

EXHIBIT 1

Plan Support Agreement

AMENDED AND RESTATED PLAN SUPPORT AGREEMENT

This **AMENDED AND RESTATED PLAN SUPPORT AGREEMENT** (together with all exhibits and attachments hereto, as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, this "**Agreement**"), dated as of August 25, 2015, is entered into, on their own behalf and not on behalf of any other party (except as noted with respect to Signal International Incorporated), by and among (a) Signal International, Inc. ("**SI Inc.**"), on behalf of itself and its direct and indirect subsidiaries (collectively, the "**Company**"); (b) the Teachers' Retirement System of Alabama (the "**TRSA**") and the Employees' Retirement System of Alabama (the "**ERSA**") and together with the TRSA, the "**RSA**"); (c) the Litigation Claimants (as defined below) signatories hereto (the "**Supporting Litigation Claimants**"), and (d) the Official Committee of Unsecured Creditors (the "**Committee**") appointed in the Chapter 11 Cases (defined below).

The Company, the RSA, the Supporting Litigation Claimants, the Committee and any subsequent person or entity that becomes a party hereto in accordance with the terms hereof are referred to herein as the "**Parties**" and individually as a "**Party**." The RSA, Supporting Litigation Claimants, and the Committee are collectively referred to herein as the "**Supporting Parties**". For the avoidance of any doubt, each of the undersigned counsel for the Supporting Litigation Claimants has executed this Agreement solely on behalf of the Supporting Litigation Claimants and not in its own capacity. The undersigned counsel is not, and shall not be deemed to be, a Party and shall not have any obligation under this Agreement. Any obligations of the Supporting Litigation Claimants under this Agreement are those of the Supporting Litigation Claimants.

Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Plan Term Sheet (as defined below). Notwithstanding anything herein to the contrary, this Agreement shall not be binding upon the Company until the PSA Order (as defined below) is entered. Votes on a plan shall not be solicited from any of the Supporting Parties until a Disclosure Statement (as defined below) is approved by the Bankruptcy Court (as defined below).

PRELIMINARY STATEMENTS

WHEREAS, as of the date hereof, the RSA (in such capacity, the "**Secured Lenders**") owns or controls, in the aggregate, 100% of the amounts outstanding (the "**First Lien Debt**") under that certain Credit Agreement, dated as of January 31, 2014, (as amended and restated, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") by and among SI Inc., as borrower, Signal International, LLC ("**SI LLC**"), Signal Ship Repair, LLC ("**SSR**"), Signal International Texas GP, LLC ("**SI GP**") and Signal International Texas, L.P. ("**SI Texas**"), as guarantors, the Secured Lenders party thereto, and the Administrative Agent (as defined below);

WHEREAS, the TRSA, as administrative agent under the Credit Agreement (in such capacity, the "**Administrative Agent**"), has agreed to (i) consent to the Company's post-petition use of its cash collateral and (ii) provide post-petition DIP financing in the approximate aggregate principal amount of \$91 million (consisting of a roll-up of the entire First Lien Debt plus \$20 million of new money) (the "**DIP Facility**");

WHEREAS, there are approximately 475 former employees and recruits (together with any and all similarly situated plaintiffs, the "**H-2B Workers**") of the Company hired and/or recruited

through the United States H-2B immigration program who, along with the Equal Employment Opportunity Commission, have asserted or may assert certain legal and equitable claims against the Company which claims the Company denies;

WHEREAS, certain of the H-2B Workers and the Equal Employment Opportunity Commission (together with any H-2B Workers that assert subsequent claims, the "Litigation Claimants") have commenced litigation currently pending against the Company and, on May 11, 2015, five of those Litigation Claimants obtained judgment against the Company in the amount of \$12,258,600 (plus pre-judgment interest and post-judgment interest, fees costs and expenses) in *David v. Signal International LLC* (Case No. 08-1220) in the United States District Court for the Eastern District of Louisiana;

WHEREAS, the Supporting Litigation Claimants have threatened on behalf of themselves certain legal and equitable actions against the Company, certain representatives of the Company, and the RSA (as Secured Lenders);

WHEREAS, prior to the Petition Date (defined below), the Company, the RSA, and the Supporting Litigation Claimants engaged in negotiations in an effort to settle all issues and claims among themselves (the "Settlement") and to implement a financial restructuring (the "Restructuring") of the Company, each consistent with the terms and conditions set forth in an original Plan Support Agreement dated July 12, 2015, and in the term sheet attached thereto as Exhibit A (the "Original Plan Support Agreement");

WHEREAS, on July 12, 2015 (the "Petition Date"), following the execution of the Original Plan Support Agreement by the Company, the RSA, and the Supporting Litigation Claimants, the Company commenced voluntary cases (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, the Original Plan Support Agreement has been previously amended to revise certain deadlines set forth therein;

WHEREAS, subsequent to the Petition Date, the Company, the RSA, and the Supporting Litigation Claimants engaged in discussions with the Committee regarding certain informal objections (the "Informal Objections") that the Committee raised regarding the: (x) *Debtors' Motion for Interim and Final Orders (i) Authorizing Postpetition Financing, (ii) Granting Liens and Providing Superpriority Administrative Expense Claims, (iii) Authorizing Use of Cash Collateral, (iv) Granting Adequate Protection to Prepetition, (v) Modifying the Automatic Stay and (vi) Scheduling a Final Hearing [D.I. 11]; (y) Debtors' Motion for Entry of an Order Authorizing the Debtors to Assume the Plan Support Agreement [D.I. 112], and (z) Debtors' Motion for Entry of: (i) an Order (a) Approving Sales and Bidding Procedures in Connection with Sale of Assets of the Debtors, (b) Approving Bid Protections, (c) Approving Form and Manner of Notice, (d) Scheduling the Auction and Sale Hearing, (e) Authorizing Procedures Governing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (f) Granting Related Relief; and (ii) an Order (a) Approving Purchase Agreement, (b) Authorizing Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and (c) Granting Related Relief [D.I. 120];*

WHEREAS, in order to resolve the Informal Objections, the Supporting Parties agreed to, among other things, certain revisions to the Original Plan Support Agreement, as set forth in this Agreement and Plan Term Sheet attached hereto as Exhibit A;

WHEREAS, in order to implement the Settlement and Restructuring, the Company has agreed, on the terms and conditions set forth herein, to use reasonable best efforts to consummate the Settlement and Restructuring through the Plan (as defined below);

WHEREAS, the RSA and the Supporting Litigation Claimants are prepared to commit, on the terms and subject to the conditions of this Agreement, and to the extent legally permissible, to, if and when solicited in accordance with applicable bankruptcy law, vote to accept the Plan and support its confirmation;

WHEREAS, the Committee is prepared to commit, on the terms and subject to the conditions of this Agreement, and to the extent legally permissible, to recommend that holders of Claims against the Debtors vote to accept the Plan, and support its confirmation;

WHEREAS, the Plan Term Sheet is the product of arm's-length, good-faith negotiations among the Parties and their respective professionals and sets forth the material terms and conditions of the Settlement and Restructuring, as supplemented by the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Plan Term Sheet.** The principal terms and conditions of the Settlement and Restructuring are set forth in the Plan Term Sheet and shall be incorporated by the Company in the Plan.
2. **Certain Definitions.** As used in this Agreement, the following terms have the following meanings:
 - (a) "Alternative Transaction" means any plan, proposal or offer of dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets or restructuring of the Company, other than as described herein and in the Plan Term Sheet.
 - (b) "Claims" means all claims as such term is defined in section 101(5) of the Bankruptcy Code, and individually referred to as a "Claim."
 - (c) "Confirmation Order" means an order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.
 - (d) "Disclosure Statement" means the disclosure statement for the Plan, as amended, supplemented or otherwise modified from time to time subject to the terms of this Agreement, that is prepared and distributed in accordance with, among other things, sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Rule 3018 of the Federal Rules of Bankruptcy Procedure and other applicable law.
 - (e) "Disclosure Statement Order" means an order of the Bankruptcy Court approving the Disclosure Statement and the Solicitation, which order shall be materially consistent with this Agreement.
 - (f) "Effective Date" means the effective date of the confirmed Plan.

(g) "First Lien Debt" means any and all Claims arising under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

(h) "H-2B Claims" means any and all legal or equitable Claims or causes of action of any nature or description whatsoever, whether known or unknown, and whether the same have previously been asserted, could previously have been asserted, or could in the future be asserted by or on behalf of any H-2B Worker against the Company or RSA.

(i) "Plan" means the chapter 11 plan for the Company, as amended, supplemented or otherwise modified from time to time subject to, and consistent in all material respects with, the terms of this Agreement and the Plan Term Sheet, that is prepared and distributed in accordance with, among other things, sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Rule 3018 of the Federal Rules of Bankruptcy Procedure and other applicable law.

(j) "Plan Documents" means the Plan, the Disclosure Statement, the Disclosure Statement Order, the related solicitation materials, the Confirmation Order, the PSA Assumption Motion, the PSA Order, and each other agreement, instrument, pleading, order or certificate or other related document utilized to implement the Plan, including any exhibits, amendments, modifications or supplements made from time to time thereto but in each case excluding the Plan Supplement Documents (as defined below).

(k) "Plan Supplement Documents" means the Plan Supplement (as defined in the Plan), and such other definitive documentation relating to the Company as is necessary to consummate the Restructuring and the transactions contemplated hereby or thereby.

(l) "Plan Support Effective Date" means the date upon which this Agreement becomes effective and binding on the Parties in accordance with the provisions of Section 13 hereof.

(m) "Plan Support Period" means the period commencing on the Plan Support Effective Date and ending on the earlier of (i) the Effective Date and (ii) the date on which this Agreement is terminated in accordance with Section 8 hereof.

(n) "PSA Assumption Motion" means the motion and proposed form of order to be filed by the Company with the Bankruptcy Court within five (5) business days after the Petition Date seeking the approval and assumption of this Agreement pursuant to section 365 of the Bankruptcy Code and granting related relief.

(o) "PSA Order" means an order of the Bankruptcy Court approving the PSA Assumption Motion.

(p) "Requisite H-2B Workers" means (i) a majority in number of the H-2B Workers voting on the Plan and (ii) two-thirds (2/3) of the aggregate amount of the H-2B Claims voting on the Plan.

(q) "Restructuring Documents" means the Plan Documents, the motions and orders, the Plan Supplement Documents, and each other agreement, instrument, pleading, order, instrument or certificate or other related document utilized to implement the Restructuring, or the transactions contemplated hereby or thereby, and to obtain confirmation of the Plan.

(r) "RSA's Advisors" means (i) Burr & Forman LLP, as legal counsel to the RSA, (ii) Morris, Nichols, Arsht & Tunnell LLP, as Delaware legal counsel to the RSA, and (iii) Houlihan Lokey Capital, as financial advisor to the RSA.

(s) "Solicitation" means the solicitation of votes in connection with the Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code.

(t) "Termination Events" means the events of termination listed in section 8 hereof, with each event individually referred to herein as a "Termination Event".

(u) "Westport Loan" has the meaning set forth in the Plan Term Sheet.

3. Condition Precedent. It is a condition precedent to the effectiveness of this Agreement that there is no payment default under the Westport Loan (determined without giving effect to any alleged waiver by the Company or any other party), without giving effect to any alleged waiver by the Company or any other party, as of the Petition Date (which condition may be waived by the Supporting Litigation Claimants in their sole discretion). If this condition is not satisfied, this Agreement shall be void and of no effect.

4. Means for Effectuating the Settlement and Restructuring. The Company shall seek to effectuate the Settlement and Restructuring through the confirmation and consummation of the Plan in accordance with this Agreement and the Plan Term Sheet.

5. Preparation of Restructuring Documents. The Company shall, in consultation with the RSA's Advisors and the Supporting Litigation Claimants through their advisors, prepare all of the Restructuring Documents necessary for the Company to obtain confirmation and consummation of the Plan in a form reasonably acceptable to the RSA, the Supporting Litigation Claimants through their advisors, and the Committee, provided any Plan shall provide the Company and RSA with a full release of all H-2B Claims, including any and all derivative claims by the Equal Employment Opportunity Commission.

6. Agreements of the Company.

(a) Affirmative Covenants. The Company, jointly and severally, agrees that for the duration of the Plan Support Period, subject to the terms and conditions hereof (including, without limitation, the Fiduciary Out provided for in Section 25 of this Agreement) and except as otherwise consented to in writing by the RSA, the Supporting Litigation Claimants, and the Committee, the Company shall do, and shall cause to be done, the following:

(i) (A) complete the preparation, as soon as reasonably practicable after the Plan Support Effective Date, of each of the Plan, the Disclosure Statement and the other Restructuring Documents (including, without limitation, all motions, applications, orders, agreements and other documents, each of which, for the avoidance of doubt, shall contain terms and conditions materially consistent with this Agreement and acceptable to the Supporting Parties), (B) provide the Restructuring Documents or any documents relating to post-petition financing or cash collateral to, and afford reasonable opportunity of comment and review of such documents by, the RSA's Advisors, the Supporting Litigation Claimants through their advisors, and counsel to the Committee, no less than three (3) business days in advance of any filing, execution, distribution or use (as applicable) thereof and (C) consult with the RSA's Advisors, the Supporting Litigation Claimants through their advisors, and the Committee in good faith and with reasonable and ample notice regarding the form and substance of any of such documents in advance of the filing, execution, distribution or use (as applicable) thereof;

(ii) file the Plan and Disclosure Statement with the Bankruptcy Court by September 4, 2015;

(iii) prepare and file with the Bankruptcy Court statements of financial affairs and required schedules under chapter 11 of the Bankruptcy Code for the Company no later than August 11, 2015;

(iv) (A) support, and take all reasonable actions necessary to facilitate, the implementation and consummation of the Settlement and Restructuring (including, but not limited to, the timely

preparation, filing and approval of the Restructuring Documents, the Solicitation and confirmation of the Plan and the consummation of the Restructuring) in accordance with this Agreement; (B) take all reasonable actions necessary to oppose in good faith any objection to the Settlement, the Restructuring, and/or the Restructuring Documents; and (C) not take any action that is inconsistent with, or that would be reasonably expected to prevent, interfere with, delay or impede the implementation or consummation of the Settlement and Restructuring;

(v) obtain final approval of the DIP financing by the Bankruptcy Court as soon as reasonably practicable but in no event later than September 10, 2015;

(vi) obtain entry of the PSA Order by the Bankruptcy Court as soon as reasonably practicable but in no event later than the earlier of (a) the date of entry of an order by the Bankruptcy Court granting final relief with respect to the DIP Facility; or (b) September 1, 2015;

(vii) obtain entry of the Bid Procedures Order by the Bankruptcy Court no later than September 1, 2015, which Bid Procedures Order must contain a requirement that, in order to participate in the Auction, each bidder must agree to abide by the terms of the Westport Participation Agreement (as defined in the Plan Term Sheet);

(viii) obtain entry of the Disclosure Statement Order no later than October 9, 2015;

(ix) commence Solicitation no later than 5 business days after entry of the Disclosure Statement Order by the Bankruptcy Court;

(x) hold the Auction no later than October 23, 2015;

(xi) obtain entry of the Sale Approval Order and Confirmation Order by the Bankruptcy Court no later than November 24, 2015;

(xii) the effective date of the Plan and the closing on the sale shall have occurred no later than 20 days after the Bankruptcy Court's entry of the Confirmation Order;

(xiii) prior to the Confirmation Hearing, commence avoidance actions against Max Specialty Insurance Company to avoid any avoidable liens;

(xiv) timely file a formal written objection to and contest in good faith any motion filed with the Bankruptcy Court by any party seeking the entry of an order (A) directing the appointment of an examiner with expanded powers or a trustee, (B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or (C) dismissing the Chapter 11 Cases;

(xv) timely file a formal written objection to and contest in good faith any motion filed with the Bankruptcy Court by any party seeking the entry of an order modifying or terminating the Company's exclusive right to file and/or solicit acceptances of a chapter 11 plan;

(xvi) (A) support and take any and all actions necessary, appropriate or reasonably requested by the Supporting Parties to facilitate the Settlement and Restructuring, including the solicitation, confirmation, and consummation of the Plan, (B) not take any action that is inconsistent with, or that would delay or impede the Restructuring, including, without limitation, Solicitation, confirmation, or consummation of the Plan and (C) perform its obligations under this Agreement in accordance with its terms and as set forth in the Plan;

(xvii) operate the business of the Company in the ordinary course (giving effect to the existence of the Chapter 11 Cases);

(xviii) keep the Supporting Parties regularly informed about the operations of the Company and the status of the Westport Loan and provide the Supporting Parties any information that is reasonably requested regarding the Company or the Westport Loan (including all reports, compliance certificates, and any other documents or information required to be delivered pursuant to the terms of the Westport Documents);

(xix) promptly notify the Supporting Parties in writing of any governmental or third party complaints, litigations, investigations, or hearings (or communications indicating that the same may be contemplated or threatened) against the Company or of any related correspondence received;

(xx) comply in all material respects with applicable laws (including making or obtaining all required consents and/or appropriate filings or registrations with, notifications to, or authorizations, consents or approvals of any regulatory or governmental authority, and paying all taxes as they become due and payable);

(xxi) maintain the good standing (or equivalent status under the laws of its incorporation or organization) under the laws of the state or other jurisdiction of the Company and the Company's affiliates in which they are incorporated or organized; and

(xxii) use reasonable best efforts to obtain any and all required governmental, regulatory and/or third party approvals necessary or required for the implementation or consummation of the Restructuring or the approval by the Bankruptcy Court of the Restructuring Documents.

(b) Negative Covenants. The Company agrees that for the duration of the Plan Support Period, subject to the terms and conditions hereof (including, without limitation, the Fiduciary Out provided for in Section 25 of this Agreement) and except as otherwise consented to in writing by the RSA, the Supporting Litigation Claimants, and the Committee, the Company shall not, directly or indirectly, do or permit to occur any of the following:

(i) seek, solicit, propose, support, make an agreement to, or take steps or actions that are reasonably likely or intended to result in the submission of an Alternative Transaction, including without limitation, the dismissal or conversion of the Chapter 11 Cases;

(ii) modify the Plan, in whole or in part, in a manner that is inconsistent with any material aspect of this Agreement;

(iii) withdraw or revoke the Plan or publicly announce its intention not to pursue the Plan;

(iv) take any action or file any motion, pleading or other Restructuring Document with the Bankruptcy Court (including any modifications or amendments thereof) that is inconsistent with any material aspect of this Agreement, the Plan Term Sheet or any other Restructuring Document and is not otherwise reasonably satisfactory in all respects to the RSA, the Supporting Litigation Claimants through their advisors, and the Committee;

(v) commence an avoidance action or other legal proceeding that challenges the validity, enforceability, or priority of the First Lien Debt and/or the H-2B Claims;

(vi) other than as required by this Agreement or the Plan, amend their respective certificates or articles of incorporation, bylaws or comparable organizational documents;

(vii) (A) merge with or into, or consolidate or amalgamate with, any other person, (B) permit any other person to merge with or into, or consolidate or amalgamate with, it, or (C) purchase, lease or otherwise acquire (in one transaction or a series of transactions) all or any substantial part of the assets of any other person;

(viii) change materially their respective financial or tax accounting methods, except insofar as may be required by a change in generally accepted accounting principles in the U.S. or applicable law, or revalue any of its material assets;

(ix) (A) hire, after the date hereof, any officer, (B) enter into, adopt or amend any employment agreements or 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 of the Company;

(x) pay any post-petition trade payable or other post-petition expense prior to the date such trade payable or expense is due and payable, except to the extent in the ordinary course of business consistent with past practice;

(xi) incur or suffer to exist any indebtedness or any guarantee of any indebtedness of any person, except (A) indebtedness and guarantees existing and outstanding immediately prior to the date hereof and (B) trade payables, and liabilities arising and incurred in the ordinary course of business consistent with past practices;

(xii) (A) purchase or acquire any indebtedness, debt securities or equity securities of any person, or (B) make any loans or advances to, or investments in, any person, other than in the ordinary course of business;

(xiii) incur any liens or security interests, except any liens or security interests or otherwise arising by operation of law in the ordinary course of business; or

(xiv) pursue, consent to, or encourage any claim or cause of action against the Supporting Litigation Claimants, the RSA or their respective representatives.

(c) Automatic Stay. The RSA and the Supporting Litigation Claimants are authorized to take any actions necessary to effectuate the termination of this Agreement in accordance with its terms notwithstanding section 362 of the Bankruptcy Code or any other applicable law and no cure period contained in this Agreement shall be extended pursuant to sections 105, 108 or 365 of the Bankruptcy Code or any other applicable law without the prior written consent of the RSA and the Supporting Litigation Claimants through their advisors.

7. Agreements of the Supporting Parties.

(a) Support of Settlement and Restructuring. Each of the Supporting Parties agrees that, for the duration of the Plan Support Period, subject to the terms and conditions hereof, such Supporting Party shall:

(i) support, and take all reasonable actions necessary to facilitate the implementation and consummation of, the Restructuring (including, but not limited to, the Company's entry into a commitment or agreement with respect to debtor-in-possession financing or the use of cash collateral, the

Bankruptcy Court's approval of the Restructuring Documents, the Solicitation and confirmation of the Plan and the consummation of the Restructuring pursuant to the Plan so long as each of the foregoing is not inconsistent with this Agreement); provided, however, that the Supporting Litigation Claimants shall not be required to take any affirmative action under this Agreement or any provision thereof other than to vote in favor of the Plan as described in clause 7(a)(ii) below or vote against an Alternative Transaction as described in clause 7(a)(iv) below;

(ii) (A) subject to the receipt by the Supporting Parties, as applicable, of the Disclosure Statement approved by the Disclosure Statement Order, timely vote, or cause to be voted, as applicable, Claims to accept the Plan by delivering duly executed and completed ballots accepting the Plan on a timely basis following commencement of the Solicitation, pursuant to the terms of the Disclosure Statement Order and not opt out of or object to the releases provided for in the Plan, and (B) not change or withdraw such votes (or cause or direct such votes to be changed or withdrawn).

(iii) with respect to the Committee, recommend that holders of Claims vote to accept the Plan on a timely basis following commencement of the Solicitation and otherwise support confirmation of the Plan;

(iv) not (A) directly or indirectly seek, propose, support, assist, solicit, or vote for any Alternative Transaction, (B) support or encourage the termination or modification of the Company's exclusive period for the filing of a chapter 11 plan or the Company's exclusive period to solicit a chapter 11 plan, or (C) take any other action, including but not limited to initiating any legal proceedings or enforcing rights as a holder of Claims, that is inconsistent with this Agreement or the Restructuring Documents, or that would prevent, interfere with, delay or impede the implementation or consummation of the Restructuring (including, but not limited to, the Bankruptcy Court's approval of the Restructuring Documents, the Solicitation and confirmation of the Plan and the consummation of the Restructuring pursuant to the Plan); and

(v) subject to the receipt of a disclosure statement and other solicitation materials approved by the Bankruptcy Court pursuant to Section 1125 of the Bankruptcy Code, the RSA and the Supporting Litigation Claimants shall timely vote or cause to be voted their Claims against any Alternative Transaction;

provided, however, that, except for legal fees incurred in furtherance of seeking approval and enforcement of this Agreement, nothing in this Section 7(a) shall require any Supporting Party to incur any expenses (other than *de minimis*), liabilities or other obligations, or agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in expenses (other than *de minimis*), liabilities or other obligations to any such Supporting Party; provided further, that under no circumstance shall the RSA, the Supporting Litigation Claimants, or the Committee be obligated to support or be prohibited from objecting to any Plan, Restructuring Documents, settlement, or any other aspect of the Chapter 11 Cases which does not fully dispose of all H-2B Claims to the RSA's, Supporting Litigation Claimants', or Committee's reasonable satisfaction, as applicable; and, provided further, notwithstanding anything to the contrary herein, nothing in this Agreement shall require any member of the Committee to take any action, or to refrain from taking any action, to the extent that taking such action or refraining from taking such action would be inconsistent with such Committee member's fiduciary obligations under applicable law.

(b) Rights of Supporting Parties Unaffected. Nothing contained herein shall limit (i)(A) the ability of any of the Supporting Parties to consult with other Supporting Parties or the Company or advisors or (B) the rights of the Supporting Parties under any applicable bankruptcy, insolvency, foreclosure or similar proceeding, including, without limitation, appearing as a party in interest in any matter to be adjudicated

in order to be heard concerning any matter arising in the Chapter 11 Cases, in each case, so long as such consultation or appearance is not inconsistent with the Supporting Parties' obligations hereunder or under the terms of the Plan and is not intended or reasonably likely to materially delay or prevent confirmation or the consummation of the Restructuring (including, but not limited to, the Bankruptcy Court's approval of the Restructuring Documents, the Solicitation and confirmation of the Plan); (ii) limit the ability of the Secured Lenders to enter into any transactions in connection with the First Lien Debt, subject to the terms hereof; or (iii) any right of the Secured Lenders under (x) the Credit Agreement and (y) any other applicable agreement, instrument or document that gives rise to a Claim of the Secured Lenders.

(c) Additional Claims. To the extent any Supporting Party, as applicable, (i) acquires additional Claims, or (ii) holds or acquires any other claims against or equity interests in the Company, such Supporting Party agrees that any such Claims, or other claims or equity interests shall be subject to this Agreement including the obligations with respect to Claims set forth in Section 7(a) hereof. For the avoidance of doubt, if any Supporting Party transfers or assigns any claims against or equity interests in the Company, this Agreement shall be binding on such transferee or assignee in all respects as if a Supporting Party to this Agreement.

8. Termination of Agreement

(a) Supporting Parties' Termination Events. Upon written notice from a Supporting Party delivered in accordance with Section 22 hereof (with a copy of such written notice delivered to all Parties), at any time (X) after the receipt by a Supporting Party of a Fiduciary Out Notice or (Y) the occurrence of, and during the continuation of, any of the following events, in each case, unless waived in writing by the Supporting Party (each, a "Supporting Party Termination Event"), the respective Supporting Party may terminate this Agreement with respect to all Parties, and no failure or delay by the Supporting Party in exercising its right to terminate this Agreement shall operate as a waiver thereof or limit in any way such termination right:

(i) the breach in any material respect by the Company of any of its obligations, undertakings, representations, warranties or covenants of the Company set forth in this Agreement, including under Sections 6(a), 6(b) or 11 of this Agreement, and such breach remains uncured for a period of three (3) business days from the receipt of written notice of such breach from the Supporting Party;

(ii) at 5:00 p.m. prevailing Eastern Time on the first business day after the failure of the Company to satisfy any of the milestones set forth in Subsections (ii), (vi), (vii), (viii), (ix), or (x) of Section 6(a) hereof, provided that such failure is not the result of a material breach by any of the Supporting Party of the terms of this Agreement; and provided further, that the Company shall have three (3) business days from receipt of a written notice from a Supporting Party to cure the failure to satisfy such milestones in a manner that does not prevent or diminish in a material way compliance with the terms of this Agreement;

(iii) the issuance by any governmental authority, including any regulatory authority, or court of competent jurisdiction, of any ruling, judgment or order preventing the consummation of a material portion of the Restructuring;

(iv) the Plan is amended or otherwise modified so as to be inconsistent with this Agreement or modified so as to have a material impact on a Supporting Party;

(v) the Bankruptcy Court grants relief that is materially inconsistent with this Agreement or the Plan (in each case, with such amendments and modifications as have been effected in accordance with the terms hereof);

(vi) the Bankruptcy Court enters an order (A) directing the appointment of an examiner with expanded powers or a chapter 11 trustee, (B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing the Chapter 11 Cases, (D) terminating exclusivity under section 1121 of the Bankruptcy Code, (E) making a finding of fraud, dishonesty or misconduct by any executive, manager, officer or director of the Company, regarding or relating to the Company;

(vii) upon the withdrawal, waiver, amendment or modification by the Company of the Plan or any of the Restructuring Documents or the filing of a pleading seeking to withdraw, waive, amend or modify any term or condition of the Plan or any of the Restructuring Documents, which withdrawal, waiver, amendment, modification or filing is materially inconsistent with this Agreement, the Plan or the Restructuring Documents (in each case, as this Agreement, Plan and the Restructuring Documents may be amended from time to time in accordance with the terms hereof) or is materially adverse to the RSA, the Supporting Litigation Claimants, or the Committee, or, if the Company files any motion or pleading with the Bankruptcy Court that is not consistent with this Agreement, the Plan or the Restructuring Documents (in each case, as this Agreement, the Plan or the Restructuring Documents may be amended from time to time in accordance with the terms hereof) in a material substantive respect, and such motion or pleading has not been withdrawn prior to the earlier of (A) three (3) business days after the Company receives written notice from the RSA, the Supporting Litigation Claimants, or the Committee that such motion or pleading is inconsistent with this Agreement or the Restructuring Documents, as applicable and (B) the entry of an order of the Bankruptcy Court approving such motion;

(viii) the Company seeks, solicits, proposes, supports, or makes an agreement to, or takes steps or actions that are reasonably likely or intended to result in the submission of an Alternative Transaction;

(ix) the failure to satisfy any material condition to effectiveness set forth in the Plan by the deadlines set forth in such Plan, except as such conditions may be waived by the Company and the Supporting Parties;

(x) a payment default under the Westport Loan (determined without giving effect to any alleged waiver by the Company or any other party) (which occurrence or continuance, as the case may be, is a Supporting Party Termination Event solely with respect to the Supporting Litigation Claimants and may be waived by the Supporting Litigation Claimants in their sole discretion);

(xi) the denial of either interim or final authority for DIP financing from the RSA, denial of the PSA Order, the Bid Procedures Order, the Disclosure Statement Order, Sale Approval Order, or Confirmation Order; and

(xii) the occurrence of any Event of Default under, and as defined in, the DIP Facility.

Notwithstanding the above, upon written notice delivered in accordance with Section 22 to all of the Parties either (x) the RSA, (y) the Supporting Litigation Claimants, or (z) the Committee may terminate this Agreement as to themselves upon the occurrence of the events in Sections 8(a)(ii) or if any of the Plan Documents, motions and orders, the Plan Supplement Documents and the other Restructuring Documents is not materially consistent with the treatment of such Party as set forth in this Agreement, the Plan or the Disclosure Statement. Moreover, upon written notice delivered in accordance with Section 22 to all of the Parties, the RSA, the Supporting Litigation Claimants, or the Committee, as applicable, may terminate this Agreement upon the filing by the Company of a motion to convert or dismiss the Chapter 11 Cases or the assertion of any claims against the RSA or the Supporting Litigation Claimants, as applicable. The termination by the RSA, the Supporting Litigation Claimants, or the Committee as

contemplated in this paragraph, shall be a Supporting Party Termination Event and the Supporting Party shall have a right to terminate this Agreement with respect to all Parties.

(b) Company Termination Events. The Company may terminate this Agreement as to all Parties, upon written notice (the "Company Termination Notice") delivered in accordance with Section 22 hereof, upon the occurrence of any of the following events, unless waived in writing by the Company:

(i) the breach in any material respect by the RSA, the Supporting Litigation Claimants, or the Committee of any of the covenants, obligations, representations or warranties under this Agreement, which breach remains uncured for a period of three (3) business days from the receipt of the Company Termination Notice;

(ii) the failure of the Requisite H-2B Workers to affirmatively vote in favor of the Plan;

(iii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment or order enjoining the consummation of a material portion of the Restructuring;

(iv) the entry by the Bankruptcy Court of an order (A) directing the appointment of an examiner with expanded powers or a chapter 11 trustee, (B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (C) dismissing the Chapter 11 Cases;

(v) the failure to confirm the Plan due to the failure of the class of the H-2B Workers to meet the requirements set forth in section 1126(c) of the Bankruptcy Code or due to the Bankruptcy Court otherwise denying confirmation of the Plan; or

(vi) the entry of a final, non-appealable judgment or order declaring this Agreement or any material portion hereof to be unenforceable or preventing consummation of the Plan or the Restructuring or any material portion thereof by any governmental authority, including the Bankruptcy Court, or any other regulatory authority or court of competent jurisdiction.

(c) Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among the Company, the RSA, the Supporting Litigation Claimants, and the Committee.

(d) Effect of Termination. Upon the termination of this Agreement in accordance with this Section 8, and except as provided in Section 16 herein, this Agreement shall forthwith become void and of no further force or effect and each Party shall, except as otherwise expressly provided in this Agreement, be immediately released from its liabilities, obligations, commitments, undertakings and agreements under or related to this Agreement and shall have all the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement, including all rights and remedies available to it under applicable law, the Credit Agreement and any ancillary documents or agreements thereto; provided, however, that in no event shall any such termination relieve a Party hereto from (i) liability for its breach or non-performance of its obligations hereunder prior to the date of such termination and (ii) obligations under this Agreement which by their terms expressly survive termination of this Agreement. Notwithstanding anything to the contrary herein, any of the Termination Events may be waived in accordance with the procedures established by Section 12 hereof, in which case the Termination Event so waived shall be deemed not to have occurred, this Agreement shall be deemed to continue in full force and effect, and the rights and obligations of the Parties hereto shall be restored, subject to any modification set forth in such waiver. If this Agreement has been terminated in accordance with this

Agreement at a time when permission of the Bankruptcy Court shall be required for a Supporting Party to change or withdraw (or cause to change or withdraw) its vote, as applicable, to accept the Plan, the Company shall not oppose any attempt by such Supporting Party to change or withdraw (or cause to change or withdraw) such vote at such time.

9. Good Faith Cooperation; Further Assurances; Acknowledgement.

The Parties shall cooperate with each other in good faith and shall coordinate their activities (to the extent practicable and subject to the terms hereof) in respect of (a) all matters concerning the implementation of the Settlement and Restructuring and (b) the pursuit and support of the Settlement and Restructuring (including confirmation of the Plan). Furthermore, subject to the terms hereof, each of the Parties shall take such action as may be reasonably necessary and appropriate to carry out the purposes and intent of this Agreement, including making and filing any required governmental or regulatory filings and voting any claims against or securities of the Company in favor of the Plan (provided that, except for legal fees incurred in furtherance of seeking approval and enforcement of this Agreement, none of the Supporting Parties shall be required to incur any expenses, liabilities or other obligations in connection therewith other than *de minimis*), and shall refrain from taking any action that would frustrate the purposes and intent of this Agreement. This Agreement is not, and shall not be deemed, a solicitation for consents of a chapter 11 plan or reorganization or a solicitation to tender or exchange any securities. The acceptance of the Plan by the Supporting Parties, as applicable, will not be solicited until the Supporting Parties have received the Disclosure Statement and related ballot(s), as approved by the Bankruptcy Court.

10. Restructuring Documents.

Each Party hereby covenants and agrees, subject to the proviso contained in section 7(a)(i) hereof, (i) to negotiate in good faith the Restructuring Documents each of which shall, to the extent applicable (A) contain the same terms as, and be otherwise consistent with, this Agreement (as this Agreement may be amended from time to time in accordance with the terms hereof) in all respects and (B) be in form and substance acceptable to the Parties to the extent required herein and section 6(a), and (ii) to execute (to the extent such Party is a party thereto) and otherwise support the Restructuring Documents, as applicable. For the avoidance of doubt, each Party agrees to (a) act in good faith and use commercially reasonable efforts to support and complete successfully the implementation of the Plan and the Restructuring in accordance with the terms of this Agreement, (b) do all things reasonably necessary and appropriate in furtherance of consummating the Restructuring in accordance with, and within the time frames contemplated by, this Agreement, and (c) not take any actions inconsistent with this Agreement or the Restructuring Documents.

11. Representations and Warranties.

(a) Each Party, severally (and not jointly), represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof:

(i) If the Party is an entity, such Party is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and has all requisite corporate, partnership, limited liability company or similar authority to enter into this Agreement and carry out the transactions contemplated under this Agreement and the Plan and perform its obligations contemplated under this Agreement and the Plan, and the execution and delivery of this Agreement and the performance of such

Party's obligations under this Agreement and the Plan have been duly authorized by all necessary corporate, limited liability company, partnership or other similar action on its part;

(ii) If the Party is an entity, the execution, delivery and performance by such Party of this Agreement does not and will not (A) violate any provision of law, rule or regulation applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries, or (B) with respect to the Company, conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any contractual obligation to which it or any of its subsidiaries or affiliates is a party, or to which its or any of its subsidiaries' or affiliates' assets are bound, other than breaches that arise from the filing of the Chapter 11 Cases;

(iii) If the Party is an entity, the execution, delivery and performance by such Party of this Agreement and the consummation of the Restructuring does not and will not require any registration or filing with, consent, authorization or approval of, or notice to, or other action to, with or by, any federal, state or governmental authority or regulatory body except such filings as may be necessary or required under the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended or any rule or regulation promulgated thereunder, "blue sky" laws, the Bankruptcy Code or by the Bankruptcy Court in connection with the Chapter 11 Cases, the Plan and the Disclosure Statement; and

(iv) subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is the legally valid and binding obligation of such Party, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of the Bankruptcy Court.

(b) Each Party has such knowledge and experience in financial and business matters of this type, or has been adequately advised by competent counsel, and is capable of evaluating the merits and risks of entering into this Agreement and of making an informed decision, and has conducted, or has had its counsel conduct, an independent review and analysis of the business and affairs of the Company that it considers sufficient and reasonable for purposes of entering into this Agreement.

12. Amendments and Waivers.

Any provision of this Agreement, including the exhibits attached hereto, may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by the Company, the RSA, the Supporting Litigation Claimants, or the Committee, or in the case of a waiver, by the Party against whom the waiver is to be effective. Any amendment to this Agreement made in accordance with this section 12 shall become effective and binding upon all Parties whether or not such Party consented to such amendment; provided, however that no amendment shall be effective against any Secured Lender, any Supporting Litigation Claimant, or the Committee if such amendment materially adversely impacts such Party with respect to Restructuring as compared to that contemplated by this Agreement unless consented to in writing by such adversely affected Party.

No failure or delay by any party in exercising any right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A Supporting Parties' Termination Event may not be waived except in a writing signed by the Supporting Party adversely affected. Any waiver of any condition, term or provision to this Agreement must be in writing signed by the Parties entitled to waive such condition, term or provision.

13. Effectiveness.

Subject to section 3 herein, this Agreement shall become effective and binding upon the Parties when counterpart signature pages to this Agreement have been executed and delivered by the Company, the Administrative Agent, TRSA, ERSA, a majority in number and two-thirds in amount of the Litigation Claimants (individually or by counsel), and the Committee. With respect to any party that becomes a Party to this Agreement by executing and delivering a signature page to this Agreement after the Plan Support Effective Date, this Agreement shall become effective vis-à-vis such party on the date such signature page is delivered to the Company.

14. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY LEGAL ACTION, SUIT, DISPUTE OR PROCEEDING ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS OF COMPETENT JURISDICTION LOCATED IN THE STATE AND COUNTY OF DELAWARE OR IN THE BANKRUPTCY COURT (FOR SO LONG AS THE COMPANY IS SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT) AND EACH OF THE PARTIES HERETO IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, GENERALLY AND UNCONDITIONALLY, AND WAIVES ANY OBJECTIONS AS TO VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. NOTWITHSTANDING THE FOREGOING CONSENT TO JURISDICTION, SO LONG AS THE BANKRUPTCY COURT HAS JURISDICTION OVER THE CHAPTER 11 CASES, EACH OF THE PARTIES AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND HEREBY SUBMITS TO THE JURISDICTION OF THE BANKRUPTCY COURT.

Nothing in this Agreement shall constitute a waiver by any Party of any (i) right to have final orders in any and all non-core matters entered only after de novo review by a United States District Judge; (ii) right to trial by jury in any proceeding as to any and all matters so triable therein, or in any case, controversy or proceeding related hereto, whether or not such jury trial right is pursuant to statute or the United States Constitution; (iii) right to have the reference withdrawn by the United States District Court in any matter or proceeding subject to mandatory or discretionary withdrawal; or (iv) other rights, claims, actions, defenses, setoffs, recoupments or other matters to which any Litigation Claimant is entitled under any agreements or at law or in equity or under the United States Constitution. All of the above rights are expressly reserved and preserved without exception and with no purpose of conceding jurisdiction in any way by this filing or by any other participation in this matter.

15. Specific Performance/Remedies.

It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive relief as a remedy of any such breach, in addition to any other remedy to which such non-breaching Party may be entitled, at law or in equity, without the necessity of proving the inadequacy of money damages as a remedy, including an order of the Bankruptcy Court requiring any Party to comply promptly with any of its obligations hereunder, and no remedy other than specific performance shall be available to the non-breaching Party. Each Party agrees to waive any requirement for the securing or posting of a bond in connection with such remedy.

16. Survival.

Notwithstanding the termination of this Agreement pursuant to section 8 hereof, the agreements and obligations of the Parties in this section 16 and sections 8(d), 11, 12, 14, 15, 18, 19, 20, 23, 24, 25 and 26 hereof (and any defined terms used in any such section) shall survive such termination and shall continue in full force and effect in accordance with the terms hereof.

17. Headings.

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

18. Successors and Assigns; Severability; Several Obligations.

(a) This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators and representatives. If any provision of this Agreement, or the application of any such provision to any person or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect so long as the economic or legal substance of the Settlement and Restructuring contemplated hereby are not affected in any manner materially adverse to any Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner in order that the Settlement and Restructuring contemplated hereby is consummated as originally contemplated to the greatest extent possible.

(b) The agreements, representations and obligations of each of the Supporting Parties under this Agreement are, in all respects, several and not joint and several.

19. No Third-Party Beneficiaries.

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary hereof or have any rights hereunder.

20. Prior Negotiations; Entire Agreement.

This Agreement, including the exhibits and schedules hereto (including the Plan Term Sheet) constitutes the entire agreement of the Parties, and supersedes all other prior negotiations (oral or written), with respect to the subject matter hereof, provided, however, that the Parties acknowledge that any confidentiality agreements (if any) heretofore executed between the Company and any Supporting Party shall continue in full force and effect.

21. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by facsimile, electronic mail or otherwise, which shall be deemed to be an original for the purposes of this section 21.

22. Notices.

All notices hereunder shall be deemed given if in writing, in the English language, and delivered by electronic mail to the following addresses (or at such other electronic mail addresses as shall be specified by like notice):

Signal International, Inc. and its subsidiaries

RSA Battle House Tower
11 North Water Street
Suite 16250
Mobile, Alabama 36602
Telephone: (251) 544-2623
Facsimile: (251) 544-2643
Attention: Chris Cunningham, CFO
Email: ccunningham@signalint.com

with a copy to:

Hogan Lovells US, LLP
875 Third Avenue
New York, New York 10022
Telephone: (212) 918-3000
Facsimile: (212) 918-3100
Attention: Christopher R. Donoho III
Email: christopher.donoho@hoganlovells.com

And a copy to:

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, DE 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Attention: M. Blake Cleary

Email: mbcleary@ycst.com

The Committee

Pachulski Stang Ziehl & Jones
919 North Market Street, 17th Floor
Wilmington, DE 19801
Attention: Bradford J. Sandler
Email: bsandler@pszjlaw.com

Fredrikson & Byron P.A., plaintiffs' counsel in Marimuthu v. Signal Int'l, LLC

Sten-Erik Hoidal: shoidal@fredlaw.com
Steven R. Kinsella: skinsella@fredlaw.com
Lousene M. Hoppe: lhoppe@fredlaw.com

Kilpatrick Townsend & Stockton LLP, plaintiffs' counsel in Samuel v. Signal Int'l, LLC

Shane G. Ramsey: sramsey@kilpatricktownsend.com

Sutherland Asbill & Brennan LLP, plaintiffs' counsel in Joseph v. Signal Int'l, LLC

John H. Fleming: john.fleming@sutherland.com
Bryan M. Ward: bryan.ward@sutherland.com

DLA Piper LLP, plaintiffs' counsel in Meganathan v. Signal Int'l, LLC

Timothy H. Birnbaum: timothy.birnbaum@dlapiper.com

Equal Justice Center, plaintiffs' counsel in Kambala v. Signal Int'l, LLC

Christopher J. Willett: cwillett@equaljusticecenter.org

SPLC / Crowell & Moring LLP / Nussbaum Law Group, P.C., plaintiffs' counsel in David v. Signal Int'l, LLC

Alan Howard: ahoward@crowell.com
Leslie A. Davis: ldavis@crowell.com
Meredith Stewart: meredith.stewart@splcenter.org
Daniel Werner: daniel.werner@splcenter.org
Hugh D. Sandler: hsandler@nussbaumpc.com

Latham & Watkins LLP, plaintiffs' counsel in Achari v. Signal Int'l, LLC

Daniel D. Adams: daniel.adams@lw.com
Mark A. Broude: mark.broude@lw.com
David F. McElhoe: david.mcelhoe@lw.com
Rahel Kohn: rachel.kohn@lw.com

Skadden, Arps, Slate, Meagher & Flom LLP, plaintiffs' counsel in Chakkiyattil v. Signal Int'l, LLC

Eben P. Colby: eben.colby@skadden.com
David M. Turetsky: david.turetsky@skadden.com
Anthony W. Clark: anthony.clark@skadden.com
Jason M. Liberi: jason.liberi@skadden.com

McDermott Will & Emery LLP, plaintiffs' counsel in Krishnakutty v. Signal Int'l, LLC

Nathan F. Coco: ncoco@mwe.com

Manatt, Phelps & Phillips, LLP, plaintiffs' counsel in Devassy v. Signal Int'l, LLC

Christopher Rheinheimer: crheinheimer@manatt.com

Stephen T. Raptis: sraptis@manatt.com

Covington & Burling LLP, plaintiffs' counsel in Singh v. Signal Int'l, LLC

José E. Arvelo: jarvelo@cov.com

Kaye Scholer LLP, plaintiffs' counsel in Thomas v. Signal Int'l, LLC

Michael Bullerman: michael.bullerman@kayescholer.com

Tricia M. Beckles: tricia.beckles@kayescholer.com

The Retirement Systems of Alabama

201 South Union Street

Montgomery, AL 36130

Attn: M. Hunter Harrell: Hunter.Harrell@rsa-al.gov

Attn: Leura Canary: Leura.Canary@rsa-al.gov

Telephone: (334) 517-7109

Facsimile: (334) 517-7099

with a copy to:

Burr & Forman LLP

Derek F. Meek, Esq.

420 North 20th Street, Suite 3400

Birmingham, AL 35203

Telephone: (205) 458-5471

Facsimile: (205) 244-5679

Email: dmeek@burr.com

Any notice shall be effective upon confirmation of the electronic mail transmission.

23. Reservation of Rights; No Admission; Common Interest Privilege; Tolling of Claims.

Except as expressly provided in this Agreement and in any amendment among the Parties, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of each of the Parties to protect and preserve its rights, remedies and interests, including without limitation, its claims against any of the other Parties (or their respective affiliates or subsidiaries) or its full participation in the Chapter 11 Cases. Except as expressly provided in this Agreement and in any amendment among the Parties, if the transactions contemplated by the Settlement and Restructuring are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights, remedies, and Claims. This Agreement and the Plan are part of a proposed settlement of matters that could otherwise be the subject of litigation claims among the Parties. Pursuant to Rule 408 of the Federal Rule of Evidence, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement, the Restructuring Documents and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this

Agreement or the applicable Restructuring Documents. This Agreement and the Restructuring Documents shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert. The parties hereto intend to establish and have established a common interest privilege with respect to the subject matter of and communications regarding or relating to this Agreement and the documents and transactions contemplated by this Agreement. Each of the Parties agrees that the running of the statutes of limitations or doctrines of laches applicable to all claims that any Party may be entitled to take or bring in order to enforce its rights and remedies, if any, against any other Party at law or equity is, to the fullest extent permitted by law, tolled and suspended during the Plan Support Period.

24. Prevailing Party.

If any Party brings an action or proceeding against any other Party based upon a breach by such Party of its obligations hereunder, the prevailing Party shall be entitled to the reimbursement of all reasonable fees and expenses incurred, including reasonable attorneys', accountants' and financial advisors fees in connection with such action or proceeding, from the non-prevailing Party.

25. Fiduciary Duties.

(a) The Company shall notify the Supporting Parties in writing as promptly as practicable after receipt by the Company or its representatives or agents of any proposal or offer from any person or entity to effect a restructuring of the Company, any Alternative Transaction or a transaction in conflict with the Restructuring or any request for confidential information relating to the Company, which notice shall indicate the identity of the person or entity making the proposal, offer, or request and the material terms of any such proposal, offer, or request to the extent permitted by applicable law.

(b) Notwithstanding anything to the contrary herein, nothing in this Agreement shall require the Company, or any of its respective directors or officers (in such Person's capacity as a director or officer) to take any action, or to refrain from taking any action, to the extent that taking such action or refraining from taking such action would be inconsistent with such Person's fiduciary obligations under applicable law (the rights of the Company and its respective directors and officers under this section 25(b), the "Fiduciary Out"); provided that the Company shall promptly notify the Secured Lenders, the Supporting Litigation Claimants, and the Committee if any such action is taken, or refrained from being taken, that would otherwise be in violation of this Agreement (a "Fiduciary Out Notice").

(c) None of the Supporting Parties shall have any fiduciary duty or other duties or responsibilities in any kind or form to each other, the Company, or any of the Company's creditors or other stakeholders as a result of this Agreement or the transactions contemplated hereby. Each of the Supporting Parties has negotiated this Agreement on its own behalf and not on behalf of any other party. Except as expressly provided in this Agreement, there are no commitments among or between the Supporting Parties. Further, the Parties agree that, except as set forth in the Plan, and/or any Plan Supplement Documents, or the Disclosure Statement, this Agreement does not constitute a commitment to, nor shall it obligate any of the Parties to, provide any new financing or credit support.

26. Representation by Counsel.

Each Party acknowledges that it has been represented by, or provided a reasonable period of time to obtain access to and advice by, counsel with this Agreement and the Settlement and Restructuring contemplated herein. 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.

27. Independent Analysis.

Each of the Parties hereby confirms that it has made its own decision to execute this Agreement based upon its own independent assessment of documents and information available to it, as it has deemed appropriate.

28. Publicity.

Each Party shall not (a) use the name of any other Party in any press release or other publication (which excludes court pleadings, case name and litigation references, and communications with interested parties in connection with the Chapter 11 Cases) without such other Party's prior written consent, such consent not to be unreasonably withheld, or (b) disclose to any person the principal amount or percentage of its Claims held by any other Party; provided, however, that nothing herein shall limit the right of any Party to discuss litigation relating to the H-2B Claims in any publication or to use the Company names in connection with such discussion; provided, further, that no such discussion or publication shall include use of the names or acronyms "Teachers' Retirement System of Alabama", "TRSA", "Employee's Retirement System of Alabama", "ERSA", "Retirement Systems of Alabama" or "RSA", or identify by name any officer, director or employee thereof. Notwithstanding the foregoing, the Supporting Parties consent to the disclosure by the Supporting Parties in the Restructuring Documents, motions and orders, as applicable, or as otherwise required by law or regulation, of the execution, terms and contents of this Agreement. Nothing contained herein shall be deemed to waive, amend or modify the terms of any confidentiality or non-disclosure agreement between the Company and any Supporting Party.

29. Rule of Interpretation.

Notwithstanding anything contained herein to the contrary, it is the intent of the Parties that all references to votes or voting in this Agreement be interpreted to include votes or voting on a chapter 11 plan under the Bankruptcy Code. Time is of the essence in the performance of the obligations of each of the Parties. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to any Articles, Sections, exhibits, annexes, and schedules are to such Articles, Sections, exhibits, annexes, and schedules of this Agreement unless otherwise specified. All exhibits and schedules annexed hereto or referred to herein (including any exhibits, schedules or attachments thereto) are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. Any reference to "business day" means

any day, other than a Saturday, a Sunday or any other day on which banks located in New York, New York are closed for business as a result of federal, state or local holiday and any other reference to day means a calendar day.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers or agents, solely in their respective capacity as officers or agents of the undersigned and not in any other capacity, as of the date first set forth above.

Signal International, Inc., *on behalf of itself
and each of its direct and indirect
subsidiaries*

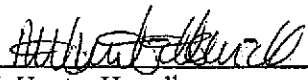
By: 

Christopher S. Cunningham:
Chief Financial Officer

**TEACHERS' RETIREMENT SYSTEM OF
ALABAMA, as Secured Lender and Administrative
Agent**

By: 
M. Hunter Harrell
Director of Private Placements

**EMPLOYEES' RETIREMENT SYSTEM OF
ALABAMA, as Secured Lender**

By: 
M. Hunter Harrell
Director of Private Placements

[Signature Page to Plan Support Agreement]

Harvinder Singh
Antony Antony Valiyaparambil
Srinivasa Rao Kambala
Biju Kunjupanickan
Mahendran Periyasamy
Annadurai Ruthirapathi
Nesamony Wilson Robi
Pradeep Kumar
Srinivasa Rao Gonna
Amandeep Singh Kang
Saravanan Arunachalam
Chandra Sekhar Dwadasi Rama
Harbans Singh
Ponniah Muthu Kumar
Malkiah Paul
Abdulla Keepurath Maideen
Francis Sequira
Unnikrishna Pilla Balakrishna Pillai
Ramana Palika
Ragukumar Chinnian
*as Supporting Litigation Claimants by their
attorney*

By: 

Name: Kayvon Sabourian
Title: Attorney
Firm: Equal Justice Center

Varghese Kurisinkal Devassy,
George Chacko Edavazhickal,
Prasad Kunju Kunju,
Ampattu Varughese Mathew,
Antony Sajan Oottuparambil-Michael,
Sivan Raghavan,
Vijayan Nair Sankara-Pillai,
Anil Scaria,
Mandeep Singh,
John Malakaran Thomas,
Saju Christy Vallarian,
Isaac Wilson Vazhikudilil,
Benny Yohannan,
*as Supporting Litigation Claimants by their
attorney*


By: 

Name: Stephen Raptis

Title: Attorney

Firm: Manatt, Phelps & Phillips, LLP

Pravin Kumar Singh, and
Radhakrishnan Nair Mangalathu Malayil
Vasukuttan,
*as Supporting Litigation Claimants by their
attorney*

By: 
Name: José E. Arvelo
Title: Attorney for Pravin Kumar Singh
and Radhakrishnan Nair Mangalathu
Malayil Vasukuttan
Firm: Covington & Burling LLP

George Kutty Puthiya Parampil Thomas,
Ravi Thammina, Zakir Husain Ghulam
Husain, Joshy Kaiprampattu Joseph,
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By: 

Name: Daniel D. Adams

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[Signature Page to Amended Plan Support Agreement]

Official Committee of Unsecured Creditors
of Signal International, Inc. *et al.*
By its counsel

By: /s/ Bradford J. Sandler

Bradford J. Sandler
Pachulski Stang Ziehl & Jones

EXHIBIT A

PLAN TERM SHEET

THIS TERM SHEET DOES NOT CONSTITUTE A SOLICITATION OF VOTES FOR A PLAN OF REORGANIZATION FOR PURPOSES OF SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE OR AN OFFER OR SOLICITATION OF AN OFFER WITH RESPECT TO ANY SECURITIES. SUCH OFFERS OR SOLICITATIONS MAY ONLY BE MADE IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE AND/OR SECURITIES LAWS AND AFTER PUBLICATION AND DELIVERY OF THE PLAN AND DISCLOSURE STATEMENT WITH RESPECT TO THE PLAN.

SIGNAL INTERNATIONAL, INC., ET AL.

CHAPTER 11 PLAN TERM SHEET

This non-binding term sheet (the "Term Sheet") describes the material terms of a proposed chapter 11 plan of reorganization (the "Plan") for Signal International, Inc. ("SI Inc.") and its subsidiaries. This Term Sheet does not constitute a contractual commitment of any party but merely represents the proposed terms for a restructuring of the Debtors' (as defined below) capital structure and obligations and is subject in all respects to the negotiation, execution and delivery of definitive documentation, including entry into an acceptable plan support agreement (the "PSA") between the Debtors and certain of their creditors or potential creditors party hereto (collectively, the "PSA Creditor Parties"). This Term Sheet does not include a description of all the relevant terms and conditions of the restructuring contemplated herein.

This Term Sheet shall not constitute a commitment to exchange any debt, lend funds to any of the Debtors (defined below), vote in a certain way or otherwise negotiate or engage in the transactions contemplated herein.

This Term Sheet is strictly confidential and may not be shared with anyone other than its intended recipients. It is proffered in the nature of a settlement proposal in furtherance of settlement discussions and is intended to be entitled to the protections of Rule 408 of the Federal Rules of Evidence and all other applicable statutes or doctrines protecting the use or disclosure of confidential information and information exchanged in the context of settlement discussions.

SUMMARY OF PRINCIPAL TERMS AND CONDITIONS

Transaction Overview

Proposed Debtors:

Signal International, Inc., Signal Ship Repair, LLC, Signal International, LLC, Signal International Texas GP, LLC, and Signal International Texas, L.P. (collectively, the "Debtors"), in chapter 11 cases to be filed in the Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

Chapter 11 Plan:

The Debtors will propose the Plan that implements all of the terms set forth in this Term Sheet.

Debt and Claims to be Restructured:

(a) \$75 million in principal plus all other amounts outstanding evidenced by (i) a \$50,250,000 Term Loan Note held by the Teacher's Retirement System of Alabama (the "TRSA" and such note, the "TRSA Note") and (ii) a \$24,750,000 Term Loan Note held by the Employees' Retirement System of Alabama (the "ERSA" and such note, the "ERSA Note", and together with the TRSA Note, the "Senior Notes"), both subject to the terms and conditions of that certain Credit Agreement dated as of January 31, 2014 (as may be amended, modified, supplement and extended from time to time, the "Credit Agreement") between SI Inc., as Borrower, and TRSA, as

Administrative Agent and Collateral Agent (such debt, the "First Lien Debt").

(b) Claims pursuant to a pre-petition judgment against the Debtors in the approximate estimated amount of \$15 million entered in favor of 5 former workers of the Debtors (the "Judgment Claims").

(c) Claims pursuant to a pre-petition judgment against the Debtors in the approximate estimated amount of \$4 million entered in favor of Max Specialty Insurance Company ("Max Specialty").

(d) All potential, threatened or pending claims against the Debtors by approximately 500 former employees and recruits of the Debtors hired and/or recruited by the Debtors through the United States H-2B immigration program arising out of or related to such employment or recruitment, which are contingent, unliquidated and disputed (collectively with the Judgment Claims, the "Litigation Claims" and the holders thereof, the "Litigation Claimants"). For plan purposes only, the Litigation Claims shall be estimated in the total aggregate amount of no less than \$200 million.

(e) General unsecured claims, other than the Max Specialty judgment, totaling approximately \$3.1 million or such other amount as the Bankruptcy Court may determine such that the Litigation Claims constitute no less than 95% of all unsecured claims..

Post-Petition Financing

The TRSA shall (i) consent to the Debtors' post-petition use of its cash collateral and (ii) provide post-petition DIP financing in the amount of up to \$20 million plus a roll-up of the First Lien Debt (the "DIP Facility"); provided that if the Bankruptcy Court has not granted the PSA Order (as defined in the PSA) prior to final relief being granted by the Bankruptcy Court with respect to the DIP Facility, the Litigation Claimants shall be entitled to object to such final relief and/or terminate the PSA.

Sale of the Assets; Closing

- a) As part of the Plan, the Debtors shall sell substantially all of their assets at an auction (the "Auction") pursuant to court approved bid procedures (the "Bid Procedures"). The TRSA and ERSa shall serve as the stalking horse bidder (the "Stalking Horse Bidder") and be entitled to credit bid all amounts outstanding under the DIP Facility (the "Stalking Horse Credit Bid").
- b) The Bid Procedures shall require any "Qualified Bid" (to be defined in the Bid Procedures) to, among other things, include cash proceeds sufficient to: (i) provide for payment of all outstanding obligations of the First Lien Debt and the DIP Facility in full on the Effective Date (the "Secured Debt Cash Obligations"); (ii) provide for a break-up fee not exceeding \$1 million to the Stalking Horse Bidder; provided that the Bankruptcy Court's authorization of a break-up fee in any form or amount shall not be a condition precedent to the effectiveness of the PSA; (iii) fund a distribution payment to the general unsecured creditors, including Max Specialty (the "GUC Payment Amount") and together with the Secured Debt Cash Obligations and Break-Up Fee, the "Plan Cash Amount"; and (iv) overbid

the Plan Cash Amount by no less than \$1 million (the "Required Overbid"), and together with the Plan Cash Amount, the "Minimum Qualified Bid").

- c) The party submitting the highest or otherwise best Minimum Qualified Bid at the Auction shall be selected as the prevailing bidder (the "Prevailing Bidder"), subject to approval by order of the Bankruptcy Court (the "Sale Approval Order") at the hearing on confirmation of the Plan.
- d) The Prevailing Bidder shall take all purchased assets free and clear of all liens, claims and encumbrances.
- e) The closing shall occur within 20 days following confirmation of the Plan by the Bankruptcy Court.

Estate Avoidance Actions

The Prevailing Bidder shall purchase the estates' causes of action, including any avoidance actions (the "Acquired Avoidance Actions") under the Bankruptcy Code, and covenant to not sue on the Acquired Avoidance Actions except as set forth below. For the avoidance of doubt, the Prevailing Bidder shall agree to waive and release any and all causes of action against the Released Parties (as defined below).

Notwithstanding anything to the contrary herein, within a reasonably prompt time, the Debtors or the Prevailing Bidder shall commence an avoidance action against Max Specialty to avoid any avoidable liens against the assets of the Debtors.

Treatment of Claims

*Administrative Expense
Claims (including
503(b)(9) Claims):*

Payable in full in cash on the effective date of the Plan (the "Effective Date") or on such other terms as agreed between the Debtors and the holder thereof, subject to the reasonable consent of the Prevailing Bidder.

Unclassified – Non-Voting

Priority Tax Claims:

Payable in full in cash on the Effective Date of the Plan or on such other terms as agreed between the Debtors and the holder thereof, subject to the reasonable consent of the Prevailing Bidder.

Unclassified – Non-Voting

Other Priority Claims:

Payable in full in cash on the Effective Date or on such other terms as agreed between the Debtors and the holder thereof, subject to the reasonable consent of the Prevailing Bidder.

Unimpaired – Deemed to Accept

First Lien Debt:

On the Effective Date, the Senior Notes shall each be cancelled, and on account of the allowed claim of the TRSA in respect of the First Lien Debt, the TRSA, as administrative agent, shall either (i) acquire substantially all of the Debtors' assets as the Prevailing Bidder at the Auction or (ii) be paid in full, in cash, the total amount under the DIP Facility (including the roll-up of the First Lien Debt) by the

Prevailing Bidder at the Auction.

Potentially Impaired – Entitled to Vote

Other Secured Claims:

On the Effective Date, all allowed secured claims ("Other Secured Claims") shall be either paid in full in cash, receive delivery of collateral securing any such claim and payment of any interest requested under section 506(b) of the Bankruptcy Code, or be treated on such other terms as agreed between the Debtors and the holder thereof, subject to the reasonable consent of the Prevailing Bidder.

Unimpaired – Not Entitled to Vote.

Litigation Claims:

On the Effective Date of the Plan, the claims of the Litigation Claimants shall be deemed allowed in full, and shall be deemed to have been settled as herein provided.

The Debtors shall establish a settlement trust (which form shall be satisfactory to the Southern Poverty Law Center) in respect of the claims of the Litigation Claimants (the "Litigation Settlement Trust"). On the Effective Date, the Prevailing Bidder will receive, free and clear of liens, claims or encumbrances (including, without limitation, the pre-petition liens of TRSA and ERSA) other than the participating interest of the Litigation Settlement Trust described below, all right, title and interest of the Debtors in and to certain purchase money indebtedness currently owing to Signal International Texas, LP, by Westport Orange Shipyard, LLC, in the principal amount of up to \$29,894,469 (the "Westport Loan"), together with all instruments or documents evidencing, securing, governing or otherwise pertaining to the Westport Loan (the "Westport Documents"). The Westport Loan and the Westport Documents will be transferred to the Prevailing Bidder subject to a continuing participation interest in favor of the Litigation Settlement Trust, which shall be governed by a loan participation agreement (the "Westport Participation Agreement"), in form and content reasonably acceptable to the Litigation Settlement Trust and the Prevailing Bidder (collectively, the "Westport Participants"). For the avoidance of doubt, upon the Effective Date of the Plan, TRSA, ERSA and the Collateral Agent under the Credit Agreement will execute any documents necessary to effect a release and discharge of their respective liens, encumbrances and security interests on the Westport facility.

The Westport Participation shall provide that each Westport Participant share on a pro rata basis in all proceeds derived from the Westport Loan (including scheduled payments of principal and interest, prepayments, proceeds of enforcement or proceeds of liquidation of collateral) as follows:

- The Litigation Settlement Trust shall receive a 66.9% participating interest, and the Prevailing Bidder shall receive a 33.1% participating interest, in and to the Westport Loan and the Westport Loan Documents. The participating interests described above are referred to herein as each Westport Participant's "Sharing Ratio".

- If the Westport Loan is prepaid in full, in accordance with its terms, prior to its scheduled maturity date, and the application of the Litigation Settlement Trust's Sharing Ratio to such prepayment results in an aggregate recovery of less than \$20 million by the Litigation Settlement Trust, then the Litigation Settlement Trust shall be entitled to receive additional proceeds from such prepayment in an amount sufficient to increase its aggregate recovery from the Westport Loan to \$20 million.
- The maximum aggregate amount payable to the Litigation Settlement Trust by virtue of its Sharing Ratio shall for all purposes be capped at \$22 million. Upon receipt of said amount by the Litigation Settlement Trust, all further payments or other recoveries with respect to the Westport Loan will be payable solely to the Prevailing Bidder.

Pursuant to the Westport Participation Agreement, if TRSA, ERSA or an affiliate or designee thereof is the Prevailing Bidder, TRSA and ERSA will be responsible for the collection and distribution of the proceeds of the Westport Loan and, if necessary, the enforcement thereof, for the ratable benefit of the Westport Participants. All out-of-pocket costs and expenses reasonably and actually incurred by TRSA and ERSA in connection with the administration of the Westport Loan shall be payable from proceeds thereof prior to any distribution to the Westport Participants in accordance with their respective Sharing Ratios.

Pursuant to the Westport Participation Agreement, if none of TRSA, ERSA or an affiliate or designee thereof is the Prevailing Bidder, the Litigation Settlement Trust will be responsible for the collection and distribution of the proceeds of the Westport Loan and, if necessary, the enforcement thereof, for the ratable benefit of the Westport Participants. All out-of-pocket costs and expenses reasonably and actually incurred by the Litigation Settlement Trust in connection with the administration of the Westport Loan shall be payable from proceeds thereof prior to any distribution to the Westport Participants in accordance with their respective Sharing Ratios.

All internal costs and expenses incurred in connection with the administration of the Litigation Settlement Trust following the Effective Date shall be borne solely by the Litigation Settlement Trust.

Any payments of principal received by any of the Debtors, TRSA or ERSA on account of the Westport Loan from June 30, 2015 through the Effective Date of the Plan, shall be held in trust for the benefit of the Westport Participants and will be distributed to the Westport Participants on the Effective Date in accordance with their respective Sharing Ratios.

Any payments of interest received by any of the Debtors, TRSA or ERSA on account of the Westport Loan from November 5, 2015 through the Effective Date of the Plan, shall be held in trust for the benefit of the Westport Participants and will be distributed to the

Westport Participants on the Effective Date in accordance with their respective Sharing Ratios.

Any cash bid amounts in excess of the Plan Cash Amount (such amount the "Sale Overpayment") made on the Effective Date and not subject to a valid and perfected lien shall be paid as follows:

- *First*, to the Litigation Settlement Trust to reduce, on a dollar-for-dollar basis, its participating interest in the Westport Loan (not to exceed a total of \$20 million). In such event, the Sharing Ratio of the Litigation Settlement Trust shall be recalculated to account for all sums received from such Sale Overpayment. If the Sale Overpayment is in an amount adequate to result in the immediate payment of the sum of \$20 million to the Litigation Settlement Trust, then the Westport Loan will be transferred to the Prevailing Bidder not subject to a continuing participation interest by any party.
- *Second*, any Sale Overpayment greater than \$20 million paid to the Litigation Settlement Trust as set forth above (such amount the "Excess Sale Overpayment") will be shared as follows: 22.5% of the Excess Sale Overpayment shall be paid to holders of General Unsecured Claims (as defined below), not subject to dilution by the Litigation Claimants, and 77.5% of the Excess Sale Overpayment shall be paid to Litigation Claimants, not subject to dilution by the holders of General Unsecured Claims, *provided*, that at such time as the holders of General Unsecured Claims (other than the Litigation Claims) have received payment in full of the allowed amount of their claims, 100% of any remaining Excess Sale Overpayment shall be paid to the Litigation Claimants.

For the avoidance of doubt, the Litigation Settlement Trust shall not receive any guarantee or other credit support as to the Westport Loan from the Prevailing Bidder, the Debtors or any PSA Creditor Party.

The trustee of the Litigation Settlement Trust will be selected by the Southern Poverty Law Center and will be responsible for establishing a claims allowance and allocation process with respect to distributions under the Litigation Settlement Trust.

Impaired – Entitled to Vote

General Unsecured Claims:

In consideration for the purchase of the Acquired Avoidance Actions purchased in connection with the sale of substantially all of the Debtors' assets, on the Effective Date, each holder of an allowed general unsecured claim, other than the Litigation Claimants, shall receive, on account of its claim (each, a "General Unsecured Claim"), its *pro rata* share (determined without taking the Litigation Claimants into account) of GUC Payment Amount and its *pro rata* share of that portion of the Excess Sale Overpayment allocated to the holders of General Unsecured Claims as set forth above.

The GUC Payment Amount shall be an aggregate amount equal to the lesser of (i) \$900,000, or (ii) an amount equal to fifteen percent (15%) of the total amount of all allowed General Unsecured Claims

which remain outstanding after all assumption and cure has been implemented with respect thereto.

Impaired – Entitled to Vote

Intercompany Claims:

All intercompany claims between and among SI Inc. and its direct and indirect subsidiary Debtors shall be released and discharged on the Effective Date of the Plan. There shall be no distributions on account of Intercompany Claims.

Impaired – Entitled to Vote

Equity Interests:

All rights of existing holders of shares of stock, options, warrants and common equity interests in SI Inc. shall be extinguished as of the Effective Date, and owners thereof shall receive no distribution on account of such stock, options, warrants and equity interests.

Impaired – Deemed to Reject

General Provisions

Allowance of Claims:

The Debtors and the PSA Creditor Parties stipulate to and shall not challenge in any respect the approval of the DIP Facility, including the roll-up of the First Lien Debt.

The trustee of the Litigation Settlement Trust shall be solely responsible for determining the mechanism for distribution of the Trust assets to the Litigation Claimants.

The Debtors reserve the right to challenge the amount, validity or extent of all claims against the Debtors other than the claims of the PSA Creditor Parties.

Incorporation:

Each of the Debtors shall remain incorporated in the State of Delaware.

Release and Related Provisions

Exculpations:

Subject to Bankruptcy Court approval, the Plan Participants and the Committee and its advisors and Related Parties, shall be exculpated from liability for their actions in connection with the chapter 11 cases, with customary carve-outs for gross negligence and willful misconduct

Releases:

Subject to Bankruptcy Court approval, the Plan shall provide that the Released Parties (as defined below), be released from liability for all Released Claims (as defined below).

“Released Parties” shall mean (i) the Plan Participants, (ii) the Related Parties of the Plan Participants, and (iii) the Related Parties of any Related Parties of the Plan Participants.

“Plan Participants” shall mean (i) the Debtors, (ii) the PSA Creditor Parties, (iii) the Litigation Claimants, (iv) the Litigation Settlement Trust, and (v) the holders of all H-2B Claims (as defined in the PSA).

“Related Parties” shall mean, with respect to any person or entity,

any past, present or future representative, controlling person, officer, director, agent, attorney, advisor, employee, subsidiary or affiliate, shareholder, partner (general or limited), member, manager, equity holder, trustee, executor, predecessor in interest, successor or assign of any such person or entity.

"Case Professionals" shall mean the attorneys, accountants, consultants, financial advisors and other third party professionals who have represented the Plan Participants in connection with the negotiation and implementation of the Plan and the Plan Documents, each as defined in the PSA.

"Released Claims" shall mean (i) any and all claims or causes of action, other than Retained Claims, by or among the Released Parties and (ii) any and all claims or causes of action that the Committee, but not the Committee's members, may otherwise be entitled to assert against the Released Parties, both relating to any prepetition date acts or omissions, whether known or unknown, pertaining to the business activities and operations of the Debtors, the debts, liabilities, obligations and assets of the Debtors, the ownership, management, direction or control of the Debtors, prosecution of the Litigation Claims, settlement efforts and negotiations related to the Litigation Claims, negotiation of and entry into this Agreement (including all exhibits and addenda hereto), or any transactions or communications among the Released Parties with respect to any of the foregoing.

"Retained Claims" shall mean the following claims or causes of action held by certain of the Plan Participants, which shall be retained by such Plan Participants and shall not be Released Claims: (i) the claims or causes of action of the Litigation Claimants against Malvern C. Burnett, Law Offices of Malvern C. Burnett, A.P.C., Gulf Coast Immigration Law Center, L.L.C., Sachin Dewan, and Dewan Consultants Pvt. Ltd. (a/k/a/ Medtech Consultants), and (ii) the claims or causes of action of any Plan Participant against its own Related Parties, other than the Released Related Party Claims.

"Released Related Party Claims" means any claims or causes of action against (i) the officers, directors, shareholders or other equity holders of the Debtors, or (ii) the Case Professionals, all of which shall be Released Claims and shall not be Retained Claims.

*Director and Officer
Indemnification:*

Director and officer insurance will continue in place for the directors and officers of all of the Debtors during the chapter 11 cases on existing terms. The Debtors shall be permitted to purchase tail coverage for current and former directors and officers, subject to funding availability under the DIP Facility.

Injunction:

Ordinary and customary injunction provisions shall be included in the Plan.

Conditions to Closing

This restructuring and all compromises herein shall be subject to (i) commencement of the Chapter 11 cases, (ii) the absence of any payment default under the Westport Loan (determined without giving effect to any alleged waiver by the Debtors or any other party), (iii) after approval of a disclosure statement as containing

adequate information, solicitation of votes approving the Plan, (iv) the execution of definitive documentation mutually acceptable to, and signed on to by, the parties to the PSA, each in their sole discretion, (v) the entry of an order confirming the Plan, which order is not subject to a stay of execution and otherwise final according to its terms and under applicable law, (vi) all actions, documents and agreements necessary to implement the Plan shall have been effected or executed and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and (vii) the Debtors shall have received all authorizations, consents, regulatory approvals, rulings, letters, no-action letters, opinions or documents that are determined by the Debtors or the PSA Creditor Parties to be necessary to implement the Plan and that are required by law, regulation or order.

Apology by the Debtors

Within 2 weeks from the entry of the PSA Order the Debtors shall issue a formal letter of apology to the Litigation Claimants for the Debtors' conduct that gave rise to the Litigation Claims, such letter to be in form and substance reasonably satisfactory to the Litigation Claimants through their advisors. For the avoidance of doubt, such letter of apology shall for all purposes be deemed a Restructuring Document under the PSA, and shall be subject to the effect of Section 23 of the PSA.