

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re: ORCHARD ACQUISITION COMPANY, : Chapter 11
LLC, Debtor. Tax I.D. No. 20-5694753 : Case No. 17-12914 (KG)
-----X
In re: THE J.G. WENTWORTH COMPANY, LLC, : Chapter 11
Debtor. Tax I.D. No. 45-2961295 : Case No. 17-12915 (KG)
-----X
In re: THE J.G. WENTWORTH COMPANY, : Chapter 11
Debtor. Tax I.D. No. 46-3037859 : Case No. 17-12916 (KG)
-----X
In re: J.G. WENTWORTH, LLC, : Chapter 11
Debtor. Tax I.D. No. 90-0542773 : Case No. 17-12917 (KG)
-----X
In re: JGW HOLDINGS, INC., : Chapter 11
Debtor. Tax I.D. No. 20-3124569 : Case No. 17-12918 (KG)
-----X **Ref. Docket No. 53**

AS FURTHER DESCRIBED HEREIN, PLEASE BE ADVISED THAT, IF CONFIRMED, THE PLAN CONTEMPLATES THAT ALL CLASS A OR CLASS B COMMON STOCK OF THE J.G. WENTWORTH COMPANY (INCLUDING ANY WARRANTS, OPTIONS, PROFIT INTEREST UNITS, OR RIGHTS TO ACQUIRE ANY SUCH EQUITY INTERESTS) SHALL BE CANCELLED ON THE EFFECTIVE DATE AND HOLDERS THEREOF SHALL RECEIVE NO RECOVERY AND SHALL BE “RELEASING PARTIES” WHO WILL BE GRANTING RELEASES TO THIRD PARTIES. PLEASE SEE ARTICLE IV HEREIN.

AS FURTHER DESCRIBED HEREIN, PLEASE BE ADVISED THAT ARTICLE X OF THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THOSE SET FORTH BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE X OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED. HOLDERS OF GENERAL UNSECURED CLAIMS WHO ARE UNIMPAIRED UNDER THE PLAN AND DO NOT TIMELY OBJECT TO THE RELEASES SET FORTH IN THE PLAN WILL BE DEEMED TO HAVE PROVIDED SUCH RELEASES.

NOTICE OF (A) COMMENCEMENT OF PRE-PACKAGED CHAPTER 11 CASES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE, (B) COMBINED HEARING TO CONSIDER (I) ADEQUACY OF DISCLOSURE STATEMENT AND (II) CONFIRMATION OF PRE-PACKAGED PLAN, (C) ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND CURE AMOUNTS AND (D) OBJECTION DEADLINES

-AND-

SUMMARY OF PRE-PACKAGED PLAN

NOTICE IS HEREBY GIVEN as follows:

1. On December 12, 2017 (the "Petition Date"), the following entities (collectively, the "Debtors") each commenced a case under chapter 11 (each a "Chapter 11 Case", and collectively, the "Chapter 11 Cases") of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"): Orchard Acquisition Company, LLC ("Orchard"), The J.G. Wentworth Company ("PubCo"), The J.G. Wentworth Company, LLC (the "Partnership"), J.G. Wentworth, LLC and JGW Holdings, Inc.

2. On the Petition Date, the Debtors filed a joint "pre-packaged" plan of reorganization (the "Plan") and a proposed disclosure statement (the "Disclosure Statement") pursuant to sections 1125 and 1126 of the Bankruptcy Code. Solicitation of the Plan commenced prior to the Petition Date. The Plan constitutes a separate plan for each of the Debtors; accordingly, the Plan may be confirmed and consummated as to each of the Debtors separate from, and independent of, confirmation and consummation of the Plan as to any other Debtor. If the Plan cannot be confirmed as to some or all of the Debtors, then the Debtors, subject to certain rights of other parties, (a) may revoke the Plan as to all of the Debtors or (b) may revoke the Plan as to any Debtor (and any such Debtor's Chapter 11 Case may be converted, continued or dismissed) and confirm the Plan as to the remaining Debtors to the extent required without the need for re-solicitation as to any holder of a claim against and/or equity interest in a Debtor for which the Plan is not so revoked. Copies of the Plan and the Disclosure Statement may be obtained free of charge by visiting the website maintained by the Debtors' voting agent, Prime Clerk LLC (the "Voting Agent"), at <http://cases.primeclerk.com/orchard>.

3. The Plan was developed in accordance with the terms of the Restructuring Support Agreement, dated as of November 9, 2017, as amended from time to time (the "Restructuring Support Agreement"), among the Debtors, certain supporting lenders (the "Consenting Lenders") that hold over 87% of the aggregate principal amounts outstanding of the term loans under Orchard's prepetition credit facility (the "Existing Credit Agreement"), the administrative agent and collateral agent under Orchard's prepetition term loan credit facility and certain supporting members (the "Consenting Members") of the Partnership. Among other things, the Restructuring Support Agreement obligates the Consenting Lenders and the Consenting Members, subject to certain terms and conditions, to vote to approve the Plan.

4. If the Plan is confirmed by the Court, among other things, (i) all claims arising under the Existing Credit Agreement and related guarantees shall be terminated and released and each such holder shall receive its pro rata share of the lesser of (a) cash consideration in an amount equal to the lesser of (1) \$45 million and (2) the aggregate amount such that at least \$50 million of pro forma liquidity (or such lower number as may be agreed to by the Required Consenting Lenders and the Debtors in certain circumstances) shall be maintained on the consolidated balance sheet of PubCo on the effective date of the Plan (the “Effective Date”) in immediately available funds from both cash on hand and draws from a new revolving credit facility to be entered into on the Effective Date, and (b) at least ninety-five and one-half percent (95.5%) of the new common equity to be issued in connection with the restructuring (the “New Common Equity”) in the form of Class A common stock in reorganized PubCo, subject to increase on the Effective Date in accordance with the Plan and subject to dilution after the Effective Date in accordance with the Plan, (ii) equity interests in the Partnership shall be cancelled and each such holder shall receive its pro rata share of, as elected by such holder, either (a) 4.5% of the New Common Equity in the form of Class A Common stock in reorganized PubCo (subject to certain limitations provided in the Plan), subject to dilution after the Effective Date in accordance with the Plan, or (b) cash equal to 4.5% of \$145 million or (c) a mix of both cash and equity (collectively, the “Partnership Consideration”), (iii) all claims against PubCo arising under that certain Tax Receivable Agreement of PubCo shall be cancelled and each such holder shall receive its pro rata share of, as compared to all such holders, as elected by such holder, the Partnership Consideration to which PubCo is directly or indirectly entitled and (iv) **equity interests in PubCo shall be cancelled and the holders thereof shall receive no recovery.**

I. Hearing to Consider Compliance with Disclosure Requirements, Confirmation of the Pre-Packaged Plan, Assumption of Executory Contracts and Unexpired Leases and the Proposed Cure Amounts

5. A combined hearing to consider compliance with the Bankruptcy Code’s disclosure requirements, confirmation of the Plan, the assumption of executory contracts and unexpired leases and the proposed cure amounts (“Cure Amounts”), and any objections to any of the foregoing, and any other matter that may properly come before the Court, will be held before the Honorable Kevin Gross, United States Bankruptcy Judge, in Courtroom No. 3 of the United States Bankruptcy Court, 824 North Market Street, 6th Floor, Wilmington, Delaware 19801, on January 17, 2018 at 2:00 p.m. (ET) or as soon thereafter as counsel may be heard (the “Combined Hearing”). A proposed form of the order confirming the Plan (the “Confirmation Order”) will be filed with the Court no later than the date that is two (2) business days prior to the Combined Hearing. The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates at the Combined Hearing and will be available on the electronic case filing docket and the Voting Agent’s website at <http://cases.primeclerk.com/orchard>.

6. Any responses or objections to the Disclosure Statement and/or the Plan must (i) be in writing; (ii) conform to the applicable Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”); (iii) set forth the name of the objecting party, the basis for the objection, and the specific grounds thereof; and (iv) be

filed with the Court, together with proof of service, no later than **4:00 p.m. (ET) on January 10, 2018**. In addition to being filed with the Court, any responses or objections must be served on the following parties (collectively, the “Notice Parties”) so as to be received by such deadline:

- i. Co-counsel to the Debtors, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Attn: Elisha D. Graff, Esq. (egraff@stblaw.com), Kathrine A. McLendon, Esq. (kmclendon@stblaw.com), Edward R. Linden, Esq. (edward.linden@stblaw.com) and Randi Lynn Veenstra, Esq. (randi.veenstra@stblaw.com));
- ii. Delaware co-counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Edmon L. Morton, Esq. (emorton@ycst.com) and Sean M. Beach, Esq. (sbeach@ycst.com));
- iii. Co-counsel to the prepetition agent, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Damian S. Schaible, Esq. (damian.schaible@davispolk.com) and Natasha Tsiouris, Esq. (natasha.tsiouris@davispolk.com));
- iv. Delaware co-counsel to the prepetition agent, Potter Anderson & Corroon LLP, 1313 North Market Street, 6th Floor, Wilmington, Delaware 19801 (Attn: Jeremy W. Ryan, Esq. (jryan@potteranderson.com));
- v. Co-counsel to HPS Investment Partners, LLC, as the New RCF Commitment Party, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Kelly DiBlasi, Esq. (kelly.dibiasi@weil.com) and Damian P. Ridealgh, Esq. (damian.ridealgh@weil.com));
- vi. Delaware co-counsel to HPS Investment Partners, LLC, as the New RCF Commitment Party, Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market St. #1800, Wilmington, Delaware 19801 (Attn: Robert J. Dehney, Esq. (rdehney@mnat.com));
- vii. The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801 (Attn: Linda J. Casey, Esq. (Linda.Casey@usdoj.gov));
- viii. Counsel to any official statutory committees appointed in these cases; and
- ix. To the extent not listed herein, those parties requesting notice pursuant to Bankruptcy Rule 2002.

UNLESS A RESPONSE OR AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT.

II. Notice to Counterparties to Executory Contracts and Unexpired Leases

7. You or one of your affiliates may be a counterparty to one or more contracts or leases that may be an executory contract or unexpired leases with one or more of the Debtors. Subject to entry of a final order, except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement or document entered into in connection with the Plan, as of the Effective Date, each of the Debtors will be deemed to have assumed each executory contract and unexpired lease to which it is a party in accordance with and subject to the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such executory contract or unexpired lease: (i) was assumed or rejected previously by the Debtors; (ii) expired or terminated pursuant to its own terms before the Effective Date; (iii) is the subject of a motion to reject filed on or before the Effective Date; (iv) is otherwise identified in the Plan Supplement as an executory contract or unexpired lease (the “Rejection Schedule”) to be rejected before the Effective Date and not removed from such exhibit prior to the Effective Date; or (v) is to be rejected pursuant to the terms of the Plan, which will include, without limitation, those executory contracts or unexpired leases set forth on Schedule I to the Plan and not removed from such schedule prior to the Effective Date.

8. Subject to entry of a final order, as set forth in the Plan and without amending or altering any prior order of the Court approving the assumption or rejection of any executory contracts and unexpired leases, entry of the Confirmation Order by the Court shall constitute approval of the assumptions and rejections, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Subject to entry of a final order, each executory contract and unexpired lease assumed pursuant to the Plan or by the Court shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms.

9. Subject to entry of a final order, the proposed Cure Amount for any executory contract or unexpired lease that is assumed pursuant to the Plan shall be zero dollars unless otherwise indicated in a schedule to be filed with the Court no later than seven (7) days prior to the date of the Voting Deadline, which may be as part of the Plan Supplement or another pleading filed by the Debtors (the “Cure Notice”). The Debtors shall provide for the Cure Notice to be sent to applicable contract and lease counterparties, together with procedures for objecting thereto and resolution of disputes by the Court.

10. The Rejection Schedule, if any, will be filed with the Court no later than 12:00 p.m. (ET) on December 22, 2017. Subject to entry of a final order, as set forth in the Plan, entry of the Confirmation Order by the Court shall constitute an order approving such rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date or as otherwise set forth in the Plan Supplement.

11. SUBJECT TO ENTRY OF A FINAL ORDER, ASSUMPTION OF ANY EXECUTORY CONTRACT OR UNEXPIRED LEASE PURSUANT TO THE PLAN OR OTHERWISE SHALL RESULT IN THE FULL RELEASE AND SATISFACTION OF ANY CLAIMS, OBLIGATIONS OR DEFAULTS, WHETHER MONETARY OR NONMONETARY, INCLUDING DEFAULTS OF PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION, FAILURE TO

COMPLY WITH OBLIGATIONS ARISING FROM PROVISIONS RESTRICTING THE CHANGE IN CONTROL OR OWNERSHIP INTEREST COMPOSITION OR OTHER BANKRUPTCY-RELATED DEFAULTS, ARISING UNDER ANY ASSUMED EXECUTORY CONTRACT OR UNEXPIRED LEASE AT ANY TIME BEFORE THE DATE THE DEBTORS OR THE REORGANIZED DEBTORS ASSUME SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE. SUBJECT TO ENTRY OF A FINAL ORDER, ANY PROOFS OF CLAIM FILED WITH RESPECT TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE THAT HAS BEEN ASSUMED SHALL BE DEEMED DISALLOWED AND EXPUNGED, WITHOUT FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE COURT.

12. **Objections to the Assumption or Rejection of Executory Contracts and Unexpired Leases and/or Cure Amount:** If you wish to object to the proposed assumption or rejection of your executory contract or unexpired lease or to the Cure Amount associated with your executory contract or unexpired lease (each a “Treatment Objection”), your Treatment Objection must: (a) be in writing; (b) conform to the applicable Federal Rules and the Local Rules; (c) set forth the name of the objecting party, the basis for the objection, and the specific grounds thereof and (iv) be filed with the Court and served on the Notice Parties so as to be received by January 10, 2018 (or such other date as may be provided in the applicable Cure Notice). Any counterparty to an assumed or rejected executory contract or unexpired lease that fails to make its Treatment Objection to the proposed assumption, rejection, or Cure Amount prior to the Executory Contract Objection Deadline (i) shall be deemed to have assented to such proposed assumption, rejection, or Cure Amount and shall be deemed to have forever released and waived such Treatment Objection and shall be precluded from being heard at the Confirmation Hearing with respect to such objection; (ii) shall be forever barred from asserting against any Reorganized Debtor, or its property, any default existing as of the Effective Date or any counterclaim, defense, setoff or any other interest asserted or assertable against the Debtors; and (iii) shall be forever barred from imposing or charging against any Reorganized Debtor any accelerations, increases or any other fees as a result of any assumption or, assumption or rejection pursuant to the Plan.

UNLESS A RESPONSE OR AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT.

III. Summary of the Plan¹

13. The following table summarizes, assuming an Effective Date of December 31, 2017, (i) the treatment of Claims and Equity Interests under the Plan, (ii) the status and voting rights of each Class and (iii) the estimated recoveries for each Class. The table is qualified in its entirety by reference to the full text of the Plan. The estimated recoveries are based upon certain

¹ The statements contained herein are summaries of the provisions contained in the Disclosure Statement and the Plan and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred to therein. For a more detailed description of the Plan, please refer to the Disclosure Statement. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

assumptions contained in the valuation analysis described in the Disclosure Statement and set forth in an exhibit thereto and are prior to any dilution under any management incentive plan.

Class	Claim or Equity Interest	Treatment	Status / Voting Rights	Approx. Percentage Recovery
1	Term Loan Claims	Pro Rata share of (a) the Term Lender Cash Consideration and (b) at least ninety-five and one-half percent (95.5%) of the New Common Equity in the form of Class A common stock in reorganized PubCo	Impaired / Entitled to Vote	39% – 46%
2	Other Secured Claims	Paid in full / Unimpaired and Reinstated	Unimpaired / Presumed to Accept	100%
3	General Unsecured Claims	Unaltered / Paid in full / Paid in agreed upon manner/ Reinstated	Unimpaired / Presumed to Accept	100%
4	TRA Claims	Pro Rata share, as compared to other Class 4 claim holders, of the Partnership Consideration to which PubCo is entitled on account of its equity interests in the Partnership in the form of equity, cash, or a mix of equity and cash	Impaired / Entitled to Vote	2% - 3%
5	Intercompany Claims	Adjusted / Continued / Contributed / Discharged	Unimpaired / Presumed to Accept	100%
6	Intercompany Interests	Reinstated	Unimpaired / Presumed to Accept	100%
7	Existing Partnership Interests	Pro Rata share of the Partnership Consideration in the form of (a) up to 4.5% of the New Common Equity in the form of Class A Common stock in reorganized PubCo (subject to certain limitations provided in the Plan), (b) the Partnership Cash Consideration or (c) a mix of equity and cash	Impaired / Entitled to Vote	N/A
8	Existing PubCo Interests	Cancelled	Impaired / Deemed to Reject	0%

IV. NOTICE REGARDING CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS IN THE PLAN.²

PLEASE BE ADVISED THAT ARTICLE X OF THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THOSE SET FORTH BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE X OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED. HOLDERS OF GENERAL UNSECURED CLAIMS WHO ARE UNIMPAIRED UNDER THE PLAN AND DO NOT TIMELY OBJECT TO THE RELEASES SET FORTH IN THE PLAN WILL BE DEEMED TO HAVE PROVIDED SUCH RELEASES.

RELEASES BY THE DEBTORS

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, EFFECTIVE AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, THE ADEQUACY OF WHICH IS BY THE PLAN CONFIRMED, THE DEBTORS AND THEIR ESTATES ARE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER, RELEASED AND

² The “Released Parties” means, collectively, in each case solely in their respective capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Non-Debtor Affiliates, (d) the TL Agent, (e) the Term Lenders, (f) the Existing Partnership Equityholders, (g) the New RCF Commitment Party, (h) the TRA Claimants, (i) the Existing PubCo Equityholders, to the extent they are Releasing Parties, and (j) each of the Related Parties of the Entities in the foregoing (a)-(g); provided, however, that any Holder of a Claim or Equity Interest that “opts out” of the releases provided in the Plan on its Ballot shall not be included in the definition of “Released Parties”.

The “Releasing Parties” means, collectively, in each case solely in their respective capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Non-Debtor Affiliates, (d) the TL Agent, (e) the Consenting Lenders, (f) the Consenting Members, (g) the TRA Claimants that do not opt out of granting the releases herein, (h) each of the Related Parties of the Entities in the foregoing (a)-(f) and (i) those Holders of Claims or Equity Interests (i) who vote to accept the Plan, (ii) who are Unimpaired under the Plan and do not timely object to the releases provided herein, (iii) whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not opt out of granting the releases herein, or (iv) who vote to reject the Plan but do not opt out of granting the releases herein.

The “Related Parties” means, with respect to an Entity, collectively, its direct and indirect affiliates, and its and its respective affiliates’ current and former equityholders, members, partners, subsidiaries, affiliates, funds, managers, managing members, officers, directors, employees, advisors, financial advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives (including their respective equityholders, members, partners, subsidiaries, affiliates, funds, managers, managing members, officers, directors, employees, advisors, financial advisors, principals, attorneys, professionals, accountants, investment bankers, consultants, agents, and other representatives, each in their capacity as such).

The “Exculpated Parties” means, (a) each Debtor, (b) each Released Party and (c) all current and former officers, directors, professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, managers, managing members, principals and other representatives of the Debtors in their capacity as such.

DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, EQUITY INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS, WHETHER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, WHETHER FOR TORT, FRAUD, CONTRACT, VIOLATIONS OF FEDERAL OR STATE LAWS OR OTHERWISE, INCLUDING AVOIDANCE ACTIONS, THOSE CAUSES OF ACTION BASED ON VEIL PIERCING OR ALTER-EGO THEORIES OF LIABILITY, CONTRIBUTION, INDEMNIFICATION, JOINT LIABILITY OR OTHERWISE THAT ANY SUCH DEBTOR OR ANY OF THE DEBTORS' ESTATES 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 RESTRUCTURING TRANSACTIONS, THE CHAPTER 11 CASES, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND EQUITY INTERESTS PRIOR TO OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, THE RSA, THE NEW RCF CREDIT AGREEMENT AND RELATED DOCUMENTS, THE NEW RCF COMMITMENT LETTER, THE NEW JGW GOVERNANCE DOCUMENTS, THE NEW SECURITIES AND RELATED DOCUMENTS OR ANY RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, THE PURSUIT OF CONFIRMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF THE NEW SECURITIES AND RELATED DOCUMENTS AND OTHER PROPERTY UNDER THE PLAN, UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR 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 ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; PROVIDED, HOWEVER, THAT THE FOREGOING PROVISIONS OF THIS RELEASE WILL NOT OPERATE TO WAIVE AND RELEASE (I) ANY CAUSES OF ACTION EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN AND (II) THE RIGHTS OF THE DEBTORS TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE RSA, THE NEW RCF CREDIT AGREEMENT, THE NEW RCF COMMITMENT LETTER, THE NEW JGW GOVERNANCE DOCUMENTS, THE NEW SECURITIES AND RELATED DOCUMENTS OR ANY RELATED AGREEMENTS, INSTRUMENTS, AND THE CONTRACTS, INSTRUMENTS, RELEASES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE PLAN OR ASSUMED OR REINSTATED PURSUANT TO THE PLAN OR FINAL ORDER OF THE BANKRUPTCY COURT.

RELEASES BY HOLDERS OF CLAIMS AND EQUITY INTERESTS

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, EFFECTIVE AS OF THE EFFECTIVE DATE AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE DEBTORS AND THEIR ESTATES AND THE RELEASED PARTIES, THE ADEQUACY OF WHICH IS BY THE PLAN CONFIRMED, THE RELEASING PARTIES ARE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND FOREVER, RELEASED AND DISCHARGED THE DEBTORS AND THEIR ESTATES AND THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, EQUITY INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF ANY DEBTOR OR ANY OF THE DEBTORS' ESTATES, WHETHER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, WHETHER FOR TORT, FRAUD, CONTRACT, VIOLATIONS OF FEDERAL OR STATE LAWS OR OTHERWISE, INCLUDING AVOIDANCE ACTIONS, THOSE CAUSES OF ACTION BASED ON VEIL PIERCING OR ALTER-EGO THEORIES OF LIABILITY, CONTRIBUTION, INDEMNIFICATION, JOINT LIABILITY OR OTHERWISE THAT ANY SUCH RELEASING PARTY 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 RESTRUCTURING TRANSACTIONS, THE CHAPTER 11 CASES, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR OR ANY RELEASED PARTY, ON ONE HAND, AND ANY RELEASING PARTY, ON THE OTHER HAND, THE RESTRUCTURING OF CLAIMS AND EQUITY INTERESTS PRIOR TO OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, THE RSA, THE NEW RCF CREDIT AGREEMENT AND RELATED DOCUMENTS, THE NEW RCF COMMITMENT LETTER, THE NEW JGW GOVERNANCE DOCUMENTS, THE NEW SECURITIES AND RELATED DOCUMENTS OR ANY RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, THE PURSUIT OF CONFIRMATION, THE ADMINISTRATION AND IMPLEMENTATION OF THE PLAN, THE DISTRIBUTION OF THE NEW SECURITIES AND RELATED DOCUMENTS AND OTHER PROPERTY UNDER THE PLAN, UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR 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 ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; PROVIDED, HOWEVER, THAT THE FOREGOING PROVISIONS OF THIS RELEASE WILL NOT OPERATE TO WAIVE AND RELEASE (I) ANY CAUSES OF ACTION EXPRESSLY SET FORTH

IN AND PRESERVED BY THE PLAN AND (II) THE RIGHTS OF THE RELEASING PARTIES TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE RSA, THE NEW RCF CREDIT AGREEMENT, THE NEW RCF COMMITMENT LETTER, THE NEW JGW GOVERNANCE DOCUMENTS, THE NEW SECURITIES AND RELATED DOCUMENTS OR ANY RELATED AGREEMENTS, INSTRUMENTS, AND THE CONTRACTS, INSTRUMENTS, RELEASES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THE PLAN OR ASSUMED OR REINSTATED PURSUANT TO THE PLAN OR FINAL ORDER OF THE BANKRUPTCY COURT.

EXCULPATION AND LIMITATION OF LIABILITY

The Exculpated Parties will neither have nor incur any liability to any Entity for any claims or Causes of Action arising before, on or after the Petition Date and prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to formulating, negotiating, preparing, filing, disseminating, implementing, administering, confirming or effecting the consummation of the Chapter 11 Cases, the Plan, the Plan Supplement, the Disclosure Statement, the RSA, the New RCF Commitment Letter, the New RCF Credit Agreement and related documents, the New JGW Governance Documents, the New Securities and Related Documents or any other contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement, or Confirmation or consummation of the Plan; provided, however, that the foregoing provisions will have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order of the Bankruptcy Court or other court of competent jurisdiction to have constituted fraud, gross negligence, or willful misconduct. Each Exculpated Party will be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan.

INJUNCTION

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, AS OF THE EFFECTIVE DATE, ALL PERSONS THAT HAVE HELD, CURRENTLY HOLD OR MAY HOLD A CLAIM THAT IS DISCHARGED OR AN EQUITY INTEREST THAT IS TERMINATED PURSUANT TO THE TERMS OF THE PLAN ARE PERMANENTLY ENJOINED AND PRECLUDED FROM TAKING ANY OF THE FOLLOWING ACTIONS ON ACCOUNT OF ANY SUCH DISCHARGED CLAIMS OR TERMINATED EQUITY INTERESTS OR RIGHTS: (I) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, WHETHER DIRECTLY, DERIVATIVELY OR OTHERWISE, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTION OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST ANY RELEASED PARTY (OR PROPERTY OR ESTATE OF ANY RELEASED PARTY) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION OR LIABILITIES, AGAINST THE

DEBTORS OR THE REORGANIZED DEBTORS OR THEIR RESPECTIVE PROPERTY; (II) ENFORCING, ATTACHING, COLLECTING OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST THE DEBTORS OR THE REORGANIZED DEBTORS OR THEIR RESPECTIVE PROPERTY ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES; (III) CREATING, PERFECTING OR ENFORCING ANY LIEN, CLAIM OR ENCUMBRANCE AGAINST THE DEBTORS OR THE REORGANIZED DEBTORS OR THEIR RESPECTIVE PROPERTY ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES; (IV) ASSERTING A SETOFF, RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY OR OBLIGATION DUE TO THE DEBTORS OR THE REORGANIZED DEBTORS OR THEIR RESPECTIVE PROPERTY, PROVIDED, THAT ANY RIGHTS OF SETOFF AND RECOUPMENT OF ANY ENTITY OR PERSON ARE PRESERVED FOR THE PURPOSE OF ASSERTING SUCH RIGHTS AS A DEFENSE TO ANY CLAIMS OR CAUSES OF ACTION OF THE DEBTORS OR THEIR ESTATES REGARDLESS OF WHETHER SUCH ENTITY OR PERSON IS THE HOLDER OF AN ALLOWED CLAIM; AND (V) COMMENCING OR CONTINUING ANY ACTION, ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES RELEASED SETTLED OR COMPROMISED PURSUANT TO THE PLAN, THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN.

Dated: Wilmington, Delaware
December 13, 2017

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