry of an Order Granting the Committee Standing to Commence and Prosecute an Action on Behalf of the Debtors' Estates Against U.S. Bank National Association, as Trustee and Collateral Agent for the Prepetition Senior Secured Noteholders*, dated May 6, 2016 [Docket No. 882].

53. "*Creditors' Committee Standing Motion Claims*" means the claims set forth in the draft complaint attached as **Exhibit B** to the Creditors' Committee Standing Motion, pursuant to which the Creditors' Committee sought to challenge the extent, validity, priority, and perfection of certain security interests asserted by or on behalf of holders of Secured Notes in certain assets of the Debtors.

54. "*D&O Liability Insurance Policies*" means all insurance policies for directors, members, trustees, officers, and managers' liability issued to or maintained by the Debtors' Estates as of the Effective Date including any "tail" coverages to such policies.

55. "*Debtor Release*" means the release given on behalf of the Debtors and their Estates to the Released Parties as set forth in Article VIII.C hereof.

56. "*DIP Agent*" means Cantor Fitzgerald Securities, solely in its capacity as administrative agent under the DIP Credit Agreement.

57. "*DIP Credit Agreement*" means that certain *Senior Secured Superpriority Debtor-in-Possession Credit, Security and Guaranty Agreement*, dated as of February 8, 2016, as amended, supplemented, or otherwise modified from time to time in accordance with its terms, by and among the Debtors party thereto each as borrowers or guarantors, the DIP Agent, and the DIP Lenders.

58. "*DIP Facility*" means that certain debtor-in-possession financing facility of up to $90.0 million provided under the DIP Credit Agreement.

59. "*DIP Facility Claim*" means any Claim arising under or related to the DIP Facility.

60. "*DIP Lenders*" means the lenders from time to time party to the DIP Facility, each solely in their capacities as such.

61. "*Disbursing Agent*" means, on the Effective Date, the Debtors, their agent, or any Entity or Entities designated by the Debtors or the Reorganized Debtors to make or facilitate distributions that are to be made on or after the Initial Distribution Date pursuant to the Plan, including: (a) the Unsecured Notes Indenture Trustee with respect to distributions to the Holders of Unsecured Notes Claims; (b) the Convertible Notes Indenture Trustee with respect to distributions to the Holders of Convertible Notes Claims; (c) the Secured Notes Indenture Trustee with respect to the distributions to Holders of Secured Notes Claims; and (d) the DIP Agent with respect to the distributions to the Holders of the DIP Facility Claims.

62. "*Disclosure Statement*" means the *Debtors' Second Amended Disclosure Statement for the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code*, dated as of July [•], 2016, and attached as Schedule 1 to the Disclosure Statement Order, as may be further amended, supplemented, or modified from time to time in accordance with its terms, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law and approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code, and in form and substance materially consistent with this Plan and otherwise acceptable to the Requisite Plan Sponsors and the Debtors.

63. "*Disclosure Statement Order*" means the *Order Approving the Debtors' Second Amended Disclosure Statement and Granting Related Relief*, entered on July 11, 2016 [Docket No. 1274], and in form and substance materially consistent with this Plan and otherwise acceptable to the Requisite Plan Sponsors and the Debtors.

64. "*Disclosure Statement Recognition Order*" means an order of the Canadian Court, recognizing and enforcing the Disclosure Statement Order in Canada.

65. "*Disputed*" means, with regard to any Claim, a Claim that is not an Allowed Claim.

66. "*Disputed Claims Reserve*" means a Cash reserve that may be funded on or after the Effective Date pursuant to Article VII.D hereof.

67. "*Distribution Record Date*" means the date for determining which Holders of Allowed Claims are eligible to receive distributions hereunder, which shall be the Effective Date or such other date as designated in a Bankruptcy Court order.

68. "*Effective Date*" means with respect to the Plan, the date that is a Business Day on which: (a) no stay of the Confirmation Order or the Confirmation Recognition Order is in effect; (b) all conditions precedent specified in Article IX of the Plan have been satisfied or waived (in accordance with Article IX.C of the Plan); (c) the Plan is declared effective by the Debtors; and (d) the Debtors shall have Filed notice of the Effective Date with the Bankruptcy Court.

69. "*Eligible Holder*" means each Plan Sponsor that is a Holder of a Secured Notes Claim, that holds such Claim as of the Voting Record Date and is an "accredited investor" as such term is defined by Rule 501 of Regulation D, promulgated under the Securities Act as determined by the Debtors pursuant to the terms of the UPA.

70. "*Entity*" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

71. "*Environmental Law*" means all federal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders, agreements and determinations and all common law concerning pollution or protection of the environment, or environmental impacts on human health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act; the Clean Water Act; the Clean Air Act; the Emergency Planning and Community Right-to-Know Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; and any state or local equivalents.

72. "*Equity Committee*" means the Official Committee of Equity Security Holders appointed by the U.S. Trustee pursuant to the *Notice of Appointment of Committee of Equity Security Holders* [Docket No. 918] on May 13, 2016.

73. "*Escrow Disbursement*" means the release of the First American Payment from the escrow via wire transfer to an account designated by the Debtors as set forth in the First American Settlement Agreement.

74. "*Estate*" means, as to each Debtor, the estate created for the Debtor on the Petition Date in its Chapter 11 Case pursuant to sections 301 and 541 of the Bankruptcy Code.

75. "*Exchange Act*" means the Securities Exchange Act of 1934, 15 U.S.C. § 78a, *et seq*, as amended.

76. "*Exculpated Party*" means collectively, in each case solely in their capacity as such: (a) each Debtor and Reorganized Debtor; (b) the Creditors' Committee; (c) the Equity Committee; (d) each of the Debtors' officers and directors employed or serving, as applicable, as of the Petition Date; and (e) solely with respect to the Entities identified in sections (a) through (d), such Entity and its current and former Affiliates, and such Entities and its current and former Affiliates' current and former shareholders, affiliates, attorneys, subsidiaries, principals, employees, agents, officers, directors, managers, trustees, partners, members, professionals, representatives, advisors, financial advisors, accountants, investment bankers, and consultants, each in their capacity as such.

77. "*Exculpation*" means the exculpation provision set forth in Article VIII.E hereof.

78. "*Executory Contract*" means a contract or lease to which one or more of the Debtors is a party and that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

79. "*Existing Interests*" means (a) any equity and all equity interests in a Debtor that is not held by another Debtor; and (b) any claim against the Debtors subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to any of the foregoing.

80. "*Federal Judgment Rate*" means the federal judgment rate in effect as of the Petition Date.

81. "*File*," "*Filed*," or "*Filing*" means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim, the Notice and Claims Agent.

82. "*Final DIP Order*" means the *Order (I) Authorizing the Debtors to Obtain Postpetition Secured Financing Pursuant to 11 U.S.C. §§ 105, 362, 363, and 364, (II) Authorizing the Postpetition Use of Cash Collateral, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(B), and (V) Granting Related Relief* [Docket No. 252], entered by the Bankruptcy Court on March 3, 2016.

83. "*Final Order*" means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, is in full force and effect, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek leave to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, motion for leave to appeal or petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken, motion for leave to appeal, or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which leave was sought or from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be taken or granted; provided, however, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, the Local Bankruptcy Rules of the Bankruptcy Court or any analogous rules under the CCAA or *Ontario Rules of Civil Procedure* may be filed relating to such order shall not prevent such order from being a Final Order.

84. "*First American*" means First American Title Insurance Company.

85. "*First American Payment*" means First American's contribution of Cash in the amount of three million dollars ($3,000,000) to the Debtors in connection with the Creditors' Committee Settlement in full and final satisfaction of First American's obligation under the First American Title Policies, as required by the First American Settlement Agreement.

86. "*First American Settlement Agreement*" means that certain settlement agreement dated as of July 8, 2016, by and between First American, the Debtors, the Secured Notes Indenture Trustee, the Secured Notes Collateral Agent and the Ad Hoc Group of Noteholders, pursuant to which, among other things: (a) First American shall make the First American Payment into escrow; (b) the Escrow Disbursement shall be released to an account designated by the Debtors on the Effective Date; (c) the Secured Notes Collateral Agent's claims for coverage under the First American Title Policies in respect of the Creditors' Committee Standing Motion Claims shall be released; and (d) the First American Title Policies shall terminate upon the release of the Escrow Disbursement contemporaneously with the release of the liens and deed of trusts insured under the First American Title Policies as provided in the First American Settlement Agreement, and First American shall have no further obligation under the First American Title Policies upon the release of the Escrow Disbursement; provided that to the extent there is any inconsistency between the foregoing and the executed written agreement documenting the First American Settlement, such executed written agreement will control.

87. "*First American Title Policies*" mean collectively (a) that certain lender's title insurance policy number no. NCS 552989 (L1), with respect to certain tracts of land in Rutherford County, North Carolina, subject to the Deed of Trust and securing the indebtedness owed under the Secured Notes; (b) that certain lender's title insurance policy number NCS 552989-1, with respect to certain tracts of land in Carbon County, Pennsylvania, subject to a mortgage/deed of trust securing the indebtedness owed under the Secured Notes; (c) that certain lender's title insurance policy number NCS 552989-4(L), with respect to certain tracts of land in Lawrence County, Pennsylvania, subject to a mortgage/deed of trust securing the indebtedness owed under the Secured Notes; (d) that certain lender's title insurance policy number NCS 552989-3 (L1), with respect to certain tracts of land in Roane County, Tennessee, subject to a deed of trust/mortgage securing the indebtedness owed under the Secured Notes; and (e) that certain lender's title insurance policy number NCS 552989-2 (L1), with respect to certain tracts of land in Cook County, Illinois, subject to a deed of trust/mortgage securing the indebtedness owed under the Secured Notes, (f) that certain owner's title insurance policy number NCS 552989 issued to Horsehead Metal Products, Inc., with respect to certain tracts of land in Rutherford County, North Carolina; (g) that certain owner's title insurance policy number NCS 552989-1(O) issued to Horsehead Corporation, with respect to certain tracts of land in Carbon County, Pennsylvania; (h) that certain owner's title insurance policy number NCS 552989-4 (O) issued to The International Metals Reclamation Co, with respect to certain tracts of land in Lawrence County, Pennsylvania; (i) that certain owner's title insurance policy number 552989-3 (O) issued to Horsehead Corporation, with respect to certain tracts of land in Roane County, Tennessee; and (j) that certain owner's title insurance policy number NCS 552989-2 (O) issued to Horsehead Corporation, with respect to certain tracts of land in Cook County, Illinois all of the foregoing as set forth in the First American Settlement Agreement.

88. "*General Unsecured Claim*" means any Unsecured Claim other than: (a) Intercompany Claims; (b) Administrative Claims; (c) Professional Fee Claims; (d) Priority Tax Claims; (e) Other Priority Claims; (f) Section 510(b) Claims; (g) Unsecured Notes Claims; (h) Convertible Notes Claims; and (i) Banco Bilbao Credit Agreement Claims.

89. "*General Unsecured Creditor Cash Account*" means a segregated bank account, in an authorized depository in the District of Delaware, established and maintained by the Reorganized Debtors in trust solely for the benefit of Holders of Allowed Claims in Class 8B, which shall be funded by the Reorganized Debtors in the amount of $11,875,000 on or before the Effective Date. No Claims other than Allowed Claims in Class 8B shall be allowed to participate in any distribution from the General Unsecured Creditor Cash Account. For the avoidance of doubt, the General Unsecured Creditor Cash Account and the Cash held therein shall not constitute property of the Reorganized Debtors and the Reorganized Debtors shall not have any reversionary or other interest in or with respect to the Cash held in the General Unsecured Creditor Cash Account.

90. "*General Unsecured Creditor Cash Pool*" means with respect to each Debtor other than Zochem, Cash in the aggregate amount of $11,875,000, which for purposes of distributions to Holders of Allowed Claims in Class 8B, shall be transferred by the Reorganized Debtors on or before the Effective Date into the General Unsecured Creditor Cash Account. For the avoidance of doubt, a Holder of an Allowed Claim in Class 8B shall be

entitled to a Pro Rata recovery on account of such Allowed Claim only with respect to the portion of the General Unsecured Creditor Cash Pool allocated to the Debtor subject to such Claim as agreed to by each of the Ad Hoc Group of Noteholders, the Debtors, and the Creditors' Committee and as set forth on **Exhibit A** attached hereto.

91. "*Governmental Unit*" shall have the meaning set forth in section 101(27) of the Bankruptcy Code.

92. "*Greywolf Entities*" means the funds and accounts managed by Greywolf Capital Management LP, and each of their respective Affiliates, successors, and assigns.

93. "*HMP*" means Horsehead Metal Products, LLC.

94. "*Holder*" means an Entity holding a Claim or an Interest, as applicable.

95. "*Horsehead Holding*" means Horsehead Holding Corp.

96. "*Impaired*" means, with respect to a Claim, or Class of Claims, "impaired" within the meaning of section 1124 of the Bankruptcy Code.

97. "*Information Officer*" means Richter Advisory Group Inc. in its capacity as Information Officer appointed by the Canadian Court in the Canadian Proceedings.

98. "*Initial Distribution Date*" means the date on which the Disbursing Agent shall make initial distributions to Holders of Claims pursuant to the Plan, which shall be a date no later than the Effective Date for Holders of Claims entitled to distributions of securities under the Plan, or as soon as reasonably practicable thereafter, and no later than forty-five (45) days after the Effective Date for Holders of all other Claims including Other General Unsecured Claims, or as soon as reasonably practicable thereafter but in any event no later than sixty (60) days after the Effective Date.

99. "*INMETCO*" means The International Metals Reclamation Company, LLC.

100. "*Insurance Contract*" means all insurance policies that have been issued at any time to or provide coverage to any of the Debtors and all agreements, documents or instruments relating thereto.

101. "*Insurer*" means any company or other entity that issued an Insurance Contract, any third party administrator, and any respective predecessors and/or affiliates thereof.

102. "*Intercompany Claim*" means any Claim held by a Debtor against any Debtor, including, for the avoidance of doubt, all prepetition and postpetition Claims.

103. "*Intercompany Interest*" means any Interest held by a Debtor in a Debtor.

104. "*Interest*" means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in the Debtors (including all options, warrants, rights, or other securities or agreements to obtain such an interest or share in such Debtor), whether or not arising under or in connection with any employment agreement and whether or not certificated, transferable, preferred, common, voting, or denominated "stock" or a similar security, including any claims against the Debtors subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to any of the foregoing.

105. "*Interim Compensation Order*" means the *Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals and Reimbursement of Creditors' Committee Member Expenses, and (II) Granting Related Relief* [Docket No. 380], entered by the Bankruptcy Court on April 4, 2016.

106. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

107. "*Lien*" shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

108. "*Local Bankruptcy Rules*" means the local rules for the United States Bankruptcy Court for the District of Delaware.

109. "*Macquarie Collateral Agency and Intercreditor Agreement*" means that certain Collateral Agency and Intercreditor Agreement, dated as of June 30, 2015, by and among Macquarie Bank Limited, in its capacity as Macquarie Credit Agreement Administrative Agent and Macquarie Credit Agreement Collateral Agent, as amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms.

110. "*Macquarie Credit Agreement*" means that certain Credit Agreement, dated as of June 30, 2015, by and among Horsehead Corporation, INMETCO, and HMP as borrowers, Horsehead Holding and Chestnut Ridge as guarantors, the Macquarie Credit Agreement Lenders, and the Macquarie Credit Agreement Administrative Agent, as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, and including all security and collateral agreements related thereto.

111. "*Macquarie Credit Agreement Administrative Agent*" means Macquarie Bank Limited, in its capacity as administrative agent under the Macquarie Credit Agreement, and any successor thereto.

112. "*Macquarie Credit Agreement Collateral Agent*" shall mean Macquarie Bank Limited, in its capacity as collateral agent for the Macquarie Credit Facility, and any successor thereto.

113. "*Macquarie Credit Agreement Claim*" means any Claim arising under or related to the Macquarie Credit Agreement, including but not limited to any deficiency Claim arising under or related to the Macquarie Credit Agreement, but subject to the terms and conditions of the Macquarie Credit Agreement Stipulation.

114. "*Macquarie Credit Facility*" means that certain credit facility entered into pursuant to the Macquarie Credit Agreement.

115. "*Macquarie Credit Agreement Stipulation*" means that certain stipulation entered into by and among the Debtors, the Creditors' Committee, the Ad Hoc Group of Noteholders and Cetus Capital, LLC, on behalf of its funds and affiliates in their capacity as beneficial holders of debt borrowed pursuant to the Macquarie Credit Facility settling, fixing and allowing the Macquarie Credit Agreement Claim in the amount of $32,850,000 plus interest and fees payable pursuant to Paragraph 18(c) of the Final DIP Order through the date on which such claim is paid, as approved by the Court on May 31, 2106 [Docket No. 998].

116. "*MEIP*" means the management equity incentive plan to be determined and implemented by the New Boards after the Effective Date. Ten percent (10%) of the New Common Equity shall be reserved for issuance pursuant to the MEIP, subject to dilution for any New Common Equity to be issued (a) pursuant to the Warrants, and (b) in connection with the Additional Capital Commitment.

117. "*New Boards*" means, collectively, the boards of directors and boards of managers of the Reorganized Debtors, as applicable, on and after the Effective Date to be appointed in accordance with the Plan Supplement.

118. "*New Common Equity*" means the limited liability company interests of Reorganized Horsehead.

119. "*New Limited Liability Company Agreement*" means the limited liability company agreement of Reorganized Horsehead as of the Effective Date, which shall contain a full waiver of any fiduciary duties otherwise applicable to managers of Reorganized Horsehead and which shall be consistent with the terms set forth in the Plan and otherwise in form and substance satisfactory to the Requisite Plan Sponsors.

120. "*New Organizational Documents*" means such certificates or articles of incorporation, certificates of formation, certificates of conversion, by-laws, limited liability company agreements (including the New Limited Liability Company Agreement), stockholders' agreements, registration rights agreements, or such other applicable formation and governance documents of some or all of the Reorganized Debtors, forms of which shall be included in the Plan Supplement and shall be satisfactory to the Requisite Plan Sponsors.

121. "*Notice and Claims Agent*" means Epiq Bankruptcy Solutions, LLC, in its capacity as notice and claims agent and administrative advisor for the Debtors' Estates.

122. "*OCP Order*" means the *Order (I) Authorizing the Debtors to Employ and Pay Professionals Utilized in the Ordinary Course of Business, and (II) Granting Related Relief* [Docket No. 326].

123. "*Other General Unsecured Claim*" means a General Unsecured Claim that is not a Zochem General Unsecured Claim.

124. "*Other Priority Claim*" means a Claim asserting a priority described in section 507(a) of the Bankruptcy Code that is not: (a) an Administrative Claim; (b) a DIP Facility Claim; (c) a Professional Fee Claim; or (d) a Priority Tax Claim.

125. "*Other Secured Claim*" means a Secured Claim that is not: (a) a DIP Facility Claim; (b) a Macquarie Credit Agreement Claim; (c) a Secured Notes Claim; or (d) a Priority Tax Claim (to the extent such Priority Tax Claim is a secured claim).

126. "*Person*" shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

127. "*Petition Date*" means February 2, 2016.

128. "*Plan*" means this *Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code*, as may be further amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, including the Plan Supplement, which is incorporated herein by reference and made part of this Plan as if set forth herein.

129. "*Plan Sponsors*" shall have the meaning set forth in the UPA.

130. "*Plan Sponsor Fees*" means any and all reasonable and documented fees, costs, expenses, disbursements and advances incurred or made by the Plan Sponsors solely in accordance with the terms of the UPA and incurred prior to the Effective Date.

131. "*Plan Supplement*" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, the form and substance of which is acceptable to the Requisite Plan Sponsors and the Debtors, which the Debtors shall File ten (10) days prior to the earlier of the Confirmation Objection Deadline and the Voting Deadline, or as soon as reasonably practical, and any additional documents, which documents shall also be acceptable to the Requisite Plan Sponsors and the Debtors, filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement, as may be amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code, and the Bankruptcy Rules, and which is comprised of, among other documents, the following: (a) New Organizational Documents; (b) Assumed Executory Contract and Unexpired Lease Schedule; (c) a schedule of retained Causes of Action; (d) the identity of the New Board for Reorganized Horsehead; (e) the final definitive UPA; (f) the Banco Bilbao Note; and (g) the Warrant Agreement. Any reference to the Plan Supplement in the Plan shall include each of the documents identified above as (a) through (g). The Debtors, with the consent of the Requisite Plan Sponsors, shall have the right to amend the documents contained in the Plan Supplement through and including the Effective Date in accordance with Article IX hereof.

132. "*Prepetition Indentures*" means the Secured Notes Indenture, the Unsecured Notes Indenture and the Convertible Notes Indenture.

133. "*Prepetition Indenture Trustees*" means the Secured Notes Indenture Trustee, the Unsecured Notes Indenture Trustee and the Convertible Notes Indenture Trustee.

134. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

135. "*Pro Rata*" means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes (or sub-Classes, as the case may be) entitled to share in the same recovery as such Allowed Claim under the Plan; provided, that, solely for purposes of this definition of Pro Rata as used in Article II.C hereof, the term Class shall also include a category for Holders of DIP Facility Claims.

136. "*Professional*" means any Entity: (a) retained in the Chapter 11 Cases pursuant to and in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and expenses incurred pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

137. "*Professional Fee Claims*" means all Claims for accrued fees and expenses (including success fees) for services rendered and expenses incurred by a Professional from the Petition Date through and including the Effective Date to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court.

138. "*Professional Fee Claims Estimate*" means the amount of Professional Fee Claims that are estimated by each Professional retained by the Creditors' Committee or the Debtors, as applicable, in good faith to be accrued but unpaid as of the Effective Date.

139. "*Professional Fee Escrow*" means an interest bearing escrow account to be funded on the Effective Date with Cash on hand in an amount equal to the Professional Fee Claims Estimate.

140. "*Proof of Claim*" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

141. "*Proof of Interest*" means a proof of Interest Filed against any of the Debtors in the Chapter 11 Cases.

142. "*Purchase Price*" means a price per UPA Unit equal to $160,000,000 divided by the number of UPA Units.

143. "*Quarterly Distribution Date*" means the first Business Day after the end of each quarterly calendar period (i.e., March 31, June 30, September 30, and December 31 of each calendar year) occurring after the Effective Date.

144. "*Reinstated*" or "*Reinstatement*" means: (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the Holder of such Claim so as to leave such Claim Unimpaired; or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim to demand or receive accelerated payment of such Claim after the occurrence of a default: (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) expressly does not require to be cured; (ii) reinstating the maturity (to the extent such maturity has not otherwise accrued by the passage of time) of such Claim as such maturity existed before such default; (iii) compensating the Holder of such Claim for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; (iv) if such Claim arises from a failure to perform a nonmonetary obligation other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A), compensating the Holder of such Claim (other than a Debtor or an insider (as defined in section 101(31) of the Bankruptcy Code)) for any actual pecuniary loss incurred by such Holder as a result of such failure; and (v) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitles the Holder.

145. "*Released Party*" means, collectively, in each case solely in their capacity as such: (a) each Debtor, the Debtors' Estates, and each Reorganized Debtor; (b) each of the Debtors' current and former officers directors, and managers; (c) the DIP Lenders; (d) the DIP Agent; (e) the Convertible Notes Indenture Trustee (and its predecessors); (f) the Plan Sponsors; (g) the Secured Notes Indenture Trustee; (h) the Secured Notes Collateral Agent; (i) the Unsecured Notes Indenture Trustee (and its predecessors); (j) the Ad Hoc Group of Noteholders; (k) the Creditors' Committee; (l) the Information Officer; (m) First American; (n) solely with respect to the Entities

identified in subsections (a) and (b) herein, each of such Entities' respective predecessors, successors and assigns, and respective current and former shareholders, Affiliates (including, with respect to the Debtors, Chestnut Ridge), subsidiaries, principals, employees, agents, officers, directors, managers, trustees, partners, members, professionals, representatives, advisors, attorneys, financial advisors, accountants, investment bankers, and consultants; and (o) solely with respect to the Entities identified in subsections (c) through (m) herein, each of such Entities' respective agents, attorneys, representatives, principals, employees, officers, directors, managers and advisors; provided, however, that First American shall only become a Released Party upon the release of the Escrow Disbursement.

146. "*Releasing Parties*" means each of the following in its capacity as such: (a) all Holders of Claims who are deemed to accept the Plan; (b) each Debtor and Reorganized Debtor; (c) the Debtors' current and former officers, directors, and managers; (d) the DIP Lenders; (e) the DIP Agent; (f) the Plan Sponsors; (g) the Secured Notes Indenture Trustee; (h) the Secured Notes Collateral Agent; (i) the Unsecured Notes Indenture Trustee; (j) the Convertible Notes Indenture Trustee; (k) the Ad Hoc Group of Noteholders; (l) the Creditors' Committee; (m) the Information Officer; (n) First American; and (o) all other Holders of Claims who vote to accept the Plan and who do not opt out of the release provided by the Plan pursuant to a duly completed ballot submitted prior to the Voting Deadline; provided, however, that First American shall only become a Releasing Party upon the release of the Escrow Disbursement.

147. "*Reorganized Debtors*" means each of the Debtors, as reorganized pursuant to and under the Plan or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

148. "*Reorganized Horsehead Corporation*" means reorganized Horsehead Corporation.

149. "*Reorganized Horsehead*" means reorganized Horsehead Holding LLC as converted to a Delaware limited liability company and as further reorganized pursuant to and under the Plan or any successor thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

150. "*Requisite Plan Sponsors*" shall have the meaning set forth in the UPA.

151. "*Restructuring Documents*" means the Plan, the Disclosure Statement, the Plan Supplement, and the various agreements and other documentation formalizing the Plan.

152. "*Restructuring Transactions*" means one or more transactions pursuant to section 1123(a)(5)(D) of the Bankruptcy Code to occur on the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (a) the execution and delivery of appropriate agreements or other documents of merger, sale, consolidation, equity issuance, certificates of incorporation, certificates of conversion, certificates of formation, operating agreements, bylaws, or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of sale, equity issuance, transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan; (c) the issuance of the New Common Equity, (d) the execution of the New Organizational Documents, (e) the vesting of the Debtors' assets in the Reorganized Debtors, in each case in accordance with the Plan; (f) the Additional Capital Commitment; and (g) all other actions that either (x) the Debtors and the Requisite Plan Sponsors, or (y) Reorganized Horsehead, as applicable, determine are necessary or appropriate to implement the Plan.

153. "*Schedules*" means the schedules of assets and liabilities, schedules of Executory Contracts or Unexpired Leases, and statement of financial affairs Filed by the Debtors on March 17, 2016 pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, and the Bankruptcy Rules, as they may be or may have been amended, modified, or supplemented from time to time [Docket Nos. 303–312].

154. "*Section 510(b) Claim*" means any Claim against any Debtor: (a) arising from the rescission of a purchase or sale of a security of any Debtor or an affiliate of any Debtor; (b) for damages arising from the purchase or sale of such a security; (c) or for reimbursement or contribution allowed under section 502 of the Bankruptcy

Code on account of such a claim; provided that a Section 510(b) Claim shall not include any claims subject to subordination under section 510(b) of the Bankruptcy Code arising from or related to Existing Interests.

155. "*Secured*" means when referring to a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in such Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) Allowed pursuant to the Plan as a Secured Claim.

156. "*Secured Notes*" means the 10.50% Senior Secured Notes due 2017 issued in the aggregate principal amount of $205,000,000 pursuant to the Secured Notes Indenture.

157. "*Secured Notes Claim*" means any Claim arising under or related to the Secured Notes, including but not limited to any deficiency Claim arising under or related to the Secured Notes and, notwithstanding anything herein to the contrary, any adequate protection Claim arising under the Final DIP Order (or any interim order related thereto).

158. "*Secured Notes Collateral Agent*" means U.S. Bank National Association, solely in its capacity as collateral agent for the Secured Notes under the Secured Notes Indenture.

159. "*Secured Notes Collateral Agent Fees*" shall mean any reasonable and documented fees, costs, expenses, disbursements and advances of the Secured Notes Collateral Agent and its professionals pursuant to the Secured Notes Indenture, including, without limitation, (a) any reasonable and documented fees, costs, expenses and disbursements of the Secured Notes Collateral Agent and its attorneys, advisors (including, without limitation, financial advisors), agents and other professionals and (b) any reasonable and documented fees, costs, or expenses for services performed by the Secured Notes Collateral Agent in connection with distributions made pursuant to this Plan, in each case, whether prior to, on or after the Petition Date, but prior to the Effective Date.

160. "*Secured Notes Indenture*" means that certain Indenture, dated as of July 26, 2012, by and among Horsehead Holding, as issuer, the subsidiary guarantors party thereto, and the Secured Notes Indenture Trustee, as amended, supplemented, or otherwise modified from time to time in accordance with its terms.

161. "*Secured Notes Indenture Trustee*" shall mean U.S. Bank National Association, solely in its capacity as indenture trustee under the Secured Notes Indenture, and any successors in such capacity.

162. "*Secured Notes Indenture Trustee Fees*" shall mean any reasonable and documented fees, costs, expenses, disbursements and advances of the Secured Notes Indenture Trustee and its professionals pursuant to the Secured Notes Indenture, including, without limitation, (a) any reasonable and documented fees, costs, expenses and disbursements of the Secured Notes Indenture Trustee and its attorneys, advisors (including, without limitation, financial advisors), agents and other professionals and (b) any reasonable and documented fees, costs, or expenses for services performed by the Secured Notes Indenture Trustee in connection with distributions made pursuant to this Plan, in each case, whether prior to, on or after the Petition Date, but prior to the Effective Date.

163. "*Securities Act*" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, together with the rules and regulations promulgated thereunder.

164. "*Security*" means a security as defined in section 2(a)(1) of the Securities Act.

165. "*Third-Party Release*" means the release provision set forth in Article VIII.D hereof.

166. "*Unexpired Lease*" means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

167. "*Unimpaired*" means, with respect to a Class of Claims, a Class of Claims that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

168. "*Unsecured Notes*" means the 9.00% Senior Notes due 2017, issued in the aggregate principal amount of $40,000,000 pursuant to the Unsecured Notes Indenture.

169. "*Unsecured Notes Claim*" means any Claim arising under or related to the Unsecured Notes or the Unsecured Notes Indenture, and certain fees, costs, expenses, indemnities, and other charges under the Unsecured Notes or the Unsecured Notes Indenture for purposes of asserting a Charging Lien in favor of the Unsecured Notes Indenture Trustee.

170. "*Unsecured Notes Indenture*" means that certain Indenture, dated as of July 29, 2014, by and among Horsehead Holding, as issuer, the subsidiary guarantors party thereto, and the Unsecured Notes Indenture Trustee, as amended, supplemented, or otherwise modified from time to time in accordance with its terms.

171. "*Unsecured Notes Indenture Trustee*" shall mean Wilmington Trust, National Association, solely in its capacity as indenture trustee under the Unsecured Notes Indenture, and any successors in such capacity.

172. "*Unsecured Notes Indenture Trustee Fees*" shall mean any reasonable and documented fees, costs, expenses, disbursements and advances of the Unsecured Notes Indenture Trustee and its professionals pursuant to the Unsecured Notes Indenture through and including the Effective Date.

173. "*UPA*" means that certain Unit Purchase and Support Agreement, dated [•], by and among the Debtors and the Plan Sponsors.

174. "*UPA Units*" means the New Common Equity to be issued pursuant to the UPA in an aggregate amount equal to 62.762% of the New Common Equity (representing 627,620 units) issued and outstanding on the Effective Date, subject to dilution only for any New Common Equity to be issued (a) pursuant to the Warrants, (b) pursuant to the MEIP and (c) on account of the Additional Capital Commitment at any time on or after the Effective Date.

175. "*Unsecured*" means, with respect to any Claim, any Claim that is not a Secured Claim.

176. "*U.S. Trustee*" means the United States Trustee for the District of Delaware.

177. "*U.S. Trustee Fees*" means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

178. "*Voting Deadline*" means August 19, 2016, at 4:00 p.m. (prevailing Eastern time).

179. "*Voting Record Date*" means July 7, 2016.

180. "*Warrant Agreement*" means that certain warrant agreement setting forth the full terms and conditions of the Warrants, the form of which will be negotiated in good faith between the Debtors, the Plan Sponsors and the Creditors' Committee and included as part of the Plan Supplement.

181. "*Warrants*" means those certain warrants to acquire 70,213 units of the New Common Equity (which will be equal to six percent (6%) of the outstanding and reserved units of New Common Equity as of the Effective Date), which warrants (a) shall be exercisable, as of the Effective Date, at a price per unit equal to $737,500,000.00 divided by 1,170,213, (b) shall expire on the six (6) year anniversary of the Closing Date (as defined in the UPA), (c) shall be evidenced by the Warrant Agreement, and (d) shall be subject to dilution by any units of New Common Equity to be issued on account of the Additional Capital Commitment Units at any time on or after the Closing Date.

182. "*Zochem*" means Zochem Inc.

183. "*Zochem General Unsecured Claim*" means a General Unsecured Claim against Zochem.

B. Rules of Interpretation

For purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with its respective terms and the terms hereof; (4) any reference to an Entity as a Holder of a Claim includes that Entity's successors and assigns; (5) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (6) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (7) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (10) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (11) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (12) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (13) references to "Proofs of Claim," "Holders of Claims," "Disputed Claims," and the like shall include "Proofs of Interest," "Holders of Interests," "Disputed Interests," and the like as applicable; and (14) any effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court, the Canadian Court or any other Entity. References in the Plan to the Debtors shall mean the Debtors, prior to and on the Effective Date, and the Reorganized Debtors after the Effective Date.

C. Computation of Time

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Delaware, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, and any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control).

E. Reference to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II.
ADMINISTRATIVE CLAIMS AND PRIORITY TAX CLAIMS

A. Administrative Claims and Professional Fee Claims

Other than with respect to the DIP Facility Claims, and unless otherwise agreed to by the Holder of an Allowed Administrative Claim or an Allowed Professional Fee Claim, and the Debtors or the Reorganized Debtors,

as applicable, to the extent an Allowed Administrative Claim or an Allowed Professional Fee Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each Holder of an Allowed Administrative Claim and/or an Allowed Professional Fee Claim will receive, in full and final satisfaction of its Allowed Administrative Claim and/or Allowed Professional Fee Claim, Cash equal to the amount of the unpaid portion of such Allowed Administrative Claim and/or Allowed Professional Fee Claim either: (1) if such Administrative Claim and/or Allowed Professional Fee Claim is Allowed as of the Effective Date, no later than thirty (30) days after the Effective Date or as soon as reasonably practicable thereafter; (2) if the Administrative Claim and/or Professional Fee Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order of the Bankruptcy Court Allowing such Administrative Claim and/or Professional Fee Claim becomes a Final Order, or as soon thereafter as reasonably practicable thereafter; or (3) if the Allowed Administrative Claim and/or Allowed Professional Fee Claim is based on liabilities incurred by the Debtors' Estates in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim and/or Allowed Professional Fee Claim, without any further action by the Holder of such Allowed Administrative Claim and/or Allowed Professional Fee Claim.

Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court (including the OCP Order) or as provided by Article II.B or Article II.C hereof, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Debtors no later than the Administrative Claims Bar Date, which shall be the later of (a) the deadline established by the Bankruptcy Court pursuant to the Claims Bar Date Order and (b) the first Business Day that is forty-five (45) days following the Effective Date; provided, that, the Administrative Claims Bar Date shall not apply to claims entitled to administrative priority that arise on or after the Petition Date in the ordinary course of the Debtors' businesses. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not file and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the requesting party by the Administrative Claims Objection Bar Date.

B. Professional Compensation

1. Final Fee Applications

All final requests for payment of Professional Fee Claims must be filed with the Bankruptcy Court and served on the Debtors (or the Reorganized Debtors) no later than the first Business Day that is sixty (60) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Bankruptcy Court in the Chapter 11 Cases, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court.

2. Professional Fee Escrow

If the Professional Fee Claims Estimate is greater than zero, as soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow. The Debtors shall fund the Professional Fee Escrow with Cash equal to the Professional Fee Claims Estimate. Funds held in the Professional Fee Escrow shall not be considered property of the Debtors' Estates or property of the Reorganized Debtors, but shall revert to the Reorganized Debtors only after all Professional Fee Claims allowed by the Bankruptcy Court have been irrevocably paid in full. The Professional Fee Escrow shall be held in trust for Professionals retained by the Creditors' Committee or the Debtors and for no other parties until all Professional Fee Claims Allowed by the Bankruptcy Court have been paid in full. Professional Fees owing to the applicable Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow when such Claims are Allowed by an order of the Bankruptcy Court; provided, that obligations with respect to Professional Fee Claims shall not be limited nor deemed limited to the balance of funds held in the Professional Fee Escrow. No Liens, claims, or interests shall encumber the Professional Fee Escrow in any way.

3. Post-Effective Date Fees and Expenses

Except as otherwise specifically provided in the Plan, on and after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall, in the ordinary course of business and without any further notice to or

action, order, or approval of the Bankruptcy Court or the Canadian Court, pay in Cash the reasonable legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors or the Reorganized Debtors, as applicable. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention for services rendered after such date shall terminate, and the Debtors or the Reorganized Debtors, as applicable, may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court or the Canadian Court.

C. DIP Facility Claims

Except to the extent that a Holder of an Allowed DIP Facility Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Facility Claim, each such Allowed DIP Facility Claim shall be paid in full, in Cash, by the Debtors on the Effective Date.

D. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, DIP Facility Claims, and Priority Tax Claims have not been classified and are thus excluded from the Classes of Claims and Interests set forth in this Article III. All Claims and Interests, other than Administrative Claims, Professional Fee Claims, DIP Facility Claims, and Priority Tax Claims are classified in the Classes set forth in this Article III for all purposes, including voting, Confirmation, and distributions pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is classified in a particular Class only to the extent that such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

1. Class Identification

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as set forth below. The Plan shall apply as a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Claims shall be treated as set forth in Article III.D hereof. For all purposes under the Plan, each Class will contain sub-Classes for each of the Debtors (i.e., there will be thirteen (13) Classes for each Debtor); provided, that, (w) Class 3, Class 4, Class 5, and Class 8B shall be vacant for Zochem; (x) Class 7 shall be vacant for each Debtor other than Horsehead Holding and Horsehead Corporation; (y) Class 6 shall be vacant for each Debtor other than Horsehead Holding; and (z) Class 11 shall be vacant for Horsehead Holding.

Class 1	Each Debtor	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Each Debtor	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Each Debtor other than Zochem	Macquarie Credit Agreement Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)

Class 4	Each Debtor other than Zochem	Secured Notes Claims	Impaired	Entitled to Vote
Class 5	Each Debtor other than Zochem	Unsecured Notes Claims	Impaired	Entitled to Vote
Class 6	Horsehead Holding	Convertible Notes Claims	Impaired	Entitled to Vote
Class 7	Horsehead Holding and Horsehead Corporation	Banco Bilbao Credit Agreement Claims	Impaired	Entitled to Vote
Class 8A	Zochem	Zochem General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 8B	Each Debtor other than Zochem	Other General Unsecured Claims	Impaired	Entitled to Vote
Class 9	Each Debtor	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 10	Each Debtor	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 11	Each Debtor other than Horsehead Holding	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 12	Each Debtor	Existing Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. ~~Treatment of Claims and Interests~~

1. Class 1 - Other Secured Claims

(a) *Classification*: Class 1 consists of all Allowed Other Secured Claims.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment of its Allowed Other Secured Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each such Holder thereof shall receive, at the option of the Reorganized Debtors, either:

(i) payment in full in cash of such Holder's Allowed Other Secured Claim;

(ii) Reinstatement of such Holder's Allowed Other Secured Claim;

(iii) the Debtors' interest in the collateral securing such Allowed Other Secured Claim; or

(iv) such other treatment rendering such Holder's Allowed Other Secured Claim Unimpaired.

(c) *Voting:* Class 1 is Unimpaired under the Plan. Holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class 2 - Other Priority Claims

(a) *Classification*: Class 2 consists of all Allowed Other Priority Claims.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment of its Allowed Other Priority Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed

Other Priority Claim, each such Holder thereof shall receive, at the option of the Reorganized Debtors, either:

(i) payment in full in cash of such Holder's Allowed Other Priority Claim; or

(ii) such other treatment rendering such Holder's Allowed Other Priority Claim Unimpaired.

(c) *Voting*: Class 2 is Unimpaired under the Plan. Holders of Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class 3 - Macquarie Credit Agreement Claims

(a) *Classification*: Class 3 consists of all Allowed Macquarie Credit Agreement Claims for all applicable Debtors. For the avoidance of doubt, all Allowed Macquarie Credit Agreement Claims shall subject to the terms and conditions of the Macquarie Credit Agreement Stipulation.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Macquarie Credit Agreement Claim agrees to a less favorable treatment of its Allowed Macquarie Credit Agreement Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Macquarie Credit Agreement Claim, each such Holder thereof shall receive payment in full in cash of such Holder's Allowed Macquarie Credit Agreement Claim.

(c) *Voting*: Class 3 is Unimpaired under the Plan. Holders of Allowed Macquarie Credit Agreement Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

4. Class 4 - Secured Notes Claims

(a) *Classification:* Class 4 consists of all Allowed Secured Notes Claims for all applicable Debtors.

(b) *Allowance*: The Secured Notes Claims are Allowed in the amount of $205,000,000 on account of unpaid principal, plus interest, fees and other expenses, arising under or in connection with the Secured Notes Claims.

(c) *Treatment:* Except to the extent that a Holder of an Allowed Secured Notes Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Secured Notes Claim, each Holder thereof shall receive such Holder's Pro Rata share of (i) 93.29% of the New Common Equity (representing 347,380 units), subject to dilution only for the UPA Units and any New Common Equity to be issued (a) pursuant to the Warrants, (b) pursuant to the MEIP and (c) in connection with the Additional Capital Commitment, without reduction on account of Secured Notes Indenture Trustee Fees so long as such fees are paid in accordance with Article XII.D hereof.

Notwithstanding anything to the contrary in the Plan, no Holder of an Allowed Secured Notes Claim shall be entitled to receive any distribution from or share in the General Unsecured Creditor Cash Pool on account of any deficiency Claim or otherwise.

(d) *Voting:* Class 4 is Impaired under the Plan. Holders of Allowed Secured Notes Claims are entitled to vote to accept or reject the Plan.

5. Class 5 - Unsecured Notes Claims

(a) *Classification:* Class 5 consists of all Allowed Unsecured Notes Claims for all applicable Debtors.

(b) *Allowance*: The Unsecured Notes Claims are Allowed in the amount of $40,000,000 on account of unpaid principal, plus interest through the Petition Date, and fees and other expenses, arising under or in connection with the Unsecured Notes Claims.

(c) *Treatment:* Except to the extent that a Holder of an Allowed Unsecured Notes Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Unsecured Notes Claim, each Holder of Allowed Unsecured Notes Claims shall receive such Holder's Pro Rata portion of 6.71% of New Common Equity (representing 25,000 units), subject to dilution only for the UPA Units and any New Common Equity to be issued (a) pursuant to the Warrants, (b) pursuant to the MEIP and (c) in connection with the Additional Capital Commitment without reduction on account of Unsecured Notes Indenture Trustee Fees so long as such Unsecured Notes Indenture Trustee Fees are paid in accordance with Article XII.D hereof.

(d) *Voting:* Class 5 is Impaired under the Plan. Holders of Allowed Unsecured Notes Claims are entitled to vote to accept or reject the Plan.

6. Class 6 - Convertible Notes Claims

(a) *Classification:* Class 6 consists of all Allowed Convertible Notes Claims.

(b) *Allowance*: The Convertible Notes Claims are Allowed in the amount of $100,000,000 on account of unpaid principal, plus interest through the Petition Date, and fees and other expenses, arising under or in connection with the Convertible Notes Claims.

(c) *Treatment:* Except to the extent that a Holder of an Allowed Convertible Notes Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Convertible Notes Claim each Holder thereof shall receive such Holder's Pro Rata share of the Warrants without reduction on account of Convertible Notes Indenture Trustee Fees so long as such Convertible Notes Indenture Trustee Fees are paid in accordance with Article XII.D hereof.

(d) *Voting:* Class 6 is Impaired under the Plan. Holders of Convertible Notes Claims are entitled to vote to accept or reject the Plan.

7. Class 7 - Banco Bilbao Credit Agreement Claims

(a) *Classification:* Class 7 consists of all Allowed Banco Bilbao Credit Agreement Claims for all applicable Debtors.

(b) *Treatment:* Except to the extent that a Holder of an Allowed Banco Bilbao Credit Agreement Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Banco Bilbao Credit Agreement Claim, each Holder of an Allowed Banco Bilbao Credit Agreement Claim shall receive such Holders' Pro Rata share of the Banco Bilbao Note.

(c) *Voting:* Class 7 is Impaired under the Plan. Holders of Allowed Banco Bilbao Credit Agreement Claims are entitled to vote to accept or reject the Plan.

8. Class 8A - Zochem General Unsecured Claims

(a) *Classification:* Class 8A consists of all Allowed Zochem General Unsecured Claims.

(b) *Treatment:* Except to the extent that a Holder of an Allowed Zochem General Unsecured Claim agrees to a less favorable treatment of its Allowed Zochem General Unsecured Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Zochem General Unsecured Claim, each such Allowed Zochem General Unsecured Claim shall be Reinstated; provided that that all Allowed Zochem General Unsecured Claims shall be paid in full in Cash no later than 45 days after the Effective Date.

(c) *Voting:* Class 8A is Unimpaired under the Plan. Holders of Allowed Zochem General Unsecured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

9. Class 8B - Other General Unsecured Claims

(a) *Classification*: Class 8B consists of all Allowed Other General Unsecured Claims.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other General Unsecured Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other General Unsecured Claim, each such Holder thereof shall receive such Holder's Pro Rata share of Cash in the amount of $11,875,000 as allocated on a Debtor-by-Debtor basis in accordance with **Exhibit A** to the Plan.

(c) *Voting*: Class 8B is Impaired under the Plan. Holders of Allowed Other General Unsecured Claims are entitled to vote to accept or reject the Plan.

10. Class 9 - Section 510(b) Claims

(a) *Classification*: Class 9 consists of all Allowed Section 510(b) Claims.

(b) *Treatment*: Section 510(b) Claims will be canceled, released, discharged, and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.

(c) *Voting*: Class 9 is Impaired under the Plan. Holders of Section 510(b) Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

11. Class 10 - Intercompany Claims

(a) *Classification*: Class 10 consists of all Allowed Intercompany Claims.

(b) *Treatment*: Intercompany Claims shall be, at the option of the Reorganized Debtors, either:

(i) Reinstated as of the Effective Date; or

(ii) cancelled without any distribution on account of such Claims.

(c) *Voting*: Class 10 is Impaired under the Plan. Holders of Intercompany Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

12. Class 11 - Intercompany Interests

(a) *Classification:* Class 11 consists of all Allowed Intercompany Interests.

(b) *Treatment*: Intercompany Interests shall be, at the option of the Reorganized Debtors, ~~either:~~

(i) Reinstated as of the Effective Date; or

(ii) cancelled without any distribution on account of such Interests.

(c) *Voting*: Class 11 is Impaired under the Plan. Holders of Intercompany Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

13. Class 12 - Existing Interests

(a) *Classification:* Class 12 consists of all Allowed Existing Interests.

(b) *Treatment*: On the Effective Date, all Existing Interests shall be cancelled without any distribution on account of such Interests.

(c) *Voting:* Class 12 is Impaired under the Plan. Holders of Existing Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

D. Elimination of Vacant Classes

Any Class of Claims that does not have a Holder eligible to vote as of the Voting Deadline (as such date may be extended in accordance with the solicitation procedures approved pursuant to the Disclosure Statement Order) 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.

E. Voting Classes; Presumed Acceptance by Non-Voting Classes

If a Class contains Holders of 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 presumed accepted by the Holders of such Claims in such Class.

F. Intercompany Interests and Intercompany Claims

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests or Intercompany Claims are not being received by holders of such Intercompany Interests or Intercompany Claims on account of their Intercompany Interests or Intercompany Claims but for the purposes of administrative convenience. For the avoidance of doubt, to the extent Reinstated pursuant to the Plan, on and after the Effective Date, all Intercompany Interests shall continue to be owned by the same Reorganized Debtor that corresponds with the Debtor that owned such Intercompany Interests prior to the Effective Date.

G. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance ~~of the Plan by at least one Impaired Class of Claims.~~ The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims. The Debtors reserve the right to modify the Plan in accordance with Article X hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims to render such Class of Claims Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. Overview of Settlements in Connection with the Plan

Pursuant to section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration of the distributions and other benefits provided under the Plan, the Plan constitutes a request for the Bankruptcy Court to authorize and approve, among other things, the Creditors' Committee Settlement as implemented herein. Distributions to be made to Holders of (1) Unsecured Notes Claims, (2) Convertible Notes Claims, (3) Banco Bilbao Credit Agreement Claims and (4) Other General Unsecured Claims pursuant to the Plan shall be made on account of and in consideration of, among other things, the Creditors' Committee Settlement, pursuant to which, on the Effective Date of the Plan, the Creditors' Committee shall release the Creditors' Committee Standing Motion Claims. The Creditors' Committee Settlement also includes, among other things, the First American Payment, which payment shall be used to fund, in part, the Cash payment being made to Holders of Other General Unsecured Claims pursuant to this Plan. Entry of the Confirmation order shall confirm (a) the Bankruptcy Court's approval, as of the Effective Date, of the Plan and all components of the Creditors' Committee Settlement and (b) the Bankruptcy Court's finding that the Creditors' Committee Settlement is (x) in the best interest of the Debtors, their respective Estates and the Holders of Claims and (y) fair, equitable and reasonable.

B. No Substantive Consolidation

The Plan is being proposed as a joint plan of reorganization of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan of reorganization for each Debtor. The Plan is not premised upon the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in the Plan.

C. Restructuring Transactions

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors, with the consent of the Requisite Plan Sponsors, may take all actions as may be necessary or appropriate to effectuate any transaction

described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan. Such actions shall include:

- All Existing Interests in Horsehead Holding shall be cancelled as of the Effective Date.
- On the Effective Date, Horsehead Holding shall be converted from a Delaware corporation to a Delaware limited liability company that will elect to be taxed as a corporation for U.S. federal income tax purposes. For U.S. federal income tax purposes, the conversion of Horsehead Holding is intended to be treated as a reorganization under Section 368(a)(1)(F) of the Internal Revenue Code.
- Following such conversion of Horsehead Holding to a Delaware limited liability company on the Effective Date, Horsehead Holding shall issue the New Common Equity in accordance with the terms of the Plan directly to those holders of Claims entitled to receive New Common Equity, and Horsehead Holding shall become the Reorganized Horsehead, each other Debtor's ultimate parent company, upon Consummation.
- On the Effective Date, Reorganized Horsehead shall issue New Common Equity (1) Holders of Secured Notes Claims and Unsecured Notes Claims; and (2) to the applicable Plan Sponsors pursuant to the Plan and the UPA.
- ~~On the Effective Date, the Additional Capital Commitment Participants and Reorganized~~ Horsehead shall be bound by the purchase obligation and issuance obligations, respectively, with respect to the Additional Capital Commitment Units, in each case, pursuant to the terms of the UPA.
- On the Effective Date, the New Limited Liability Company Agreement shall be adopted by Reorganized Horsehead and shall be deemed to be valid, binding and enforceable in accordance with its terms, and each holder of New Common Equity shall be fully bound thereby in all respects. Each party receiving New Common Equity shall not be required to execute the New Limited Liability Company Agreement before receiving its respective distributions of New Common Equity under the Plan, including any New Common Equity issued pursuant to the UPA. Any such party who does not execute the New Limited Liability Company Agreement shall be automatically deemed to have accepted the terms of the New Limited Liability Company Agreement (in its capacity as a member of Reorganized Horsehead) and to be a party thereto without further action.

The Restructuring Transactions may include one or more additional actions, including one or more inter-company mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, assignments, liquidations, or other corporate transactions as may be determined by the Debtors to be necessary. The actions to implement the Restructuring Transactions may include: (1) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable Entities agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; and (4) all other actions that the applicable Entities, with the consent of the Requisite Plan Sponsors, determine to be necessary, including making filings or recordings that may be required by applicable law in connection with the Plan.

D. Sources of Consideration

The Reorganized Debtors shall fund distributions and satisfy applicable Allowed Claims under the Plan with (i) Cash on hand, including Cash from operations, (ii) the New Common Equity, (iii) Cash proceeds from the purchase of New Common Equity pursuant to the UPA, (iv) the Warrants, and (v) the First American Payment.

E. UPA and the Additional Capital Commitment

Prior to the Effective Date, pursuant to the terms of the UPA, the Eligible Holders shall have the right to elect to commit to purchase Additional Capital Commitment Units and consequently participate in the Additional Capital Commitment. Such Additional Capital Commitment Units, an Eligible Holder's right to elect to purchase such Additional Capital Commitment Units and consequently participate in the Additional Capital Commitment, and Reorganized Horsehead's obligations to elect to exercise such Additional Capital Commitment and issue such Additional Capital Commitment Units are, in each case, subject to the terms and conditions of the UPA.

F. Issuance of New Common Equity

Upon the Effective Date, all equity interests of Horsehead Holding shall be cancelled and Reorganized Horsehead shall issue the New Common Equity, as set forth under the Plan (including the UPA Units to the Plan Sponsors). Reorganized Horsehead shall ensure it has sufficient available New Common Equity in order to issue the Additional Capital Commitment Units to the Additional Capital Commitment Participants pursuant to the terms of the UPA. On the Effective Date, the Reorganized Debtors shall issue all securities, notes, instruments, certificates, and other documents required to be issued pursuant to the Plan.

Each unit of the New Common Equity issued pursuant to the Plan shall be validly issued, fully paid, and non-assessable. The New Limited Liability Company Agreement and any other New Organizational Documents shall be adopted on the Effective Date and shall be deemed to be valid, binding and enforceable in accordance with its terms, and each holder of New Common Equity shall be fully bound thereby in all respects.

G. Funding of General Unsecured Creditor Cash Account

The General Unsecured Creditor Cash Pool shall be transferred by the Reorganized Debtors on or before the Effective Date into the General Unsecured Creditor Cash Account and, subject to Article VI.H hereof, utilized by the Reorganized Debtors solely for distributions to Holders of Allowed Claims in Class 8B in accordance with the Plan. No costs incurred by the Reorganized Debtors shall be paid from the General Unsecured Creditor Cash Account, whether such costs relate to implementation of the Plan or otherwise, and the Reorganized Debtors shall not grant control over, or a security interest in, the General Unsecured Creditor Cash Account to any party.

H. Continued Corporate Existence.

The Reorganized Debtors shall adopt the New Organizational Documents. The Reorganized Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary or appropriate to consummate the Plan.

I. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, all property in each Estate, all Causes of Action (unless otherwise released or discharged pursuant to the Plan), and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, the Reorganized Debtors may operate their business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court or the Canadian Court and free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules or the CCAA.

J. New Organizational Documents.

Each of the Reorganized Debtors will file its applicable New Organizational Documents, including the certificate of conversion and certificate of formation for Reorganized Horsehead, with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation or formation in accordance with the corporate laws of the respective state, province, or country of incorporation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents will prohibit the issuance of nonvoting equity securities. After the Effective Date, the Reorganized Debtors may amend and restate their respective New Organizational Documents and other constituent documents as permitted by the laws of their respective state, province, or country of incorporation and their respective New Organizational Documents.

K. Directors, Managers, and Officers of the Reorganized Debtors.

As of the Effective Date, the officers and members of the board of directors and board of managers of the Reorganized Debtors shall be appointed in accordance with the respective New Organizational Documents. To the extent any such director, manager, or officer of the Reorganized Debtors is an "insider" under the Bankruptcy Code, the Debtors also will disclose the nature of any compensation to be paid to such director or officer in the Plan Supplement. Each such director, manager, and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of the Reorganized Debtors.

L. Registration Exemptions.

Subject to the below, pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of (1) the New Common Equity issued to Holders of Secured Notes Claims and Unsecured Notes Claims, (2) the Warrants issued to Holders of Convertible Notes Claims, (3) the New Common Equity issued upon exercise of the Warrants or any other security obtainable upon exercise of the Warrants pursuant to their terms, and (4) the Banco Bilbao Note to Holders of Banco Bilbao Credit Agreement Claims (collectively, the "Section 1145 Securities"), as contemplated by the Plan shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act, and any other applicable United States, state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities and shall be exempt from the registration and prospectus requirements of applicable Canadian securities laws and regulations. Such Section 1145 Securities will not be "restricted securities" (as defined in Rule 144(a)(3) under the Securities Act) and will be freely tradable and transferable by any initial recipient thereof that (x) is not an "affiliate" of the Reorganized Debtors (as defined in Rule 144(a)(1) under the Securities Act), (y) has not been such an "affiliate" within 90 days of such transfer, and (z) is not an entity that is an "underwriter" as defined in section 1145(b) of the Bankruptcy Code. Under Canadian securities laws and regulations, the Section 1145 Securities will be subject to statutory restrictions upon resale in Canada and may only be resold pursuant to an applicable statutory exemption or discretionary order.

Should the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the Section 1145 Securities through the facilities of The Depository Trust Company ("DTC"), the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of such New Common Equity under applicable securities laws. If applicable, the DTC shall be required to accept and conclusively rely upon the Plan and Confirmation Order in lieu of a legal opinion regarding whether such Section 1145 Securities are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, the DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether such Section 1145 Securities are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

Pursuant to Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder, the offering, issuance, and distribution of the New Common Equity issued to the Plan Sponsors and the Additional Capital Commitment Units issued to the Additional Capital Commitment Participants, in each case, pursuant to the terms of the UPA, shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable United States, state, or local law requiring registration prior to the offering, issuance, distribution, or sale of Securities and shall be exempt from the registration and prospectus requirements of applicable Canadian securities laws and regulations. Such Securities will be "restricted securities" (as defined in Rule 144(a)(3) under the Securities Act) subject to resale restrictions and may be resold, exchanged, assigned or

otherwise transferred only pursuant to registration, or an applicable exemption from registration under the Securities Act and other applicable law. Under Canadian securities laws and regulations, these securities will be subject to statutory restrictions upon resale in Canada and may only be resold pursuant to an applicable statutory exemption or discretionary order.

M. General Settlement of Claims

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies resolved pursuant to the Plan, including the controversies resolved by the global settlement between the Debtors, the Creditors' Committee and the Ad Hoc Group of Noteholders as described in the Disclosure Statement and pursuant to Article IV.A hereof. All distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final.

N. Intercompany Account Settlement

The Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary to enable the Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

O. Cancellation of Existing Securities and Agreements

On the Effective Date, except to the extent otherwise provided in the Plan, and except with respect to the indemnification obligations set forth in Section 9.05 of the DIP Credit Agreement, all notes, instruments, certificates, and other documents evidencing Claims or Interests, and the Secured Notes Indenture, the Unsecured Notes Indenture, and the Convertible Notes Indenture, shall be deemed cancelled and surrendered without any need for a Holder to take further action with respect to any note(s) or security, the obligations of the Debtors thereunder or in any way related thereto shall be deemed satisfied in full and discharged, and the Secured Notes Indenture Trustee, the Secured Notes Collateral Agent, the Unsecured Notes Indenture Trustee, and the Convertible Notes Indenture Trustee shall have no further obligations or duties thereunder; provided, however, that notwithstanding Confirmation or Consummation, any such agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of (1) allowing Holders to receive distributions under the Plan and (2) allowing Holders of Claims to retain their respective rights and obligations vis-à-vis other Holders of Claims pursuant to the applicable loan documents; provided, further, however, that the preceding proviso shall not affect the discharge of Claims pursuant to the Bankruptcy Code, the Confirmation Order, the Confirmation Recognition Order, or the Plan or affect any of the release, third-party release, Exculpation or injunction provisions contained in Article VIII of this Plan, or result in any expense or liability to the Reorganized Debtors, as applicable; provided, further, that the foregoing shall not affect the issuance of units issued pursuant to the Restructuring Transactions nor any other units held by one Debtor in the capital of another Debtor; provided, further, that each of the Unsecured Notes Indenture and the Convertible Notes Indenture shall continue in effect against the Debtors solely for the purposes of (a) preserving any rights of the Unsecured Notes Indenture Trustee and the Convertible Notes Indenture Trustee, as applicable, to indemnification or contribution from, respectively, Holders of Unsecured Notes or Convertible Notes under the Unsecured Notes Indenture or the Convertible Notes Indenture or any direction provided by Holders of the Unsecured Notes or Convertible Notes under the Unsecured Notes Indenture of the Convertible Notes Indenture, as applicable, (b) permitting the Unsecured Notes Indenture Trustee and the Convertible Notes Indenture Trustee to maintain or assert any right or Charging Lien each may have against distributions pursuant to the terms of the Unsecured Notes Indenture or the Convertible Notes Indenture, as applicable, to recover unpaid fees and expenses (including the fees and expenses of its counsel, agents, and advisors) of the Unsecured Notes Indenture Trustee and the Convertible Notes Indenture Trustee to the extent payable pursuant to Article XII.D hereof, unless paid pursuant to Article XII.D hereof; (c) enforcing any rights and remedies as between Holders of Unsecured Notes or Convertible Notes thereunder or as between any Holder of Unsecured Notes and the Unsecured Notes Indenture Trustee or as between any Holder of Convertible Notes and the Convertible Notes Indenture Trustee; and (d) the payment of reasonable and documented fees and expenses incurred by the Unsecured Notes Indenture Trustee and

the Convertible Notes Indenture Trustee to the extent payable pursuant to Article XII.D hereof, unless paid pursuant to Article XII.D hereof.

P. Corporate Action

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, or any other Entity or Person, including, without limitation: (1) adoption or assumption, as applicable, of the agreements with existing management; (2) rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases; (3) selection of the managers and officers for the Debtors; (4) the distribution of the New Common Equity as provided herein; (5) implementation of the Restructuring Transactions; and (6) all other acts or actions contemplated, or reasonably necessary or appropriate to properly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors.

On or (as applicable) prior to the Effective Date, the appropriate officers, managers, or authorized persons of the Debtors (including any president, vice-president, chief executive officer, treasurer, general counsel, or chief financial officer thereof), shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, certificates of formation, bylaws, operating agreements, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Debtors, including the New Common Equity, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.P shall be effective notwithstanding any requirements under non-bankruptcy law.

Q. Effectuating Documents; Further Transactions

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

R. Section 1146 Exemption

Pursuant to, and to the fullest extent permitted by, section 1146 of the Bankruptcy Code, any transfers of property pursuant hereto or pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, sales and use tax, mortgage recording tax, or other similar tax or governmental assessment, and the Confirmation Order shall direct and shall be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment.

S. MEIP

The MEIP shall either be: (a) determined by the New Boards after the Effective Date; or (b) adopted by the New Boards on the Effective Date.

T. Director and Officer Liability Insurance

Notwithstanding anything contained in the Plan to the contrary, the D&O Liability Insurance Policies, in effect on the Effective Date, shall be continued. To the extent that the D&O Liability Insurance Policies are deemed

to be Executory Contracts, then, notwithstanding anything in the Plan to the contrary, the Debtors shall be deemed to have assumed all of the Debtors' unexpired D&O Liability Insurance Policies pursuant to sections 365(a) and 1123 of the Bankruptcy Code effective as of the Effective Date. Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the unexpired D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity or other obligations of the insurers under any of the D&O Liability Insurance Policies.

In addition, after the Effective Date, none of the Debtors shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies (including any "tail policy") in effect on the Petition Date, with respect to conduct occurring prior thereto, and all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such directors and officers remain in such positions after the Effective Date.

U. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released (including pursuant to the Debtor Release and the Third Party Release), the Debtors and the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Debtors' and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against such Entity as any indication that the Debtors and the Reorganized Debtors will not pursue any and all available Causes of Action against such Entity. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action, including with respect to rejected Executory Contracts and Unexpired Leases, against any Entity, except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court Final Order, the Debtors and the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

V. Release of Avoidance Actions

On the Effective Date, the Debtors, on behalf of themselves and their estates, shall release any and all Avoidance Actions that may be assertable against (1) a trade creditor of any Debtor and/or Reorganized Debtor; (2) Holders of Unsecured Notes; (3) Holders of Convertible Notes; (4) members of the Creditors' Committee, and (5) any one or more of the successors or assigns of the foregoing, and any Entity acting on behalf of the Debtors or the Reorganized Debtors shall be deemed to have waived the right to pursue such Avoidance Actions; provided, that the foregoing waiver shall not limit the rights of the Debtors or the Reorganized Debtors or any Entity acting on behalf of the Debtors or the Reorganized Debtors to assert any defenses based on Avoidance Actions to Other Secured Claims or Other Priority Claims asserted by the Entities listed in clauses (1) – (5) hereof. No Avoidance Actions shall revert to creditors of the Debtors.

Notwithstanding the foregoing paragraph or anything to the contrary in this Plan (including pursuant to the Debtor Release), the Debtors and the Reorganized Debtors, their Estates, and their successors expressly reserve all Claims and Causes of Action against Técnicas Reunidas, S.A., including with respect to any Claims or Proofs of Claim asserted by Técinas Reunidas, S.A. against any Debtor.

W. Assumption of Collective Bargaining Agreements

All collective bargaining agreements between the applicable labor union and the Debtors (collectively, the "CBAs") in place as of the Effective Date, shall be assumed by the Reorganized Debtors as of the Effective Date.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided herein, all Executory Contracts or Unexpired Leases will be deemed rejected as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed or rejected by the Debtors; (2) are identified on the Assumed Executory Contract and Unexpired Lease Schedule; (3) are the subject of a motion to assume such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such assumption is on or after the Effective Date; or (4) are a CBA. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such rejections and the assumption of the Executory Contracts or Unexpired Leases listed on the Assumed Executory Contract and Unexpired Lease Schedule pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to this Article V.A or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date, shall revest in and be fully enforceable by the Debtors in accordance with such Executory Contract and/or Unexpired Lease's terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including, without limitation, any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors, with the consent of the Requisite Plan Sponsors, or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumed Executory Contract and Unexpired Lease Schedule at any time through and including forty-five (45) days after the Effective Date.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Unless otherwise provided by a Final Order of the Bankruptcy Court approving rejection of Executory Contracts or Unexpired Leases, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Notice and Claims Agent on the date that is the later of (i) twenty-one (21) days after notice of the Effective Date; or (ii) twenty-one (21) days after notice of rejection of Executory Contracts or Unexpired Leases to the extent the Reorganized Debtors remove an Executory Contract or Unexpired Lease from the Assumed Executory Contract and Unexpired Lease Schedule on or after the Effective Date pursuant to Article V.A hereof.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Estates, or their property, without the need for any objection by the Debtors or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F hereof, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as Zochem General Unsecured Claims or Other General Unsecured Claims, as applicable, and shall be treated in accordance with Article III.B hereof.

C. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitation described below, or on such other terms as the parties to such

Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding: (1) the amount of any payments to cure such a default; (2) the ability of the Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed; or (3) any other matter pertaining to assumption, the cure amount required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption; provided, that the Reorganized Debtors may settle any dispute regarding the amount of any such cure amount without any further notice to any other party or any action, order, or approval of the Bankruptcy Court; provided, further, that, notwithstanding anything to the contrary herein, prior to the entry of a Final Order resolving any dispute and approving the assumption and assignment of such Executory Contract or Unexpired Lease, the Debtors, with the consent of the Requisite Plan Sponsors, or the Reorganized Debtors, as applicable, reserve the right to reject any Executory Contract or Unexpired Lease which is subject to dispute, whether by amending the Assumed Executory Contract and Unexpired Lease Schedule in accordance with Article V.A hereof or otherwise.

As soon as reasonably practicable, the Debtors shall provide for notices of proposed assumption and proposed cure amounts to be sent to applicable third parties and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court; provided, that, the Debtors reserve all rights with respect to any such proposed assumption and proposed cure amount in the event of an objection or dispute. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be filed, served, and actually received by the Debtors and the DIP Lenders no later than thirty (30) days after service of the notice providing for such assumption and related cure amount. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or cure amount will be deemed to have assented to such assumption or cure amount.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall constitute and be deemed to constitute the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to, action, order, or approval of the Bankruptcy Court or the Canadian Court.**

D. Preexisting Obligations to the Debtors under Executory Contracts and Unexpired Leases

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such Executory Contract or Unexpired Lease.

E. Indemnification Obligations

The Debtors and the Reorganized Debtors shall honor any indemnification obligations in place immediately prior to the Effective Date (whether in by-laws, board resolutions, corporate charters, indemnification agreements, or employment contracts) solely for the Covered Persons and solely to the extent that the D&O Liability Insurance Policies provide coverage for such obligations; provided, however, that any such Covered Persons shall solely have recourse on account of any such obligations to the D&O Liability Insurance Policies and shall have no recourse to the Reorganized Debtors on account of any such obligations.

F. Modifications, Amendments, Supplements, Restatements, or Other Agreements

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements have been previously rejected or repudiated or are rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

G. Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumed Executory Contract and Unexpired Lease Schedule, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Debtors has any liability thereunder. In the event of a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors shall have ninety (90) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease nunc pro tunc to the Confirmation Date, in each case with the consent of the Requisite Plan Sponsors.

H. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code, unless such deadline(s) have expired.

I. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order or the Confirmation Recognition Order.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed

On the Initial Distribution Date (or if a Claim is not an Allowed Claim on the Initial Distribution Date or as soon as reasonably practicable thereafter, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), and except as otherwise set forth herein, each Holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class from the Disbursing Agent. 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 the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Initial Distribution Date. The New Common Equity shall be deemed to be issued as of the Effective Date to the Holders of Claims entitled to receive the New Common Equity hereunder without the need for further action by the Disbursing Agent, the Debtors, the Reorganized Debtors (including Reorganized Horsehead), or any other Debtor or Reorganized Debtor, including, without limitation, the issuance and/or delivery of any certificate evidencing any such units, units, or interests, as applicable.

B. [Reserved]

C. Distributions Generally; Disbursing Agent

Except as otherwise provided herein, all distributions made under the Plan, on or after the Effective Date, shall be made by the Disbursing Agent that may include the Reorganized Debtors or an entity designated by the Reorganized Debtors. Distribution on account of: (1) Macquarie Credit Agreement Claims shall be made to the Macquarie Credit Agreement Administrative Agent, at which time such distribution shall be deemed completed by the Debtors, and the Macquarie Credit Agreement Agent shall deliver such distribution in accordance with the Plan and the Macquarie Credit Agreement; (2) Banco Bilbao Credit Agreement Claims shall be made to Banco Bilbao Vizcaya Argentaria, S.A., at which time such distribution shall be deemed completed by the Debtors, and Banco Bilbao Vizcaya Argentaria, S.A. shall deliver such distribution in accordance with the Plan and the Banco Bilbao Credit Agreement; (3) Secured Notes Claims, Unsecured Notes Claims, and Convertible Notes Claims, shall be made to the Secured Notes Indenture Trustee, the Unsecured Notes Indenture Trustee, or the Convertible Notes Indenture Trustee or any respective designee thereof, as applicable, at which time such distributions shall be deemed completed by the Debtors, and the Secured Notes Indenture Trustee, the Unsecured Notes Indenture Trustee, and the Convertible Notes Indenture Trustee shall deliver such distributions in accordance with the Plan and the Secured Notes Indenture, the Unsecured Notes Indenture, and the Convertible Notes Indenture, as applicable, in each case subject to the right of any Prepetition Indenture Trustee to exercise any Charging Lien to the extent such fees or expenses are not paid to the Secured Notes Indenture Trustee, the Unsecured Notes Indenture Trustee, or Convertible Notes Indenture Trustee, as applicable, pursuant to Article XII.D hereof. For the avoidance of doubt, distributions made by the Macquarie Credit Agreement Administrative Agent, Banco Bilbao Vizcaya Argentaria, S.A., the Secured Notes Indenture Trustee, the Unsecured Notes Indenture Trustee, and the Convertible Notes Indenture Trustee shall be made, as it relates to the identity of the recipients, in accordance with the applicable indenture or credit agreement and the policies of the Depository Trust Company, as applicable.

D. Rights and Powers of Disbursing Agent

1. Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated under the Plan; (c) employ professionals to represent it with respect to its responsibilities; and (d) 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 hereof.

2. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable, actual, and documented fees and expenses incurred by any Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable, actual, and documented attorney fees and expenses) made by such Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

E. Distributions on Account of Claims Allowed After the Effective Date

1. Payments and Distributions on Account of Disputed Claims

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 made no later than the next applicable Quarterly Distribution Date, unless the Reorganized Debtors and the applicable Holder of such Claim agree otherwise.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as may be agreed to by the Reorganized Debtors, on the one hand, and the Holder of a Disputed Claim, on the other hand, no partial payments and no partial distributions shall be made with respect to any Disputed Claim until the Disputed Claim has become an Allowed

Claim or has otherwise been resolved by settlement or Final Order; provided, that, if the Debtors do not dispute a portion of an amount asserted pursuant to an otherwise Disputed Claim, the Holder of such Disputed Claim shall be entitled to a distribution on account of that portion of such Claim, if any, that is not disputed at the time and in the manner that the Disbursing Agent makes distributions to similarly-situated Holders of Allowed Claims pursuant to the Plan.

F. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Record Date for Distribution

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. Notwithstanding the foregoing, with respect to Holders of Macquarie Credit Agreement Claims, Secured Notes Claims, Unsecured Notes Claims, and Convertible Notes Claims, distributions shall be made to such Holders that are listed on the register or related document maintained by, as applicable, the Macquarie Credit Agreement Administrative Agent, the Secured Notes Indenture Trustee, the Unsecured Notes Indenture Trustee, or the Convertible Notes Indenture Trustee as of the Distribution Record Date.

2. Delivery of Distributions in General

(a) Initial Distribution Date

Except as otherwise provided herein, on the Initial Distribution Date, the Disbursing Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date at the address for each such Holder as indicated on the Debtors' books and records as of the date of any such distribution; provided, that, the manner of such distributions shall be determined at the discretion of the Disbursing Agent; provided, further, that, the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder, or, if no Proof of Claim has been Filed, the address set forth in the Schedules. If a Holder holds more than one Claim in any one Class, all Claims of the Holder will be aggregated into one Claim and one distribution will be made with respect to the aggregated Claim.

(b) Quarterly Distribution Date

On each Quarterly Distribution Date or as soon thereafter as is reasonably practicable but in any event no later than thirty (30) days after each Quarterly Distribution Date, the Disbursing Agent shall make the distributions required to be made on account of Allowed Claims under the Plan on such date. Any distribution that is not made on the Initial Distribution Date or on any other date specified herein because the Claim that would have been entitled to receive that distribution is not an Allowed Claim on such date, shall be distributed on the first Quarterly Distribution Date after such Claim is Allowed. No interest shall accrue or be paid on the unpaid amount of any distribution paid on a Quarterly Distribution Date in accordance with Article VI.A hereof.

3. De Minimis Distributions; Minimum Distributions

No fractional units of New Common Equity shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim would otherwise result in the issuance of a number of units of New Common Equity that is not a whole number, the actual distribution of units of New Common Equity shall be rounded as follows: (a) fractions of one-half (½) or greater shall be rounded to the next higher whole number; and (b) fractions of less than one-half (½) shall be rounded to the next lower whole number with no further payment thereto. The total number of authorized units of New Common Equity to be distributed to holders of Allowed Claims shall be adjusted as necessary to account for the foregoing rounding.

No Cash payment valued at less than $100.00, in the reasonable discretion of the Disbursing Agent, shall be made to a Holder of an Allowed Claim on account of such Allowed Claim.

4. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided, that, such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months after the applicable distribution is returned as undeliverable After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or interest in property shall be discharged and forever barred.

G. Manner of Payment

At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

H. Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed on it by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Disbursing Agent shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanism it believes is reasonable and appropriate. The Disbursing Agent reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

I. No Postpetition Interest on Claims

Unless otherwise specifically provided for in the Plan or the Confirmation Order, postpetition interest shall not accrue or be paid on any Claims against the Debtors, and no Holder of a Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such Claim.

J. [Reserved]

K. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors, after the Effective Date, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court or the Canadian Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor. To the extent a Holder of a Claim receives a distribution from the Debtors on account of such Claim and also receives payment from a party that is not a Debtor on account of such Claim, such Holder of the Claim shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the total amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14)-day grace period specified above until the amount is repaid. For the avoidance of doubt, the First American Payment shall not reduce or otherwise impact the distribution provided to Holders of Allowed Secured Notes Claims.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Contracts until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Contract. To the extent that one or more of the Debtors' Insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such Insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court or the Canadian Court.

3. Applicability of Insurance Contracts

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Contract(s). Notwithstanding anything herein to the contrary (including, without limitation, Article VIII), nothing shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any Insurer under any Insurance Contracts, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any rights or defenses, including coverage defenses, held by such Insurers under the Insurance Contracts; provided, however, that the First American Title Policies shall be terminated upon release of the Escrow Disbursement.

L. Allocation

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Allowance of Claims

On or after the Effective Date, each of the Debtors or the Reorganized Debtors, as applicable, shall have and shall retain any and all rights and defenses such Debtor had with respect to any Claim immediately prior to the Effective Date.

B. Claims Objections, Settlements, Claims Allowance

The Reorganized Debtors shall have the authority to: (1) File objections to Claims, settle, compromise, withdraw, or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise; (2) settle, liquidate, allow, or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court or the Canadian Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court or the Canadian Court. The Reorganized Debtors shall use commercially reasonable efforts to object to any Claim (a) that is asserted in an amount that exceeds the amount owed to the Holder of the Claim according to the Debtors' books and records or (b) as to which no liability appears in the Debtors' books and records.

The Reorganized Debtors shall further use commercially reasonable efforts to file one or more Allowed Claims Notices with respect to non-contingent, liquidated Proofs of Claim that are not Allowed as of the Effective Date and as to which the Reorganized Debtors have determined not to file an objection.

C. *Claims Estimation*

On or after the Effective Date, the Reorganized Debtors may (but are not required to), at any time, request that the Bankruptcy Court estimate any Claim pursuant to applicable law, including, without limitation, pursuant to

section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any such Claim, including during the litigation of any objection to any Claim or during the pendency of any appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions and discharge) and may be used as evidence in any supplemental proceedings, and the Debtors may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before seven (7) days after the date on which such Claim is estimated. Each of the foregoing Claims and objection, estimation, and resolution procedures are 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.

D. Disputed Claims Reserve

On or prior to the Effective Date, the Reorganized Debtors or the Disbursing Agent shall be authorized, but ~~not directed, to establish one or more Disputed Claims Reserves, which~~ Disputed Claims Reserve shall be administered by the Reorganized Debtors or the Disbursing Agent, as applicable.

The Reorganized Debtors or the Disbursing Agent may, in their sole discretion, hold Cash in the Disputed Claims Reserve in trust for the benefit of the Holders of Claims ultimately determined to be Allowed after the Effective Date. The Reorganized Debtors shall distribute such amounts (net of any expenses, including any taxes relating thereto), as provided herein, as such Disputed Claims or Interests are resolved by a Final Order or agreed to by settlement, and such amounts will be distributable on account of such Disputed Claims as such amounts would have been distributable had such Disputed Claims been Allowed Claims as of the Effective Date.

Notwithstanding anything to the contrary herein, to the extent the Reorganized Debtors or the Disbursing Agent establish one or more Disputed Claims Reserve(s) with respect to the Claims in Class 8B, such reserve(s) must be held and maintained in the General Unsecured Creditor Cash Account in trust solely for the benefit of Holders of Allowed Claims in Class 8B and pursuant to the terms of Article IV.G hereof.

E. Adjustment to Claims Without Objection

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Debtors to the maximum extent provided by applicable law without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court or the Canadian Court.

F. Time to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

G. Disallowance of Late Claims

EXCEPT AS OTHERWISE PROVIDED HEREIN OR AS AGREED TO BY THE REORGANIZED DEBTORS, ANY AND ALL PROOFS OF CLAIM FILED AFTER THE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT OR THE CANADIAN COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM HAS BEEN DEEMED TIMELY FILED BY A FINAL ORDER.

H. Amendments to Claims

Except for the Filing of Proofs of Claim on account of Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan, on or after the Effective Date, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Reorganized Debtors, and any such new or amended Claim Filed shall be deemed disallowed in full and expunged without any further notice to or action, order, or approval of the Bankruptcy Court or the Canadian Court to the maximum extent provided by applicable law.

I. No Distributions Pending Allowance

If an objection to a Claim or portion thereof is Filed, no payment or distribution provided under the Plan shall be made on account of such Claim or portion thereof unless and until such Disputed Claim becomes an Allowed Claim, unless otherwise agreed to by the Reorganized Debtors.

J. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, less any previous distribution (if any) that was made on ~~account of the undisputed portion of such Claim, without any interest, dividends, or accruals to be paid on account~~ of such Claim unless required under applicable bankruptcy law.

ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests

To the maximum extent provided by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims

and Interests, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court or the Canadian Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities.

B. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for any Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B hereof, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and any property of Chestnut Ridge shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Debtor and its successors and assigns or in the case of property owned by Chestnut Ridge, such property shall revert to Chestnut Ridge free and clear of all mortgages, deeds of trust, Liens, pledges, or other security interests.

C. Debtor Release

PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, FOR GOOD AND VALUABLE CONSIDERATION, ON AND AFTER AND SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, THE DEBTORS AND THEIR ESTATES SHALL RELEASE EACH RELEASED PARTY, AND EACH RELEASED PARTY IS DEEMED RELEASED BY THE DEBTORS, THE ESTATES, AND THE REORGANIZED DEBTORS FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTORS, THEIR ESTATES OR THE REORGANIZED DEBTORS, AS APPLICABLE) WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACCRUED, MATURED OR UNMATURED, DETERMINED OR DETERMINABLE, DISPUTED OR UNDISPUTED, LIQUIDATED OR UNLIQUIDATED, OR DUE OR TO BECOME DUE, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT THE DEBTORS, THE ESTATES, OR THE REORGANIZED DEBTORS WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY), OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER ENTITY, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING, THE DIP FACILITY, THE CHAPTER 11 CASES, THE CANADIAN PROCEEDINGS, THE PURCHASE, SALE, TRANSFER, OR RESCISSION OF THE PURCHASE, SALE, OR TRANSFER OF ANY SECURITY, ASSET, RIGHT, OR INTEREST OF THE DEBTORS OR THE REORGANIZED DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE CANADIAN PROCEEDINGS, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE RESTRUCTURING DOCUMENTS OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON AND BEFORE THE PETITION DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; PROVIDED THAT THE FOREGOING DEBTOR RELEASE SHALL NOT OPERATE TO WAIVE OR RELEASE ANY OBLIGATIONS OF ANY PARTY UNDER THE PLAN, THE UPA OR ANY OTHER DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN; PROVIDED FURTHER THAT FIRST AMERICAN SHALL ONLY BECOME A RELEASED PARTY PURSUANT TO THIS ARTICLE VII.C UPON THE RELEASE OF THE ESCROW DISBURSEMENT. FOR THE AVOIDANCE OF DOUBT, CHESTNUT RIDGE SHALL BE A RELEASED PARTY PURSUANT TO THIS ARTICLE VIII.C AND CHESTNUT RIDGE SHALL HAVE NO

LIABILITY AS A GUARANTOR UNDER THE SECURED NOTES INDENTURE, THE UNSECURED NOTES INDENTURE, OR THE MACQUARIE CREDIT AGREEMENT AFTER THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTOR RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE DEBTOR RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE DEBTORS OR THEIR ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE. ENTRY OF THE CONFIRMATION RECOGNITION ORDER SHALL CONSTITUTE THE CANADIAN EQUIVALENT OF THE SAME.

D. Third-Party Release

ON AND AFTER AND SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE AS TO EACH OF THE RELEASING PARTIES, THE RELEASING PARTIES SHALL RELEASE EACH RELEASED PARTY, AND EACH OF THE DEBTORS, THEIR ESTATES, AND THE RELEASED PARTIES SHALL BE DEEMED RELEASED FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF ANY OF THE DEBTORS, THEIR ESTATES, OR THE REORGANIZED DEBTORS, AS APPLICABLE) WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACCRUED, MATURED OR UNMATURED, DETERMINED OR DETERMINABLE, DISPUTED OR UNDISPUTED, LIQUIDATED OR UNLIQUIDATED, OR DUE OR TO BECOME DUE, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT SUCH ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE DEBTORS' RESTRUCTURING, THE CHAPTER 11 CASES, THE CANADIAN PROCEEDINGS, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS, THE DIP FACILITY, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE CANADIAN PROCEEDINGS, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE RESTRUCTURING DOCUMENTS, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, OR ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT OR OTHER OCCURRENCE TAKING PLACE ON AND BEFORE THE EFFECTIVE DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; PROVIDED THAT FIRST AMERICAN SHALL ONLY BECOME A RELEASING PARTY AND A RELEASED PARTY PURSUANT TO THIS ARTICLE VIII.D UPON THE RELEASE OF THE ESCROW DISBURSEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE THIRD-PARTY RELEASE SHALL NOT RELEASE ANY OBLIGATIONS OF ANY PARTY UNDER THE PLAN, THE UPA, OR ANY OTHER DOCUMENT, INSTRUMENT, OR AGREEMENT (INCLUDING THOSE SET FORTH IN THE PLAN SUPPLEMENT) EXECUTED TO IMPLEMENT THE PLAN. FOR THE AVOIDANCE OF DOUBT, CHESTNUT RIDGE SHALL BE A RELEASED PARTY PURSUANT TO THIS ARTICLE VIII.D AND CHESTNUT RIDGE SHALL HAVE NO LIABILITY AS A GUARANTOR UNDER THE SECURED NOTES INDENTURE, THE UNSECURED NOTES INDENTURE, OR THE MACQUARIE CREDIT AGREEMENT AFTER THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD-PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED HEREIN, AND, FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE. ENTRY OF THE CONFIRMATION RECOGNITION ORDER SHALL CONSTITUTE THE CANADIAN EQUIVALENT OF THE SAME.

E. Exculpation

On and after and subject to the occurrence of the Effective Date, except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur any liability to any Entity for any postpetition act taken or omitted to be taken in connection with, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan, or consummating the Plan, the Disclosure Statement, the New Organizational Documents, the Restructuring Transactions, the DIP Facility, the issuance, distribution, and/or sale of any units of the New Common Equity or any other security offered, issued, or distributed in connection with the Plan, the Chapter 11 Cases, the Canadian Proceedings, or any contract, instrument, release or other agreement, or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors; provided, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement; provided, further, that the foregoing Exculpation shall have no effect on (i) the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence, fraud, or willful misconduct or (ii) any contractual liability for any breach of the Plan, the UPA, or any other document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

F. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR FOR OBLIGATIONS ISSUED OR REQUIRED TO BE PAID PURSUANT TO THE PLAN (INCLUDING THE NEW COMMON EQUITY, AND DOCUMENTS AND INSTRUMENTS RELATED THERETO), CONFIRMATION ORDER OR THE CONFIRMATION RECOGNITION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, OR LIENS THAT HAVE BEEN DISCHARGED PURSUANT TO ARTICLE VIII.A, RELEASED PURSUANT TO ARTICLE VIII.B, ARTICLE VIII.C, OR ARTICLE VIII.D, OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE VIII.E ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS, THE REORGANIZED DEBTORS, OR THE RELEASED PARTIES: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR THE ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (4) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR AGAINST THE PROPERTY OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF RIGHT PRIOR TO THE EFFECTIVE DATE IN A

DOCUMENT FILED WITH THE BANKRUPTCY COURT EXPLICITLY PRESERVING SUCH SETOFF, AND NOTWITHSTANDING AN INDICATION OF A CLAIM OR INTEREST OR OTHERWISE THAT SUCH ENTITY ASSERTS, HAS, OR INTENDS TO PRESERVE ANY RIGHT OF SETOFF PURSUANT TO APPLICABLE LAW OR OTHERWISE; AND (5) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED OR SETTLED PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, CHESTNUT RIDGE SHALL BE A RELEASED PARTY AND CHESTNUT RIDGE SHALL HAVE NO LIABILITY AS A GUARANTOR UNDER THE SECURED NOTES INDENTURE, THE UNSECURED NOTES INDENTURE, OR THE MACQUARIE CREDIT AGREEMENT AFTER THE EFFECTIVE DATE.

G. Additional Provisions

For the avoidance of doubt, nothing in Article VIII.D or Article VIII.F hereof shall be construed as impairing, discharging, releasing, or enjoining the prosecution of direct, non-derivative claims against the Debtors' officers and directors held by the Greywolf Entities, solely in their capacities as holders or former holders of Existing Interests in Horsehead Holding and in no other capacity, arising out of or relating to any act, omission, transaction, agreement, event or other occurrence taking place prior to the Petition Date, including but not limited to that certain lawsuit before the United States District Court for the District of Delaware titled *Soto v. Hensler*, civil action no. 16-cv 292; provided that the Greywolf Entities may not commence, or be a named plaintiff in, any such litigation or comparable dispute resolution mechanism against the Debtors' officers and directors arising out of or relating to any act, omission, transaction, agreement, event or other occurrence taking place prior to the Petition Date or otherwise voluntarily participate in any such action, except as required by lawful process, other than taking such actions that are necessary to receive a distribution, if any, on account of such litigation.

H. Environmental Claims

Nothing in this Plan releases, discharges, precludes, exculpates, or enjoins the enforcement of: (1) any liability to a Governmental Unit under applicable Environmental Law to which any Entity is subject as the owner or operator of property after the Effective Date; (2) any liability to a Governmental Unit to which any Entity is subject under applicable Environmental Law that is not a Claim; (3) any Claim of a Governmental Unit to which any Entity is subject under applicable Environmental Law arising on or after the Effective Date; (4) any liability to a Governmental Unit on the part of any Person or Entity other than the Debtor/s or Reorganized Debtors; or (5) any valid right of setoff under Environmental Law by any Governmental Unit. The Bankruptcy Court retains jurisdiction to determine whether environmental liabilities that have been asserted by a Governmental Unit are discharged or otherwise barred by this Plan or the Bankruptcy Code.

Notwithstanding any provision to the contrary in this Plan, the United States shall retain all of its rights to set-off as provided by law.

I. Protections Against Discriminatory Treatment

To the maximum extent provided by section 525 of the Bankruptcy Code, the Supremacy Clause of the United States Constitution and the CCAA, all Entities, including Governmental Units, shall not discriminate against the Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Debtors, or another Entity with whom the Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

J. Setoffs

Except as otherwise expressly provided for in the Plan (including pursuant to Article IV.V hereof) or in any court order, each Debtor, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may set off against any Allowed Claim, other than any (1) DIP Facility Claims; (2) Secured Notes Claims; (3) Class 8B Other General Unsecured

Claims; (4) Convertible Notes Claims; (5) Unsecured Notes Claims; (6) General Unsecured Claims filed by members of the Creditors' Committee; or (7) Claims asserting priority pursuant to section 503(b)(9) of the Bankruptcy Code, any claims, rights, and Causes of Action of any nature that such Debtor may hold against the Holder of such Allowed Claim other than any (1) DIP Claims; (2) Secured Notes Claims; (3) Class 8B Other General Unsecured Claims; (4) Convertible Notes Claims; (5) Unsecured Notes Claims; (6) General Unsecured Claims filed by members of the Creditors' Committee; or (7) Claims asserting priority pursuant to section 503(b)(9) of the Bankruptcy Code, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, that, neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Debtor of any such claims, rights, and Causes of Action that such Debtor may possess against such Holder. In no event shall any Holder of Claims be entitled to setoff any Claim against any claim, right, or Cause of Action of any of the Debtors unless such Holder has timely Filed a Proof of Claim with the Bankruptcy Court preserving such setoff.

K. Recoupment

In no event shall any Holder of a Claim be entitled to recoup any Claim against any claim, right, or Cause of Action of any of the Debtors unless such Holder has timely Filed a Proof of Claim with the Bankruptcy Court asserting or preserving such right of recoupment on or before the Confirmation Date.

L. Subordination Rights

The classification and treatment of all Claims under the Plan shall conform to and with the respective contractual, legal, and equitable subordination rights of such Claims, and any such rights shall be settled, compromised, and released pursuant to the Plan.

M. Document Retention

On and after the Effective Date, the Debtors (or the Reorganized Debtors, as the case may be) may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Debtors (or the Reorganized Debtors, as the case may be).

N. Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of the Plan that the following provisions, terms and conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. the Bankruptcy Court shall have entered the Disclosure Statement Order and such order shall be a Final Order;

2. the Canadian Court shall have issued the Disclosure Statement Recognition Order and such order shall be a Final Order;

3. the Plan and the Plan Supplement, including any schedules, documents, supplements and exhibits thereto (in each case in form and substance) shall be acceptable to the Requisite Plan Sponsors and the Debtors;

4. the UPA shall have been executed; and

5. the UPA shall have been approved by entry of a Final Order and shall be in full force and effect and not otherwise terminated in accordance with the terms thereof (other than pursuant to section 9.1(a) of the UPA).

B. Conditions Precedent to the Effective Date

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

1. the Bankruptcy Court shall have entered the Confirmation Order in form and substance materially consistent with this Plan and otherwise acceptable to the Debtors and the Requisite Plan Sponsors, and, with respect to the Creditors' Committee Settlement, the Creditors' Committee, and such order shall be a Final Order and shall include a finding by the Bankruptcy Court that the New Common Equity to be issued on the Effective Date will be authorized and exempt from registration under applicable securities law;

2. the Canadian Court shall have issued the Confirmation Recognition Order as a Final Order in form and substance materially consistent with this Plan and otherwise acceptable to the Debtors and the Requisite Plan Sponsors;

3. all actions, documents, Certificates, and agreements necessary to implement the Plan, including documents contained in the Plan Supplement, shall have been effected or executed and delivered, as the case may be, to the required parties and, to the extent required, Filed with the applicable Governmental Units in accordance with applicable laws;

4. the Professional Fee Escrow shall have been established and funded in accordance with Article II.B hereof;

5. the Information Officer's fees and expenses shall have been paid through the Effective Date;

6. the transactions contemplated by the UPA shall have been consummated and the Closing (as defined in the UPA) shall have occurred;

7. the outstanding reasonable and documented Plan Sponsor Fees incurred by the Plan Sponsors, Secured Notes Indenture Trustee Fees of the Secured Notes Indenture Trustee and its professionals, Secured Notes Collateral Agent Fees of the Secured Notes Collateral Agent and its professionals, Convertible Notes Indenture Trustee Fees of the Convertible Notes Indenture Trustee and its professionals, Unsecured Notes Indenture Trustee Fees of the Unsecured Notes Indenture Trustee and its professionals, and all fees ordered to be paid pursuant to the Final DIP Order shall have been or will be paid contemporaneously with the Effective Date in full, in Cash;

8. the First American Payment shall have been funded and received by the Debtors; provided, that the General Unsecured Creditor Cash Pool shall not be reduced if the First American Payment is not so funded and received;

9. all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan shall have been received; and

10. the General Unsecured Creditor Cash Account shall have been established and funded in the amount of $11,875,000.

C. Waiver of Conditions

The conditions to Confirmation and Consummation set forth in this Article IX may be waived only by consent of both the Debtors and the Requisite Plan Sponsors, and may be waived without notice, leave, or order of the Bankruptcy Court or the Canadian Court or any formal action other than proceedings to confirm or consummate the Plan, provided, however, that (x) the condition in Article IX.B.5 may not be waived without consent of the Information Officer, (y) the condition in Article IX.B.7 with respect to payment of fees and expenses of any Prepetition Indenture Trustee or its professionals may not be waived without consent of the applicable Prepetition Indenture Trustee, and (z) the condition in Article IX.B.10 may not be waived without consent of the Creditors' Committee.

D. Effect of Non-Occurrence of Conditions to the Effective Date

If the Effective Date does not occur on or prior to [September 19, 2016], which date may be extended by the consent of the Debtors and the Requisite Plan Sponsors, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of 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 (3) nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a waiver or release of any claims held by the Debtors, Claims, or Interests; (b) prejudice in any manner the rights of the Debtors or any other Person or Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Person or Entity.

ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments

Except as otherwise specifically provided in the Plan, the Debtors reserve the right, with the consent of the Requisite Plan Sponsors, to modify the Plan, whether such modification is material or immaterial, and, seek Confirmation consistent with the Bankruptcy Code and, as appropriate and unless otherwise ordered by the Bankruptcy Court, not resolicit votes on such modified Plan; provided, that the Debtors shall not be permitted to amend the Plan in a manner that materially and adversely impacts the provisions of the Plan effectuating the Creditors' Committee Settlement without the consent of the Creditors' Committee. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights, in each case with the consent of the Requisite Plan Sponsors, to alter, amend, or modify the Plan with respect to the Debtors, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, the Confirmation Order or the Confirmation Recognition Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article X.

B. Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan

The Debtors, reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Class of Claims), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan or Disclosure Statement shall: (a) constitute a waiver or release of

any claims held by the Debtor, Claims, Interests, or Causes of Action; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, to the extent legally permissible, the Bankruptcy Court shall retain exclusive jurisdiction over the Chapter 11 Cases and all matters arising out of, or related to, the Chapter 11 Cases and the Plan, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or Unsecured status, or amount of any Claim, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or Unsecured status, priority, amount, or Allowance of Claims;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for Allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. ~~resolve any matters related to: (a)~~ the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including cure amounts pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, the Assumed Executory Contract and Unexpired Lease Schedule; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. adjudicate, decide, or resolve any and all matters related to Causes of Action;

7. adjudicate, decide, or resolve any and all matters related to sections 502(c), 502(j), or 1141 of the Bankruptcy Code;

8. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Disclosure Statement or the Plan including, for the avoidance of doubt, the UPA;

9. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

10. enter and implement any orders as may be necessary to execute, implement or consummate the First American Settlement Agreement;

11. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

12. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of the Plan;

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, releases, injunctions, Exculpations, and other provisions contained in Article VIII and enter such orders as may be necessary to implement such releases, injunctions, Exculpations, and other provisions;

14. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim for amounts not timely repaid pursuant to Article VI.K.1 hereof;

15. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

16. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

17. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;

~~18. consider any modifications of the Plan to cure any defect or omission, or to reconcile any~~ inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

21. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

22. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in the Plan, including under Article VIII hereof and including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

23. except as otherwise limited herein, recover all assets of the Debtors and property of the Estates, wherever located;

24. hear and determine all applications for allowance and payment of Professional Fee Claims;

25. enforce the injunction, release, and exculpation provisions set forth in Article VIII;

26. enter an order or Final Decree concluding or closing the Chapter 11 Cases;

27. enforce all orders previously entered by the Bankruptcy Court; and

28. hear any other matter not inconsistent with the Bankruptcy Code.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, the Confirmation Order or the Confirmation Recognition Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

B. Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of the Plan, which agreements or other documents shall be in form and substance acceptable to the Requisite Plan Sponsors and the Debtors. The Reorganized Debtors and all Holders of Claims receiving distributions pursuant to the Plan and all ~~other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take~~ any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees

All fees due and payable pursuant to section 1930(a) of the Judicial Code prior to the Effective Date shall be paid by the Debtors. On and after the Effective Date, the Reorganized Debtors shall pay any and all such fees when due and payable, and shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee and the Reorganized Debtors.

D. Payment of Fees and Expenses of the Plan Sponsors, the DIP Agent, the Secured Notes Indenture Trustee, the Secured Notes Collateral Agent, Payment of Fees and Expenses of the Unsecured Notes Indenture Trustee and the Convertible Notes Indenture Trustee Pursuant to Creditors' Committee Settlement

Notwithstanding any provision in the Plan to the contrary, and in connection with the Creditors' Committee Settlement (with respect to the Unsecured Notes Indenture Trustee Fees and the Convertibles Notes Indenture Trustee Fees payable pursuant to subsections (iv) and (v) of this Article XII.D), the Debtors or Reorganized Debtors (as applicable) shall promptly pay in full in Cash (i) any outstanding Plan Sponsor Fees incurred by the Plan Sponsors; (ii) the Secured Notes Indenture Trustee Fees of the Secured Notes Indenture Trustee and its professionals; (iii) the Secured Notes Collateral Agent Fees of the Secured Notes Collateral Agent and its professionals; (iv) the Unsecured Notes Indenture Trustee Fees incurred by the Unsecured Notes Indenture Trustee; (v) the Convertible Notes Indenture Trustee Fees incurred by the Convertible Notes Indenture Trustee, and (vi) the fees incurred by the DIP Agent, all on the Effective Date without the need for such parties to file fee applications with the Bankruptcy Court, to the extent not otherwise paid prior to the Effective Date.

E. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order and the Canadian Court shall issue the Confirmation Recognition Order. Neither the Plan, filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, the Confirmation Recognition Order or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims prior to the Effective Date. For the avoidance of doubt, if the First American Settlement Agreement is not consummated or First American does not make the First American Payment, all ~~parties' rights and claims are fully reserved as if the~~ First American Settlement Agreement had not been entered

into; provided, however, that to the extent the First American Payment is not made, the General Unsecured Creditor Cash Pool shall not be reduced.

F. Successors and Assigns

Unless otherwise provided herein, the rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, and former or current officer, director, agent, representative, attorney, advisor, beneficiaries, or guardian, if any, of each Entity. For the avoidance of doubt, nothing in this Article XII.F shall be construed as impairing, discharging, releasing, or enjoining the prosecution of direct, non-derivative claims against the Debtors' officers and directors held by any party, including, for the avoidance of doubt, any Releasing Party, as such claims are alleged in that certain lawsuit before the United States District Court for the District of Delaware titled *Soto v. Hensler*, Civil Action No. 16-CV 292.

G. Notices

All notices, requests, pleadings, and demands to or upon the Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be 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:

~~Horsehead Holding Corp.~~
4955 Steubenville Pike, Suite 405
Pittsburgh, Pennsylvania 15205
Facsimile: 412.788.1812
Attention: Timothy D. Boates, Chief Restructuring Officer

with copies to:

Kirkland & Ellis LLP
300 North LaSalle St.
Chicago, Illinois 60654
Facsimile: 312.862.2200
Attention: Ryan Preston Dahl, Esq. and Angela Snell, Esq.

-and-

counsel to the Plan Sponsors
Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Facsimile: 212.872.1002
Attention: Michael Stamer, Esq. and Meredith Lahaie, Esq.

-and-

counsel to the Creditors' Committee
Lowenstein Sandler LLP
65 Livingston Avenue
Roseland, New Jersey 07068
Facsimile: 973.597.2400
Attention: Kenneth A. Rosen, Esq. and Bruce Buechler, Esq.

H. Term of Injunctions or Stays

Unless otherwise provided in the Plan, in the Confirmation Order or the Confirmation Recognition Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or

any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms. All stays provided for in the Canadian Proceedings pursuant to the orders of the Canadian Court shall remain in full force and effect until the Effective Date unless otherwise ordered by the Canadian Court.

I. Entire Agreement

Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan on the Effective Date.

J. Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan.

K. Nonseverability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, ~~void, or unenforceable, the Bankruptcy Court 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: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' and the Requisite Plan Sponsors' consent; and (3) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

M. Closing of Chapter 11 Cases

The Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases. The Confirmation Recognition Order shall provide for the termination of the Canadian Proceedings upon the delivery of an Information Officer's certificate on the Effective Date.

N. Waiver or Estoppel

Each Holder of a Claim shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim should be Allowed in a certain amount, in a certain priority, Secured or not subordinated ~~by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was~~ not

disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

O. Dissolution of Committees

On the Effective Date, each of the Creditors' Committee and the Equity Committee shall be dissolved and their respective members shall be deemed released of all their duties, responsibilities, and obligations in connection with the Chapter 11 Cases or this Plan and its implementation, and the retention of the Creditors' Committee's and Equity Committee's Professionals shall be terminated as of the Effective Date, except that the Professionals for the Creditors' Committee and Equity Committee shall be authorized to file and seek allowance of their final fee applications and reimbursement of their respective Committee member expenses.

P. Conflicts

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order or the Confirmation Recognition Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control in all respects.

* * * * *

Dated as of August 26, 2016

Respectfully submitted,

Horsehead Holding Corp.
(for itself and on behalf of each of its affiliated debtors)

By: */s/ Timothy D. Boates*
Name: Timothy D. Boates
Title: Chief Restructuring Officer

Prepared by:

James H.M. Sprayregen, P.C.
Patrick J. Nash Jr., P.C. (admitted *pro hac vice*)
Ryan Preston Dahl (admitted *pro hac vice*)
Angela M. Snell (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

- and -

Laura Davis Jones (DE Bar No. 2436)
James E. O'Neill (DE Bar No. 4042)
Joseph M. Mulvihill (DE Bar No. 6061)
PACHULSKI STANG ZIEHL & JONES LLP
919 North Market Street, 17th Floor
P.O. Box 8705
Telephone: (302) 652-4100
Facsimile: (302) 652-4400

Co-Counsel to the Debtors and Debtors in Possession

Exhibit A

General Unsecured Creditor Cash Pool

The following recoveries are set forth for purposes of the Pro Rata distributions to Holders of Allowed Claims in Class 8B; provided, that, such recoveries shall be re-allocated by the Reorganized Debtors to recalibrate for the actual amount of Allowed Claims to (i) maintain the same percentage recoveries for Holders of Allowed Claims in Class 8B against each Debtor other than Horsehead Holding Corp.; and (ii) provide for an approximate recovery of 3.1% for Holders of Allowed Claims in Class 8B against Horsehead Holding Corp. subject to a maximum allocation of $100,000 to Horsehead Holding Corp.

Debtor	Cash Pool	Projected Allowed Claims (Updated)	Estimated Recovery %
Horsehead Holding Corp.	$47,000[1]	$1,514,756	3.10%
Horsehead Corporation	$7,164,226[1]	$40,619,861	17.64%
Horsehead Metal Products, LLC	$3,949,010[1]	$22,390,174	17.64%
The International Metals Reclamation Company, LLC	$714,764[1]	$4,052,582	17.64%
	~~Total: $11,875,000~~		

[1] Amount subject to re-allocation as set forth above based on the actual amount of Allowed Claims. For illustrative purposes only, if the actual amount of Allowed Claims against (i) Horsehead Corporation were $32,000,000 and (ii) Horsehead Holding Corp. were $1,700,000, and all other Allowed Claims were as projected above, the Cash Pool would be re-allocated as follows:

Debtor	Cash Pool	Allowed Claims	Recovery %
Horsehead Holding Corp.	$52,750	$1,700,000	3.10%
Horsehead Corporation	$6,473,206	$32,000,000	20.23%
Horsehead Metal Products, LLC	$4,529,257	$22,390,174	20.23%
The International Metals Reclamation Company, LLC	$819,787	$4,052,582	20.23%
	Total: $11,875,000		

Exhibit B

Notice of Confirmation

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
HORSEHEAD HOLDING CORP., et al.,[1]	Case No. 16-10287 (CSS)
Debtors.	Jointly Administered
	Re: Docket No. __

NOTICE OF (I) ENTRY OF CONFIRMATION ORDER, (II) OCCURRENCE OF EFFECTIVE DATE, AND (III) RELATED BAR DATES

PLEASE TAKE NOTICE THAT on [•], 2016, the United States Bankruptcy Court for the District of Delaware (the "Court") confirmed the *Debtors' Second Amended Joint Plan of Reorganization Pursuant To Chapter 11 of the Bankruptcy Code* filed on July 15, 2016 [Docket No. 1309] (the "Plan"), which was attached as **Exhibit A** to the *Findings of Fact, Conclusions of Law, and Order Confirming Debtors' Second Amended Joint Plan of Reorganization Pursuant To Chapter 11 of the Bankruptcy Code* [Docket No. [•]] (the "Confirmation Order").[2] On September [•], 2016, the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") granted an order (the "Recognition Order") recognizing and enforcing the Confirmation Order in Canada.

PLEASE TAKE FURTHER NOTICE THAT the Effective Date, as defined in the Plan, occurred on **[•], 2016**.

PLEASE TAKE FURTHER NOTICE THAT pursuant to Article V.B. of the Plan, unless otherwise provided by a Final Order of the Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Court no later than 21 days after notice of such rejection. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Estates, or their property, without the need for any objection by the Debtors or further notice to, action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the**

1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Horsehead Holding Corp. (7377); Horsehead Corporation (7346); Horsehead Metal Products, LLC (6504); The International Metals Reclamation Company, LLC (8892); and Zochem Inc. (4475). The Debtors' principal offices are located at 4955 Steubenville Pike, Suite 405, Pittsburgh, Pennsylvania 15205.

2 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Confirmation Order.

permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in the Schedules or a Proof of Claim to the contrary.

PLEASE TAKE FURTHER NOTICE THAT except as otherwise provided by a Final Order previously entered by the Court (including the OCP Order) or as provided by Article II.B of the Plan, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Debtors no later than the Administrative Claims Bar Date, which shall be the later of (a) the deadline established by the Bankruptcy Court pursuant to the Claims Bar Date Order and (b) the first Business Day that is forty-five (45) days following the Effective Date, pursuant to the procedures specified in the Claims Bar Date Order. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not file and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the requesting party by the Administrative Claims Objection Bar Date.

PLEASE TAKE FURTHER NOTICE THAT all final requests for payment of Professional Fee Claims must be filed with the Court and served on the Debtors (or the Reorganized Debtors), and counsel to the Requisite Plan Sponsors no later than the first Business Day that is 60 days after the Effective Date.

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

PLEASE TAKE FURTHER NOTICE THAT the Plan, the Confirmation Order, and other documents and materials filed in the Chapter 11 Cases may be obtained at no charge from from Epiq Bankruptcy Solutions, LLC, voting agent retained by the Debtors in these chapter 11 cases, by: (a) calling the Debtors' restructuring hotline at (800) 572-0455; (b) visiting the Debtors' restructuring website at: http://dm.epiq11.com/Horsehead; or (c) writing to Epiq Bankruptcy Solutions, LLC, Attn: Horsehead Holding Corp. Ballot Processing Department, 777 Third Avenue 12th Floor, New York, New York 10017. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: http://www.deb.uscourts.gov. Information regarding the recognition proceedings before the Canadian Court and the Recognition Order may be obtained from Richter Advisor Group Inc. in its capacity as Information Officer appointed in the recognition proceedings by: (a) calling Pritesh Patel, MBA, CFA, CIRP at (416) 642-9421; (b) by visiting http://www.richter.ca/en/folder/insolvency-cases/h/horsehead-holdings; or (c) by emailing ppatel@richter.ca.

Wilmington, Delaware
Dated: [_____], 2016

/s/ DRAFT

Laura Davis Jones (DE Bar No. 2436)
James E. O'Neill (DE Bar No. 4042)
Joseph M. Mulvihill (DE Bar No. 6061)
PACHULSKI STANG ZIEHL & JONES LLP
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- and -

James H.M. Sprayregen, P.C.
Patrick J. Nash Jr., P.C. (admitted *pro hac vice*)
Ryan Preston Dahl (admitted *pro hac vice*)
Angela M. Snell (admitted *pro hac vice*)
~~**KIRKLAND & ELLIS LLP**~~
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300 North LaSalle
Chicago, Illinois 60654
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ryan.dahl@kirkland.com

Proposed Co-Counsel for the
Debtors and Debtors in Possession

SCHEDULE "B"

[attached]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
HORSEHEAD HOLDING CORP., et al.,[1]	)	Case No. 16-10287 (CSS)
Debtors.	)	Jointly Administered
	)	Re: #1436

ORDER (I) APPROVING THE UNIT PURCHASE AND SUPPORT AGREEMENT AND AUTHORIZING THE DEBTORS TO HONOR THEIR OBLIGATIONS THEREUNDER; AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order (this "Order"): (a) approving the UPA and authorizing the Debtors to honor their obligations thereunder (including payment of the Termination Fee, Transaction Expenses, Indemnification Provisions, and Credit Bid Provisions, in each case, as provided in the UPA); and (b) granting related relief; all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion being adequate and appropriate under the particular circumstances; and a hearing having been held to consider the relief requested in the Motion (the "Hearing"); and upon consideration of the record of the Hearing and all proceedings had before the Court;

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1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Horsehead Holding Corp. (7377); Horsehead Corporation (7346); Horsehead Metal Products, LLC (6504); The International Metals Reclamation Company, LLC (8892); and Zochem Inc. (4475). The Debtors' principal offices are located at 4955 Steubenville Pike, Suite 405, Pittsburgh, Pennsylvania 15205.

2 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion, the UPA, or the Plan, as applicable.

and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY FOUND, DETERMINED, AND ORDERED THAT:

1. The Motion is granted as provided herein.

2. The UPA by and between the Debtors and the Plan Sponsors dated as of July 11, 2016, attached hereto as **Exhibit 1** is hereby approved. The Debtors are hereby authorized and directed to execute, deliver, and implement the UPA, as may be amended from time to time in accordance with the terms thereof, and the terms of such UPA and any agreement or document to be entered in connection therewith are hereby approved, and the Debtors are authorized and directed to take any and all actions necessary to perform their obligations thereunder. The UPA and the terms and provisions included therein are approved in their entirety pursuant to sections 105 and 363(b) of the Bankruptcy Code. The UPA is binding and enforceable against the Debtors and the Plan Sponsors in accordance with its terms.

3. The Debtors are authorized and directed to honor their obligations under the UPA, including with respect to payment of: (a) the Termination Fee; (b) the Transaction Expenses; (c) the Indemnification; and (d) the Credit Bid Provisions in accordance with the UPA. The Termination Fee, Transaction Expenses, and Indemnification are approved and allowed on a final basis as administrative expenses under section 503(b) of the Bankruptcy Code, and the Debtors are authorized and directed to pay any Plan Sponsor the Termination Fee and Transaction Expenses and honor the Indemnification Provisions in accordance with, and subject to, the terms of the UPA, without further application to or order of the Court. The Termination

Fee, Transaction Expenses, and Indemnification, to the extent such fees and expenses are payable pursuant to the UPA, shall be non-refundable, and shall not be subject to any avoidance, disgorgement, reduction, setoff, recoupment, recharacterization, subordination, counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under any theory at law or in equity by any person or entity. For the avoidance of doubt, the Termination Fee, Transaction Expenses, and Indemnification, to the extent such fees and expenses are payable pursuant to the UPA, shall survive any termination of the UPA and constitute valid, binding, and enforceable obligations against the Debtors and their estates.

4. Pursuant to section 6.13(d) of the UPA, in the event the Debtors enter into an alternative transaction permitted pursuant to section 6.13(a) of the UPA that is premised, whether directly or indirectly, on one or more asset sales under Section 363 of the Bankruptcy Code or pursuant to a chapter 11 plan, each sponsor and/or the respective agents under the Prepetition Senior Secured Notes Indenture (including the Collateral Agent under and as defined in the Prepetition Senior Secured Notes Indenture) shall (in the manner provided for in the Prepetition Senior Secured Notes Indenture and the Prepetition Senior Secured Notes) have the right to "credit bid" (whether pursuant to Section 363(k) of the Bankruptcy Code or otherwise) all (or such lesser portion as they may determine under the Prepetition Senior Secured Notes Indenture, and the Prepetition Senior Secured Notes) of the obligations under the Prepetition Senior Secured Notes Indenture (including all principal, premium, interest (at the default rate to the extent applicable under the Prepetition Senior Secured Notes Indenture and Prepetition Senior Secured Notes and irrespective of whether permissible under the Bankruptcy Code), penalties, fees, charges, expenses, indemnifications, reimbursements, damages, and all other amounts and liabilities payable under the Prepetition Senior Secured Notes Indenture and the Prepetition

Senior Secured Notes), the principal amount of which shall be no less than $205,000,000 as of the Petition Date, notwithstanding any provision of the Bankruptcy Code or any applicable Law (including Section 363(k) of the Bankruptcy Code to the extent permitted by the terms of the DIP Loan Debt Documents and in accordance with the terms of the Final DIP Order) to the contrary, subject only to any applicable term or condition of the Prepetition Senior Secured Notes Indenture, to the extent that such term or condition is found to be enforceable.

5. To the extent the automatic stay provisions of section 362 of the Bankruptcy Code would otherwise apply, such provisions are vacated and modified to effectuate all of the terms and provisions of the UPA and this Order, including, without limitation, permitting the Plan Sponsors to exercise all rights and remedies under the UPA in accordance with its terms, terminate the UPA in accordance with its terms, and deliver any notice contemplated thereunder, in each case, without further order of the Court.

6. The UPA and the provisions of this Order shall be effective and binding upon all parties in interest in these chapter 11 cases, including, without limitation, all creditors of any of the Debtors, the Creditors' Committee, the Equity Committee, the Debtors, and each of their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for any of the Debtors, any examiner appointed pursuant to section 1104 of the Bankruptcy Code, a responsible person, officer, or any other party appointed as a legal representative or designee of any of the Debtors or with respect to the property of the estate of any of the Debtors) whether in these chapter 11 cases, in any successor chapter 11 or chapter 7 cases (the "Successor Cases"), or upon any dismissal of any of these chapter 11 cases or Successor Cases, and shall inure to the benefit of the Plan Sponsor and the Debtors and their respective successors and assigns.

7. To the extent not already authorized by the Court, Epiq Bankruptcy Solutions, LLC, shall be authorized to assist the Debtors in conducting all aspects of the Emergence Equity Purchase and Additional Capital Commitment, including, among other things, maintaining an escrow or subscription account for holding funds deposited on account of Emergence Equity Units and Additional Capital Commitment.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

9. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: 9/9, 2016
Wilmington, Delaware

The Honorable Christopher Sontchi
United States Bankruptcy Judge

EXHIBIT 1

UPA

EXECUTION COPY

UNIT PURCHASE AND SUPPORT AGREEMENT

BY AND AMONG

HORSEHEAD HOLDING CORP.

AND

THE PLAN SPONSORS PARTY HERETO

Dated as of July 11, 2016

TABLE OF CONTENTS

SCHEDULES AND EXHIBITS

UNIT PURCHASE AND SUPPORT AGREEMENT

THIS UNIT PURCHASE AND SUPPORT AGREEMENT (this "***Agreement***"), dated as of July 11, 2016, is made by and among Horsehead Holding Corp. (as a debtor in possession and a reorganized debtor, as applicable, the "***Company***"), on behalf of itself and, subject to Section 10.1, each of the other Debtors, on the one hand, and the parties listed as "Plan Sponsors" on Schedule 1 hereto and as otherwise provided by this Agreement (each referred to herein, individually, as a "***Plan Sponsor***" and, collectively, as the "***Plan Sponsors***"), on the other hand. The Company and each Plan Sponsor is referred to herein, individually, as a "***Party***" and, collectively, as the "***Parties***".

RECITALS

WHEREAS, as of the date hereof, the Plan Sponsors or their Affiliates collectively hold or control, in the aggregate, in excess of ninety-five percent (95.00%) of the aggregate outstanding principal amount of those certain 10.50% Senior Secured Notes due June 2017 (the "***Prepetition Senior Secured Notes***" and the holders of such Prepetition Senior Secured Notes, the "***Prepetition Senior Secured Noteholders***") issued by the Company pursuant to that certain Indenture for the 10.50% Senior Secured Notes due June 2017, dated as of July 26, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "***Prepetition Senior Secured Notes Indenture***"), by and among the Company, the subsidiary guarantors from time to time party thereto, and U.S. Bank National Association, as trustee (the "***Prepetition Senior Secured Notes Indenture Trustee***") and as collateral agent (claims of the Prepetition Senior Secured Noteholders under the Prepetition Senior Secured Notes Indenture, the "***Votable Claims***");

WHEREAS, the Plan Sponsors further beneficially hold or control certain additional Unsecured Notes Claims and Convertible Notes Claims (each as defined in the Plan) and other Claims, in each case, as required to be disclosed by Rule 2019 of the Federal Rules of Bankruptcy Procedure, against the Debtors as set forth on Schedule 3-B attached hereto (the "***Additional Claims***").

WHEREAS, (a) on February 2, 2016, the Company and certain of its debtor affiliates (each, individually, a "***Debtor***" and, collectively, the "***Debtors***") commenced jointly administered proceedings (the "***Chapter 11 Proceedings***"), styled *In re Horsehead Holding Corp. et al.*, Case No. 16-10287 (CSS) (the date on which the Chapter 11 Proceedings commenced, the "***Petition Date***") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (11 U.S.C. §§ 101 et seq., as amended, the "***Bankruptcy Code***") with the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***") and (b) on February 5, 2016, the Ontario Superior Court of Justice (Commercial List) (the "***Canadian Court***") recognized the Chapter 11 Proceedings as foreign main proceedings (the "***Recognition Proceedings***") in proceedings commenced under Part IV of the Companies' Creditors Arrangement Act (the "***CCAA***");

WHEREAS, on March 3, 2016, the Bankruptcy Court entered the Final Order (as defined in the DIP Loan Debt Documents) and, on March 3, 2016, the Canadian Court entered the Final DIP Recognition Order (as defined in the DIP Loan Debt Documents);

WHEREAS, prior to the date hereof and in connection with the Chapter 11 Proceedings, the Debtors have engaged in good faith negotiations with certain parties in interest regarding the terms of a comprehensive restructuring (such restructuring as set forth in the Plan and as further agreed to by the Parties pursuant to the terms of this Agreement, the "***Restructuring***") of the Debtors' outstanding obligations, including those under each of the Prepetition Debt Documents and the DIP Loan Debt Documents, and the Parties now desire to implement the Restructuring in accordance with and subject to the terms and conditions set forth in this Agreement and the Plan;

WHEREAS, the Debtors intend to seek entry of one or more orders of the Bankruptcy Court and the Canadian Court, as applicable, in each case, which shall be in form and substance mutually satisfactory to the Requisite Plan Sponsors and the Company, (a) confirming the Plan pursuant to Section 1129 of the Bankruptcy Code (the "***Confirmation Order***"), (b) authorizing the consummation of the transactions contemplated hereby, which order may take the form of, and be incorporated into, the Confirmation Order (the "***UPA Consummation Approval Order***"), and (c) recognizing and enforcing in Canada the Confirmation Order and UPA Consummation Approval Order;

WHEREAS, subject to the terms and conditions contained in this Agreement and the Plan, (a) Reorganized Holdings will issue the Emergence Equity Units in the Emergence Equity Amount to the Plan Sponsors set forth on Schedule 2 and (b) the Eligible Holders will have the right to elect to commit to purchase Additional Capital Commitment Units; and

WHEREAS, pursuant to the Plan and subject to the terms and conditions contained in this Agreement, each Plan Sponsor set forth on Schedule 2 has agreed to purchase (on a several and neither joint nor joint and several basis), such Plan Sponsor's respective Purchase Percentage of the Emergence Equity Units as set forth next to such Plan Sponsor's name on Schedule 2.

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, each of the Parties hereby agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Except as otherwise expressly provided in this Agreement, whenever used in this Agreement (including any Exhibits and Schedules hereto), the following terms shall have the respective meanings specified therefor below:

"***ACC Purchase Percentage***" means, with respect to each Plan Sponsor, a percentage equal to such Plan Sponsor's respective total Votable Claims, as of the Expiration Time, divided by all Votable Claims of the Plan Sponsors as of the Expiration Time; provided, however, that for purposes of this definition, each Plan Sponsor shall be deemed to hold the Votable Claims held by such Plan Sponsor's Related Purchasers.

"***Additional Capital Commitment***" means the agreement and commitment pursuant to which Eligible Holders have elected to commit to purchase the Additional Capital Commitment Units, in each case, pursuant to and subject to the terms and conditions hereof.

"***Additional Capital Commitment Amount***" means cash in an aggregate amount equal to the lesser of (i) $100,000,000 and (ii) the aggregate amount committed by all of the Additional Capital Commitment Participants.

"***Additional Capital Commitment Units***" means the units of New Common Equity committed to be purchased in the Additional Capital Commitment pursuant to and subject to the terms and conditions hereof.

"***Affiliate***" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (including any Affiliated Funds of such Person); *provided, however*, that for purposes of this Agreement, no Plan Sponsor shall be

deemed an Affiliate of the Company or any of its Subsidiaries. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities, by Contract or otherwise.

"***Alternative Transaction***" means any chapter 11 plan or restructuring transaction (including, for the avoidance of doubt, a transaction premised on one or more asset sales under Section 363 of the Bankruptcy Code or pursuant to a plan) other than the Restructuring, including (a) any chapter 11 plan, reorganization, restructuring, liquidation, or alternative proceeding under the Bankruptcy Code, CCAA or BIA involving the Company or any of the other Debtors, (b) the issuance, sale, or other disposition, in each case, by the Company or any of the other Debtors, of any Equity Interests, debt interests, or any material assets of the Company or any of the other Debtors, or (c) a merger, sale, consolidation, business combination, recapitalization, refinancing, share exchange, rights offering, debt offering, equity investment, or similar transaction involving all or a significant portion of the assets, business or equity of the Debtors whether through one or more transactions) involving the Company or any of the other Debtors.

"***Antitrust Authorities***" means the United States Federal Trade Commission, the Antitrust Division of the United States Department of Justice, the attorneys general of the several states of the United States and any other Governmental Entity having jurisdiction pursuant to the Antitrust Laws.

"***Antitrust Laws***" mean the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act, and any other Law governing agreements in restraint of trade, monopolization, pre-merger notification, the lessening of competition through merger or acquisition or anti-competitive conduct.

"***Applicable Privacy Laws***" means (a) any Laws that regulate the collection, use and disclosure of information about an identifiable individual and all policies and guidelines of any federal, state or provincial privacy commissioner, that are applicable to the Company and its Subsidiaries; and (b) any Laws governing spam or electronic communications that are applicable to the Company and its Subsidiaries, including "CASL", an act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada) (S.C. 2010, c.23) and the regulations made thereunder.

"***Available Units***" means any Emergence Equity Units that any Plan Sponsor fails to purchase as a result of a Plan Sponsor Default by such Plan Sponsor.

"***Bankruptcy Rules***" means the Federal Rules of Bankruptcy Procedure and the local rules and general orders of the Bankruptcy Court, as in effect on the Petition Date, together with all amendments and modifications thereto subsequently made applicable to the Chapter 11 Proceedings.

"***Banco Bilbao Note***" means that certain unsecured note payable by Reorganized Holdings to Banco Bilbao Vizcaya Argentaria, S.A. ("***BBVA***") on the Effective Date in accordance with the Plan, at an interest rate of LIBOR plus 1.50% per annum and maturing on the seven (7) year anniversary of the Closing Date.

"BBVA Note Documents" means Banco Bilbao Note, together with all agreements and all other documentation executed in connection with such unsecured note, each as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof.

"***BIA***" means the *Bankruptcy and Insolvency Act* (Canada).

"***Business Day***" means any day, other than a Saturday, Sunday or legal holiday, as defined in Bankruptcy Rule 9006(a).

"***Canadian Pension Plans***" means the Zochem Inc. Hourly Employees Retirement Income Plan and the Zochem Inc. Salaried Employees Retirement Income Plan.

"***Certificate of Conversion***" means the certificate of conversion of Horsehead Holding Corp. into a limited liability company as of the Closing Date, which shall be consistent with the terms set forth in the Plan and otherwise in form and substance satisfactory to the Requisite Plan Sponsors.

"***Claim***" shall have the meaning given that term in Section 101(5) of the Bankruptcy Code.

"***Code***" means the Internal Revenue Code of 1986.

"***Collective Bargaining Agreements***" means any and all written Contracts, letters, side letters and contractual obligations of any kind, nature and description, that have been entered into between, or that involve or apply to, any employer and any Employee Representative.

"***Company Disclosure Schedule***" means the disclosure schedules delivered by the Company to the Plan Sponsors on the date hereof.

"***Company Plan***" means any employee benefit plan as defined in Section 3(3) of ERISA, which is maintained or contributed to by (or to which there is an obligation to contribute of) the Company or any Subsidiary of the Company, and each such plan for which any such entity has any Liability, other than any plan sponsored, maintained or required by a Governmental Entity.

"***Company SEC Documents***" means all of the reports and forms (including exhibits, schedules and information incorporated therein) filed with the SEC by the Company.

"***Confirmation Hearing***" means the hearing held by the Bankruptcy Court pursuant to Section 1128 of the Bankruptcy Code to consider confirmation of the Plan, as such hearing may be adjourned or continued from time to time, in each case, in consultation with the Requisite Plan Sponsors.

"***Contract***" means any agreement, contract or instrument, including any loan, note, bond, mortgage, indenture, guarantee, deed of trust, license, franchise, commitment, lease, franchise agreement, letter of intent, memorandum of understanding or other obligation, and any amendments or modifications thereto or restatements thereof, whether written or oral, but excluding the Plan.

"***Defaulting Plan Sponsor***" means, at any time, any Plan Sponsor that caused a Plan Sponsor Default that is continuing at such time.

"***DIP Agent***" means Cantor Fitzgerald Securities, as administrative agent under the DIP Loan.

"***DIP Loan***" means that certain Senior Secured Superpriority Debtor-In-Possession Credit, Security and Guaranty Agreement, dated as of February 8, 2016, by and among the Debtors party thereto, the lenders from time to time party thereto (such lenders, the "***DIP Lenders***"), and the DIP Agent (as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof).

"***DIP Loan Claims***" means any and all Claims of the DIP Lenders under the DIP Loan Debt Documents.

"***DIP Loan Debt Documents***" means the DIP Loan, together with all security, pledge, mortgage, and guaranty agreements and all other documentation executed in connection with the DIP Loan, each as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof.

"***DIP Loan Event of Default***" means an "Event of Default" under, and as defined in, the DIP Loan.

"***Disclosure Statement***" means the Disclosure Statement for the Plan approved pursuant to the Plan Solicitation Order (including all exhibits and schedules thereto) and the corresponding Recognition Order, which Disclosure Statement shall be substantially in the form attached hereto as Exhibit B and otherwise mutually satisfactory to the Requisite Plan Sponsors and the Company and as may be further amended, supplemented or otherwise modified from time to time pursuant to the terms of this Agreement.

"***Effective Date***" means the effective date under and as defined in the Plan.

"***Eligible Holder***" means each Plan Sponsor that is a holder of a Votable Claim that is an "accredited investor" as such term is defined by Rule 501 of Regulation D, promulgated under the Securities Act of 1933 as determined by the Company pursuant to the terms hereof.

"***Emergence Equity Amount***" means cash in an aggregate amount equal to $160,000,000.

"***Emergence Equity Units***" means the New Common Equity to be issued pursuant to Section 2.2 in an amount equal to sixty-two and seven hundred sixty-two thousandths percent (62.762%) of the Total Outstanding Units as of the Effective Date, subject to dilution by any units of New Common Equity to be issued (a) pursuant to the Warrants, (b) pursuant to the terms of the MEIP, or (c) on account of the Additional Capital Commitment Units at any time on or after the Closing Date.

"***Employee Representatives***" means any of the Company's or any of its Subsidiaries' respective employees or such employees' labor organization, works council, workers' committee, union representatives or any other type of employees' representatives for collective bargaining purposes.

"***Environmental Claims***" means any and all Legal Proceedings relating in any way to any Environmental Law or any Permit issued, or any approval given, under any such Environmental Law, including (a) any and all Legal Proceedings by any Governmental Entity for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, and (b) any and all Legal Proceedings by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief in connection with alleged injury or threat of injury to health, safety or the environment due to the presence or release of, or exposure to, any Hazardous Materials.

"***Environmental Law***" means any applicable international, regional, federal, state, provincial, foreign or local Law, treaties, directives, protocols, codes, binding and enforceable guidelines or standards, binding and enforceable written policy, and rule of common law, in each case having the force and effect of Law and as amended and in effect as of, prior to or through the Closing Date, and any judicial or administrative interpretation thereof, including any Order, to the extent binding on the Company or any of its Subsidiaries, relating to the environment (including ambient air, surface water, ground water, navigable waters, waters of the contiguous zone, coastal water, ocean waters and international waters), worker or public health and safety (to the extent related to exposure to Hazardous Materials), and/or Hazardous Materials (including the emission, discharge, release or threatened release of any Hazardous Materials into ambient air, surface water, ground water, navigable waters, waters of the contiguous zone, coastal water, ocean waters, international waters or lands or otherwise and the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials), including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 et seq. ("***RCRA***"); the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq. (to the extent it regulates occupational exposure to Hazardous Materials); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH); and any applicable federal, state, provincial, local or foreign counterparts or equivalents, in each case, as amended from time to time.

"***ERISA***" means the Employee Retirement Income Security Act of 1974.

"***ERISA Affiliate***" means each person (as defined in Section 3(9) of ERISA) which together with the Company or a Subsidiary of the Company would be deemed to be a "single employer" within the meaning of Section 414(b), (c), (m) or (o) of the Code.

"***ERISA Event***" means (a) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any ERISA Plan (excluding those for which the provision for thirty (30) days' notice to the PBGC has been waived by regulation); (b) the failure of any ERISA Plan to meet the minimum funding standard of Section 412 or Section 430 of the Code or Section 302 or 303 of ERISA, in each case, whether or not waived, or the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any ERISA Plan or the failure of the Company or any of its ERISA Affiliates to make any required contribution to a Multiemployer Plan; (c) the provision by the administrator of any ERISA Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (d) the withdrawal by the Company or any of its ERISA Affiliates from any Multiemployer Plan or the termination of any such Multiemployer Plan resulting in liability to the Company pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any ERISA Plan, or the occurrence of any event or condition which would reasonably be expected to constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any ERISA Plan; (f) the imposition of liability on the Company pursuant to Section 4062 or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) the withdrawal of the Company or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential withdrawal liability imposed on the Company therefor, or the receipt by the Company of notice from any Multiemployer Plan that it is insolvent pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (h) the occurrence of an act or omission which would reasonably be expected to give rise to the imposition on the Company of fines, penalties, taxes or related charges under Chapter 43 of the Code or under Sections 502(c), (i) or (l), or Section 4071 of ERISA in respect of any

Company Plan; (i) the assertion of a material claim (other than routine claims for benefits) against any Company Plan other than a Multiemployer Plan or the assets thereof, or against the Company or any of its respective ERISA Affiliates in connection with any Company Plan, that, in each case, would reasonably be expected to result in a liability to the Company; (j) the imposition of a Lien on the assets of the Company pursuant to Section 430(k) of the Code or pursuant to Section 303(k) of ERISA with respect to any ERISA Plan; (k) a determination that any ERISA Plan is, or is expected to be, in "at risk" status (within the meaning of Section 430 of the Code or Section 303 of ERISA); or (l) a determination that any Multiemployer Plan is, or is expected to be, in "critical" "endangered" status under Section 432 of the Code or Section 305 of ERISA.

"***ERISA Plan***" means any pension plan as defined in Section 3(2) of ERISA subject to Title IV of ERISA (other than a Multiemployer Plan), which is maintained or contributed to by (or to which there is an obligation to contribute of) the Company or a Subsidiary of the Company, and each such plan for which any such entity has any Liability (including on account of an ERISA Affiliate).

"***Event***" means any event, development, occurrence, circumstance, effect, condition, result, state of facts or change.

"***Exchange Act***" means the Securities Exchange Act of 1934.

"***Exclusivity Order***" means that certain Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief, to be entered by the Bankruptcy Court on or about July 11, 2016.

"***Expiration Time***" means 5:00 pm prevailing Eastern time on July 29, 2016.

"***Final Order***" means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, is in full force and effect, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek leave to appeal, seek certiorari, or request reargument or further review or rehearing has expired and no appeal, motion for leave to appeal or petition for certiorari, or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken, motion for leave to appeal, or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which leave was sought or from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be taken or granted; *provided, however*, that the possibility that a motion under Rule 60 of the *Federal Rules of Civil Procedure*, or any analogous rule under the Bankruptcy Rules, the Local Bankruptcy Rules of the Bankruptcy Court or any analogous rules under the CCAA or *Ontario Rules of Civil Procedure* may be filed relating to such order shall not prevent such order from being a Final Order.

"***Foreign Company Plan***" means any employee benefit, savings or retirement plans, of any nature or kind whatsoever, including any Foreign Pension Plans and any: (a) compensation, bonus, deferred compensation, profit sharing and incentive compensation plans; (b) share purchase, share appreciation and share option plans; (c) severance or termination pay and vacation pay plans; (d) hospitalization or other medical, dental, eye care or other health and welfare benefit plans; (e) life or other insurance plans; (f) disability, salary continuation, supplemental unemployment benefit plans; (g) mortgage assistance, employee loan, employee discount, employee assistance or counseling plans; (h) supplemental, multi-employer, defined benefit or defined contribution pension plans, group registered retirement savings plans and deferred profit sharing plans; or (i) other similar employee benefit plans,

arrangements or agreements, whether oral or written, formal or informal, funded or unfunded (including all policies with respect to holidays, sick leave, long-term disability, vacations, expense reimbursements and automobile allowances and rights to company-provided automobiles) that are administered or maintained for employees or former employees of any Debtor or any of its Subsidiaries residing outside the United States, contributed to or required to be contributed to by any Debtor or any of its Subsidiaries or for which any Debtor or any of its Subsidiaries has any obligations, rights or liabilities, contingent or otherwise (except for any statutory plans with which such Debtor or any of its Subsidiaries is required to comply, including the Canada/Quebec Pension Plan, and plans administered pursuant to applicable governmental health tax, workers' compensation and workers' safety and employment insurance legislation).

"***Foreign Pension Plan***" means any plan or other similar program established or maintained outside the United States by any Debtor or any of its Subsidiaries primarily for the benefit of employees of any Debtor or any of its Subsidiaries residing outside the United States, which provides for defined benefit pension benefits, and which plan is not subject to ERISA or the Code, which, for the avoidance of doubt includes any Canadian Pension Plans.

"***Governmental Entity***" means any U.S., Canadian or other non-U.S. international, regional, federal, state, provincial, municipal or local governmental, judicial, administrative, legislative or regulatory authority, entity, instrumentality, agency, department, commission, court, or tribunal of competent jurisdiction (including any branch, department or official thereof).

"***Hazardous Materials***" means: (a) any flammable explosives, petroleum or petroleum products, methane, radioactive materials, asbestos in any form that is friable, urea formaldehyde foam insulation, polychlorinated biphenyls, D4, D5, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of, or judicially interpreted as included in the definition of, "hazardous substances," "hazardous waste," "hazardous materials," "extremely hazardous substances," "restricted hazardous waste," "toxic substances," "toxic pollutants," "contaminants," or "pollutants," or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Entity under Environmental Laws due to its dangerous or deleterious properties or characteristics.

"***HSR Act***" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"***Indebtedness***" of any Person means, without duplication, (a) the principal, accrued and unpaid interest, prepayment and redemption premiums or penalties (if any), unpaid fees or expenses and other monetary obligations in respect of (i) indebtedness of such Person for money borrowed and (ii) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (b) all vendor financing arrangements; (c) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement; (d) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (e) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance, surety bond, performance bond or similar credit transaction; (f) all obligations of such Person under interest rate or currency swap transactions or commodity hedges (valued at the termination value thereof); (g) the liquidation value, accrued and unpaid dividends, prepayment or redemption premiums and penalties (if any), unpaid fees or expenses and other monetary obligations in respect of any redeemable preferred stock (or other equity) of such Person; (h) all obligations of the type referred to in clauses (a) through (g) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (i) all obligations of the type referred to in clauses (a) through (h) of other Persons secured by (or for which the holder of such

obligations has an existing right, contingent or otherwise, to be secured by) any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"***Intellectual Property***" means all U.S. or foreign intellectual or industrial property or proprietary rights, including any: (a) trademarks, service marks, trade dress, domain names, social media identifiers, corporate and trade names, logos and all other indicia of source or origin, together with all associated goodwill, (b) patents, inventions, invention disclosures, technology, know-how, processes and methods, (c) copyrights and copyrighted works, (including software, applications, source and object code, databases and compilations, online, advertising and promotional materials, mobile and social media content and documentation), (d) trade secrets and confidential or proprietary information or content, and (e) all registrations, applications, renewals, re-issues, continuations, continuations-in-part, divisions, extensions, re- examinations and foreign counterparts of any of the foregoing.

"***IRS***" means the United States Internal Revenue Service.

"***ITA***" means the *Income Tax Act* (Canada), as amended from time to time, and any successor statute and all rules and regulations promulgated thereunder.

"***Knowledge of the Company***" means the actual knowledge, after a reasonable inquiry, of James M. Hensler, Robert D. Scherich, Gary R. Whitaker, Ali Alavi, Bruce Morgan, and Joshua Belezyk.

"***Law***" means any law (statutory or common), statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any Governmental Entity.

"***Liability***" means any debt, loss, damage, adverse claim, fine, penalty, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation).

"***Lien***" means any lien, adverse claim, charge, option, right of first refusal, servitude, security interest, mortgage, pledge, deed of trust, easement, encumbrance, restriction on transfer, conditional sale or other title retention agreement, defect in title, lien or judicial lien as defined in Sections 101(36) and (37) of the Bankruptcy Code or other restrictions of a similar kind.

"***Material Adverse Effect***" means any Event, which, individually or together with all other Events, has had or would reasonably be expected to have a material and adverse effect on (a) the business, assets, liabilities, finances, properties, results of operations or condition (financial or otherwise) of the Company and its Subsidiaries (or Reorganized Holdings and its Subsidiaries), taken as a whole, or (b) the ability of the Company and the Debtors to perform their respective obligations under, or to consummate the transactions contemplated by, this Agreement and the Transaction Agreements, including the Additional Capital Commitment, the Emergence Equity Purchase, and the issuance and sale of the Emergence Equity Units and the Additional Capital Commitment Units; *provided, however*, that, in each case, none of the following, either alone or taken together with other Events, shall constitute or be taken into account in determining whether there has been a Material Adverse Effect: (i) any changes after the date hereof in global, national or regional political conditions (including acts of terrorism or acts or escalations of war) or in the general business, market and economic conditions generally affecting the industries and regions in which the Company and its Subsidiaries operate; (ii) any changes after the date hereof in financial, banking, commodities or securities markets, (iii) any changes after the date hereof in applicable Law or GAAP; (iv) the execution, announcement or performance of, or compliance with, this

Agreement or the transactions contemplated hereby; (v) changes in the market price or trading volume of the Claims or securities of the Company (but not the underlying facts giving rise to such changes); (vi) the departure of officers or directors of the Company after the date hereof (but not the underlying facts giving rise to such departure); (vii)(A) the filing of the Chapter 11 Proceedings or the Recognition Proceedings and any adversary proceedings or contested motions commenced in connection therewith, (B) any objection to the Restructuring (or the transactions contemplated hereby), the Plan (or the transactions contemplated thereby), any disclosure statement related thereto or the DIP Loan Debt Documents and the financing contemplated thereby (C) any objections to the assumption or rejection of any Contract or (D) any Order of the Bankruptcy Court or any actions or omissions of the Debtors in compliance therewith; or (viii) any action taken by the Debtors at the request of, or with the consent of, the Requisite Plan Sponsors; *provided, further, however*, that the exceptions set forth in clauses (i) and (ii) shall not apply to the extent that such Event is disproportionately adverse to the Company and any of its Subsidiaries, taken as a whole, as compared to other companies in the industries in which the Company and its Subsidiaries operate.

"***MEIP***" means that certain management equity incentive plan of Reorganized Holdings, which shall be in form and substance mutually satisfactory to the Requisite Plan Sponsors and approved by the board of directors of Reorganized Holdings, adopted as of the Effective Date and reserving a number of units of New Common Equity equal to ten percent (10%) of the number of Total Outstanding Units for distribution thereunder calculated as of the Effective Date.

"***Multiemployer Plan***" means a plan subject to Title IV of ERISA which is defined in Section 3(37) of ERISA and which is contributed to by (or to which there is an obligation to contribute of) the Company or a Subsidiary of the Company, and each such plan for which any such entity has liability (including on account of an ERISA Affiliate).

"***New Certificate of Formation***" means the certificate of formation of Reorganized Holdings as of the Closing Date, which shall be consistent with the terms set forth in the Plan and otherwise in form and substance satisfactory to the Requisite Plan Sponsors.

"***New Common Equity***" means the limited liability company interests of Reorganized Holdings.

"***New Limited Liability Company Agreement***" means the limited liability company agreement of Reorganized Holdings as of the Closing Date, which shall be in the form attached hereto as Exhibit D subject to confirmation and completion of bracketed items and schedules in accordance with the terms of this Agreement.

"***Order***" means any judgment, order, award, injunction, writ, permit, license or decree of any Governmental Entity or arbitrator of applicable jurisdiction.

"***Owned Real Property***" means all real property and interests in real property owned, in whole or in part, directly or indirectly by the Company and its Subsidiaries, together with all buildings, fixtures and improvements now or subsequently located thereon, and all appurtenances thereto.

"***PBA***" means the Pension Benefits Act (Ontario) as amended from time to time, and any successor statute and all rules and regulations promulgated thereunder, or any similar law of another province in Canada governing the Canadian Pension Plans.

"***PBGC***" means the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.

"***Permitted Liens***" means (a) Liens for Taxes that (i) are not yet due and payable or (ii) are being contested in good faith by appropriate proceedings and for which adequate reserves have been made with respect thereto; (b) mechanics or construction Liens and similar Liens for labor, materials or supplies provided with respect to any Owned Real Property or personal property of the Company or any of its Subsidiaries incurred in the ordinary course of business consistent with past practice and for amounts that do not materially detract from the value of, or materially impair the use of, any of the Owned Real Property or personal property of the Company or any of its Subsidiaries; (c) zoning, building codes and other land use Laws regulating the use or occupancy of any Owned Real Property or the activities conducted thereon that are imposed by any Governmental Entity having jurisdiction over such real property and that do not prohibit the current or currently proposed use or occupancy of such Owned Real Property; (d) easements, covenants, conditions, restrictions and other similar matters affecting title to any Owned Real Property and other title defects that do not or would not reasonably be expected to materially impair the use or occupancy of such real property in the current or currently proposed operation of the Company's or any of its Subsidiaries' business; and (e) Liens that, pursuant to the Confirmation Order or corresponding Recognition Order, will not survive beyond the Effective Date.

"***Person***" means an individual, firm, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, associate, trust, Governmental Entity or other entity or organization.

"***Plan***" means the Debtors' First Amended Joint Plan of Reorganization substantially in the form attached hereto as Exhibit A and otherwise mutually satisfactory Requisite Plan Sponsors and the Company, as may be amended, supplemented or otherwise modified from time to time pursuant to the terms of this Agreement.

"***Plan Solicitation Motion***" means the Debtors' Motion for an Order, which may be the UPA Approval Order, in form and substance mutually satisfactory to the Requisite Plan Sponsors and the Company and among other things, (a) approving the Disclosure Statement (including approving the Disclosure Statement as containing "adequate information" (as that term is used by Section 1125 of the Bankruptcy Code)); (b) establishing a voting record date for the Plan; (c) approving solicitation packages and procedures for the distribution thereof; (d) approving the forms of ballots; (e) establishing procedures for voting on the Plan; (f) establishing notice and objection procedures for the confirmation of the Plan; and (g) establishing procedures for the assumption and/or assignment of executory Contracts and unexpired leases under the Plan, to be filed with the Bankruptcy Court on or about the date hereof.

"***Plan Solicitation Order***" means an Order entered by the Bankruptcy Court, which may be the UPA Approval Order, substantially in the form attached to the Plan Solicitation Motion, which Order (a) shall, among other things, approve the relief sought in the Plan Solicitation Motion, including (i) the Disclosure Statement; and (ii) the commencement of a solicitation of votes to accept or reject the Plan, and (b) shall be in form and substance mutually satisfactory to the Requisite Plan Sponsors and the Company.

"***Plan Sponsor Default***" means, with respect to any Plan Sponsor, the failure by such Plan Sponsor to purchase such Plan Sponsor's Emergence Equity Units pursuant to and in accordance with the Plan and this Agreement.

"***Prepetition BBVA Debt Documents***" means the Prepetition BBVA Facility together with all security, pledge, mortgage, and guaranty agreements and all other documentation executed in connection with the Prepetition BBVA Facility, each as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof.

"***Prepetition BBVA Facility***" means that certain Credit Agreement, dated as of August 28, 2012, by and between the Company, Horsehead Corporation, and BBVA as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof.

"***Prepetition BBVA Debt Facility Claims***" means any and all Claims of BBVA under the Prepetition BBVA Debt Documents.

"***Prepetition Convertible Senior Notes Indenture***" means that certain Indenture for the 3.80% Convertible Senior Notes due July 2017, dated as of July 27, 2011, by and among the Company and U.S. Bank National Association, as trustee, as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof, pursuant to which the Company issued those certain 3.80% Convertible Senior Notes due July 2017 to the holders thereof (such notes, the "***Prepetition Convertible Senior Notes***", the holders thereof, the "***Prepetition Convertible Senior Noteholders***" and, such claims of the Prepetition Convertible Senior Noteholders under the Prepetition Convertible Senior Notes Indenture, the "***Prepetition Convertible Senior Note Claims***").

"***Prepetition Debt Documents***" means the Prepetition Macquarie Debt Documents, the Prepetition Convertible Senior Notes Indenture, the Prepetition Senior Secured Notes Indenture, the Prepetition Senior Unsecured Notes Indenture, and the Prepetition BBVA Debt Documents.

"***Prepetition Macquarie Debt Documents***" means the Prepetition Macquarie Facility together with all security, pledge, mortgage, and guaranty agreements and all other documentation executed in connection with the Prepetition Macquarie Facility, each as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof.

"***Prepetition Macquarie Facility***" means that certain Credit Agreement, dated as of June 30, 2015, by and among Horsehead Corporation, a Debtor and Subsidiary of the Company, the borrowers and guarantors from time to time party thereto, the lenders from time to time party thereto (the "***Prepetition Macquarie Lenders***"), and Macquarie Bank Limited, as administrative agent, as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof.

"***Prepetition Macquarie Facility Claims***" means any and all Claims of the Prepetition Macquarie Lenders under the Prepetition Macquarie Debt Documents.

"***Prepetition Senior Unsecured Notes Indenture***" means that certain Indenture for the 9.00% Senior Notes due 2017, dated as of July 29, 2014, by and among the Company, the subsidiary guarantors from time to time party thereto, and U.S. Bank National Association, as trustee, as amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof, pursuant to which the Company issued those certain 9.00% Senior Unsecured Notes due June 2017 to the holders thereof (such notes, the "***Prepetition Senior Unsecured Notes***", the holders thereof, the "***Prepetition Senior Unsecured Noteholders***", and, such claims of the Prepetition Senior Unsecured Noteholders under the Prepetition Senior Unsecured Notes Indenture, the "***Prepetition Senior Unsecured Note Claims***").

"***Prepetition Senior Unsecured Notes Emergence Equity Units***" means the New Common Equity to be issued pursuant to the Plan in an amount equal to two and one-half percent (2.5%) of the Total Outstanding Units as of the Effective Date, subject to dilution by any units of New Common Equity to be issued (a) pursuant to the Warrants, (b) pursuant to the terms of the MEIP, or (c) on account of the Additional Capital Commitment Units at any time on or after the Closing Date

"***Purchase Percentage***" means, with respect to a Plan Sponsor, such Plan Sponsor's percentage of the Emergence Equity Units as set forth opposite such Plan Sponsor's name under the column titled "Purchase Percentage" on Schedule 2 (as it may be amended, supplemented or otherwise modified from time to time in accordance with this Agreement).

"***Purchase Price***" means a price per Emergence Equity Unit equal to (a) $160,000,000, divided by (b) 627,620.00.

"***Real Property Leases***" means those leases, subleases, licenses, concessions and other Contracts, as amended, modified or restated, pursuant to which the Company or one of its Subsidiaries holds a leasehold or subleasehold estate in, or is granted the right to use or occupy, any land, buildings, structures, improvements, fixtures or other interest in real property used in the Company's or its Subsidiaries' business.

"***Recognition Order***" means, as applicable, an Order of the Canadian Court, in form and substance mutually satisfactory to the Requisite Plan Sponsors and the Company, recognizing and enforcing in Canada the Confirmation Order, UPA Approval Order, UPA Consummation Approval Order, Plan Solicitation Order, or any other Order of the Bankruptcy Court.

"***Related Party***" means, with respect to any Person, (a) any former, current or future director, officer, agent, Affiliate, employee, general or limited partner, member, manager or stockholder of such Person and (b) any former, current or future director, officer, agent, Affiliate, employee, general or limited partner, member, manager or stockholder of any of the foregoing.

"***Reorganized Holdings***" means Horsehead Holding LLC, as converted to a Delaware limited liability company and otherwise reorganized pursuant to the Plan.

"***Reorganized Holdings Corporate Documents***" means the New Limited Liability Company Agreement, the New Certificate of Formation and the Certificate of Conversion.

"***Representatives***" means, with respect to any Person, such Person's directors, officers, members, partners, managers, employees, agents, investment bankers, attorneys, accountants, advisors and other representatives.

"***Requisite Plan Sponsors***" means Plan Sponsors holding at least a majority of the aggregate Votable Claims of all Plan Sponsors as of the date on which the consent or approval of such Plan Sponsors is solicited; *provided, however*, that for purposes of this definition, each Plan Sponsor shall be deemed to hold the Votable Claims held by such Plan Sponsor's Related Purchasers.

"***SEC***" means the United States Securities and Exchange Commission.

"***Securities Act***" means the Securities Act of 1933.

"***Subscription Agent***" means Epiq Bankruptcy Solutions, LLC.

"***Subsidiary***" means, with respect to any Person, any corporation, partnership, joint venture or other legal entity as to which such Person (either alone or through or together with any other Subsidiary), (a) owns, directly or indirectly, more than fifty percent (50%) of the stock or other equity interests, (b) has the power to elect a majority of the board of directors or similar governing body or (c) has the power to direct the business and policies.

"***Superior Proposal***" means a *bona fide* written proposal to consummate an Alternative Transaction made by a third party on terms which the Board of Directors of the Company determines in good faith by a vote of a majority of the entire board of directors (after consultation with the Debtors' legal and financial advisors), taking into account all legal, financial, regulatory and other aspects of the proposal and the party making such proposal, that such proposal (A) (i) would, if consummated in accordance with its terms, be more favorable, from a financial point of view, to the relevant stakeholders of the Debtors than the transactions contemplated by the Plan, (ii) contains conditions which are all reasonably capable of being satisfied in a timely manner and (iii) is not subject to any "diligence outs", "financing outs", "financing contingencies" or similar contingencies and, to the extent financing for such proposal is required, that such financing is then committed; and (B) provides (i) that all allowed Claims be treated no less favorably than as provided by the Plan and this Agreement on the Effective Date, (ii) a recovery to holders of Prepetition Senior Secured Notes Claims at least as favorable as the recovery set forth in the Plan and this Agreement and, in any event, resulting in the indefeasible repayment of all Prepetition Senior Secured Notes Claims and DIP Loan Claims, in cash, on the effective date (or consummation of) of such Superior Proposal and (iii) a higher and better recovery for the other creditors of the Debtors, taking into account all aspects of such proposal and the Alternative Transaction contemplated thereby.

"***Takeover Statute***" means any restrictions contained in any "fair price," "moratorium," "control share acquisition", "business combination" or other similar anti-takeover statute or regulation.

"***Taxes***" means all taxes, assessments, duties, levies or other mandatory governmental charges paid to a Governmental Entity, including all federal, provincial, state, local, foreign and other income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupation, excise, severance, windfall profits, stamp, payroll, social security, withholding, goods and services and harmonized sales and other taxes, assessments, duties, levies or other mandatory governmental charges of any kind whatsoever paid to a Governmental Entity (whether payable directly or by withholding and whether or not requiring the filing of a Return), all estimated taxes, deficiency assessments, additions to tax, penalties and interest thereon and shall include any Liability for such amounts as a result of being a member of a combined, consolidated, unitary or affiliated group.

"***Total Outstanding Units***" means the total number of units of New Common Equity issued and outstanding as of the Closing Date and as provided in the Plan, including the Emergence Equity Units and the Prepetition Senior Unsecured Notes Emergence Equity Units and excluding any units of New Common Equity to be issued (a) pursuant to the Warrants, (b) pursuant to the terms of the MEIP, or (c) on account of the Additional Capital Commitment at any time on or after the Closing Date.

"***Transfer***" means sell, transfer, assign, pledge, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly.

"***Unfunded Current Liability***" means, with respect to any ERISA Plan, the amount, if any, by which the value of the accumulated plan benefits under the ERISA Plan determined in accordance with actuarial assumptions used in the most recent actuarial report for such ERISA Plan, exceeds the fair market value of all plan assets.

"***UPA Approval Obligations***" means the obligations of the Company under this Agreement, including the obligations with respect to and the terms of the Expense Reimbursement, and any and all other fees and expenses to be paid pursuant to this Agreement.

"*UPA Approval Order*" means an Order entered by the Bankruptcy Court authorizing the Debtors' performance of the UPA Approval Obligations, in the form mutually satisfactory to the Requisite Plan Sponsors and the Company.

"*Warrant Agreement*" has the meaning set forth in the Plan.

"*Warrants*" means those certain warrants to acquire 70,213 units of the New Common Equity (which will be equal to six percent (6%) of the outstanding and reserved units of New Common Equity as of the Effective Date), which warrants (a) shall be exercisable, as of the Effective Date, at a price per unit equal to $737,500,000.00 divided by 1,170,213, (b) shall expire on the six (6) year anniversary of the Closing Date, (c) shall otherwise be in form and substance mutually satisfactory to the Requisite Plan Sponsors and the Company and negotiated in good faith with the Creditors' Committee (as defined in the Plan), and (d) shall be subject to dilution by any units of New Common Equity to be issued on account of the Additional Capital Commitment Units at any time on or after the Closing Date.

Section 1.2 Construction. In this Agreement, unless the context otherwise requires:

(a) references to Articles, Sections, Exhibits and Schedules are references to the articles and sections or subsections of, and the exhibits and schedules attached to, this Agreement;

(b) the descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement;

(c) references in this Agreement to "writing" or comparable expressions include a reference to a written document transmitted by means of electronic mail in portable document format (pdf), facsimile transmission or comparable means of communication;

(d) words expressed in the singular number shall include the plural and vice versa; words expressed in the masculine shall include the feminine and neuter gender and vice versa;

(e) the words "hereof", "herein", "hereto" and "hereunder", and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, including all Exhibits and Schedules attached to this Agreement, and not to any provision of this Agreement;

(f) the term this "Agreement" shall be construed as a reference to this Agreement, including the Exhibits and Schedules hereto, as the same may have been, or may from time to time be, amended, modified, varied, novated or supplemented in accordance with its terms;

(g) "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words;

(h) references to "day" or "days" are to calendar days;

(i) time is of the essence in the performance of the obligations of each of the Parties;

(j) references to "the date hereof" means as of the date of this Agreement;

(k) unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder; *provided, however*, that, for the purposes of the representations and warranties set forth

herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance with, any Law, the reference to such Law means such Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance;

(l) any disclosure made by a party in any Schedule with reference to any Section or Schedule of this Agreement shall be deemed to be a disclosure with respect to any other Section or Schedule to which such disclosure may apply to the extent the applicability of such additional disclosure is reasonably apparent on its face and any disclosure in the Disclosure Statement will be deemed to qualify a representation or warranty to the extent that the relevance of such disclosure to such representation or warranty reasonably apparent on its face. The information contained in this Agreement, in the Schedule and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any Person of any matter whatsoever, including any violation of Law or breach of Contract;

(m) all references to votes or voting in this Agreement include votes or voting on a plan of reorganization under the Bankruptcy Code, including with respect to the Plan; and

(n) references to "U.S. dollars", "dollars" or "$" are to the legal currency of the United States of America, in United States dollars.

Section 1.3 Cross References to Other Defined Terms. Each capitalized term listed below is defined on the corresponding page of this Agreement:

ARTICLE II

UNIT PURCHASE

Section 2.1 Additional Capital Commitment.

(a) On and subject to the terms and conditions hereof, including entry of the UPA Approval Order by the Bankruptcy Court and corresponding Recognition Order of the Canadian Court, each Eligible Holder shall have the right to elect to commit, by providing written notice to the parties hereto pursuant to Section 10.4, on or prior to the Expiration Time, to purchase its respective ACC Purchase Percentage (and not less than or more than its ACC Purchase Percentage) of the Additional Capital Commitment Units (each Eligible Holder who duly commits to purchase its ACC Purchase Percentage of Additional Capital Commitment Units in accordance with the terms hereof, an "***Additional Capital Commitment Participant***").

(b) Pursuant to and subject to the terms and conditions hereof, from and after the Closing until the six (6) month anniversary of the Closing (but only so long as each of the conditions set forth in Section 2.1(d) shall have been satisfied or waived in accordance with this Agreement), Reorganized Holdings may elect to call, on a *pro rata* basis (as calculated by each Additional Capital Commitment Participant's share of the Additional Capital Commitment Amount, such Additional Capital Commitment Participant's "***ACC Pro Rata Share***"), all or any portion of the Additional Capital Commitment of the Additional Capital Commitment Participants by providing written notice to each Additional Capital Commitment Participant (the "***ACC Call Notice***"), which ACC Call Notice shall (i) be distributed to each Additional Commitment Participant, (ii) specify the applicable purchase price and ACC Pro Rata Share of Additional Capital Commitment Units to be purchased by such Additional Capital Commitment Participant pursuant to such ACC Call Notice, (iii) provide instructions for the payment of the applicable purchase price, including Reorganized Holdings' wire instructions, for the Additional Capital Commitment Units to be purchased, and (iv) specify the date on which the purchase and issuance of the Additional Capital Commitment Units shall take place (which date shall be at least thirty (30) days following the date of such ACC Call Notice (any such applicable date, an "***ACC Closing Date***").

(c) On any ACC Closing Date and in each case, pursuant to and subject to the terms and conditions hereof, each Additional Capital Commitment Participant agrees, severally and neither jointly nor jointly and severally, to purchase, and the Company agrees to issue, on such applicable ACC Closing Date, for the applicable purchase price per Additional Capital Commitment Unit, such Additional Capital Commitment Participant's ACC Pro Rata Share of the aggregate number of Additional Capital Commitment Units, rounded among the Additional Capital Commitment Participants solely to avoid fractional units as the Requisite Plan Sponsors may determine in their sole discretion. Each Additional Capital Commitment Participant will be irrevocably committing, severally and neither jointly nor jointly and severally, to purchase its respective ACC Pro Rata Share of the Additional Capital Commitment Units when and as called by Reorganized Horsehead pursuant to and subject to the terms and conditions hereof, including this Section 2.1. On the ACC Closing Date, each Additional Capital Commitment Participant shall enter into a customary and reasonable subscription agreement evidencing their purchase

and providing the same representations and warranties such Additional Capital Commitment Participant set forth in Sections 5.1 through 5.12 (inclusive).

(d) Each Additional Capital Commitment Participant will have, severally and neither jointly nor jointly and severally, the obligation to purchase such Additional Capital Commitment Participant's ACC Pro Rata Share of the aggregate number of Additional Capital Commitment Units when and as called by Reorganized Holdings after the Closing on the ACC Closing Date, subject to the terms hereof and the satisfaction of each of the following conditions:

(i) the approval of three quarters (3/4) of all directors of Reorganized Holdings;

(ii) the Additional Capital Commitment Units will be issued (if at all) at a price per unit equal to the lower of (x) a value per unit implied by a total equity value of Reorganized Holdings and its Subsidiaries equal to $235,450,000; and (y) if, and only if, the spot price of zinc listed on the London Metals Exchange ("LME") has been below $0.80/lb for ten (10) consecutive Business Days prior to the date of issuance of the applicable ACC Call Notice, the fair market value of such units at the time of issuance (as determined by a nationally recognized independent valuation firm selected in good faith by the board of directors of Reorganized Holdings); *provided, however*, that such fair market value shall in no event be less than seventy-five percent (75%) of $277,000,000; and

(iii) Reorganized Holdings shall not have spent, or committed to spend, any money on operating or improving its Mooresboro facility unless and until it has first called all of the Additional Capital Commitment Units for such purpose, and the Additional Capital Commitment Units shall only be called and shall be used exclusively for such purpose.

Section 2.2 Emergence Equity Purchase. On and subject to the terms and conditions hereof, including entry of the UPA Approval Order by the Bankruptcy Court and corresponding Recognition Orders of the Canadian Court, each Plan Sponsor agrees, severally and neither jointly nor jointly and severally, to purchase, and the Company agrees to issue, on the Closing Date, for the Purchase Price per Emergence Equity Unit, such Plan Sponsor's Purchase Percentage of the aggregate number of Emergence Equity Units, rounded among the Plan Sponsors solely to avoid fractional units as the Requisite Plan Sponsors may determine in their sole discretion (such obligation to purchase such Emergence Equity Units, the "***Emergence Equity Purchase***"). Schedule 2 sets forth (i) each Plan Sponsor participating in the Emergence Equity Purchase and (ii) such Plan Sponsor's respective Purchase Percentage and Emergence Equity Units, in each case, as of the date hereof and prior to any amendments, restatements, or allocations as contemplated and permitted hereby.

Section 2.3 Plan Sponsor Default.

(a) Upon the occurrence of a Plan Sponsor Default, each Plan Sponsor (together, but, in each case, excluding any Defaulting Plan Sponsor, the "***Replacing Plan Sponsors***") shall have the right, but not the obligation, within five (5) Business Days after receipt of written notice from the Company to such Replacing Plan Sponsors of such Plan Sponsor Default, which notice shall be given promptly following the occurrence of such Plan Sponsor Default and to all Replacing Plan Sponsors at the same time (such five (5) Business Day period, the "***Plan Sponsor Replacement Period***"), to make arrangements for one or more of the Replacing Plan Sponsors to purchase all or any portion of the Available Units (such purchase, a "***Plan Sponsor Replacement***") on the terms and subject to the conditions set forth in this Agreement and in such amounts based upon the applicable Purchase Percentage of any such Replacing Plan Sponsors as compared to all Replacing Plan Sponsors or as may

otherwise be agreed upon by each of the Replacing Plan Sponsors electing to commit to purchase all or any portion of the Available Units and notified in writing to the Company prior to the expiration of the Plan Sponsor Replacement Period. Any such Available Units purchased by a Replacing Plan Sponsor shall be included, among other things, in the determination of (i) the Emergence Equity Units of such Replacing Plan Sponsor for all purposes hereunder and (ii) the Emergence Equity Purchase of such Replacing Plan Sponsors for purposes of the definition of Requisite Plan Sponsors. If a Plan Sponsor Default occurs, the Outside Date shall be delayed only to the extent necessary to allow for the Plan Sponsor Replacement to be completed within the Plan Sponsor Replacement Period.

(b) Notwithstanding anything to the contrary in this Agreement, (i) nothing in this Agreement shall be deemed to require a Plan Sponsor to (A) purchase more than its respective Purchase Percentage of Emergence Equity Units set forth on Schedule 2 or otherwise be liable in any way for any other Plan Sponsor's Purchase Percentage of the Emergence Equity Units, or (B) purchase any Additional Capital Commitment Units or otherwise be liable in any way for any other Plan Sponsor's purchase of the Additional Capital Commitment Units; (ii) the representations, warranties, agreements, and obligations of each Plan Sponsor under this Agreement are, in all respects, several and neither joint nor joint and several, and (iii) except as contemplated by the provisions of Section 2.6 or Section 6.5 with respect to a Transfer in accordance with such Section(s), in no event shall a Plan Sponsor have any liability for any representation, warranty, agreement or obligation of any other Party. For the avoidance of doubt, notwithstanding anything to the contrary set forth in Section 9.2, but subject to Section 10.13, no provision of this Agreement shall relieve any Defaulting Plan Sponsor from liability hereunder, or limit the availability of the remedies set forth in Section 10.12, in connection with such Defaulting Plan Sponsor's Plan Sponsor Default.

Section 2.4 Subscription Escrow Account Funding.

(a) Funding Notice. No later than the fifth (5th) Business Day following the Expiration Time and at least five (5) Business Days prior to the anticipated Closing Date, the Company shall deliver to each Plan Sponsor set forth on Schedule 2 a written notice (the "***Funding Notice***") of (i) an amended and restated Schedule 2 to reflect any revisions for a Plan Sponsor Default, as contemplated by and pursuant to Section 2.3; (ii) the aggregate number of Emergence Equity Units, and the aggregate Purchase Price implied thereby; (iii) the account to which such Plan Sponsor shall deliver and pay the aggregate Purchase Price for such Plan Sponsor's Purchase Percentage of the Emergence Equity Units (the "***Subscription Escrow Account***") pursuant to Section 2.2 (in each case, as may be adjusted pursuant to Section 2.3); and (iv) the number of Additional Capital Commitment Units which the Plan Sponsors have subscribed for and committed to purchase. The Company shall promptly provide any written backup, information and documentation relating to the information contained in the applicable Funding Notice as any Plan Sponsor may reasonably request.

(b) Subscription Escrow Account Funding. No later than the second (2nd) Business Day following receipt of the Funding Notice (such date, the "***Subscription Escrow Funding Date***"), each Plan Sponsor shall deliver and pay an amount equal to (i) the Purchase Price, multiplied by (ii) such Plan Sponsor's Purchase Percentage of the Emergence Equity Units as set forth on Schedule 2 (as amended and restated to reflect any revisions for a Plan Sponsor Default, in each case, as contemplated by and pursuant to Section 2.3), by wire transfer in immediately available funds in U.S. dollars into the Subscription Escrow Account in satisfaction of such Plan Sponsor's Emergence Equity Purchase; *provided, however*, that each Plan Sponsor may elect, in its sole and absolute discretion and by written notice to the DIP Agent and the Company, and the Subscription Agent, to fund any portion of its respective Emergence Equity Purchase by agreeing to cause the DIP Agent, and directing the DIP Agent, to pay any amounts to be paid to such Plan Sponsor under the terms of the DIP Loan to Subscription Escrow Account and, upon such direction, any such amounts shall be deemed paid by such Plan Sponsor

to the Subscription Escrow Account and shall be held pursuant to the terms hereof and the Subscription Escrow Agreement. The Subscription Escrow Account shall be established with the Subscription Agent, pursuant to an escrow agreement in form and substance mutually satisfactory to the Requisite Plan Sponsors and the Company (the "***Subscription Escrow Agreement***"). The funds held in the Subscription Escrow Account shall be released, and each Plan Sponsor shall receive from the Subscription Escrow Account the cash amount actually funded to the Subscription Escrow Account by such Plan Sponsor, plus any interest accrued thereon, promptly following the earlier to occur of (i) the termination of this Agreement in accordance with its terms and (ii) the Outside Date if, by such date, the Closing has not occurred.

Section 2.5 Closing.

(a) Subject to ARTICLE VIII, unless otherwise mutually agreed in writing between the Company and the Requisite Plan Sponsors, the closing of the Emergence Equity Purchase (the "***Closing***") shall take place by electronic exchange of documents (or, if the parties agree to hold a physical closing, at the offices of Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036-6745, at 10:00 a.m., prevailing Eastern time, on the date on which all of the conditions set forth in Sections 7.1 and 7.3 shall have been satisfied or waived in accordance with this Agreement (other than conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing). The date on which the Closing actually occurs shall be referred to herein as the "***Closing Date***".

(b) At the Closing, the funds held in the Subscription Escrow Account shall be released and utilized as set forth in, and in accordance with, the Plan and the Subscription Escrow Agreement.

(c) At the Closing, Reorganized Holdings shall issue the Emergence Equity Units, in each case, free and clear of any and all Liens, to each Plan Sponsor (or to its designee in accordance with Section 2.6(a)) against payment of the aggregate Purchase Price for the Emergence Equity Units by such Plan Sponsor pursuant to the terms of Sections 2.2 and 2.4(b). Unless a Plan Sponsor requests delivery of a physical unit certificate, the entry of any Emergence Equity Units to be delivered pursuant to this Section 2.5(c) into the account of a Plan Sponsor pursuant to Reorganized Holdings' book entry procedures and delivery to such Plan Sponsor of an account statement reflecting the book entry of such Emergence Equity Units shall be deemed delivery of such Emergence Equity Units for purposes of this Agreement. Notwithstanding anything to the contrary in this Agreement, all Emergence Equity Units will be delivered with all issue, stamp, transfer, sales and use, or similar transfer Taxes or duties that are due and payable (if any) in connection with such delivery duly paid by Reorganized Holdings.

Section 2.6 Designation and Assignment Rights.

(a) Each Plan Sponsor shall have the right to designate by written notice to the Company no later than two (2) Business Days prior to the Closing Date that some or all of its Emergence Equity Units be issued in the name of, and delivered to, one or more of its Affiliates or Affiliated Funds (other than any portfolio company of such Plan Sponsor or its Affiliates) (each a "***Related Purchaser***") upon receipt by the Company of payment therefor in accordance with the terms hereof, which notice of designation shall (i) be addressed to the Company and signed by such Plan Sponsor and each such Related Purchaser, (ii) specify the number of Emergence Equity Units, as applicable, to be delivered to or issued in the name of such Related Purchaser and (iii) contain a confirmation by each such Related Purchaser of the accuracy of the representations set forth in Section 5.1 through Section 5.10 as applied to such Related Purchaser; *provided, however*, that no such designation pursuant to this Section 2.6(a) shall relieve such Plan Sponsor from its obligations under this Agreement.

(b) Each Plan Sponsor shall have the right to designate by written notice to the Company no later than two (2) Business Days prior to the closing of the Additional Capital Commitment that some or all of its Additional Capital Commitment Units be issued in the name of, and delivered to, a Related Purchaser upon receipt by the Company of payment therefor in accordance with the terms hereof, which notice of designation shall (i) be addressed to the Company and signed by such Plan Sponsor and each such Related Purchaser, (ii) specify the number of Additional Capital Commitment Units to be delivered to or issued in the name of such Related Purchaser and (iii) contain a confirmation by each such Related Purchaser of the accuracy of the representations set forth in Section 5.1 through Section 5.10 as applied to such Related Purchaser; *provided, however*, that no such designation pursuant to this Section 2.6(b) shall relieve such Plan Sponsor from its obligations under this Agreement.

(c) No Plan Sponsor shall have the right to Transfer all or any portion of its Emergence Equity Purchase rights hereunder other than to (i) another Plan Sponsor, (ii) any party that signs a joinder hereto ("***Joinder Agreement***"), in the form of Exhibit C, pursuant to which such party agrees to be bound by the terms, conditions and obligations of such transferring Plan Sponsor in the same manner and subject to the same terms, conditions and obligations as such transferring Plan Sponsor was bound hereunder, (iii) any investment fund (A) the primary investment advisor to which is such Plan Sponsor or an Affiliate thereof or (B) that is a bona fide holder of the majority of the limited partnership or similar interests of a Plan Sponsor (collectively, an "***Affiliated Fund***") or (iv) any special purpose vehicle that is, and only for so long as it continues to be, wholly-owned by such Plan Sponsor or its Affiliated Funds, created for the purpose of holding such Emergence Equity Units, or holding debt or equity of the Debtors, and with respect to which such Plan Sponsor either (A) has provided an adequate equity support letter or a guarantee of such special purpose vehicle's Emergence Equity Units, in either case, that is reasonably satisfactory to the Company or (B) otherwise remains obligated to fund the Emergence Equity Units, to be Transferred until the Closing (each such Person, an "***Ultimate Purchaser***"), and that, in each case, agrees in a writing addressed to the Company (x) to purchase such portion of such Plan Sponsor's Emergence Equity Units, and (y) to be fully bound by, and subject to, this Agreement as, and with the rights and obligations of, a Plan Sponsor hereto; *provided, however*, that no sale or Transfer pursuant to this Section 2.6(c) shall relieve such Plan Sponsor from its obligations under this Agreement. Any Transferee of Emergence Equity Purchase rights in accordance with this Section 2.6(c) shall be deemed to be a Plan Sponsor, and shall have the rights and obligations of a Plan Sponsor, to the extent of the interests so Transferred thereto. Any purported Transfer of all or any portion of any Emergence Equity Units not in accordance with this Section 2.6(c) will be void *ab initio*.

(d) Each Plan Sponsor, severally and neither jointly nor jointly and severally, agrees that it will not Transfer, at any time during the Pre-Closing Period, any of its rights and obligations under this Agreement to any Person other than in accordance with Sections 2.3, 2.6 or 6.5. After the Closing Date, nothing in this Agreement shall limit or restrict in any way any Plan Sponsor's ability to Transfer any of its Emergence Equity Units or any interest therein; *provided, however*, that any such Transfer shall be made pursuant to (i) an effective registration statement under the Securities Act or an exemption from the registration requirements thereunder and pursuant to applicable securities Laws and (ii) the terms of any applicable Reorganized Holdings Corporate Documents.

ARTICLE III

EXPENSE REIMBURSEMENT

Section 3.1 Expense Reimbursement.

(a) Until the earlier to occur of (i) the Closing and (ii) the Termination Date, the Debtors agree to pay in accordance with Section 3.1(b) the reasonable and documented fees and expenses

of counsel, financial advisors, consultants, and other professionals (including any personnel search firms used by the Plan Sponsors in connection with a search for the directors or managers contemplated by the Reorganized Holdings Corporate Documents) for specialized areas of expertise as circumstances warrant retained by the Plan Sponsors, including such fees and expenses of Akin Gump Strauss Hauer & Feld LLP, Cassels Brock & Blackwell LLP, Ashby & Geddes, Dechert LLP, Tenova Bateman Sub-Saharan Africa, Womble Carlyle Sandridge & Rice, LLP, Ropes & Gray LLP, and Moelis & Company, in each case, that have been and are incurred in connection with (x) the negotiation, preparation and implementation of this Agreement (including the Emergence Equity Purchase), the Plan, the Transaction Agreements and the other agreements and transactions contemplated hereby and thereby or (y) the Restructuring, the Chapter 11 Proceedings and the Recognition Proceedings (such payment obligations, collectively, the "***Expense Reimbursement***").

(b) The Expense Reimbursement accrued through the date on which the UPA Approval Order is entered shall be paid within one (1) Business Day of such date. The Expense Reimbursement shall thereafter be payable by the Debtors promptly after receipt of monthly invoices therefor; *provided, however*, that the Debtors' shall pay any and all then outstanding Expense Reimbursements simultaneously with the Closing or simultaneous with the termination of this Agreement in accordance with applicable provisions of ARTICLE IX. The Plan Sponsors shall promptly provide copies of such invoices (redacted to protect privileges) to the Debtors and to the Office of the United States Trustee for the District of Delaware.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the corresponding section of the Company Disclosure Schedule (subject to Section 1.2(l)), the Company hereby represents and warrants to the Plan Sponsors (unless otherwise set forth herein, as of the date hereof and as of the Closing Date) as set forth below.

Section 4.1 Organization and Qualification. The Company and each of its Subsidiaries (a) is a duly organized and validly existing corporation, limited liability company or limited partnership, as the case may be, in good standing (or equivalent thereof) under the Laws of the jurisdiction of its incorporation or formation, (b) has the corporate or other applicable power and authority to own its properties and assets and to transact the business in which it is currently engaged and presently proposes to engage and (c) is duly qualified and is authorized to do business and is in good standing in each jurisdiction where the conduct of its business as currently conducted requires such qualifications, except, in the case of this clause (c), where the failure to be so qualified or authorized would not reasonably be expected to have a Material Adverse Effect.

Section 4.2 Corporate Power and Authority.

(a) The Company has the requisite corporate power and authority (i) subject to entry of the UPA Approval Order and, with respect to property in Canada, the corresponding Recognition Order, to enter into, execute and deliver this Agreement and to perform the UPA Approval Obligations and (ii) subject to entry of the UPA Consummation Approval Order, the Confirmation Order, and the corresponding Recognition Orders, to consummate the transactions contemplated herein and in the Plan, to perform each of its other obligations hereunder, to enter into, execute and deliver each Plan-Related Document, each Rights Offering Document, each Reorganized Holdings Corporate Document and all other documents, agreements, certificates, supplements, and instruments referred to or contemplated herein or therein or hereunder or thereunder to which it will be a party as contemplated by this Agreement and the Plan (this Agreement, the Plan, the Disclosure Statement, the Plan-Related Documents, the

Reorganized Holdings Corporate Documents, and such other documents, agreements, certificates, supplements, and instruments referred to or contemplated herein or therein or hereunder or thereunder, collectively, the "***Transaction Agreements***") and to perform its obligations under each of the Transaction Agreements (other than this Agreement). Subject to the receipt of the foregoing Orders, as applicable, the execution and delivery of this Agreement and each of the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby have been or will be duly authorized by all requisite corporate action on behalf of the Company, and no other corporate proceedings on the part of the Company are or will be necessary to authorize this Agreement or any of the other Transaction Agreements or to consummate the transactions contemplated hereby or thereby.

(b) Subject to entry of the UPA Consummation Approval Order, the Confirmation Order, and, with respect to property in Canada, the corresponding Recognition Orders, each of the other Debtors has the requisite power and authority (corporate or otherwise) to enter into, execute and deliver each Transaction Agreement to which such other Debtor is a party and to perform its obligations thereunder. Subject to entry of the UPA Consummation Approval Order, the Confirmation Order, and the corresponding Recognition Orders, the execution and delivery of this Agreement and each of the other Transaction Agreements to which such other Debtor is a party and the consummation of the transactions contemplated hereby and thereby have been or will be duly authorized by all requisite action (corporate or otherwise) on behalf of each other Debtor party thereto, and no other proceedings on the part of any other Debtor party thereto are or will be necessary to authorize this Agreement or any of the other Transaction Agreements or to consummate the transactions contemplated hereby or thereby.

(c) Subject to entry of the UPA Consummation Approval Order, the Confirmation Order, and, with respect to property in Canada, the corresponding Recognition Orders, each of the Company and the other Debtors has the requisite corporate power and authority to perform its obligations under the Plan, and has taken all necessary corporate actions required for the due consummation of the Plan in accordance with its terms.

Section 4.3 Execution and Delivery; Enforceability.

(a) Subject to entry of the UPA Consummation Approval Order, and, with respect to property in Canada, the corresponding Recognition Order, this Agreement will have been, and subject to the entry of the UPA Consummation Approval Order, the Confirmation Order, and the corresponding Recognition Orders, each other Transaction Agreement will be, duly executed and delivered by the Company and each of the other Debtors party thereto.

(b) Upon entry of the UPA Approval Order and, with respect to property in Canada, the corresponding Recognition Order, and assuming due and valid execution and delivery hereof by the Plan Sponsors, the UPA Approval Obligations will constitute the valid and legally binding obligations of the Company and, to the extent applicable, the other Debtors, enforceable against the Company and, to the extent applicable, the other Debtors, in accordance with their respective terms.

(c) Upon entry of the UPA Consummation Approval Order and, with respect to property in Canada, the corresponding Recognition Order, and assuming due and valid execution and delivery of this Agreement and the other Transaction Agreements by the Plan Sponsors, each of the obligations hereunder (with respect to the Debtors only, and other than the UPA Approval Obligations, which are the subject of Section 4.3(b)) and thereunder will constitute the valid and legally binding obligations of the Company and, to the extent the other Debtors are party to the other Transaction Agreements, the other Debtors, enforceable against the Company and, to the extent the other Debtors are party to the other Transaction Agreements, the other Debtors, in accordance with their respective terms.

Section 4.4 Authorized and Issued Units.

(a) Subject to entry of the Confirmation Order and the corresponding Recognition Order and assuming satisfaction of the conditions to Closing set forth in ARTICLE VII, as of the Closing, (i) the membership interests of Reorganized Holdings will consist of one class of New Common Equity, (ii) the outstanding membership interests of Reorganized Holdings as of Closing will consist of 1,000,000 issued and outstanding units of New Common Equity, (iii) no units of New Common Equity will be held by Reorganized Holdings in its treasury, (iv) 100,000 units of New Common Equity will be reserved for issuance upon exercise of options and other rights to purchase or acquire units of New Common Equity granted in connection with the MEIP, (v) 70,213 units of New Common Equity will be reserved for issuance upon exercise of, and subject to adjustment pursuant to the terms of, the Warrants as provided under the Plan and (vi) no warrants to purchase units of New Common Equity will be issued and outstanding other than the Warrants as provided under the Plan.

(b) Neither the Company nor any of its Subsidiaries owns or holds the right to acquire any stock, partnership interest or joint venture interest or other equity ownership interest in any other Person.

(c) Subject to entry of the Confirmation Order and the corresponding Recognition Order and assuming satisfaction of the conditions to Closing set forth in ARTICLE VII, except as set forth in this Section 4.4, as of the Closing, no units of membership interests or other equity securities or voting interest in Reorganized Holdings will have been issued, reserved for issuance or outstanding.

(d) Subject to entry of the Confirmation Order and the corresponding Recognition Order and assuming satisfaction of the conditions to Closing set forth in ARTICLE VII, except as described in this Section 4.4 and except as set forth in the Reorganized Holdings Corporate Documents, as of the Closing, neither Reorganized Holdings nor any of its Subsidiaries will be party to or otherwise bound by or subject to any outstanding option, warrant, call, right, security, commitment, Contract, arrangement or undertaking (including any preemptive right) that (i) obligates Reorganized Holdings or any of its Subsidiaries to issue, deliver, sell or transfer, or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred, or repurchased, redeemed or otherwise acquired, any units of the membership interests of, or other equity or voting interests in, Reorganized Holdings or any of its Subsidiaries or any security convertible or exercisable for or exchangeable into any membership interests of, or other equity or voting interest in, Reorganized Holdings or any of its Subsidiaries, (ii) obligates Reorganized Holdings or any of its Subsidiaries to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking, (iii) restricts the Transfer of any units of membership interests of Reorganized Holdings or any of its Subsidiaries or (iv) relates to the voting of any units of membership interests of Reorganized Holdings.

Section 4.5 Issuance. The units of New Common Equity to be issued pursuant to the Plan, including the units of New Common Equity to be issued pursuant to the terms of this Agreement and pursuant to the Additional Capital Commitment, will, when issued and delivered on the Closing Date with respect to the Emergence Equity Units and on the closing date of the Additional Capital Commitment in accordance with and against delivery of the consideration therefor pursuant to the Plan and this Agreement and the other Transaction Agreements, be duly and validly authorized, issued and delivered and shall be fully paid, and free and clear of any and all Taxes, Liens (other than Transfer restrictions imposed hereunder or under the Reorganized Holdings Corporate Documents or by applicable Law), preemptive rights, subscription and similar rights, other than any rights set forth in the Reorganized Holdings Corporate Documents.

Section 4.6 No Conflict. Assuming the consents described in clauses (a) through (e) of Section 4.7 are obtained, the execution and delivery by the Company and, if applicable, its Subsidiaries of this Agreement, the Plan and the other Transaction Agreements, the compliance by the Company and, if applicable, its Subsidiaries with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein will not (a) materially conflict with, or result in a material breach, modification or violation of, any of the terms or provisions of, or constitute a material default under (with or without notice or lapse of time, or both), or result, except to the extent specified in the Plan, in the acceleration of, or the creation of any Lien under, or cause any material payment or consent to be required under any Contract to which the Company or any of its Subsidiaries will be bound as of the Closing Date after giving effect to the Plan or to which any of the property or assets of the Company or any of its Subsidiaries will be subject as of the Closing Date after giving effect to the Plan, (b) result in any violation of the provisions of the Reorganized Holdings Corporate Documents or any of the organization documents of any of the Company's Subsidiaries or (c) result in any violation of any Law or Order applicable to the Company or any of its Subsidiaries or any of their properties, except, in each of the cases described in clauses (a) or (c), for any conflict, breach, violation, default, acceleration or Lien which would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact the Company's performance of its obligations under this Agreement.

Section 4.7 Consents and Approvals. No consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over the Company or any of its Subsidiaries or any of their properties is required for the execution and delivery by the Company and, to the extent relevant, its Subsidiaries of this Agreement, the Plan and the other Transaction Agreements, the compliance by the Company and, to the extent relevant, its Subsidiaries with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein, except for (a) the entry of the UPA Approval Order authorizing the Company to execute and deliver this Agreement and perform the UPA Approval Obligations, (b) the entry of the UPA Consummation Approval Order authorizing the Company to perform each of its other obligations hereunder, (c) the entry of the Confirmation Order, (d) the entry of the applicable Recognition Orders with respect to the Orders described in the foregoing clauses (a), (b) and (c) of this Section 4.7, and (e) such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or "Blue Sky" Laws or Antitrust Laws in connection with the issuance of the Emergence Equity Units and the Additional Capital Commitment Units pursuant to the exercise of the Subscription Rights, except any consent, approval, authorization, order, registration or qualification which, if not made or obtained, would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact the Company's performance of its obligations under this Agreement or any Debtor's operation of the business or current or currently proposed use, occupancy or operation of any Debtor's assets or properties.

Section 4.8 Arm's-Length. The Company acknowledges and agrees that (a) each of the Plan Sponsors is acting solely in the capacity of an arm's-length contractual counterparty to the Company with respect to the transactions contemplated hereby and not as a financial advisor or a fiduciary to, or an agent of, the Company or any of its Subsidiaries and (b) no Plan Sponsor is advising the Company or any of its Subsidiaries as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction.

Section 4.9 Financial Statements. The audited consolidated balance sheets of the Company as at December 31, 2015 (the "***Latest Balance Sheet Date***") and the related consolidated statements of operations and of cash flows for the fiscal year ended on such dates, reported on by and accompanied by an unqualified report from BDO USA LLP, (collectively, the "***Financial Statements***"), present fairly, in all material respects, the consolidated financial condition of the Company as at such dates, and the consolidated results of its operations and its consolidated cash flows for the respective

fiscal period or quarter, as the case may be, then ended. All such Financial Statements, including the related schedules and notes thereto, have been prepared in accordance with U.S. generally accepted accounting principles ("***GAAP***") applied consistently throughout the periods involved (except as disclosed therein and, in the case of unaudited Financial Statements, except for the absence of footnote disclosures and year-end adjustments). The Company and its Subsidiaries do not have any material Liabilities required to be disclosed in a balance sheet prepared in accordance with GAAP that are unimpaired pursuant to the Plan, except (a) those that are reflected or reserved against in the Financial Statements as of the Latest Balance Sheet Date, (b) those that have been incurred in the ordinary course of business consistent with past practice since the Latest Balance Sheet Date or pursuant to the DIP Loan or under the Prepetition Debt Documents or (c) those that are set forth in the Debtors schedules of assets and liabilities and statements of financial affairs filed with the Bankruptcy Court.

Section 4.10 Company SEC Documents and Disclosure Statement. Except as set forth in the Company SEC Documents filed since December 31, 2014 but prior to the date hereof, from December 31, 2014 to the Petition Date, the Company has filed all reports, schedules, forms and statements required to be filed with the SEC under the Securities Act or the Exchange Act. As of their respective dates, and giving effect to any amendments or supplements thereto filed since December 31, 2014 and prior to the Petition Date, each of the Company SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act applicable to such Company SEC Documents. From December 31, 2014 to the Petition Date, the Company has filed with the SEC (or incorporated by reference to an earlier filing) all "material contracts" (as such term is defined in Item 601(b)(10) of Regulation S-K under the Exchange Act) that were required to be filed as exhibits to the Company SEC Documents during such period. No Company SEC Document filed since December 31, 2014 and prior to the Petition Date, as of their respective dates and after giving effect to any amendments or supplements thereto and to any subsequently filed Company SEC Documents, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The representation in the preceding sentence does not apply to any projections, forecasts, estimates and forward looking information included in the Company SEC Documents. Disclosure Statement as approved by the Bankruptcy Court will conform in all material respects with Section 1125 of the Bankruptcy Code.

Section 4.11 Absence of Certain Changes. Since the date of the Latest Balance Sheet, (a) there has been no Material Adverse Effect and (b) neither the Company nor any of its Subsidiaries have undertaken any of the actions that would require the consent of the Requisite Plan Sponsors pursuant to Section 6.3(b) of this Agreement if undertaken after the date hereof, except to the extent such actions are disclosed in items 1.01, 1.02, 2.03, 2.04, 4.01 or 5.02 of the Forms 8-K filed by the Company since the date of the Latest Balance Sheet but prior to the date hereof.

Section 4.12 No Violation; Compliance with Laws. (i) The Company is not in violation of its articles of incorporation or bylaws, and (ii) no Subsidiary of the Company is in violation of its respective articles of incorporation or bylaws or similar organizational document in any material respect. Neither the Company nor any of its Subsidiaries is or has been at any time since December 31, 2014 in violation of any Law or Order, except as would not reasonably be expected to be material, or result in material liability, to the Company and its Subsidiaries taken as a whole. There is and since December 31, 2014 has been no failure on the part of the Company to comply in all material respects with the Sarbanes-Oxley Act of 2002.

Section 4.13 Legal Proceedings. Other than the Chapter 11 Proceedings, the Recognition Proceedings and any adversary proceedings or contested motions commenced in connection therewith, there are no material legal, governmental, administrative, judicial or regulatory investigations,

audits, actions, suits, claims, arbitrations, demands, demand letters, claims, notices of noncompliance or violations, or proceedings ("***Legal Proceedings***") pending or threatened to which the Company or any of its Subsidiaries is a party or to which any property of the Company or any of its Subsidiaries is the subject which in any manner draws into question the validity or enforceability of this Agreement, the Plan or the Transaction Agreements.

Section 4.14 Labor Relations.

(a) Neither the Company nor any of its Subsidiaries is engaged in any unfair labor practice and there is (i) no unfair labor practice complaint pending against the Company or any of its Subsidiaries or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries before any Governmental Entity (ii) no grievance or arbitration proceeding pending against the Company or any of its Subsidiaries or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries and (iii) no strike, labor dispute, slowdown or stoppage pending against the Company or any of its Subsidiaries or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries which, in the case of clauses (i), (ii) and (iii) above, individually or in the aggregate, would reasonably be expected to result in material liability to the Company or any of its Subsidiaries.

(b) Section 4.14(b)(i) of the Company Disclosure Schedule lists all Collective Bargaining Agreements the Company or any of its Subsidiaries is party to or subject to as of the date hereof and the status of any related negotiations, in each case, as of the date hereof. Section 4.14(b)(ii) of the Company Disclosure Schedule lists any jurisdiction in which the employees of the Company or any of its Subsidiaries are represented by an Employee Representative. To the Knowledge of the Company, no organizing activity, or Employee Representatives' certification, petition or election is pending or, to the Knowledge of the Company, threatened with respect to employees of the Company or any of its Subsidiaries. Except as set forth in Section 4.14(b)(iii) of the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries is subject to any obligation (whether pursuant to Law or Contract) to notify, inform and/or consult with, or obtain consent from, any Employee Representative regarding the transactions contemplated by this Agreement prior to entering into this Agreement.

(c) The Company and its Subsidiaries are in compliance, in all material respects, with all Laws respecting employment and employment practices, terms and conditions of employment, collective bargaining, disability, immigration, background checks, health and safety, wages, classification of employees, hours and benefits, non-discrimination and harassment in employment, workers' compensation and the collection and payment of withholding and/or payroll Taxes and similar Taxes. Since December 31, 2014, the Company and each of its Subsidiaries has complied in all material respects with its payment obligations to all employees of the Company and any of its Subsidiaries in respect of all wages, salaries, fees, commissions, bonuses, overtime pay, holiday pay, sick pay, benefits and all other compensation, remuneration and emoluments due and payable to such employees under any Company Plan or any applicable Collective Bargaining Agreement or Law, except, for the avoidance of doubt, for any payments that are not permitted by the Bankruptcy Court, the Bankruptcy Code, the Canadian Court or the CCAA, as applicable.

Section 4.15 Intellectual Property. (a) The Company and its Subsidiaries exclusively own, free and clear of all Liens (except for Permitted Liens), all of their (A) patents and registered Intellectual Property (and all applications therefor) and (B) proprietary unregistered Intellectual Property, in each case, that is material to the businesses of the Company and its Subsidiaries ("***Company Intellectual Property***"), and all of the Company Intellectual Property is subsisting, unexpired, valid and enforceable; (b) the Company and its Subsidiaries own, or have valid rights to use, all of the Intellectual Property used or held for use in, or necessary for the conduct of, the businesses of the Company and its

Subsidiaries as currently conducted; (c) no material Intellectual Property owned by the Company or its Subsidiaries is being infringed, misappropriated or violated ("***Infringed***") by any other Person; (d) the conduct of the businesses of the Company and its Subsidiaries as presently conducted does not Infringe any Intellectual Property of any other Person and during the three (3) years prior to the date hereof, no Person has alleged same in writing, except for allegations that have since been resolved or in connection with the Chapter 11 Proceedings, the Recognition Proceedings and any adversary proceedings or contested motions commenced in connection therewith; (e) the Company and its Subsidiaries take commercially reasonable actions to maintain and protect (1) the confidentiality of their trade secrets and confidential information and (2) the security and substantially continuous operation of their material software, systems, websites and networks (and all data therein) and (f) the Company and its Subsidiaries are in compliance with all Applicable Privacy Laws, except in the case of clauses (b) through (f), as would not reasonably be expected to result in material liability to the Company or any of its Subsidiaries taken as a whole.

Section 4.16 Title to Real and Personal Property.

(a) Real Property. The Company or one of its Subsidiaries, as the case may be, has good and valid title in fee simple to each material Owned Real Property, free and clear of all Liens, except for (i) Liens that are described in (A) the Company SEC Documents filed since December 31, 2014 but prior to the date hereof, (B) the Plan or (C) the Disclosure Statement, or (ii) Permitted Liens.

(b) Leased Real Property. Subject to entry of the Confirmation Order and the corresponding Recognition Order and assumption of the same by the applicable Debtor in accordance with applicable Law (including satisfaction of any applicable cure amounts), all material Real Property Leases necessary for the operation of the business are valid, binding and enforceable by and against the Company or its relevant Subsidiary, and, to the Knowledge of the Company, the other parties thereto, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general principles of equity whether applied in a court of law or a court of equity, and no written notice to terminate, in whole or part, any of such leases has been delivered to the Company or any of its Subsidiaries (nor, to the Knowledge of the Company, has there been any indication that any such notice of termination will be served), except for any motions, notice or objections, to the assumption or rejection of any Real Property Lease or otherwise, in the Chapter 11 Proceedings. Other than as a result of the filing of the Chapter 11 Proceedings or the Recognition Proceedings, neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any other party to any material Real Property Lease necessary for the operation of the business is in material default or breach under the terms thereof.

(c) Personal Property. The Company or one of its Subsidiaries has good title or, in the case of leased assets, a valid leasehold interest, to all of the material tangible personal property and assets reflected on the balance sheet included in the Financial Statements as of the Latest Balance Sheet Date, free and clear of all Liens, except for (i) Liens that are described in (A) the Company SEC Documents filed since December 31, 2014 but prior to the date hereof, (B) the Plan or (C) the Disclosure Statement or (ii) Permitted Liens.

Section 4.17 No Undisclosed Relationships. No relationship, direct or indirect, exists between or among the Company or any of its Subsidiaries, on the one hand, and any Related Party, customers or suppliers of the Company or any of its Subsidiaries, on the other hand, that is required by the Exchange Act to be described in the Company SEC Documents and that are not so described in the Company SEC Documents filed since December 31, 2014 but prior to the date hereof, except for the transactions contemplated by this Agreement, the Plan or the other Transaction Agreements.

Section 4.18 Licenses and Permits. The Company and its Subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate Governmental Entities that are necessary for or material to the ownership or lease of their respective properties and the conduct of the business, in each case, except as would not reasonably be expected to be material to the Company or its Subsidiaries, individually or taken as a whole. Neither the Company nor any of its Subsidiaries (i) has received notice of any revocation or modification of any such license, certificate, permit or authorization or (ii) has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course, except as would not reasonably be expected to be material to the Company or its Subsidiaries, individually or taken as a whole.

Section 4.19 Environmental.

(a) (i) Each of the Company and its Subsidiaries, and each of their facilities, businesses, assets, properties and leaseholds is, and at all times during the past five (5) years has been, in compliance with all applicable Environmental Laws, and (ii) none of the Company, its Subsidiaries, or any of their facilities, businesses, assets, properties or leaseholds, (A) is, or at any time during the past five (5) years has been, liable for any penalties, fines, or forfeitures for failure to comply with any applicable Environmental Laws or (B) is subject to any outstanding citations, notices or Orders of non-compliance with respect to any applicable Environmental Laws, in each case of (i) and (ii), except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(b) (i) All licenses, filings, permits, registrations or approvals of Governmental Entities required for the business of the Company and each of its Subsidiaries under any Environmental Law (collectively, "***Permits***") (A) have been secured and are in the possession of the Company and each of its Subsidiaries, as applicable, and (B) are currently in full force and effect, and (ii) each of the Company and each of its Subsidiaries is in compliance therewith, in each case of (i) and (ii), except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(c) The Company and each of its Subsidiaries have obtained all financial assurances required for the business of the Company and each of its Subsidiaries in the amounts and forms required pursuant to applicable Environmental Law or by a Governmental Entity, except as would not reasonably be expected, individually or in the aggregate, to materially and adversely impact any Debtor's operation of the business or current or currently proposed use, occupancy or operation of any Debtor's assets or properties.

(d) There has been no generation, manufacture, use, storage, treatment or release of Hazardous Materials by the Company or any of its Subsidiaries or on any property currently or, to the Knowledge of the Company, formerly owned or leased by the Company or any of its Subsidiaries, except such generation, manufacturing, use, storage, treatment or release that would not be reasonably expected to give rise to or result in any material liability to the Company or any of its Subsidiaries.

(e) (i) There are no visible signs of releases, spills, discharges, leaks or disposals of Hazardous Materials at, upon, or within any Owned Real Property or any premises leased by the Company or any of its Subsidiaries; (ii) neither the Owned Real Property nor any premises leased by the Company or any of its Subsidiaries, has ever been used by the Company, any of its Subsidiaries, or, to the Knowledge of the Company, any other Person as a RCRA Subpart C treatment or disposal facility of any Hazardous Waste; and (iii) no Hazardous Wastes are present on the Owned Real Property or any premises

lease by the Company or any of its Subsidiaries, in each case of (i), (ii) and (iii), except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(f) There are no Environmental Claims pending or, to the Knowledge of the Company, threatened against, or that have been brought by, the Company or any of its Subsidiaries, and within the past five (5) years there have not been any such Environmental Claims, in each case, except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. There are no facts, circumstances, conditions or occurrences on any asset, property, business, leasehold or facility currently or formerly owned or operated by the Company or any of its Subsidiaries that is reasonably likely (i) to form the basis of an Environmental Claim against the Company, any of its Subsidiaries or any asset, property, business, leasehold or facility owned or operated by the Company or any of its Subsidiaries, or (ii) to cause such assets, properties, businesses, leaseholds or facilities to be subject to any restrictions on its ownership, occupancy, use or transferability under any Environmental Law, in each case of (i) and (ii), except as would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

Section 4.20 Tax Returns and Payments; Withholding. Each of the Company and each of its Subsidiaries has timely filed all returns, statements, forms and reports for or relating to Taxes with respect to the income, or material Taxes with respect to properties or operations, in each case, of the Company and/or any of its Subsidiaries (the "***Returns***"). The Returns accurately reflect in all material respects all liability for Taxes of the Company and its Subsidiaries for the periods covered thereby. The Company and each of its Subsidiaries have at all times paid, all material Taxes payable by them. There is no Legal Proceeding now pending or, to the Knowledge of the Company, threatened by any authority regarding any Taxes relating to the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries has entered into a Contract or waiver or been requested to enter into a Contract or waiver extending any statute of limitations relating to the payment or collection of Taxes of the Company or any of its Subsidiaries, or is aware of any circumstances that would cause the taxable years or other taxable periods of the Company or any of its Subsidiaries not to be subject to the normally applicable statute of limitations. During the past seven (7) years, the Company and each of its Subsidiaries has complied in all material respects with all applicable Laws relating to the payment and withholding of Taxes (including withholding and reporting requirements under Code Sections 1441 through 1464, 3401 through 3406, 6041 and 6049 and similar provisions under any other Laws) and each has, within the time and in the manner prescribed by law, paid over to the proper Governmental Entities all required amounts with respect to Taxes, except, for the avoidance of doubt, for any payments that are not permitted by the Bankruptcy Court, the Bankruptcy Code, the Canadian Court or the CCAA, as applicable. Neither the Company nor any Subsidiary of the Company is a United States real property holding corporation or "USRPHC" for U.S. federal income tax purposes, including within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

Section 4.21 Compliance with ERISA.

(a) Section 4.21(a) of the Company Disclosure Schedule sets forth each material Company Plan. Each Company Plan, other than any Multiemployer Plan (and each related trust, insurance Contract or fund), is in material compliance with its terms and with all applicable Laws, including ERISA and the Code. Each Company Plan, other than any Multiemployer Plan (and each related trust, if any), which is intended to be qualified under Section 401(a) of the Code has received a determination letter from the IRS to the effect that it meets the requirements of Sections 401(a) and 501(a) of the Code; no ERISA Event has occurred or is reasonably expected to occur; no ERISA Plan has an Unfunded Current Liability in an amount that exceeds $1,000,000 with respect to any single ERISA Plan and that exceeds $1,500,000 with respect to all ERISA Plans in the aggregate; all contributions required to be made with respect to a Company Plan have been or will be timely made

(except as disclosed on Section 4.21(a) of the Company Disclosure Schedule); using actuarial assumptions and computation methods consistent with Part 1 of subtitle E of Title IV of ERISA, the Company and its Subsidiaries and ERISA Affiliates would have no material liabilities to any Multiemployer Plans in the event of a complete withdrawal therefrom; each group health plan (as defined in Section 607(1) of ERISA or Section 4980B(g)(2) of the Code) that covers or has covered employees or former employees of the Company, any of its Subsidiaries, or any ERISA Affiliate has at all times during the past three years been operated in material compliance with the provisions of Part 6 of subtitle B of Title I of ERISA and Section 4980B of the Code. The Company and its Subsidiaries do not maintain or have any Liability with respect to any employee welfare plan (as defined in Section 3(1) of ERISA) which provides benefits to retired employees or other former employees (other than as required by Section 601 of ERISA).

(b) Each Foreign Company Plan (and each related trust, insurance Contract or fund), if any, is, and has been maintained and funded, in material compliance with its terms and with the requirements of any and all applicable Laws and Orders, including the PBA and the ITA, and has been maintained, where required, in good standing with applicable Governmental Entities. All material contributions required to be made with respect to a Foreign Pension Plan have been or will be timely made. Neither the Company nor any of its Subsidiaries has incurred any material obligation in connection with the termination of or withdrawal from any Foreign Pension Plan. Neither the Company nor any of its Subsidiaries maintains or contributes to any Foreign Pension Plan the obligations with respect to which would in the aggregate reasonably be expected to have a Material Adverse Effect.

Section 4.22 Disclosure Controls and Procedures. Based upon the most recent evaluation by the Chief Executive Officer and Chief Financial Officer of the Company of the Company's internal control over financial reporting, there are no (a) significant deficiencies or material weaknesses in the design or operation of the Company's internal control over financial reporting which are reasonably likely to adversely affect its ability to record, process, summarize and report financial data or (b) fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Section 4.23 Material Contracts. Section 4.23 of the Company Disclosure Schedule sets forth Material Contracts to which the Company or any of its Subsidiaries is a party as of the date hereof. Subject to entry of the Confirmation Order and the corresponding Recognition Order and assumption of the same by the applicable Debtor in accordance with applicable Law (including satisfaction of any applicable cure amounts), all Material Contracts are valid, binding and enforceable by and against the Company or its relevant Subsidiary, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general principles of equity whether applied in a court of law or a court of equity, and no written notice to terminate, in whole or part, any Material Contract has been delivered to the Company or any of its Subsidiaries, except for any motions, notices or objections in connection with the Chapter 11 Proceedings. Other than as a result of the filing of the Chapter 11 Proceedings or the Recognition Proceedings, neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any other party to any Material Contract, is in material default or breach under the terms thereof. The Company has provided or made available to the Plan Sponsors true, correct and complete copies of each Material Contract as of the date hereof. For purposes of this Agreement, "***Material Contract***" means any Contract to which the Company or any of its Subsidiaries is a party that is material to the conduct and operations of the business of the Company and its Subsidiaries, taken as a whole.

Section 4.24 No Unlawful Payments. Neither the Company nor any of its Subsidiaries nor any of their respective directors, officers or employees nor, to the Knowledge of the Company, any other Representative acting on behalf of the Company or any of its Subsidiaries, has in any material

respect: (a) used any funds of the Company or any of its Subsidiaries for any unlawful contribution, gift, entertainment or other unlawful expense, in each case, relating to political activity; (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (c) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977; or (d) made any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment.

Section 4.25 Compliance with Money Laundering Laws. The operations of the Company and its Subsidiaries are and have been at all times conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, the money laundering statutes of all jurisdictions (and the rules and regulations promulgated thereunder) to which the Debtors are subject and any related or similar applicable Laws (collectively, the "***Money Laundering Laws***") and no material Legal Proceeding by or before any Governmental Entity or any arbitrator involving the Company or any of its Subsidiaries with respect to Money Laundering Laws is pending or, to the Knowledge of the Company, threatened.

Section 4.26 Compliance with Sanctions Laws. Neither the Company nor any of its Subsidiaries nor any of their respective directors, officers or employees nor, to the Knowledge of the Company, any agent or other Person acting on behalf of the Company or any of its Subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department. The Company will not directly or indirectly use the proceeds from this Agreement (including the Emergence Equity Purchase, the Additional Capital Commitment or the sale of the Additional Capital Commitment Units), or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, for the purpose of financing the activities of any Person that, to the Knowledge of the Company, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department.

Section 4.27 No Broker's Fees. Neither the Company nor any of its Subsidiaries is a party to any Contract with any Person (other than this Agreement) that would give rise to a valid claim against the Plan Sponsors for a brokerage commission, finder's fee or like payment in connection with the Emergence Equity Purchase, the Additional Capital Commitment or the sale of the Emergence Equity Units or the Additional Capital Commitment Units or the transactions contemplated hereby or thereby.

Section 4.28 Takeover Statutes. Subject to entry of the UPA Consummation Approval Order, the Confirmation Order, and the corresponding Recognition Orders, no Takeover Statute is applicable to this Agreement, the Emergence Equity Purchase and the other transactions contemplated by this Agreement.

Section 4.29 Investment Company Act. None of the Company or any of its Subsidiaries is an "investment company" or, to the Knowledge of the Company, an "affiliated person" of, or a "promoter" or "principal underwriter" for or a company "controlled" by an "investment company" required to be registered as such under the Investment Company Act of 1940 and neither the entry into of this Agreement, the Plan or the Transaction Agreements, nor the application of the proceeds nor the consummation of the other transactions contemplated hereby or thereby, will violate any provision of such act or any rule, regulation or order of the SEC thereunder.

Section 4.30 Insurance. The Company and its Subsidiaries have insured their properties and assets against such risks and in such amounts as are customary for companies engaged in similar businesses. All premiums due and payable in respect of material insurance policies maintained by the Company and its Subsidiaries have been paid. The Company reasonably believes that the insurance maintained by or on behalf of the Company and its Subsidiaries is adequate in all material respects. As of the date hereof, to the Knowledge of the Company, neither the Company nor any of its Subsidiaries has

received notice from any insurer or agent of such insurer with respect to any material insurance policies of the Company and its Subsidiaries of cancellation or termination of such policies, other than such notices which are received in the ordinary course of business or for policies that have expired in accordance with their terms.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE PLAN SPONSORS

Each Plan Sponsor represents and warrants as to itself only and not any other Plan Sponsor (unless otherwise set forth herein, as of the date hereof and as of the Closing Date) as set forth below.

Section 5.1 Incorporation. Such Plan Sponsor is a legal entity duly organized, validly existing and, if applicable, in good standing (or the equivalent thereof) under the Laws of its jurisdiction of incorporation or formation.

Section 5.2 Corporate Power and Authority. Such Plan Sponsor has the requisite power and authority (corporate or otherwise) to enter into, execute and deliver this Agreement and each other Transaction Agreement to which such Plan Sponsor is a party and to perform its obligations hereunder and thereunder and has taken all necessary action (corporate or otherwise) required for the due authorization, execution, delivery and performance by it of this Agreement and the other Transaction Agreements to which such Plan Sponsor is a party and the consummation of the transactions contemplated hereby and thereby.

Section 5.3 Execution and Delivery. This Agreement and each other Transaction Agreement to which such Plan Sponsor is a party (a) has been, or prior to its execution and delivery will be, duly and validly executed and delivered by such Plan Sponsor and (b) assuming due and valid execution and delivery hereof and thereof by the Company and the other Debtors (as applicable), does, or upon its execution by such Plan Sponsor will, constitute valid and legally binding obligations of such Plan Sponsor, enforceable against such Plan Sponsor in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general principles of equity whether applied in a court of law or a court of equity.

Section 5.4 No Conflict. The execution and delivery by such Plan Sponsor of this Agreement and, to the extent applicable, the other Transaction Agreements, the compliance by such Plan Sponsor with all of the provisions hereof and thereof and the consummation of the transactions contemplated herein and therein (a) will not conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result in the acceleration of, or the creation of any Lien under, or cause any payment or consent to be required under, any Contract to which such Plan Sponsor is a party or by which such Plan Sponsor is bound or to which any of the properties or assets of such Plan Sponsor are subject, (b) will not result in any violation of the provisions of the certificate of incorporation or bylaws (or comparable constituent documents) of such Plan Sponsor and (c) will not result in any material violation of any Law or Order applicable to such Plan Sponsor or any of its properties, except, in each of the cases described in clauses (a) or (c), for any conflict, breach, violation, default, acceleration or Lien which would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact such Plan Sponsor's performance of its obligations under this Agreement.

Section 5.5 Consents and Approvals. No consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over such Plan Sponsor or any of its properties is required for the execution and delivery by such Plan Sponsor of this Agreement and, to the extent applicable, the Transaction Agreements, the compliance by such Plan Sponsor with all of the provisions hereof and thereof and the consummation of the transactions (including the purchase by each Plan Sponsor of its Emergence Equity Units, if any) contemplated herein and therein, except any consent, approval, authorization, order, registration or qualification which, if not made or obtained, would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact such Plan Sponsor's performance of its obligations under this Agreement.

Section 5.6 Legal Proceedings. There is no pending, outstanding or, to the knowledge of such Plan Sponsor, threatened Legal Proceedings against such Plan Sponsor that challenge any of the transactions contemplated by the Transaction Agreements or that, if adversely determined, would reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact such Plan Sponsor's performance of its obligations under this Agreement

Section 5.7 No Registration. Such Plan Sponsor acknowledges that the Emergence Equity Units and the Additional Capital Commitment Units have not been registered and will not be registered pursuant to the Securities Act and cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available. Such Plan Sponsor understands that the Emergence Equity Units and the Additional Capital Commitment Units are being offered and sold in reliance upon a specific exemption from the registration provisions of the Securities Act, the availability of which depends on, among other things, the *bona fide* nature of the investment intent and the accuracy of such Plan Sponsor's representations as expressed herein or otherwise made pursuant hereto.

Section 5.8 Purchasing Intent. Such Plan Sponsor is acquiring the Emergence Equity Units and the Additional Capital Commitment Units for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof not in compliance with applicable securities Laws, and such Plan Sponsor has no present intention of selling, granting any participation in, or otherwise distributing the same, except in compliance with applicable securities Laws.

Section 5.9 Sophistication; Investigation. Such Plan Sponsor has such knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of its investment in the Emergence Equity Units and the Additional Capital Commitment Units being acquired hereunder. Such Plan Sponsor is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act and a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act. Such Plan Sponsor understands and is able to bear any economic risks associated with such investment (including the necessity of holding the Emergence Equity Units and the Additional Capital Commitment Units for an indefinite period of time). Such Plan Sponsor has conducted and relied on its own independent investigation of, and judgment with respect to, the Company and its Subsidiaries and the advice of its own legal, tax, economic, and other advisors. Such Plan Sponsor has considered the suitability of the Emergence Equity Units and the Additional Capital Commitment Units as an investment in light of its own circumstances and financial condition. Such Plan Sponsor agrees to furnish any additional information reasonably requested by the Company or any of its Affiliates, to the extent necessary to assure compliance with applicable securities Laws in connection with such Plan Sponsor's purchase of the Emergence Equity Units and the Additional Capital Commitment Units hereunder.

Section 5.10 No Broker's Fees. Such Plan Sponsor is not a party to any Contract with any Person (other than this Agreement) that would give rise to a valid claim against the Company, for a brokerage commission, finder's fee or like payment in connection with the Emergence Equity Units or the

Additional Capital Commitment Units, or the Plan or any other transaction contemplated by the Transaction Agreements.

Section 5.11 Arm's-Length. Such Plan Sponsor acknowledges and agrees that (a) each of the Debtors is acting solely in the capacity of an arm's-length contractual counterparty to the Plan Sponsors with respect to the transactions contemplated hereby (including in connection with determining the terms of the Emergence Equity Purchase and the Additional Capital Commitment) and not as a financial advisor or a fiduciary to, or an agent of, such Plan Sponsor or any of its Affiliates and (b) the Company is not advising such Plan Sponsor or any of its Affiliates as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction.

Section 5.12 Financial Capability. Such Plan Sponsor will have at the Closing, sufficient immediately available funds to pay the aggregate Purchase Price for all Emergence Equity Units to be purchased by such Plan Sponsor hereunder and to make all other payments required to be made by such Plan Sponsor under this Agreement and the transactions contemplated hereby and to otherwise consummate the transactions contemplated hereby in accordance with the terms hereof.

Section 5.13 Votable Claims and Additional Claims.

(a) As of the date hereof, such Plan Sponsor is the beneficial owner of, or the investment advisor or manager for the beneficial owner of, the aggregate principal amount of (i) Votable Claims as set forth opposite such Plan Sponsor's name under the column titled "Votable Claims" on Schedule 3-A attached hereto and (ii) Additional Claims as set forth opposite such Plan Sponsor's name on Schedule 3-B attached hereto.

(b) As of the date hereof, such Plan Sponsor (together with its applicable Affiliates) has the full power to vote, dispose of and compromise the aggregate principal amount of such Votable Claims and such Additional Claims.

(c) Other than this Agreement, such Plan Sponsor has not entered into any other agreement to Transfer, in whole or in part, any portion of its right, title or interest in such Votable Claims or such Additional Claims, in each case, where such Transfer, if consummated, would result in such Plan Sponsor not complying with the terms of this Agreement.

ARTICLE VI

ADDITIONAL COVENANTS

Section 6.1 Restructuring Support Obligations.

(a) From the date hereof until the earlier of the Termination Date and the Closing Date (the "***Pre-Closing Period***"), each of the Debtors shall negotiate in good faith with the Plan Sponsors any and all documents, agreements, certificates and instruments to be executed, filed, or entered into in connection with or pursuant to this Agreement, the Plan, the Disclosure Statement, the Chapter 11 Proceedings or the Recognition Proceedings (the "***Plan-Related Documents***"), including:

(i) the materials related to the solicitation of votes for the Plan pursuant to sections 1125, 1126 and 1145 of the Bankruptcy Code (the "***Solicitation***");

(ii) the UPA Approval Order, Plan Solicitation Order, Confirmation Order, UPA Consummation Approval Order, any corresponding Recognition Order and any other Orders

in connection with or pursuant to this Agreement, the Plan, the Disclosure Statement, the Chapter 11 Proceedings or the Recognition Proceedings;

(iii) any briefs, pleadings, motions, appendices, amendments, modifications, supplements, exhibits and schedules relating to this Agreement, the Plan, the Disclosure Statement, the Chapter 11 Proceedings or the Recognition Proceedings;

(iv) the BBVA Note Documents and their respective terms;

(v) any settlement agreement with respect to the holders of allowed General Unsecured Claims, excluding any Zochem General Unsecured Claims, and its respective terms, including any and all documentation with respect thereto;

(vi) the Reorganized Holdings Corporate Documents and any other organizational and governance documents for the reorganized Debtors, including certificates of incorporation, certificate of formation or certificates of limited partnership (or equivalent organizational documents), bylaws, limited liability company agreements or limited partnership agreements (or equivalent governing documents), identity of proposed members of Reorganized Holdings' and any other Debtor's boards of directors, boards of managers, and general partners and registration rights agreements (collectively, the "***Governance Documents***");

(vii) the Warrant Agreements, the Warrants, and their respective terms;

(viii) a list of Contracts (the "***List of Assumed Contracts***") to be assumed pursuant to Section 365 of the Bankruptcy Code, including the amount necessary to cure any monetary default required to be cured under Section 365(b)(1) of the Bankruptcy Code with respect to such Contracts; and

(ix) such other definitive documentation relating to a recapitalization of the Debtors as is reasonably necessary to consummate the Restructuring;

provided, however, that each of the Plan-Related Documents (A) shall contain the same terms as, and be otherwise consistent with, this Agreement and the Plan, in all respects (in each case, as this Agreement and the Plan may be amended from time to time in accordance with the terms hereof), and (B) to the extent the terms of such Plan-Related Document are not set forth in this Agreement or the Plan, shall be in form and substance mutually satisfactory to the Requisite Plan Sponsors and the Company; *provided, further, however*, that (1) the List of Assumed Contracts shall be in form and substance satisfactory solely to the Requisite Plan Sponsors, in their sole and absolute discretion and (2) the Governance Documents shall be in form and substance satisfactory solely to the Requisite Plan Sponsors, in their sole and absolute discretion, to the extent the terms of such Governance Documents are not set forth in this Agreement or the Plan.

(b) During the Pre-Closing Period, the Company shall provide to Akin Gump Strauss Hauer & Feld LLP, on behalf of the Plan Sponsors, a copy of any Plan-Related Document (together with copies of any briefs, pleadings and motions related thereto) and a reasonable opportunity to review and comment on such Plan-Related Document (together with copies of any briefs, pleadings and motions related thereto) prior to such Plan-Related Documents, briefs, pleadings and motions being filed with the Bankruptcy Court or the Canadian Court (as applicable), including copies of the proposed motion seeking entry of the UPA Approval Order, Plan Solicitation Order, Confirmation Order and UPA Consummation Approval Order and a copy of the proposed Plan Solicitation Order or motion materials seeking any Recognition Orders by the Canadian Court, and a reasonable opportunity to review and comment on such

motions and such Orders prior to such motions and such Orders being filed with the Bankruptcy Court or the Canadian Court, as applicable, and such motions and such Orders must be in form and substance consistent with the terms of this Agreement and the Plan and otherwise mutually satisfactory to the Requisite Plan Sponsors and the Company; *provided, however*, that neither the Company nor the Plan Sponsors are required to provide for review in advance declarations or other evidence submitted in connection with any filing with the Bankruptcy Court. Any amendments, modifications, changes or supplements to, any Plan-Related Documents, including any of the UPA Approval Order, Plan Solicitation Order, Confirmation Order, UPA Consummation Approval Order and any corresponding Recognition Orders, and any of the motions seeking entry of such Orders, shall, in each case, be in form and substance mutually satisfactory to the Requisite Plan Sponsors and the Company.

(c) During the Pre-Closing Period, the Debtors jointly and severally (subject to Section 10.1) each agree to take any and all necessary and appropriate actions, in each case, in accordance with this Agreement and the Plan, to support and further the Restructuring, including taking any and all necessary and appropriate actions to and using its respective reasonable best efforts to:

(i) obtain the entry of the Plan Solicitation Order on or prior to July 11, 2016 and cause the Plan Solicitation Order to become a Final Order (and request that such Order be effective immediately upon entry by the Bankruptcy Court pursuant to a waiver of Rules 3020 and 6004(h) of the Bankruptcy Rules, as applicable), in each case, as soon as reasonably practicable following the filing of the motion seeking entry of such Order;

(ii) obtain a Recognition Order with respect to the Plan Solicitation Order on or prior to July 12, 2016;

(iii) as promptly as practicable following obtaining the Bankruptcy Court's approval described in Section 6.1(c)(i) and the Canadian Court's recognition described in Section 6.1(c)(ii), solicit votes from each holder of Votable Claims, Prepetition BBVA Debt Facility Claims, Prepetition Senior Unsecured Note Claims, Prepetition Convertible Senior Note Claims, and Prepetition BBVA Debt Facility Claims, in conjunction with the distribution of the Disclosure Statement, to accept the Plan;

(iv) obtain the entry of the UPA Approval Order on or prior to August 31, 2016 and cause the UPA Approval Order to become a Final Order (and request that such Order be effective immediately upon entry by the Bankruptcy Court pursuant to a waiver of Rules 3020 and 6004(h) of the Bankruptcy Rules, as applicable), as soon as reasonably practicable following the filing of the motion seeking entry of such Order;

(v) obtain a Recognition Order with respect to the UPA Approval Order Order on or prior to September 2, 2016;

(vi) obtain the entry of the Confirmation Order and UPA Consummation Approval Order on or prior to August 31, 2016 and cause the Confirmation Order and UPA Consummation Approval Order to each become a Final Order (and request that such Orders be effective immediately upon entry by the Bankruptcy Court pursuant to a waiver of Rules 3020 and 6004(h) of the Bankruptcy Rules, as applicable), in each case, as soon as reasonably practicable following the filing of the motion seeking entry of such Orders (for the avoidance of doubt, entry of the UPA Consummation Approval Order will be sought at the Confirmation Hearing);

(vii) obtain Recognition Orders with respect to the Confirmation Order and the UPA Consummation Approval Order on or prior to September 2, 2016;

(viii) obtain any and all required regulatory approvals and third-party approvals for the Restructuring, except where the failure to obtain such approval would not reasonably be expected to materially and adversely impair the consummation of the Restructuring or any Debtor's operation of the business or current or currently proposed use, occupying or operation of any Debtor's assets or properties;

(ix) subject to Section 6.13(a), not, directly or indirectly, propose, support, solicit, encourage, or participate in the formulation of any plan of reorganization or liquidation in the Chapter 11 Proceedings or otherwise other than in accordance with and in furtherance of the Plan;

(x) subject to Section 6.13(a), not file or amend any Plan-Related Documents or other Transaction Agreements, in each case, except as permitted in the forms pursuant to Section 6.1; and

(xi) consummate and cause the Effective Date to occur on or prior to September 19, 2016 in accordance with the terms of this Agreement and the Plan.

(d) Subject to the terms and conditions of this Agreement and the Plan and except as the Requisite Plan Sponsors may expressly release the Company in writing from any of the following obligations (which release may be withheld, conditioned or delayed at each such Requisite Plan Sponsor's sole and absolute discretion) during the Pre-Closing Period, each of the Debtors:

(i) agrees to timely file a formal objection to any motion filed with the Bankruptcy Court by any Person seeking the entry of an order (A) directing the appointment of an examiner or a trustee, (B) converting any Chapter 11 Proceedings to a case under chapter 7 of the Bankruptcy Code or (C) dismissing any of the Chapter 11 Proceedings; and

(ii) agrees to timely file a formal objection to any motion filed with the Canadian Court by any Person seeking to lift the stay in the Recognition Proceedings or to convert the Recognition Proceedings to other proceedings under the CCAA or the BIA.

(e) During the Pre-Closing Period, each of the Debtors shall not, directly or indirectly, do, or permit on their behalf, the following without the consent of the Requisite Plan Sponsors:

(i) any (A) amendment, supplement, modification or waiver of any term, condition or provision under the Plan or any of the other Plan-Related Documents, in whole or in part; (B) public announcement of its intention not to pursue the Restructuring; (C) suspension or revocation of the Restructuring; or (D) execution, filing, or agreement to file any Plan-Related Document (including any modifications or amendments thereof) that, in whole or in part, is not consistent in any respect with this Agreement and the Plan;

(ii) any motion for an order from the Bankruptcy Court or Canadian Court authorizing or directing the assumption or rejection of an executory contract (including, without limitation, any Material Contract, any employment agreement or any employee benefit plan) or unexpired lease, other than in accordance with this Agreement and the Plan;

(iii) any commencement of an avoidance action or other legal proceeding that challenges the validity, enforceability or priority of the DIP Loan Debt Documents or the Prepetition Senior Secured Notes Indenture or the Prepetition Senior Secured Notes, or any Votable Claims or any other Claims held by the Plan Sponsors, except, in all cases, to the extent expressly permitted by the DIP Loan Debt Documents;

(iv) any entry into any settlement, compromise or agreement with any authorized representative of retirees or employees or a retiree committee, if any, unless such settlement, compromise or agreement is in form and substance acceptable to the Plan Sponsors; or

(v) any entry into any new agreement, contract or other arrangement, amend, supplement or otherwise modify any existing agreement, contract or other arrangement, effect any transaction or commit to enter into or otherwise effect any of the foregoing, in any such case with any affiliate of the Debtors, in each case, that involves payment of more than $250,000 in the aggregate on an annual basis.

(f) During the Pre-Closing Period, each Plan Sponsor, severally and neither jointly nor jointly and severally, (i) agrees to vote (when solicited to do so after receipt of a Disclosure Statement approved by the Bankruptcy Court and recognized by the Canadian Court and by the applicable deadline for doing so) its Votable Claims and Additional Claims in favor of the Plan (and contemporaneously with such vote, such Plan Sponsor shall not elect or opt out of any releases to be given by such Plan Sponsor in connection with its Votable Claims or Additional Claims pursuant to the terms of the Plan and the Plan-Related Documents); *provided, however*, that such vote (and any corresponding election) may be revoked (and, upon such revocation, deemed void *ab initio*) by such Plan Sponsor at any time following the Termination Date (it being understood by the Parties that any modification of the Plan that results in a termination of this Agreement pursuant to ARTICLE IX shall entitle such a Sponsor Party the opportunity to change its vote in accordance with section 1127(d) of the Bankruptcy Code, and all Plan-Related Documents with respect to the Plan shall be consistent with this proviso); and (ii) shall not object to, or vote any of its Votable Claims or Additional Claims to reject or impede the Plan, support directly or indirectly any such objection or impediment or otherwise take any action or commence any proceeding to oppose or to seek any modification of the Plan or any Plan-Related Documents.

Section 6.2 Reasonable Best Efforts.

(a) Without in any way limiting any other obligation in this Agreement, during the Pre-Closing Period, the Debtors shall use (and shall cause their Subsidiaries and Affiliates to use), reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable in order to consummate and make effective the transactions contemplated by this Agreement and the Plan.

(b) Without in any way limiting any other respective obligation of the Debtors or any Plan Sponsor in this Agreement, during the Pre-Closing Period, the Debtors shall use (and shall cause its Subsidiaries to use), and each Plan Sponsor shall use, reasonable best efforts in:

(i) timely preparing and filing all documentation reasonably necessary to effect all necessary notices, reports and other filings of such Party and to obtain as promptly as practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party or Governmental Entity;

(ii) defending any Legal Proceedings in any way challenging (A) this Agreement, the Plan or any other Transaction Agreement, (B) the UPA Approval Order, Plan Solicitation Order, Confirmation Order, UPA Consummation Approval Order or any corresponding Recognition Orders, or (C) the consummation of the transactions contemplated hereby and thereby, including seeking to have any stay or temporary restraining Order entered by any Governmental Entity vacated or reversed; and

(iii) working together in good faith to finalize the Reorganized Holdings Corporate Documents, Transaction Agreements and all other documents relating thereto for timely inclusion in the Plan and filing with the Bankruptcy Court and the Canadian Court.

(c) Subject to applicable Laws relating to the exchange of information and appropriate assurance of confidential treatment (and any confidentiality agreements heretofore executed among any of the Parties), the Plan Sponsors and the Company shall have the right, during the Pre-Closing Period, to review in advance, and to the extent practicable each will consult with the other on all of the information relating to Plan Sponsors or the Company, respectively, and any of their respective Subsidiaries, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the transactions contemplated by this Agreement or the Plan; *provided, however*, that neither the Company nor the Plan Sponsors are required to provide for review in advance declarations or other evidence submitted in connection with any filing with the Bankruptcy Court.

(d) Nothing contained in this Section 6.2 shall limit the approval rights of the Plan Sponsors, including the approval rights with respect to the Plan-Related Documents provided in Section 6.1. Nothing in this Agreement shall limit the ability of any Plan Sponsor to consult with the Debtors, to appear and be heard, or to file objections, concerning any matter arising in the Chapter 11 Proceedings or the Recognition Proceedings to the extent not inconsistent with this Agreement and the Plan.

Section 6.3 Conduct of Business.

(a) Except (i) as set forth in this Agreement or Section 6.3 of the Company Disclosure Schedule, (ii) as limited or restricted by the DIP Loan Debt Documents, (iii) as ordered by the Bankruptcy Court or prohibited by restrictions or limitations under the Bankruptcy Code on Chapter 11 debtors or (iv) with the prior written consent of Requisite Plan Sponsors, during Pre-Closing Period, each Debtor shall, and shall cause each of its Subsidiaries to carry on its business in the ordinary course in compliance with applicable Laws and use its reasonable best efforts to (A) preserve intact its business, (B) keep available the services of its officers and employees and (C) preserve its material relationships with customers, suppliers, licensors, licensees, distributors and others having business dealings with such Debtor or its Subsidiaries in connection with their business, in each case, in all material respects.

(b) Except (X) as set forth in this Agreement or Section 6.3 of the Company Disclosure Schedule, (Y) as ordered by the Bankruptcy Court or prohibited by restrictions or limitations under the Bankruptcy Code on Chapter 11 debtors or (Z) with the prior written consent of Requisite Plan Sponsors, during Pre-Closing Period, each Debtor shall not, and shall not permit any of its Subsidiaries to, take any of the following actions:

(i) entry into, or any amendment, modification, termination waiver, supplement or other change to, any employment agreement to which the Company or any of its Subsidiaries is a party or any assumption of any such employment agreement in connection with the Chapter 11 Proceedings;

(ii) other than as required by this Agreement or the Plan, any amendment or proposal to amend of its respective certificates or articles of incorporation, bylaws or comparable organizational documents;

(iii) enter into any Contract which would constitute a Material Contract (other than in the ordinary course of business), or violate, amend or otherwise modify or waive (other than in the ordinary course of business) any of the terms of any Material Contract;

(iv) any split, combination or reclassification of any of its respective capital stock, limited liability company interests, partnership interests or other equity, ownership or profits interests, and any options, warrants, conversion privileges or rights of any kind to acquire any capital stock, limited liability company interests, partnership interests or other equity, ownership or profits interests (collectively, "***Equity Interests***"), or any declaration, set aside or payment of any dividend or other distribution payable in cash, stock, property or otherwise with respect to any of their respective Equity Interests;

(v) any redemption, purchase or acquisition or any offer to acquire any of the respective Equity Interests;

(vi) any sale (including, but not limited to, any sale leaseback transaction), lease, mortgage, pledge, grant or incurrence of any encumbrance on, or otherwise transfer of, any properties or asset, including any Equity Interests, other than sales or disposals of properties or assets having an aggregate fair market value with all other sales of the properties and assets not in excess of $250,000 or in the ordinary course of business;

(vii) any purchase, lease or other acquisition (by merger, exchange, consolidation, acquisition of stock or assets or otherwise) of any assets or properties, other than assets or properties having an aggregate fair market value with all other sales of the properties and assets not in excess of $250,000 in the ordinary course of business;

(viii) any (A) purchase or acquisition of any indebtedness, debt securities or equity securities of any Person, or (B) loan or advance to, or investments in, any Person, other than in the ordinary course of business;

(ix) any merger with or into, or consolidation or amalgamation with, any other Person, (in one transaction or a series of transactions and regardless of the survivor or merging party);

(x) any material change in its respective financial or tax accounting methods, except insofar as may be required by GAAP or applicable Law;

(xi) any entry into any commitment or agreement with respect to debtor-in-possession financing, cash collateral and/or exit financing, other than the DIP Loan Debt Documents or any of the other credit facilities contemplated by this Agreement and, in each case, other than in connection with the DIP Loan being, or after the DIP Loan has been, repaid in cash in full in accordance with the terms of the DIP Loan Debt Documents and in accordance with the terms of the Final DIP Order (as defined in the Plan);

(xii) any (A) hiring, after the date hereof, of any officer or employee whose aggregate annual compensation will exceed $100,000, (B) entry into, adoption or amendment of any collective bargaining agreements, works council or similar agreement with any labor union or

labor organization representing employees; or (C) entry into, adoption or amendment of any management compensation or incentive plans, or increase in any manner the compensation or benefits (including severance) of any director, officer or management level employee;

(xiii) any incurrence or assumption or permitting or suffering to exist any Indebtedness, except (A) Indebtedness and guarantees of Indebtedness outstanding on the date hereof, (B) trade payables and operating liabilities arising and incurred in the ordinary course of business consistent with past practices, and (C) as permitted by the DIP Loan Debt Documents;

(xiv) the creation of any liens or security interests in or on any of their respective assets or properties (tangible or intangible), except (A) liens or security interests in existence on the date hereof, and (B) Liens or security interests that secure obligations under the DIP Loan or as otherwise permitted by the DIP Loan Debt Documents;

(xv) any settlement or agreement to settle or compromise any litigation or other action pending or threatened that would require a party to pay an amount in excess of $250,000 or that would reasonably be expected to result in material restrictions upon the business or operations; or

(xvi) any entry into any new agreement, contract or other arrangement; amend, supplement or otherwise modify any existing agreement, contract or other arrangement; effect any transaction; or commit to enter into or otherwise effect any of the foregoing, in each case, with respect to any of the actions contemplated by the foregoing clauses (i) through (xv).

(c) Except as otherwise provided in this Agreement, nothing in this Agreement shall give the Plan Sponsors, directly or indirectly, any right to control or direct the operations of the Company and its Subsidiaries prior to the Closing Date. Prior to the Closing Date, the Company and its Subsidiaries shall exercise, subject to the terms and conditions of this Agreement, complete control and supervision of the business of the Company and its Subsidiaries.

Section 6.4 Access to Information; Confidentiality.

(a) Subject to applicable Law and appropriate assurance of confidential treatment (including Section 6.4(b) and any confidentiality agreements heretofore executed among any of the Parties), upon reasonable notice prior to the Closing Date, the Company shall (and shall cause its Subsidiaries to) afford the Plan Sponsors and their Representatives upon request reasonable access, during normal business hours and without unreasonable disruption or interference with the Company's and its Subsidiaries' business or operations, to the Company's and its Subsidiaries' employees, properties, books, Contracts and records and, prior to the Closing Date, the Company shall (and shall cause its Subsidiaries to) furnish promptly to such parties all reasonable information concerning the Company's and its Subsidiaries' business, properties and personnel as may reasonably be requested by any such party; *provided, however*, that the foregoing shall not require the Company (a) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would cause the Company or any of its Subsidiaries to violate any of their respective obligations with respect to confidentiality to a third party if the Company shall have used its reasonable best efforts to obtain, but failed to obtain, the consent of such third party to such inspection or disclosure, (b) to disclose any legally privileged information of the Company or any of its Subsidiaries, or (c) to violate any applicable Laws; *provided, further, however*, that the Company shall deliver to the Plan Sponsors a schedule setting forth a description of any requested information not provided to the Plan Sponsors pursuant to clauses (a) through (c) above (in each case, to the extent the provision of such description would not itself conflict with the matters contemplated by clauses (a) through (c)). All requests for information and

access made in accordance with this Section 6.4 shall be directed to the Company's Chief Restructuring Officer, Lazard Middle Market LLC or Kirkland &Ellis LLP or such Person as may be designated by the Company's Chief Restructuring Officer, Lazard Middle Market LLC or Kirkland &Ellis LLP.

(b) Each Plan Sponsor acknowledges that, by virtue of its right of access hereunder, such Plan Sponsor may become privy to confidential and other information of the Debtors and any such confidential information shall be held confidential by, and not disclosed or used by, such Plan Sponsor and its Representatives in accordance with, and solely to the extent constituting confidential information (or a similar term) under, such Plan Sponsor's existing confidentiality agreements with any of the Debtors (including the DIP Loan Debt Documents and any applicable Prepetition Debt Documents).

Section 6.5 Transfers and Acquisitions of Claims.

(a) No Plan Sponsor may Transfer any of its Votable Claims or Additional Claims other than (i) to another Plan Sponsor, (ii) to any party that signs a Joinder Agreement, (iii) to any Affiliated Fund or (iv) to an Ultimate Purchaser (in each case, the "***Transferee Plan Sponsor***"); *provided, however*, that the Plan Sponsor (the "***Transferring Plan Sponsor***") Transferring such Claims must also Transfer a *pro rata* portion of its Emergence Equity Purchase to such Transferee Plan Sponsor and such Transferee Plan Sponsor shall agree in writing to be responsible for such Transferred portion of the Emergence Equity Purchase; *provided, further, however*, that no such Transfer shall relieve such Transferring Plan Sponsor of its obligations under this Agreement, in the event that the Transferee Plan Sponsor fails to purchase its applicable Purchase Percentage of the Emergence Equity Units. Any purported Transfer of Votable Claims or Additional Claims not in accordance with this Section 6.5 will be void *ab initio*.

(b) In the event a Plan Sponsor set forth on Schedule 1 as of the date hereof Transfers any of its Votable Claims on or prior to July 22, 2016, to a Plan Sponsor set forth on Schedule 2 as of the date hereof (or any Affiliate or investor or limited partner with respect to such Plan Sponsor or Affiliate) and such Transferring Plan Sponsor was not set forth on Schedule 2 as of the date hereof then each of the Plan Sponsors agrees to reallocate their Purchase Percentages and resulting Emergence Equity Units set forth on Schedule 2 such that their Purchase Percentages and resulting Emergence Equity Units are calculated pro rata (calculated based on the percentage resulting from each Plan Sponsor's (collectively with its Affiliates and any investors or limited partners with respect to such Plan Sponsor or Affiliates) respective Votable Claims divided by the total amount of all Votable Claims of all Plan Sponsors set forth on Schedule 2). Any such reallocation shall not require any consent or approval of any Party.

(c) This Agreement shall in no way be construed to preclude any Plan Sponsor from acquiring additional Claims under the Prepetition Debt Documents, including any Prepetition Macquarie Facility Claims, Prepetition Convertible Senior Note Claims, Votable Claims, Prepetition Senior Unsecured Note Claims, or Prepetition BBVA Facility Claims; *provided, however*, that any such additional Claims shall automatically be deemed to be subject to all of the applicable terms of this Agreement, including Section 6.1. Each Plan Sponsor agrees to provide to counsel for the Debtors notice of the acquisition of any such additional claims within two (2) Business Days of the consummation of the transaction acquiring such additional Claims, in addition to any notices or other documents required under each of the Prepetition Debt Documents and the DIP Loan Debt Documents.

Section 6.6 New Board of Directors. On the Closing Date, the composition of the board of directors of Reorganized Holdings shall be as described in the Plan.

Section 6.7 Reorganized Holdings Corporate Documents. The Plan will provide that, on the Closing Date, Reorganized Holdings and each holder of New Common Equity shall become a party to the New Limited Liability Company Agreement, which New Limited Liability Company Agreement shall be the form attached hereto as Exhibit D and shall be executed by each of the Plan Sponsors. No Plan Sponsor shall be required to execute the signature page to any applicable Reorganized Holdings Corporate Document or similar agreement and any Plan Sponsor who does not execute such applicable Reorganized Holdings Corporate Document or similar agreement shall be automatically deemed to have accepted the terms of such applicable Reorganized Holdings Corporate Document or similar agreement (in their capacity as parties to such applicable Reorganized Holdings Corporate Document or similar agreement, as applicable) and to be parties thereto without further action. Any such applicable Reorganized Holdings Corporate Document or similar agreement shall be adopted on the Effective Date and shall be deemed to be valid, binding and enforceable in accordance with its terms, and each Plan Sponsor shall be bound thereby. The Company shall file the form of New Limited Liability Company Agreement with the Bankruptcy Court as part of the Plan.

Section 6.8 Form D and Blue Sky. The Company shall timely file a Form D with the SEC with respect to the Emergence Equity Units issued hereunder to the extent required under Regulation D of the Securities Act and shall provide, upon request, a copy thereof to each Plan Sponsor. The Company shall, on or before the Closing Date, take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the Emergence Equity Units issued hereunder for, sale to the Plan Sponsors at the Closing Date pursuant to this Agreement under applicable securities and "Blue Sky" Laws of the states of the United States (or to obtain an exemption from such qualification) and any applicable jurisdictions in Canada, and shall provide evidence of any such action so taken to the Plan Sponsors on or prior to the Closing Date. The Company shall timely make all filings and reports relating to the offer and sale of the Emergence Equity Units issued hereunder required under applicable securities and "Blue Sky" Laws of the states of the United States following the Closing Date. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 6.8.

Section 6.9 No Integration; No General Solicitation. Neither the Company nor any of its "affiliates" (as defined in Rule 501(b) of Regulation D promulgated under the Securities Act) will, directly or through any agent, sell, offer for sale, solicit offers to buy or otherwise negotiate in respect of, any security (as defined in the Securities Act), that is or will be integrated with the sale of the Emergence Equity Units or the Additional Capital Commitment Units in a manner that would require registration of the New Common Equity to be issued by the Company on the Closing Date under the Securities Act. None of the Company or any of its affiliates (as defined in Rule 501(b) of Regulation D promulgated under the Securities Act) or any other Person acting on its or their behalf will solicit offers for, or offer or sell, any Emergence Equity Units or Additional Capital Commitment Units by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D promulgated under the Securities Act or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act.

Section 6.10 DTC Eligibility. The Company shall use reasonable best efforts to promptly make, when applicable from time to time after the Closing, all Unlegended Units eligible for deposit with The Depository Trust Company. "***Unlegended Units***" means any units of New Common Equity acquired by the Plan Sponsors (including any Related Purchaser or Ultimate Purchaser) pursuant to this Agreement and the Plan, including all units issued to the Plan Sponsors pursuant to this Agreement, that do not require, or are no longer subject to, the Legend.

Section 6.11 Use of Proceeds. The Debtors will apply the proceeds from the exercise of the Subscription Rights and the sale of the Emergence Equity Units for the purposes identified in the Disclosure Statement and the Plan.

Section 6.12 Unit Legend. Each certificate evidencing Emergence Equity Units that are issued hereunder, and each certificate issued in exchange for or upon the Transfer of any such units, shall be stamped or otherwise imprinted with a legend (the "***Legend***") in substantially the following form:

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

In the event that any such Emergence Equity Units are uncertificated, such units shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate records maintained by the Company or agent and the term "Legend" shall include such restrictive notation. The Company shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such Emergence Equity Units (or the Company's stock records, in the case of uncertified units) at any time after the restrictions described in such Legend cease to be applicable, including, as applicable, when such units may be sold under Rule 144. The Company may reasonably request such opinions, certificates or other evidence that such restrictions no longer apply.

Section 6.13 Alternative Transactions; Fiduciary Duties.

(a) From the date of this Agreement until the earlier of the Closing and the termination of this Agreement in accordance with its terms (i) each Debtor and each of their respective directors, officers, and members, each in its capacity as a director, officer, or member of such Debtor, as applicable, shall immediately cease and terminate any ongoing solicitations, discussions and negotiations with any Person (including any Plan Sponsor) with respect to any Alternative Transaction and (ii) no Debtor nor any of their respective directors, officers, or members, each in its capacity as a director, officer, or member of such Debtor, as applicable, shall, directly or indirectly, initiate or solicit any inquiries or the making of any proposal or offer relating to an Alternative Transaction, engage or participate in any discussions or negotiations, or provide any non-public information to any Person (including any Plan Sponsor), with respect to an Alternative Transaction. Notwithstanding the foregoing sentence, from the date of this Agreement until the earlier of the Closing and the termination of this Agreement in accordance with its terms, (A) the Company and its Subsidiaries shall comply with, and shall be permitted to comply with, the terms of the Exclusivity Order and nothing in this Section 6.13 shall restrict or prohibit such compliance and (B) if (1) the Company or any of its Subsidiaries receives a *bona fide*, written unsolicited proposal or offer for an Alternative Transaction (an "***Alternative Transaction Proposal***") from any Person (including any Plan Sponsor) that did not result from a breach of the obligations of this Section 6.13(a) and (2) the Board of Directors of the Company (the "***Company Board***") has determined in good faith, after consultation with its outside counsel and independent financial advisor, that such Alternative Transaction Proposal constitutes, or is reasonably likely to lead to or result in, a Superior Proposal, the Company and its Subsidiaries may, in response to such Alternative Transaction Proposal: (x) furnish non-public information in response to a request therefor by such Person if such Person has executed and delivered to the Company a confidentiality agreement on customary terms if the Company also promptly (and in any event within twenty-four (24) hours after the time such information is provided to such Person) makes such information available to the Plan Sponsors, to the

extent not previously provided to the Plan Sponsors; and (y) engage or participate, or instruct and direct their respective representatives to engage or participate, in discussions and negotiations with such Person regarding such Alternative Transaction Proposal.

(b) The Debtors shall notify the Plan Sponsors promptly (and, in any event, within twenty-four (24) hours) if any Alternative Transaction is received by and in connection therewith any non-public information is requested from, or any discussions or negotiations are sought to be initiated or continued with, the Company or its Subsidiaries or their respective representatives, which notice shall indicate the identity of the parties and the material terms and conditions of such Alternative Transaction Proposal (including, if applicable, copies of any written inquiries, requests, proposals or offers, including any proposed agreements) and, thereafter, the Company shall keep the Plan Sponsors reasonably informed of the status and material terms of such Alternative Transaction Proposal (including any material amendments thereto) and the status of any such discussions or negotiations, including any change in the Company's or its Subsidiaries' intentions as previously notified. None of the Debtors or any of their Subsidiaries shall, after the date of this Agreement, enter into any confidentiality or similar agreement that would prohibit it from providing such information to the Plan Sponsors.

(c) Subject to the Debtors' compliance with this Section 6.13, prior to the earlier of the occurrence of the Closing and the termination of this Agreement in accordance with its terms, the Company Board may approve an Alternative Transaction Proposal that was not the result of a breach of this Section 6.13 that the Company Board has determined in good faith, after consultation with its outside legal counsel and its independent financial advisor, constitutes a Superior Proposal, if and only if, (i) prior to taking such action the Company Board determines in good faith, after consultation with its outside legal counsel, that failure to take such action would be inconsistent with the directors' fiduciary or other duties under applicable Law and (ii) the Company Board notifies the Plan Sponsors in writing at least forty-eight (48) hours in advance and prior to taking such action that it intends to take such action or that the Company intends to terminate this Agreement pursuant to Section 9.1(f), which notice shall specify the identity of the Person making such Alternative Transaction Proposal and all of the material terms and conditions of such Alternative Transaction Proposal and attach the most current version of any proposed transaction agreement (and any related agreements) providing for such Alternative Transaction Proposal); *provided, however*, that such forty-eight (48) hours' notice shall be given again in the event of any revision to the financial terms or any other material terms of such Alternative Transaction Proposal and (iii) on the date of such termination pursuant to Section 9.1(f), the Debtors shall pay the Termination Fee and repay the DIP Loan in full in cash.

(d) With respect to any Alternative Transaction that is premised, whether directly or indirectly, on one or more asset sales under Section 363 of the Bankruptcy Code or pursuant to a chapter 11 plan, each Plan Sponsor and/or the respective agents under the Prepetition Senior Secured Notes Indenture (including the Collateral Agent under and as defined in the Prepetition Senior Secured Notes Indenture) shall (in the manner provided for in the Prepetition Senior Secured Notes Indenture and the Prepetition Senior Secured Notes) have the right to "credit bid" (whether pursuant to Section 363(k) of the Bankruptcy Code or otherwise) all (or such lesser portion as they may determine under the Prepetition Senior Secured Notes Indenture and the Prepetition Senior Secured Note) of the obligations under the Prepetition Senior Secured Notes Indenture (including all principal, premium, interest (at the default rate to the extent applicable under the Prepetition Senior Secured Notes Indenture and Prepetition Senior Secured Notes and irrespective of whether permissible under the Bankruptcy Code), penalties, fees, charges, expenses, indemnifications, reimbursements, damages, and all other amounts and liabilities payable under the Prepetition Senior Secured Notes Indenture and the Prepetition Senior Secured Notes), the principal amount of which shall be no less than $205,000,000 as of the Petition Date, notwithstanding any provision of the Bankruptcy Code or any applicable Law (including Section 363(k) of the Bankruptcy Code to the extent permitted by the terms of the DIP Loan Debt Documents and in accordance with the

terms of the Final DIP Order (as defined in the Plan)) to the contrary, subject only to any applicable term or condition of the Prepetition Senior Secured Notes Indenture, to the extent that such term or condition is found to be enforceable. The UPA Approval Order shall provide for the foregoing.

Section 6.14 Administrative Claims, Priority Tax Claims, Other Priority Claims, and Other Secured Claims. The Debtors shall deliver an estimate of the amount of Allowed Administrative Claims, Priority Tax Claims, Other Priority Claims, and Other Secured Claims (each as defined in the Plan and which shall include any liabilities under or with respect to any Company Plan or any Foreign Company Plan), in each case, excluding any DIP Claims (as defined in the Plan) or any fees, expenses or indemnities due or payable pursuant to this Agreement or the DIP Loan Debt Documents (other than any Expense Reimbursement) on or before ten (10) Business Days before the anticipated Closing, which estimate will be prepared in good faith and require the consent of the Requisite Plan Sponsors (such estimate, the "***Estimate of Allowed Specified Claims***").

ARTICLE VII

CONDITIONS TO THE CLOSING

Section 7.1 Conditions to the Obligation of the Plan Sponsors. The obligations of each Plan Sponsor to consummate the Closing shall be subject to (unless waived in accordance with Section 7.2) the satisfaction of the following conditions:

(a) UPA Approval Order. The Bankruptcy Court shall have entered the UPA Approval Order, and such Order shall be a Final Order.

(b) Recognition of UPA Approval Order. The Canadian Court shall have granted Recognition Orders with respect to the UPA Approval Order, and such Order shall be a Final Order.

(c) Plan Solicitation Order. The Bankruptcy Court shall have entered the Plan Solicitation Order, and such Order shall be in full force and effect.

(d) Recognition of Plan Solicitation Order. The Canadian Court shall have granted a Recognition Order with respect to the Plan Solicitation Order, and such Order shall be in full force and effect.

(e) UPA Consummation Approval Order. The Bankruptcy Court shall have entered the UPA Consummation Approval Order (which may be the Confirmation Order), and such Order shall be a Final Order.

(f) Recognition of UPA Consummation Approval Order. The Canadian Court shall have granted a Recognition Order with respect to the UPA Consummation Approval Order, and such Order shall be a Final Order.

(g) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order, and such Order shall be a Final Order.

(h) Recognition of Confirmation Order. The Canadian Court shall have granted a Recognition Order with respect to the Confirmation Order, and such Order shall be a Final Order.

(i) Plan. The Company and all of the other Debtors shall have complied, in all respects, with the terms of the Plan that are to be performed by the Company and the other Debtors on or prior to the Effective Date.

(j) Additional Capital Commitment. The Additional Capital Commitment shall have been conducted, in all material respects, in accordance with the terms of this Agreement, and the Expiration Time shall have occurred.

(k) Conditions to the Plan. The conditions to the occurrence of the Effective Date of the Plan set forth in the Plan and the Confirmation Order shall have been satisfied or, with the prior written consent of the Requisite Plan Sponsors, waived in accordance with the terms thereof and the Plan and the Confirmation Order and the Effective Date of the Plan shall have occurred.

(l) Reorganized Holdings Corporate Documents. The Reorganized Holdings Corporate Documents shall duly have become in full force and effect in accordance with the Plan.

(m) Expense Reimbursement. The Debtors shall have paid all Expense Reimbursement accrued through the Closing Date pursuant to Section 3.1.

(n) DIP Loan Event of Default. No DIP Loan Event of Default shall exist and be continuing.

(o) Consents. All governmental and third-party notifications, filings, consents, waivers and approvals set forth on Schedule 4 and required for the consummation of the transactions contemplated by this Agreement and the Plan shall have been made or received.

(p) No Legal Impediment to Issuance. No Law or Order shall have been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the transactions contemplated by this Agreement nor shall any Governmental Entity have alleged or asserted that the transactions contemplated by this Agreement are subject to any waiting periods pursuant to or under, or require any filings with or review by any Antitrust Authorities pursuant to or under, any Antitrust Laws (nor shall any Order have been enacted, adopted or issued by any Governmental Entity confirming such an allegation or assertion or otherwise imposing any such waiting periods or review).

(q) Representations and Warranties.

(i) The representations and warranties of the Debtors contained in Sections 4.2, 4.3, 4.4, 4.5, 4.6(b), and 4.28 shall be true and correct in all respects at and as of the date hereof and as of the Closing Date after giving effect to the Plan with the same effect as if made at and as of such date after giving effect to the Plan (except for such representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(ii) The other representations and warranties of the Debtors contained in ARTICLE IV shall be true and correct in all material respects (disregarding all materiality or Material Adverse Effect qualifiers) at and as of the date hereof and as of the Closing Date with the same effect as if made at and as of such date (except for such representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(r) Covenants. The Debtors shall have performed and complied, in all material respects, with all of their respective covenants and agreements contained in this Agreement that contemplate, by their terms, performance or compliance prior to the Closing Date.

(s) Material Adverse Effect. Since September 30, 2015, there shall not have occurred, and there shall not exist, a Material Adverse Effect.

(t) Officer's Certificate. The Plan Sponsors shall have received on and as of the Closing Date a certificate of the chief executive officer or chief financial officer of the Company confirming that the conditions set forth in Sections 7.1(q), (r) and (s) have been satisfied.

(u) Amount of Claims. The Debtors shall have delivered the Estimate of Allowed Specified Claims on or before ten (10) Business Days before the anticipated Closing and the amount of Administrative Claims, Priority Tax Claims, Other Priority Claims, and Other Secured Claims (each as defined in the Plan and which shall include any liabilities under or with respect to any Company Plan or any Foreign Company Plan) reasonably estimated to be Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Tax Claims, and Allowed Other Secured Claims (each as defined in the Plan and which shall include any liabilities under or with respect to any Company Plan or any Foreign Company Plan), but excluding any DIP Claims or any fees, expenses or indemnities due or payable pursuant to this Agreement or the DIP Loan Debt Documents (other than any Expense Reimbursement), by the Company and as set forth in the Estimate of Allowed Specified Claims shall be less than $65,500,000.00, in the aggregate.

Section 7.2 Waiver of Conditions to Obligation of Plan Sponsors. All or any of the conditions set forth in Section 7.1 may only be waived in whole or in part with respect to all Plan Sponsors by a written instrument executed by the Requisite Plan Sponsors in their sole discretion and if so waived, all Plan Sponsors shall be bound by such waiver.

Section 7.3 Conditions to the Obligation of the Company. The obligation of the Company to consummate the Closing is subject to (unless waived by the Company) the satisfaction of each of the following conditions:

(a) UPA Approval Order. The Bankruptcy Court shall have entered the UPA Approval Order.

(b) Recognition of UPA Approval Order. The Canadian Court shall have granted a Recognition Order with respect to the UPA Approval Order, and such Order shall be a Final Order.

(c) Plan Solicitation Order. The Bankruptcy Court shall have entered the Plan Solicitation Order, and such Order shall be in full force and effect.

(d) Recognition of Plan Solicitation Order. The Canadian Court shall have granted a Recognition Order with respect to the Plan Solicitation Order, and such Order shall be in full force and effect.

(e) UPA Consummation Approval Order. The Bankruptcy Court shall have entered the UPA Consummation Approval Order (which may be the Confirmation Order).

(f) Recognition of UPA Consummation Approval Order. The Canadian Court shall have granted a Recognition Order with respect to the UPA Consummation Approval Order, and such Order shall be in full force and effect.

(g) Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order.

(h) Recognition of Confirmation Order. The Canadian Court shall have granted a Recognition Order with respect to the Confirmation Order, and such Order shall be in full force and effect.

(i) Conditions to the Plan. The conditions to the occurrence of the Effective Date of the Plan set forth in the Plan and the Confirmation Order shall have been satisfied or, with the prior written consent of the Requisite Plan Sponsors, waived in accordance with the terms thereof and the Plan and the Confirmation Order and the Effective Date of the Plan shall have occurred.

(j) No Legal Impediment to Issuance. No Law or Order shall have been enacted, adopted or issued by any Governmental Entity that prohibits the implementation of the Plan or the transactions contemplated by this Agreement nor shall any Governmental Entity have alleged or asserted that the transactions contemplated by this Agreement are subject to any waiting periods pursuant to or under, or require any filings with or review by any Antitrust Authorities pursuant to or under, any Antitrust Laws (nor shall any Order have been enacted, adopted or issued by any Governmental Entity confirming such an allegation or assertion or otherwise imposing any such waiting periods or review).

(k) Representations and Warranties. The representations and warranties of each Plan Sponsor contained in this Agreement shall be true and correct in all material respects at and as of the date hereof and as of the Closing Date with the same effect as if made at and as of such date (except for such representations and warranties made as of a specified date, which shall be true and correct only as of the specified date).

(l) Covenants. The applicable Plan Sponsor shall have performed and complied, in all material respects, with all of its covenants and agreements contained in this Agreement and in any other document delivered pursuant to this Agreement.

(m) Subscription Escrow Account. The Subscription Escrow Account shall be funded in accordance with this Agreement in cash in an amount equal to the full Purchase Price for all Emergence Equity Units.

Section 7.4 Frustration of Closing Conditions. Neither any of the Plan Sponsors nor the Company may rely on the failure of any condition set forth in this ARTICLE VII to be satisfied to prevent the Closing from occurring, if such failure was caused by such Party's failure to comply with the terms of this Agreement.

Section 7.5 Waiver of Conditions. Following the occurrence of the Closing, any condition set forth in this ARTICLE VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing, in each case, absent fraud.

ARTICLE VIII

INDEMNIFICATION AND CONTRIBUTION

Section 8.1 Indemnification Obligations. Following the entry of the UPA Approval Order and the Recognition Order applicable thereto, the Company and the other Debtors (the "***Indemnifying Parties***" and each an "***Indemnifying Party***") shall, jointly and severally (subject to

Section 10.1), indemnify and hold harmless each Plan Sponsor, its Affiliates, shareholders, members, partners and other equity holders, general partners, managers and its and their respective Representatives, agents and controlling persons (each, an "***Indemnified Person***") from and against any and all losses, claims, damages, Liabilities and costs and expenses (other than Taxes of the Plan Sponsors except to the extent otherwise provided for in this Agreement) (collectively, "***Losses***") that any such Indemnified Person may incur or to which any such Indemnified Person may become subject arising out of or in connection with any claim, challenge, litigation, investigation or proceeding relating to this Agreement, the Plan, the Chapter 11 Proceedings, the Recognition Proceedings, and the transactions contemplated hereby and thereby, including, the Emergence Equity Purchase, the Additional Capital Commitment or the use of the proceeds of the sale of the Emergence Equity Units or the Additional Capital Commitment Units, or any breach by the Debtors of this Agreement, or the negotiation and documentation of the Plan regardless of whether any Indemnified Person is a party thereto, whether or not such proceedings are brought by the Company, the other Debtors, their respective equity holders, Affiliates, creditors or any other Person, and reimburse each Indemnified Person upon demand for reasonable (subject to redaction to preserve attorney client and work product privileges) legal or other third-party expenses incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether or not the transactions contemplated by this Agreement or the Plan are consummated or whether or not this Agreement is terminated; *provided, however*, that the foregoing indemnity will not, as to any Indemnified Person, apply to Losses (a) as to a Defaulting Plan Sponsor and its Related Parties, caused by a Plan Sponsor Default by such Plan Sponsor (as found by a final, non-appealable judgment of a court of competent jurisdiction), or (b) to the extent they are found by a final, non-appealable judgment of a court of competent jurisdiction to arise from the bad faith, willful misconduct or gross negligence of such Indemnified Person.

Section 8.2 Indemnification Procedure. Promptly after receipt by an Indemnified Person of notice of the commencement of any claim, challenge, litigation, investigation or proceeding (an "***Indemnified Claim***"), such Indemnified Person will, if a claim is to be made hereunder against the Indemnifying Party in respect thereof, notify the Indemnifying Party in writing of the commencement thereof; *provided, however*, that (a) the omission to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have hereunder except to the extent it has been materially prejudiced by such failure and (b) the omission to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have to such Indemnified Person otherwise than on account of this ARTICLE VIII. In case any such Indemnified Claims are brought against any Indemnified Person and it notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein, and, to the extent that it may elect by written notice delivered to such Indemnified Person, to assume the defense thereof, with counsel acceptable to such Indemnified Person; *provided, however*, that if the parties (including any impleaded parties) to any such Indemnified Claims include both such Indemnified Person and the Indemnifying Party and based on advice of such Indemnified Person's counsel there are legal defenses available to such Indemnified Person that are different from or additional to those available to the Indemnifying Party, such Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Indemnified Claims. Upon receipt of notice from the Indemnifying Party to such Indemnified Person of its election to so assume the defense of such Indemnified Claims with counsel acceptable to the Indemnified Person, the Indemnifying Party shall not be liable to such Indemnified Person for expenses incurred by such Indemnified Person in connection with the defense thereof (other than reasonable costs of investigation) unless (i) such Indemnified Person shall have employed separate counsel (in addition to any local counsel) in connection with the assertion of legal defenses in accordance with the proviso to the immediately preceding sentence (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one separate

counsel representing the Indemnified Persons who are parties to such Indemnified Claims (in addition to one local counsel in each jurisdiction in which local counsel is required) and that all such expenses shall be reimbursed as they occur), (ii) the Indemnifying Party shall not have employed counsel acceptable to such Indemnified Person to represent such Indemnified Person within a reasonable time after notice of commencement of the Indemnified Claims, (iii) the Indemnifying Party shall have failed or is failing to defend such claim, and is provided written notice of such failure by the Indemnified Person and such failure is not reasonably cured within ten (10) Business Days of receipt of such notice, or (iv) the Indemnifying Party shall have authorized in writing the employment of counsel for such Indemnified Person. Notwithstanding anything herein to the contrary, the Company and its Subsidiaries shall have sole control over any Tax controversy or Tax audit and shall be permitted to settle any liability for Taxes of the Company and its Subsidiaries.

Section 8.3 Settlement of Indemnified Claims. The Indemnifying Party shall not be liable for any settlement of any Indemnified Claims effected without its written consent (which consent shall not be unreasonably withheld). If any settlement of any Indemnified Claims is consummated with the written consent of the Indemnifying Party or if there is a final judgment for the plaintiff in any such Indemnified Claims, the Indemnifying Party agrees to indemnify and hold harmless each Indemnified Person from and against any and all Losses by reason of such settlement or judgment to the extent such Losses are otherwise subject to indemnification by the Indemnifying Party hereunder in accordance with, and subject to the limitations of, the provisions of this ARTICLE VIII. The Indemnifying Party shall not, without the prior written consent of an Indemnified Person (which consent shall be granted or withheld in the Indemnified Person's sole discretion), effect any settlement of any pending or threatened Indemnified Claims in respect of which indemnity or contribution has been sought hereunder by such Indemnified Person unless (i) such settlement includes an unconditional release of such Indemnified Person in form and substance satisfactory to such Indemnified Person from all liability on the claims that are the subject matter of such Indemnified Claims and (ii) such settlement does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

Section 8.4 Contribution. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless from Losses that are subject to indemnification pursuant to Section 8.1, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Person as a result of such Loss in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, but also the relative fault of the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to the Indemnifying Party, on the one hand, and all Indemnified Persons with respect to any Plan Sponsor, on the other hand, shall be deemed to be in the same proportion as the total value received or proposed to be received by the Company pursuant to the issuance and sale of the Emergence Equity Units contemplated by this Agreement and the Plan bears to such Plan Sponsor's Purchase Percentage of the aggregate Purchase Price. The Indemnifying Parties also agree that no Indemnified Person shall have any liability based on their comparative or contributory negligence or otherwise to the Indemnifying Parties, any Person asserting claims on behalf of or in right of any of the Indemnifying Parties, or any other Person in connection with an Indemnified Claim except to the extent (a) as to a Defaulting Plan Sponsor and its Related Parties, caused by a Plan Sponsor Default by such Plan Sponsor (as found by a final, non-appealable judgment of a court of competent jurisdiction), or (b) found by a final, non-appealable judgment of a court of competent jurisdiction to arise from the bad faith, willful misconduct or gross negligence of such Indemnified Person.

Section 8.5 Treatment of Indemnification Payments. All amounts paid by the Indemnifying Party to an Indemnified Person under this ARTICLE VIII shall, to the extent permitted by applicable Law, be treated as adjustments to the Purchase Price for all Tax purposes. The provisions of

this ARTICLE VIII are an integral part of the transactions contemplated by this Agreement and without these provisions the Plan Sponsors would not have entered into this Agreement, and the obligations of the Company under this ARTICLE VIII shall constitute allowed administrative expenses of the Debtors' estate under Sections 503(b) and 507 of the Bankruptcy Code and are payable without further Order of the Bankruptcy Court, and the Company may comply with the requirements of this ARTICLE VIII without further Order of the Bankruptcy Court.

Section 8.6 No Survival. All representations, warranties, covenants and agreements made in this Agreement shall not survive the Closing Date except for covenants and agreements that by their terms are to be satisfied after the Closing Date, which covenants and agreements shall survive until satisfied in accordance with their terms.

ARTICLE IX

TERMINATION

Section 9.1 Termination Rights. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date:

(a) by mutual written consent of the Company and the Requisite Plan Sponsors;

(b) by the Company by written notice to counsel to the Plan Sponsors or by the Requisite Plan Sponsors by written notice to the Company if any Law or Order shall have been enacted, adopted or issued by any Governmental Entity and remains in effect that prohibits the implementation of the Plan or the transactions contemplated by this Agreement or the other Transaction Agreements;

(c) by the Requisite Plan Sponsors upon written notice to the Company if:

(i) the Bankruptcy Court has not entered the Plan Solicitation Order on or prior to 5:00 p.m., New York City time on July 11, 2016, in form and substance mutually satisfactory to the Requisite Plan Sponsors and the Company;

(ii) the Canadian Court has not granted a Recognition Order with respect to the Plan Solicitation Order on or prior to 5:00 p.m., New York City time on July 12, 2016

(iii) the Bankruptcy Court has not entered the UPA Approval Order on or prior to 5:00 p.m., New York City time on August 31, 2016, in form and substance mutually satisfactory to the Requisite Plan Sponsors and the Company;

(iv) the Canadian Court has not granted a Recognition Order with respect to the UPA Approval Order on or prior to 5:00 p.m., New York City time on September 2, 2016;

(v) the Bankruptcy Court has not entered the Confirmation Order and UPA Consummation Approval Order on or prior to 5:00 p.m., New York City time on August 31, 2016, in each case, in form and substance mutually satisfactory to the Requisite Plan Sponsors and the Company;

(vi) the Canadian Court has not granted the Recognition Order with respect to the Confirmation Order and granted the UPA Recognition Order on or prior to 5:00 p.m., New York City time on September 2, 2016;

(vii) if the Effective Date has not occurred on or prior to 5:00 p.m., New York City time on September 19, 2016 in accordance with the terms of this Agreement and the Plan;

(viii) any of the UPA Approval Order, UPA Consummation Approval Order, Plan Solicitation Order, Confirmation Order, any corresponding Recognition Order or any Order of the Bankruptcy Court or the Canadian Court approving the DIP Loan is reversed, stayed, dismissed, vacated, reconsidered or is modified or amended after entry without the prior written consent of the Requisite Plan Sponsors and the Company;

(ix) any of this Agreement, DIP Loan Debt Documents, Disclosure Statement, Plan or any documents related to the Plan, including notices, exhibits or appendices, or any of the other Plan-Related Documents is amended or modified without the prior written consent of the Requisite Plan Sponsors and the Company; or

(x) either (A) the Requisite Plan Sponsors determine in good faith and in consultation with the Debtors, that the amount of Administrative Claims, Priority Tax Claims, Other Priority Claims, and Other Secured Claims (each as defined in the Plan and which shall include any liabilities under or with respect to any Company Plan or any Foreign Company Plan), but excluding any DIP Claims or any fees, expenses or indemnities due or payable pursuant to this Agreement or the DIP Loan Debt Documents (other than any Expense Reimbursement), exceed $65,500,000.00, in the aggregate, or (B) the amount of Administrative Claims, Priority Tax Claims, Other Priority Claims, and Other Secured Claims (each as defined in the Plan and which shall include any liabilities under or with respect to any Company Plan or any Foreign Company Plan), but excluding any DIP Claims or any fees, expenses or indemnities due or payable pursuant to this Agreement or the DIP Loan Debt Documents (other than any Expense Reimbursement), set forth in the Estimate of Allowed Specified Claims exceed $65,500,000.00, in the aggregate;

(d) by the Requisite Plan Sponsors upon written notice to the Company if:

(i) the Company or any of the other Debtors file any motion, application or adversary proceeding challenging the validity, enforceability, perfection or priority of or seeking avoidance of the Liens securing the obligations referred to in the Prepetition Senior Secured Notes Indenture or the documents related thereto or any other cause of action against and/or seeking to restrict the rights of holders of Prepetition Senior Secured Notes in their capacity as such, or the prepetition Liens securing the Prepetition Senior Secured Notes (or if the Company or any of the Debtors support any such motion, application or adversary proceeding commenced by any third party or consents to the standing of any such third party), in all cases, other than as expressly permitted under the DIP Loan Debt Documents;

(ii) the Company or the other Debtors shall have breached any representation, warranty, covenant or other agreement made by the Company or the other Debtors in this Agreement, or any such representation and warranty shall have become inaccurate after the date hereof, and, in each case, such breach or inaccuracy would, individually or in the aggregate with other such breaches or inaccuracies, if continuing on the Closing Date, result in a failure of any condition set forth in Sections 7.1(q), 7.1(r) or 7.1(s) being satisfied and such breach or inaccuracy is not cured by the Company or the other Debtors by the earlier of (A) the tenth (10th) Business Day after the giving of notice thereof to the Company by the Requisite Plan Sponsors and (B) the third (3rd) Business Day prior to the Outside Date;

(iii) the Company or the Debtors shall have filed or entered into any Transaction Agreement, including any Plan-Related Document, without the required approval of the Requisite Plan Sponsors pursuant hereto;

(iv) (A) a DIP Loan Event of Default has occurred and is continuing unwaived, (B) an acceleration of the obligations or termination of the DIP Loan, including the commitments thereunder, has occurred, (C) the termination or revocation of any interim or final debtor in possession financing Order and/or cash collateral Order entered in the Chapter 11 Proceedings with respect to the DIP Loan has occurred or (D) a modification or amendment of any interim or final debtor in possession financing Order and/or cash collateral Order entered in the Chapter 11 Proceedings or the Recognition Proceedings with respect to the DIP Loan that is not satisfactory to the Requisite Plan Sponsors, in their sole and absolute discretion, in each case of (A), (B), (C) and (D), other than in connection with the DIP Loan being, or after the DIP Loan has been, repaid in cash in full in accordance with its terms;

(v) (A) any of the Chapter 11 Proceedings shall have been dismissed or converted to a chapter 7 case; (B) a chapter 11 trustee with plenary powers or an examiner with enlarged powers relating to the operation of the businesses of the Debtors beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in any of the Chapter 11 Proceedings or the Debtors shall file a motion or other request for such relief or (C) the Recognition Proceedings shall have been dismissed or the stay granted therein shall be lifted or the proceedings shall be continued as proceedings under the BIA or other proceedings under the CCAA;

(vi) there shall have occurred a Material Adverse Effect; or

(vii) (A) the Bankruptcy Court approves or authorizes an Alternative Transaction at the request of any party in interest, (B) the Debtors or any of their Subsidiaries approve or enter into any Contract or written agreement in principle providing for the consummation of any Alternative Transaction (such Contract or written agreement in principle, an "***Alternative Transaction Agreement***") or (C) any Debtor or any of its Subsidiaries breaches Section 6.13.

(e) automatically without further action or notice by any Party if the Closing Date has not occurred by 5:00 p.m., New York City time on September 19, 2016, unless prior thereto the Effective Date occurs (the "***Outside Date***"); *provided, however*, that the Outside Date may be waived or extended pursuant to Section 10.10 and Section 10.12; or

(f) by the Company upon written notice to counsel to the Plan Sponsors if:

(i) subject to the right of the Plan Sponsors to arrange an Plan Sponsor Replacement in accordance with Section 2.3(a), if any Plan Sponsor Default shall have occurred; or

(ii) any Plan Sponsor shall have breached any representation, warranty, covenant or other agreement made by such Plan Sponsor in this Agreement (other than a Plan Sponsor Default) or any such representation and warranty shall have become inaccurate after the date hereof, and, in each case, such breach or inaccuracy would, individually or in the aggregate with other such breaches or inaccuracies, if continuing on the Closing Date, result in a failure of a condition set forth in Section 7.3(k) or Section 7.3(l) being satisfied and such breach or inaccuracy is not cured by such Plan Sponsor by the earlier of (A) the tenth (10th) Business Day

after the giving of notice thereof to such Plan Sponsor by the Company and (B) the third (3rd) Business Day prior to the Outside Date;

(iii) any Debtor or any of their Subsidiaries enters into any Alternative Transaction Agreement or the Bankruptcy Court approves or authorizes an Alternative Transaction at the request of the Debtors or any of its Subsidiaries or the Company Board approves an Alternative Transaction Proposal in accordance with Section 6.13(c); *provided, however*, that the Debtors may only terminate this Agreement pursuant to this Section 9.1(f)(iii) if the Debtors and the Subsidiaries have not breached any of their obligations under Section 6.13 and, concurrently with such termination, the Company pays the Termination Fee and repays the DIP Loan in full in cash to the Plan Sponsors pursuant to Section 9.2(b)(ii);

provided, however, that neither the Company nor the Requisite Plan Sponsors shall have the right to terminate this Agreement pursuant to Sections 9.1(c), 9.1(d) (other than Sections 9.1(d)(v), 9.1(d)(vi) and 9.1(d)(vii)) or 9.1(f)(i)) if the Company or any Plan Sponsor, respectively, is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in, or has been a cause of, the failure of any condition set forth in Section 7.1 or Section 7.3, respectively, being satisfied.

Section 9.2 Effect of Termination.

(a) Upon termination of this Agreement pursuant to Section 9.1 (such date of termination, the "***Termination Date***"), this Agreement shall forthwith become void *ab initio* and there shall be no further obligations or liabilities on the part of the Debtors or the Plan Sponsors; *provided, however*, that (i) the obligations of the Debtors to pay the Expense Reimbursement pursuant to ARTICLE III (other than in the case of termination pursuant to Section 9.1(f)(i), in which case such obligations to pay the Expense Reimbursement will not survive), to satisfy their indemnification obligations pursuant to ARTICLE VIII and to pay the Termination Fee pursuant to this ARTICLE IX shall survive the termination of this Agreement indefinitely and shall remain in full force and effect to the extent applicable by the terms of this Agreement; (ii) ARTICLE X shall survive the termination of this Agreement in accordance with its terms and (iii) subject to Section 10.13, nothing in this Section 9.2 shall relieve any Party from liability for its willful or intentional breach of this Agreement. For purposes of this Agreement, "***willful or intentional breach***" shall mean a breach of this Agreement that is a consequence of an act undertaken by the breaching party with the knowledge that the taking of such act would, or would reasonably be expected to, cause a breach of this Agreement.

(b) The Debtors shall make payments to the Plan Sponsors or their designees based upon their respective Purchase Percentages, by wire transfer of immediately available funds to such accounts as the Requisite Plan Sponsors may designate, if this Agreement is terminated as follows:

(i) if this Agreement is terminated pursuant to Section 9.1(b), Section 9.1(c) or Section 9.1(d) prior to the Closing Date, then the Debtors shall pay the sum of $7,500,000 and the amount of any Expense Reimbursement then outstanding (collectively, the "***Termination Fee***") on or prior to the second (2nd) Business Day following such termination in cash;

(ii) if this Agreement shall be terminated pursuant to Section 9.1(f)(iii), then the Debtors shall pay the Termination Fee and shall repay the DIP Loan in full in cash simultaneously with such termination;

(iii) if this Agreement shall be terminated prior to the Closing Date pursuant to Section 9.1(e), and, within twelve (12) months after the date of such termination, any of the Debtors executes a definitive agreement with respect to, or consummates, an Alternative

Transaction, then the Company shall pay the Termination Fee in cash on or prior to the second (2nd) Business Day following such execution or consummation; or

(iv) the Company acknowledges and agrees that upon any termination of this Agreement, pursuant to Sections 9.1(a) or 9.1(e) (subject to any additional payments contemplated by Section 9.2(b)(iii)), the Company shall be required to pay any and all unpaid Expense Reimbursement incurred prior to such termination in cash simultaneously with such termination.

Furthermore, in the event of any breach of this Agreement by the Company, subject to the rights of the Plan Sponsors pursuant to Section 10.12, the sole and exclusive remedies of the Plan Sponsors will be, if applicable, to terminate this Agreement pursuant to Section 9.1 and receive, if applicable, any payments payable pursuant to this Section 9.2(b). Subject to the rights of the Plan Sponsors pursuant to Section 10.12, in no event will the Company or any of its Affiliates be liable for any monetary damages for any breach of this Agreement, other than (i) for such payments or liability for willful or intentional breach of the Agreement or (ii) any payments payable pursuant to this Section 9.2(b).

(c) The Company acknowledges and agrees that (i) the provisions for the payment of the Termination Fee and of the Expense Reimbursement are an integral part of the transactions contemplated by this Agreement and without these provisions the Plan Sponsors would not have entered into this Agreement, and the Termination Fee and the Expense Reimbursement shall, pursuant to the UPA Approval Order, constitute allowed administrative expenses of the Debtors' estate under Sections 503(b) and 507 of the Bankruptcy Code. To the extent that all amounts due in respect of the Termination Fee and the Expense Reimbursement pursuant to this Section 9.2 have actually been paid by the Debtors to the Plan Sponsors, the Plan Sponsors shall not have any additional recourse against the Debtors for any obligations or liabilities relating to or arising from this Agreement, except for liability for willful or intentional breach of this Agreement pursuant to Section 9.2.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 No Zochem Liability. Notwithstanding anything to the contrary herein, Zochem Inc. will not have any Liability to any Person under or relating to this Agreement.

Section 10.2 No Survival. All representations, warranties, covenants and agreements made in this Agreement shall not survive the Closing Date except for covenants and agreements that by their terms are to be satisfied after the Closing Date, which covenants and agreements shall survive until satisfied in accordance with their terms.

Section 10.3 No Outside Reliance. Each Plan Sponsor acknowledges that, in making its determination to proceed with the transactions contemplated by this Agreement, such Plan Sponsor has relied solely on the results of its own independent investigation and verification, and has not relied on, is not relying on, and will not rely on, the Company, any of its Subsidiaries or any of their Representatives or any information, statements, disclosures, documents, projections, forecasts or other material provided or otherwise made available to the Plan Sponsors or any of their Affiliates or Representatives, in each case, whether written or oral, or any failure of any of the foregoing to disclose or contain any information, except for the express representations, warranties, covenants and agreements of the Debtors set forth in this Agreement and the other Transaction Agreements.

Section 10.4 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given when delivered personally, when sent via electronic facsimile or electronic mail (in either case, with confirmation), on the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or on the third (3rd) Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the Parties at the following addresses (or at such other address for a Party as will be specified by like notice).

(a) If to the Company:

Horsehead Holding Corp.
4955 Steubenville Pike, Suite 405
Pittsburgh, PA 15205
Facsimile: (412) 788-1812
Attention: Timothy D. Boates, Chief Restructuring Officer

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Facsimile: (312) 862-2200
Attention: Patrick J. Nash, Jr., P.C.
Steve Toth
Ryan Preston Dahl

(b) If to the Plan Sponsors (or to any of them), to the address set forth opposite each such Plan Sponsor's name on Schedule 5 hereto.

Section 10.5 Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any Party (whether by operation of Law or otherwise) without the prior written consent of the Company and the Requisite Plan Sponsors, other than an assignment by a Plan Sponsor expressly permitted by Sections 2.3, 2.6, 6.5 or 10.10 or any other provision of this Agreement and any purported assignment in violation of this Section 10.5 shall be void *ab initio*. Except as provided in ARTICLE VIII with respect to the Indemnified Persons, this Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any Person any rights or remedies under this Agreement other than the Parties.

Section 10.6 Prior Negotiations; Entire Agreement.

(a) This Agreement (including the agreements attached as Exhibits to and the documents and instruments referred to in this Agreement) constitutes the entire agreement of the Parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement, except that the Parties hereto acknowledge that any confidentiality agreements heretofore executed among any of the Parties will continue in full force and effect.

(b) Notwithstanding anything to the contrary in the Plan (including any amendments, supplements or modifications thereto) or the Confirmation Order (and any amendments, supplements or modifications thereto) or an affirmative vote to accept the Plan submitted by any Plan Sponsor, nothing

contained in the Plan (including any amendments, supplements or modifications thereto) or Confirmation Order (including any amendments, supplements or modifications thereto) shall alter, amend or modify the rights of the Plan Sponsors under this Agreement unless such alteration, amendment or modification has been made in accordance with Section 10.10.

Section 10.7 Governing Law; Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD FOR ANY CONFLICTS OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANY OTHER JURISDICTION, AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE. THE PARTIES CONSENT AND AGREE THAT ANY ACTION TO ENFORCE THIS AGREEMENT OR ANY DISPUTE, WHETHER SUCH DISPUTES ARISE IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY SHALL BE BROUGHT EXCLUSIVELY IN THE BANKRUPTCY COURT (OR, SOLELY TO THE EXTENT THE BANKRUPTCY COURT DECLINES JURISDICTION OVER SUCH ACTION OR DISPUTE, IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY). THE PARTIES CONSENT TO AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT (OR, SOLELY TO THE EXTENT THE BANKRUPTCY COURT DECLINES JURISDICTION OVER SUCH ACTION OR DISPUTE, THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY). EACH OF THE PARTIES HEREBY WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (I) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT, (II) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY THE BANKRUPTCY COURT OR (III) ANY LITIGATION OR OTHER PROCEEDING COMMENCED IN THE BANKRUPTCY COURT IS BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING IN THE MANNER AND TO AN ADDRESS PROVIDED IN SECTION 10.4, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

Section 10.8 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY JURISDICTION IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE AMONG THE PARTIES UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE.

Section 10.9 Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the Parties and delivered to each other Party (including via facsimile or other electronic transmission), it being understood that each Party need not sign the same counterpart.

Section 10.10 Waivers and Amendments; Rights Cumulative; Consent. This Agreement may be amended, restated, modified, or changed only by a written instrument signed by the Company and the Requisite Plan Sponsors; *provided, however*, that each Plan Sponsor's prior written consent shall be required for any amendment that would have the effect of: (a) increasing the Purchase Price to be paid in respect of the Emergence Equity Units , (b) modifying such Plan Sponsor's Purchase Percentage (unless such Plan Sponsor is a Defaulting Plan Sponsor), (c) modifying any terms or

provisions of the New Limited Liability Company Agreement, or (d) extending the Outside Date beyond an additional ninety (90) days (other than in accordance with Section 2.3(a) or Section 10.12, if applicable); *provided, further, however*, that Schedules 1 and 2 may be amended and restated (i) to reflect any Plan Sponsor Default and reallocation for such a Plan Sponsor Default, in each case, as contemplated by and pursuant to Section 2.3 without the consent of any Party other than such consents required by and as contemplated by Section 2.3 or (ii) to reflect any Transfers and reallocations contemplated by the provisions of Section 2.6 or Section 6.5 with respect to a Transfer or reallocation in accordance with such Section(s). The terms and conditions of this Agreement (other than the conditions set forth in Section 7.1 and Section 7.3, the waiver of which shall be governed solely by ARTICLE VII and the termination right set forth in Section 9.1(e), the waiver of which shall require each Plan Sponsor's prior written consent) may be waived (y) by the Debtors only by a written instrument executed by the Company and (z) by the Plan Sponsors only by a written instrument executed by the Requisite Plan Sponsors on behalf of, and which waiver shall be binding on all, Plan Sponsors. Notwithstanding anything to the contrary contained in this Agreement, the Plan Sponsors set forth on Schedule 2 may agree, among themselves, with the prior written consent of the Company (not to be unreasonably withheld), to reallocate their Purchase Percentages, without any consent or approval of any other Party; *provided, however*, for the avoidance of doubt, any such agreement among such Plan Sponsors shall require the consent or approval of all Plan Sponsors affected by such reallocation. No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. Except as otherwise provided in this Agreement, the rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any Party otherwise may have at law or in equity.

Section 10.11 Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

Section 10.12 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, including if any of the Parties fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement, and that the Parties shall be entitled to seek an injunction or injunctions without proof of damages or posting a bond or other security to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity. The right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither the Company nor the Plan Sponsors would have entered into this Agreement. If, prior to the Outside Date, any Party brings any action to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (a) for the period during which such action is pending, plus ten (10) Business Days or (b) by such other time period established by the court presiding over such action, as the case may be. Notwithstanding anything herein to the contrary, in no event will this Section 10.12 be used to require the Company to remedy any breach of any representation or warranty of the Company made herein.

Section 10.13 Damages. The Parties agree that no Party will be liable for, and none of the Parties shall claim or seek to recover, any special or punitive damages, lost revenue, profits or income, diminution in value, loss of business reputation or opportunity or similar damages, costs or losses.

Section 10.14 No Reliance. No Plan Sponsor or any of its Related Parties shall have any duties or obligations to the other Plan Sponsors in respect of this Agreement, the Plan or the transactions contemplated hereby or thereby, except those expressly set forth herein. Without limiting the generality of the foregoing, (a) no Plan Sponsor or any of its Related Parties shall be subject to any fiduciary or other implied duties to the other Plan Sponsors, (b) no Plan Sponsor or any of its Related Parties shall have any duty to take any discretionary action or exercise any discretionary powers on behalf of any other Plan Sponsor, (c) (i) no Plan Sponsor or any of its Related Parties shall have any duty to the other Plan Sponsors to obtain, through the exercise of diligence or otherwise, to investigate, confirm, or disclose to the other Plan Sponsors any information relating to the Company or any of its Subsidiaries that may have been communicated to or obtained by such Plan Sponsor or any of its Affiliates in any capacity and (ii) no Plan Sponsor may rely, and confirms that it has not relied, on any due diligence investigation that any other Plan Sponsor or any Person acting on behalf of such other Plan Sponsor may have conducted with respect to the Company or any of its Affiliates or any of their respective securities and (d) each Plan Sponsor acknowledges that no other Plan Sponsor is acting as a placement agent, initial purchaser, underwriter, broker or finder with respect to its Purchase Percentage of its Emergence Equity Purchase.

Section 10.15 Publicity. At all times prior to the Closing Date, the Company and the other Debtors shall not, and shall cause each of their Subsidiaries to not, (a) use the name of any Plan Sponsor in any press release without such Plan Sponsor's prior written consent or (b) disclose to any person, other than legal, accounting, financial and other advisors to the Company, the other Debtors, or their Subsidiaries, the principal amount or percentage of Votable Claims, Additional Claims, DIP Loan Claims, or any other claims held by any Plan Sponsor or any of its respective subsidiaries or affiliates, except to the extent such Claims and the information in such disclosure related thereto that is prohibited by this sentence have otherwise been publicly disclosed (including through any filing made pursuant to Rule 2019 of the Bankruptcy Rules); *provided, however*, that the Company, the other Debtors, and their Subsidiaries shall be permitted to disclose at any time the aggregate principal amount of, and aggregate percentage of, the Prepetition Senior Secured Note Claims and DIP Loan Claims held by the Plan Sponsors as a group. Notwithstanding the foregoing, the Plan Sponsors hereby consent to the disclosure by the Company, the other Debtors, and their Subsidiaries in the Plan-Related Documents or the Plan, as applicable, or as otherwise required by Law or regulation, of the execution, terms and contents of this Agreement (but not the signature pages, Schedule 1, Schedule 2, Schedule 3-A, Schedule 3-B or Schedule 5 hereto or any information set forth thereon which information, unless otherwise required by the Bankruptcy Court or the Canadian Court or applicable Law, will be redacted to the extent this Agreement is filed or the docket maintained in the Chapter 11 Proceedings or otherwise made publicly available). Notwithstanding the foregoing, the Company and the other Debtors will, and will cause their Subsidiaries to, submit to Akin Gump Strauss Hauer & Feld LLP, on behalf of the Plan Sponsors, all press releases, public filings, public announcements or other communications with any news media, in each case, to be made by the Company, the other Debtors, and their Subsidiaries relating to this Agreement or the transactions contemplated hereby and any amendments thereof for review, consultation and prior approval by Akin Gump Strauss Hauer & Feld LLP on behalf of the Requisite Plan Sponsors. The Company, the other Debtors, and their Subsidiaries will submit to the Requisite Plan Sponsors in advance all communications with dealers, customers and employees relating to the transactions contemplated by this Agreement, and will take the Requisite Plan Sponsors' views with respect to such communications into account. The Plan Sponsors will submit to counsel for the Company, the other Debtors, and their Subsidiaries all press releases, public filings, public announcements or other communications with any news media relating to this Agreement or the transactions contemplated hereby and any amendments thereof for review, consultation and prior approval by the Company. The Plan Sponsors shall not use the name of the Company, the other Debtors, and their Subsidiaries in any press release without the Company's prior written consent. Nothing contained herein shall be deemed to waive, amend or modify the terms of any confidentiality or non-disclosure agreement between of the Company, the other Debtors,

and their Subsidiaries and any Plan Sponsor, including the confidentiality and non-disclosure provisions contained in the Prepetition Debt Documents and the DIP Loan Debt Documents.

Section 10.16 Settlement Discussions. This Agreement and the transactions contemplated herein are part of a proposed settlement of a dispute between the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Section 408 of the U.S. Federal Rule of Evidence and any applicable federal, foreign, state or provincial rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any Legal Proceeding, except to the extent filed with, or disclosed to, the Bankruptcy Court in connection with the Chapter 11 Proceedings or as required by the Canadian Court in connection with the Recognition Proceedings (other than a Legal Proceeding to approve or enforce the terms of this Agreement).

Section 10.17 Reservation of Rights. Except as expressly provided in this Agreement or in the Plan, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict (a) the ability of each Party to protect and preserve its rights, remedies and interests, including the Claims, and any other claims against or interests in any of the Debtors or any other parties, or its full participation in any bankruptcy proceeding, (b) any right of any party under (i) any Prepetition Debt Documents or any DIP Loan Debt Documents, or constitute a waiver or amendment of any provision of any Prepetition Debt Documents or any DIP Loan Debt Documents, as applicable, and (ii) any other applicable agreement, instrument or document that gives rise to a party's Claims, or constitute a waiver or amendment of any provision of any such agreement, instrument or document, (c) the ability of a party to consult with other parties, any Debtor, or any other party, or (d) the ability of a party to enforce any right, remedy, condition, consent or approval requirement under this Agreement or any Transaction Agreement (including any Plan-Related Documents). Without limiting the foregoing sentence in any way, after the termination of this Agreement pursuant to ARTICLE IX, the Parties each fully reserve any and all of their respective rights, remedies, claims and interests, subject to ARTICLE IX, in the case of any claim for breach of this Agreement. Further, nothing in this Agreement shall be construed to prohibit any Party from appearing as a party-in-interest in any matter to be adjudicated in the Chapter 11 Proceedings, so long as such appearance and the positions advocated in connection therewith are consistent with the obligations of such Party set forth in, or otherwise permitted by, this Agreement and the Plan and, unless otherwise permitted by this Agreement, are not for the purpose of, and would not reasonably be expected to have the effect of, hindering, delaying or preventing the consummation of the Restructuring pursuant to the terms of this Agreement. Except as expressly provided in this Agreement, if the transactions contemplated by the Restructuring are not consummated, or if this Agreement is terminated for any reason, each Party fully reserves any and all of its rights, remedies, claims and interests.

Section 10.18 Further Assurances. Each of the Plan Sponsors and the Company shall, and the Company shall cause each of its Subsidiaries to, use their respective reasonable best efforts to (a) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and (b) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.

Section 10.19 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

Section 10.20 Representation by Counsel. Each Party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions

contemplated by this Agreement and the Plan. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel, shall have no application and is expressly waived.

Section 10.21 No Fiduciary Duties; No Commitment To Finance. None of the Plan Sponsors shall have any fiduciary duty or other duties or responsibilities to each other, any Prepetition Macquarie Facility Lender, any Prepetition Convertible Senior Noteholders, any Prepetition Senior Secured Noteholder, any Prepetition Senior Unsecured Noteholders, BBVA, any DIP Lender, the Company, any other Debtor, or any equity holders, creditors or other stakeholders of any of the Company or any other Debtor. Further, the Parties agree that this Agreement does not constitute a commitment to, nor shall it obligate any of the Parties to, provide any new financing or credit support, except as expressly provided in ARTICLE III.

Section 10.22 No Solicitation. This Agreement, the Plan, the Plan-Related Documents and transactions contemplated herein and therein are the product of negotiations among the Parties, together with their respective Representatives. Notwithstanding anything herein to the contrary, this Agreement is not, and shall not be deemed to be, (a) a solicitation of votes for the acceptance of the Plan or any other plan of reorganization for the purposes of Sections 1125 and 1126 of the Bankruptcy Code or otherwise or (b) an offer for the issuance, purchase, sale, exchange, hypothecation, or other transfer of securities or a solicitation of an offer to purchase or otherwise acquire securities for purposes of the Securities Act or the Exchange Act and none of the Company, the other Debtors, and their Subsidiaries will solicit acceptances of the Plan from any party until such party has been provided with copies of a Disclosure Statement containing adequate information as required by Section 1125 of the Bankruptcy Code.

Section 10.23 UPA Approval Order. Notwithstanding anything herein to the contrary, if the UPA Approval Order is not entered by 5:00 p.m., prevailing Eastern time on August 31, 2016, then this Agreement shall be automatically void *ab initio*, without the necessity of any Person taking any action or giving of any notice.

[*Signature Pages Follow*]

SCHEDULE "C"

FORM OF INFORMATION OFFICER'S CERTIFICATE

Court File No. CV-16-11271-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT WITH RESPECT TO HORSEHEAD HOLDING CORP., HORSEHEAD CORPORATION, HORSEHEAD METAL PRODUCTS, LLC, THE INTERNATIONAL METALS RECLAMATION COMPANY, LLC AND ZOCHEM INC. (collectively, the "Debtors")

APPLICATION OF ZOCHEM INC.
UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT

CERTIFICATE OF RICHTER ADVISORY GROUP INC. AS COURT-APPOINTED INFORMATION OFFICER

In reliance upon the written confirmation delivered by Zochem Inc. on the date hereof to Richter Advisory Group Inc., in its capacity as Court-appointed Information Officer and not in its personal capacity (the "**Information Officer**"), the Information Officer delivers and files this certificate pursuant to paragraph 9 of the Recognition and Discharge Order made by this Court on September 6, 2016 (the "**Recognition and Discharge Order**") and certifies that the Effective Date (as such term is defined in the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code dated as of August 26, 2016) has occurred.

DATED at the City of Toronto, Province of Ontario, this ____ day of ____, 2016

RICHTER ADVISORY GROUP INC., in its capacity as Information Officer of Horsehead Holding Corp. and Zochem Inc. *et al* and not in its personal capacity

By: _____
Name:
Title:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED, IN THE MATTER OF CERTAIN PROCEEDINGS TAKEN IN THE UNITED STATES BANKRUPTCY COURT WITH RESPECT TO HORSEHEAD HOLDING CORP., HORSEHEAD CORPORATION, HORSEHEAD METAL PRODUCTS, LLC, THE INTERNATIONAL METALS RECLAMATION COMPANY, LLC AND ZOCHEM INC., AND APPLICATION OF ZOCHEM INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*

Court File No. CV-16-11271-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

RECOGNITION AND DISCHARGE ORDER

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