

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11
: :
THQ INC., *et al.*, : Case No. 12-13398 (MFW)
: :
Debtors.¹ : Jointly Administered
: :
: :
-----X

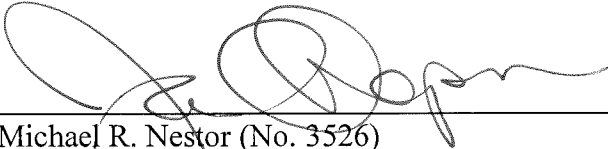
**NOTICE OF FILING OF PROPOSED ORDER CONFIRMING
THE DEBTORS' AMENDED CHAPTER 11 PLAN OF LIQUIDATION**

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: THQ Inc. (1686); THQ Digital Studios Phoenix, Inc. (1056); THQ Wireless, Inc. (7991); Volition, Inc. (4944); and Vigil Games, Inc. (8651). The Debtors' principal offices are located at 29903 Agoura Road, Agoura Hills, CA 91301.



PLEASE TAKE NOTICE that, the Debtors hereby file the proposed order confirming the *Amended Chapter 11 Plan of Liquidation of THQ Inc. and Its Affiliated Debtors* (the “**Proposed Confirmation Order**”). A copy of the Proposed Confirmation Order is attached hereto as **Exhibit 1**.

Dated: July 11, 2013
Wilmington, Delaware



Michael R. Nestor (No. 3526)
M. Blake Cleary (No. 3614)
Jaime Luton-Chapman (No. 4936)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

-and-

Oscar Garza (CA No. 149790)
Jeffrey C. Krause (CA No. 94053)
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, California 90071-1512
Telephone: (213) 229-7000
Facsimile: (213) 229-7520

Counsel to the Debtors and Debtors in Possession

Exhibit 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

THQ INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 12-13398 (MFW)
(Jointly Administered)

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
ORDER CONFIRMING AMENDED CHAPTER 11 PLAN OF
LIQUIDATION OF THQ INC. AND ITS AFFILIATED DEBTORS**

Upon consideration of the *Amended Chapter 11 Plan of THQ Inc. and Its Affiliated Debtors*, dated May 28, 2013 [D.I. 709] (annexed hereto as **Exhibit A**, and including the Plan Documents and all exhibits thereto and as amended, modified, and/or supplemented from time to time, the “**Plan**”)² proposed by THQ Inc. (“**THQI**”) and certain of its subsidiaries as debtors and debtors in possession (each, a “**Debtor**,” and collectively, the “**Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”); and the Debtors having filed the *Disclosure Statement for the First Amended Chapter 11 Plan of THQ Inc. and Its Affiliated Debtors*, dated May 28, 2013 [D.I. 710] (as transmitted to parties in interest, the “**Disclosure Statement**”); and this Court having entered an Order dated May 30, 2013 [D.I. 720] (the “**Solicitation Order**”), pursuant to which this Court, among other things, (i) approved the Disclosure Statement under section 1125 of the Bankruptcy Code, (ii) established July 16, 2013 as the date for the commencement of the hearing to consider confirmation of the Plan (“**Confirmation**,” and such hearing, the “**Confirmation Hearing**”), (iii) approved the form and method of notice of the Confirmation Hearing (the

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² Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Plan, the Disclosure Statement, and the Solicitation Order, as applicable.

“**Confirmation Hearing Notice**”), (iv) established certain procedures for the soliciting and tabulating votes with respect to the Plan, and (v) established July 2, 2013 at 4:00 p.m. (Eastern Time) as the deadline by which all objections to Confirmation of the Plan must have been filed with this Court (the “**Plan Objection Deadline**”); and upon the certification of publication, evidencing publication of the Confirmation Hearing Notice in The New York Times on June 3, 2013 (the “**Publication Certification**”) [D.I. 777]; and upon the *Certification of James J. Lee With Respect to the Tabulation of Votes on the Amended Chapter 11 Plan of Liquidation of THQ Inc. and its Affiliated Debtors* [D.I. ___], filed with this Court on July 11, 2013; and upon the *Declaration of Jason Kay in Support of the Debtors’ General Release of Certain Members of Management Pursuant to the Plan* [D.I. ___], filed with this Court on July 11, 2013; and upon the *Declaration of Amir Agam in Support of Confirmation of the Amended Chapter 11 Plan of Liquidation of THQ Inc. and Its Affiliated Debtors* [D.I. ___], filed with this Court on July 11, 2013; and the Debtors having mailed the *Notice of (i) Possible Assumption of Executory Contracts and Unexpired Leases, (ii) Fixing of Cure Amounts, and (iii) Deadline to Object Thereto* [D.I. 780] (the “**Cure Notice**”) as evidenced by the Affidavit of Service by Alvaro Salas, Jr. on behalf of the Kurtzman Carson Consultants LLC [D.I. 816], dated June 28, 2013; and any objections to the Plan (the “**Objections**”) having been withdrawn, resolved, and/or overruled by this Court pursuant to this Confirmation Order; and the Confirmation Hearing having been held on July 16, 2013; and upon the evidence adduced and proffered and the arguments of counsel made at the Confirmation Hearing; and this Court having reviewed all documents in connection with Confirmation and having heard all parties desiring to be heard; and upon the record of these Chapter 11 Cases; and after due deliberation and consideration of all of the foregoing; and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED that:

A. **Findings of Fact and Conclusions of Law.** The findings and conclusions set forth herein, together with the findings of fact and conclusions of law set forth in the record of the Confirmation Hearing, constitute this Court's findings of fact and conclusions of law pursuant to Federal Rule of Civil Procedure 52, made applicable to these proceedings pursuant to Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the following conclusions of law constitute finds of fact, they are adopted as such.

B. **Chapter 11 Petitions.** On December 19, 2012 (the "**Petition Date**"), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors are managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

C. **Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a)).** This Court has jurisdiction over the Chapter 11 Cases under 28 U.S.C. §§ 157 and 1334 and pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. Venue is proper under 28 U.S.C. §§ 1408 and 1409. These are core proceedings under 28 U.S.C. § 157(b).

D. **Judicial Notice.** This Court takes judicial notice of the docket of these Chapter 11 Cases maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed, all Orders entered, all hearing transcripts and all evidence and arguments made, proffered or adduced at the hearings held before the Court during the Chapter 11 Cases, including, without limitation, the Confirmation Hearing.

E. **Plan Supplement.** Prior to the Confirmation Hearing, the Debtors filed the Plan Supplement [D.I. 780] and additional Plan Supplement documents [D.I. 791] (together, the “**Plan Supplement**”). The Plan Supplement complies with the terms of the Plan, and the filing and notice of the Plan Supplement was appropriate and complied with the requirements of the Bankruptcy Code and the Bankruptcy Rules, and no other or further notice is or shall be required. The Debtors are authorized to modify the Plan Supplement documents following entry of this Confirmation Order.

F. **Plan Confirmation Burden of Proof.** The Debtors, as proponents of the Plan, have met their burden of proving the elements of sections 1129(a) of the Bankruptcy Code.

G. **Notice of Transmittal, Mailing and Publication of Materials.** The Disclosure Statement, the Plan, the Ballots, the Solicitation Order, and the Confirmation Hearing Notice have been transmitted and served in compliance with the Solicitation Order, the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”); such transmittal and service was adequate and sufficient; and no other or further notice is or shall be required. The Debtors’ publication of the Confirmation Hearing Notice as set forth in the Publication Certification complied with the Solicitation Order.

H. **Voting.** Votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Solicitation Order.

I. **Bankruptcy Rule 3016(a).** In accordance with Bankruptcy Rule 3016(a), the Plan is dated and identifies the Debtors as the proponents of the Plan.

J. **Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)).** The Plan complies with all applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

(a) **Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)).** In addition to Administrative Claims, Priority Tax Claims, and Professional Fee Claims, which need not be classified, the Plan designates eight (8) Classes of Claims and Equity Interests. The Claims or Equity Interests placed in each Class are substantially similar to other Claims or Equity Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Equity Interests created under the Plan, and such Classes do not unfairly discriminate between Holders of Claims and Equity Interests. Thus, the Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

(b) **Specify Unimpaired Classes (11 U.S.C. § 1123(a)(2)).** Article III of the Plan specifies that Class 1 (Secured Tax Claims), Class 2 (Other Secured Claims), and Class 3 (Priority Non-Tax Claims) are Unimpaired under the Plan. Thus, the requirements of section 1123(a)(2) of the Bankruptcy Code are satisfied.

(c) **Specify Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)).** Article III of the Plan designates Class 4 (Convenience Claims), Class 5 (General Unsecured Claims), Class 6 (Subordinated Claims), Class 7 (Securities Law Claims), and Class 8 (Equity Interests) as Impaired and specifies the treatment of Claims and Equity Interests in such Classes. Thus, the requirements of section 1123(a)(3) of the Bankruptcy Code are satisfied.

(d) **No Discrimination (11 U.S.C. § 1123(a)(4)).** The Plan provides for the same treatment by the Debtors for each Claim or Equity Interest in each respective Class unless the Holder of a particular Claim or Equity Interest has agreed to a less favorable treatment of

such Claim or Equity Interest. Thus, the requirements of section 1123(a)(4) of the Bankruptcy Code are satisfied.

(e) **Implementation of the Plan (11 U.S.C. § 1123(a)(5)).** The Plan and the various documents and agreements set forth in the Plan Supplement provide adequate and proper means for the Plan's implementation. Thus, the requirements of section 1123(a)(5) of the Bankruptcy Code are satisfied.

(f) **Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)).** The Plan provides that on the Effective Date; (i) the Debtors and their Estates shall be substantively consolidated into the single Estate of THQI for all purposes; (ii) the Equity Interests in THQI shall be cancelled, and a single share of stock in THQI shall be issued to the Stock Trust, which will hold such share for the benefit of the former holders of THQI stock; and (iii) all voting power with respect to such single share of stock is vested in the Stock Trustee as of the Effective Date. As such, the Plan does not provide for the issuance of non-voting securities, thereby satisfying section 1123(a)(6) of the Bankruptcy Code. Paragraph 8 of this Order requires THQI to amend its corporate documents to prohibit it from issuing any non-voting equity securities.

(g) **Selection of Officers and Directors (11 U.S.C. § 1123(a)(7)).** The Plan provides that from and after the Effective Date, the Stock Trustee will have the right to elect the board of directors of THQI and that the Stock Trustee may opt to serve as the sole director of THQI or may designate one or more other individuals to serve as directors of THQI. Mark E. Holliday is identified as the Stock Trustee and information demonstrating his qualifications and disinterestedness were filed with the Court on July 1, 2013 [D.I. 835]. Thus, the requirements of section 1123(a)(7) of the Bankruptcy Code are satisfied.

(h) **Impairment/Unimpairment of Class of Claims and Equity Interests**

(11 U.S.C. § 1123(b)(1)). As contemplated by section 1123(b)(1) of the Bankruptcy Code, Class 1 (Secured Tax Claims), Class 2 (Other Secured Claims), and Class 3 (Priority Non-Tax Claims) are Unimpaired under the Plan. Class 4 (Convenience Claims), Class 5 (General Unsecured Claims), Class 6 (Subordinated Claims), Class 7 (Securities Law Claims), and Class 8 (Equity Interests) are Impaired under the Plan.

(i) **Additional Plan Provisions (11 U.S.C. § 1123(b)).** The Plan's

provisions are appropriate, in the best interests of the Debtors and their Estates and consistent with the applicable provisions of the Bankruptcy Code, including, without limitation, provisions for (i) the assumption of executory contracts and unexpired leases, (ii) the vesting in THQI of any and all Causes of Action (other than Causes of Action expressly released or waived pursuant to Article XI or another provision of the Plan) whether arising before or after the Petition Date, and (iii) the vesting in the Litigation Trust of all Derivative Actions.

(j) **Releases, Exculpations, and Injunctions.** The Court has jurisdiction

under 28 U.S.C. § 1334(a) and (b) to approve the releases, injunction, and exculpation provisions set forth in Article XI of the Plan. In addition, section 105(a) of the Bankruptcy Code permits approval of the releases and the exculpation and issuance of the injunctions set forth in Article XI of the Plan, when such provisions are essential to the formulation and implementation of the Plan as provided in section 1123 of the Bankruptcy Code, are not contrary to any provision of the Bankruptcy Code or applicable case law, confer material benefits on the Debtors' Estates, and are in the best interests of the Debtors, their Estates, their Creditors, and Holders of Equity Interests. Based upon the record of the Chapter 11 Cases and the evidence submitted, adduced or presented at or prior to, or in declarations filed in connection with, the Confirmation Hearing, the

releases, injunctions, and exculpation set forth in Article XI of the Plan are consistent with sections 105, 1123, and 1129 of the Bankruptcy Code. All releases, exculpations, and injunctions embodied in the Plan are an integral part of the Plan. The releases, exculpations, and injunctions set forth in the Plan are fair, equitable, reasonable, and in the best interests of the Debtors and their Estates, Creditors, and Holders of Equity Interests. None of the releases purport to release causes of action held by third parties and, therefore, do not implicate section 524 of the Bankruptcy Code.

(k) **Ad Hoc Committee Fees.** Based upon the record of the Chapter 11 Cases and the evidence proffered or adduced at, or prior to, or in connection with the Confirmation Hearing, the payment of the reasonable expenses of members of the Ad Hoc Committee and the reasonable fees and expenses of Andrews Kurth LLP as counsel to the Ad Hoc Committee and Houlihan Lokey Capital, Inc. as financial advisor for the Ad Hoc Committee, which were incurred during the period commencing on the Petition Date to the date the Committee was appointed by the U.S. Trustee, is warranted and appropriate under the circumstances in that their respective efforts benefitted all Creditors constituencies and the Debtors' Estates as a whole. The Ad Hoc Committee and its advisors contributed substantially to success of the Chapter 11 Cases for all Creditors constituencies and have satisfied the "substantial contribution" test under section 503(b) of the Bankruptcy Code.

K. **Debtors' Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)).** The Debtors, as proponents of the Plan, have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, and 1128 of the Bankruptcy Code and Bankruptcy Rules 3017, 3018, and 3019.

L. **Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)).** The Debtors have proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, and the process leading to its formulation.

M. **Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)).** Any payments made or promised by the Debtors for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been approved by, or are subject to approval of this Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

N. **Disclosure of Identity of Proposed Directors and Officers, Compensation of Insiders, and Consistency with the Interests of Creditors and Public Policy (11 U.S.C. § 1129(a)(5)).** The Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. The identity of the Stock Trustee, who will serve as the sole officer and director of THQI, has been disclosed, the Stock Trustee is not an insider as that term is defined in section 101(31) of the Bankruptcy Code, and such appointment is consistent with the interests of Holders of Claims and Equity Interests.

O. **No Rate Changes (11 U.S.C. § 1129(a)(6)).** The Debtors' Plan does not provide for any rate change that requires regulatory approval. Section 1129(a)(6) of the Bankruptcy Code is thus not applicable.

P. **Best Interests of Creditors (11 U.S.C. § 1129(a)(7)).** The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The Agam Declaration in addition to the Liquidation Analysis attached as Exhibit C to the Disclosure Statement, and other evidence submitted,

adduced or presented at or prior to, or in declarations and other pleadings submitted in connection with the Confirmation Hearing (i) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was presented, prepared, or submitted; (ii) have not been controverted by any other evidence; (iii) utilize reasonable and appropriate methodologies and assumptions; and (iv) establish that Holders of Claims in Impaired Classes have accepted the Plan or will receive or retain under the Plan, on account of such Claims, property of a value, as of the Effective Date, that is not less than the amount that such Holders would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

Q. Acceptance or Rejection by Certain Classes (11 U.S.C. § 1129(a)(8)). The Holders of Claims in Classes 1, 2, and 3 are Unimpaired under the Plan, and pursuant to section 1126(f) of the Bankruptcy Code are conclusively presumed to have accepted the Plan. The Holders of Claims in Classes 4 and 5 are Impaired by the Plan and have voted to accept the Plan in accordance with section 1126(c) of the Bankruptcy Code.

R. Treatment of Administrative, Priority and Tax Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Claims, Priority Tax Claims, and Professional Fee Claims pursuant to Article II of the Plan satisfies the requirements of sections 1129(a)(9) of the Bankruptcy Code.

S. Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)). Classes 4 and 5 is each an Impaired Class of Claims that voted to accept the Plan not including the votes of any insiders. Therefore, the requirement of section 1129(a)(10) of the Bankruptcy Code that at least one Class of Claims against the Debtors that is Impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider, has been satisfied.

T. **Feasibility (11 U.S.C. § 1129(a)(11)).** The Agam Declaration in addition to the Liquidation Analysis attached as Exhibit C to the Disclosure Statement, and other evidence submitted, adduced, or presented by the Debtors at the Confirmation Hearing or in support of Confirmation of the Plan with respect to feasibility are persuasive and credible, and the Debtors have established by a preponderance of the evidence that Confirmation of the Plan is not likely to be followed by the need for further financial reorganization of the Debtors, thus satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

U. **Payment of Fees (11 U.S.C. § 1129(a)(12)).** All fees payable under 28 U.S.C. § 1930, as determined by the Court, have been paid or will be paid on or before the Effective Date pursuant to Article XIII of the Plan, thus satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code.

V. **Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)).** The Debtors did not provide “retiree benefits,” as defined in section 1114(a) of the Bankruptcy Code, prior to the Petition Date. Accordingly, section 1129(a)(13) of the Bankruptcy Code does not apply.

W. **Domestic Support Obligations (11 U.S.C. § 1129(a)(14)).** The Debtors are not required to pay any domestic support obligations. Accordingly, section 1129(a)(14) of the Bankruptcy Code is not applicable to the Plan.

X. **Individual Cases Subject to Objection by Unsecured Creditor (11 U.S.C. § 1129(a)(15)).** The Debtors are not individuals. Accordingly, section 1129(a)(15) of the Bankruptcy Code is not applicable to the Plan.

Y. **Transfers of Property Pursuant to Non-Bankruptcy Law (11 U.S.C. § 1129(a)(16)).** Each Debtor is a moneyed, business or commercial corporation and accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable to the Plan.

Z. No Unfair Discrimination; Fair and Equitable Treatment (11 U.S.C.

§ 1129(b)). The classification and treatment of Claims and Equity Interests in Classes 6, 7 and 8, which are deemed to have rejected the Plan, is proper pursuant to section 1122 of the Bankruptcy Code, and does not discriminate unfairly pursuant to section 1129(b)(1) of the Bankruptcy Code. Pursuant to section 1129(b)(1) of the Bankruptcy Code, the Plan may be confirmed notwithstanding the fact that not all Impaired Classes have voted to accept the Plan, if all of the requirements of section 1129(a) of the Bankruptcy Code, other than section 1129(a)(8) have been met. Classes 4 and 5 are Impaired Classes of Claims that voted to accept the Plan, and there is no Class of Creditors or Equity Interests junior to the Holders of Claims or Equity Interests in Class 6, Class 7, or Class 8 that will receive or retain property under the Plan on account of their Claims or Equity Interests, unless all senior Classes are paid in full. Class 7 and Class 8 will receive a surplus through the Stock Trust only if every Holder of an Allowed Claim in Class 6 shall “receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim” before any junior Class receives anything. Accordingly, the requirements of section 1129(b)(2) of the Bankruptcy Code are satisfied with respect to Class 6. There is no Class junior to Class 7 and Class 8, which share Pro Rata. Therefore, the Plan does not violate the absolute priority rule, does not discriminate unfairly, and is fair and equitable with respect to each Class that is deemed to have rejected the Plan. Based upon the foregoing, the Plan satisfies the requirements for Confirmation set forth in section 1129(b) of the Bankruptcy Code, with respect to Class 6, Class 7, and Class 8.

AA. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only chapter 11 plan currently proposed in the Chapter 11 Cases, and the requirements of section 1129(c) of the Bankruptcy Code are therefore satisfied.

BB. **Principal Purpose (11 U.S.C. § 1129(d)).** The principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of section 5 of the Securities Act, and no governmental unit has objected to the Confirmation of the Plan on any such grounds. The Plan therefore satisfies the requirements of section 1129(d) of the Bankruptcy Code.

CC. **Good Faith Solicitation (11 U.S.C. § 1125(e)).** Based on the record before the Court in the Chapter 11 Cases, the Debtors and their officers, directors, employees, advisors, Professionals, and agents have acted in good faith within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to the solicitation of acceptances of the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code, and they are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the injunction and exculpation provisions set forth in Article XI of the Plan.

DD. **Assumption of Executory Contracts and Unexpired Leases (11 U.S.C. § 1123(b)(2)).** Article V of the Plan governing the assumption of executory contracts and unexpired leases meets the requirements of section 365(b) of the Bankruptcy Code. There have been no unresolved objections to the Debtors' assumption of executory contracts and unexpired leases pursuant to the Plan. The assumption of the Debtors' executory contracts and unexpired leases pursuant to the Plan is in the Debtors' valid business judgment, and the Debtors have provided adequate assurance of future performance (as that term is used in section 365 of the Bankruptcy Code) under the executory contracts and unexpired leases to be assumed. No further adequate assurance of future performance is required.

EE. **Cure of Defaults (11 U.S.C. § 1123(d)).** The cure amounts set forth in the Cure Notice have been determined in accordance with the underlying agreements and applicable bankruptcy and non-bankruptcy law. Any counterparty to an executory contract or unexpired lease that received a Cure Notice and failed to object, whether formally or informally, to the proposed assumption and related cure amount by July 10, 2013 at 4:00 p.m. (prevailing U.S. Eastern Time), or by such other time mutually agreed to between the applicable Debtors and such counterparty, shall be deemed to have assented to such assumption and the cure amount set forth in the applicable Cure Notice, which amount shall constitute the Allowed Cure Claim with respect to the applicable executory contract or unexpired lease.

FF. **Satisfaction of Confirmation Requirements and Conditions to Confirmation.** The Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code and Article VI of the Plan.

GG. **Retention of Jurisdiction.** The Court may properly retain jurisdiction over the matters set forth in Article XII of the Plan and/or section 1142 of the Bankruptcy Code.

HH. **Substantive Consolidation.** Based on the information contained in the Disclosure Statement and all evidence and arguments made, proffered, or adduced at the Confirmation Hearing, and in the absence of any objections to the request for substantive consolidation of the Debtors for all purposes, the substantive consolidation of the Debtors as provided in Section 6.01 of the Plan is justified and appropriate in these Chapter 11 Cases.

II. **Plan Modifications.** Modifications made to the Plan since the solicitation comply in all respects with Section 13.07 of the Plan and sections 1122 and 1123 of the Bankruptcy Code, as required under section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019. The filing of the modified Plan with this Court and the disclosure of the modifications to

the Plan on the record at the Confirmation Hearing constitutes due and sufficient notice of such modifications, and the Court hereby finds that such modifications are non-material, not adverse to any party-in-interest under the Plan and do not require the re-solicitation of any Class.

Based upon the foregoing findings, and upon the record made before this Court at the Confirmation Hearing, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED:

1. **Confirmation.** The Plan, as and to the extent modified by this Confirmation Order, is approved and confirmed under section 1129 of the Bankruptcy Code. The actions and agreements contemplated by the Plan, including the Litigation Trust Agreement and the Stock Trust Agreement (including any amendments, modifications, and supplements thereto and documents referred to in such papers consistent with the Plan), and execution, delivery, and performance thereof by the Debtors are authorized and approved as finalized, executed, and delivered. The terms of the Plan are incorporated by reference into, and are an integral part of, this Confirmation Order. The Plan complies with all applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules relating to and regarding Confirmation.

2. **General Settlement of Claims.** Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distribution, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved pursuant to the Plan. Subject to Article IX of the Plan, all Distributions made to Holders of Allowed Claims in any Class shall be final.

3. **Automatic Stay.** The automatic stay under section 362 of the Bankruptcy Code is hereby modified to the extent necessary to implement the Plan.

4. **Implementation Steps.** All implementation steps set forth in the Plan are hereby approved, including, without limitation, the formation of the Stock Trust and the Litigation Trust. All other transactions contemplated by the Plan may be effected prior to, on, or subsequent to the Effective Date without any further action by Holders of Equity Interests or the directors, managers, or other responsible persons of the Debtors.

5. **Revesting of Assets.** Except as expressly provided in the Plan or in this Confirmation Order, including setoff rights preserved under Paragraph 28 below, all Revested Assets shall be revested in THQI free and clear of Liens, Claims, encumbrances, charges, interests of Holders of Claims and Equity Interests and other interests on the Effective Date. On the Effective Date, the Derivative Actions shall be vested in the Litigation Trust free and clear of Liens, Claims, encumbrances, charges, interests of Holders of Claims and Equity Interests and other interests. The Court shall retain jurisdiction to determine disputes as to property interests created or vested by the Plan.

6. **Cancellation or Amendment of Securities and Agreements.** On the Effective Date, the Plan shall be consummated in accordance with the provisions set forth therein and, upon the effectiveness of such transactions on the Effective Date (a) the Claims against and Equity Interests in the Debtors shall be deemed cancelled and terminated without further act or action under applicable agreements, law, Orders, regulations or rules, and THQI shall not have any continuing obligations therefor; *provided, however*, that notwithstanding Confirmation or consummation, the Convertible Notes, the Convertible Notes Indenture, and any other similar agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of (i) allowing such Holder to receive Distributions under and in accordance with the Plan; (ii) allowing THQI and the Convertible Notes Indenture Trustee (to the extent provided in

the Plan) to make Distributions, if any, on account of Allowed Claims; (iii) allowing THQI and the Indenture Trustee to perform any necessary administrative functions with respect to the Distributions (if any) to be made on account of Allowed Claims; and (iv) permitting the Convertible Notes Indenture Trustee to assert its Indenture Trustee Charging Lien against such Distributions to Holders of Convertible Notes Claims for the payment of the Convertible Notes Indenture Trustee Fee. Notwithstanding the foregoing, the Convertible Notes Indenture Trustee Fee shall be paid, to the extent Allowed, as an Administrative Claim. To the extent that the Convertible Notes Indenture Trustee Fee is not Allowed in full as an Administrative Claim, any remaining balance shall be paid from, and not in addition to, the Distributions to Holders of Convertible Notes Claims.

7. **Substantive Consolidation.** Pursuant to sections 105(a), 541, 1123 and 1129 of the Bankruptcy Code, the substantive consolidation of the Debtors is hereby approved, effective as of the Effective Date. As a result of such substantive consolidation, on and after the Effective Date (i) all assets and liabilities of the Debtors shall be treated as though they were pooled; (ii) no Distributions shall be made under the Plan on account of any Claim held by a Debtor against any other Debtor; (iii) no Distributions shall be made under the Plan on account of any Equity Interest held by a Debtor in any other Debtor; and (iv) all guarantees of any Debtor of the obligations of any other Debtor shall be eliminated so that any Claim against any Debtor and any guarantee thereof executed by any other Debtor, and any joint or several liability of any of the Debtors shall be one obligation of the substantively consolidated Debtors.

8. **Post-Effective Date Corporate Existence.**

(a) The Equity Interests in THQI shall be cancelled, and a single share of stock in THQI shall be issued to the Stock Trust, and THQI shall be prohibited from issuing any

non-voting equity securities. THQI shall amend its articles or by-laws to bar the issuance of non-voting equity securities.

(b) Each Debtor is authorized and empowered, but not required, to merge into or with each other Debtor to take and cause to be taken such actions as are necessary to carry out such mergers, in each case, on such terms and conditions it may deem necessary or desirable. THQI is authorized and empowered to file all tax returns for the Debtors, and may, if appropriate, (a) effect the dissolution of the Debtors other than THQI as soon as practicable after the Effective Date and (b) effect the dissolution of THQI and any remaining Debtors after all Distributions have been completed.

(c) The duties and responsibilities of THQI, as the sole shareholder of THQ International GmbH (“TIG”); the Stock Trustee as sole shareholder of THQI; and any director or officer of THQI shall be governed by applicable nonbankruptcy law.

9. **Directors and Officers.** As of the Effective Date, the Stock Trustee or his designee shall be the sole member of the board of directors of each Debtor and each individual who has previously served as a director shall be deemed to have resigned and shall have no further duties or responsibilities to any of the Debtors from and after the Effective Date.

10. **Entity Action.**

(a) All matters provided for under the Plan that would otherwise require approval of the stockholders, directors, members, managers or partners of one or more of the Debtors, including (i) the effectiveness of the certificates of incorporation and bylaws of the Debtors, and (ii) the election or appointment, as the case may be, of directors and officers of the Debtors, will be deemed to be in effect from and after the Effective Date pursuant to section 303 of the Delaware General Corporation Law or other applicable law of the states in which the

Debtors are organized, without any requirement of further action by the stockholders, directors, members, managers, or partners of the Debtors.

(b) The substantive consolidation effected pursuant to Section 6.01(a) of the Plan shall not affect, without limitation, (i) the Debtors', the Stock Trustee's or the Litigation Trustee's (x) defenses to any Claim or cause of action, including without limitation the ability to assert any counterclaim; (y) setoff or recoupment rights, or (z) requirements for any third party to establish mutuality prior to substantive consolidation in order to assert a right of setoff against the Debtors, the Stock Trustee, or the Litigation Trustee; (ii) distributions to the Debtors, the Stock Trustee and/or the Litigation Trustee out of any insurance policies or proceeds of such policies; or (iii) the rights of any Holder of a Secured Claim with respect to the Collateral securing its Claim. The substantive consolidation effected pursuant to Section 6.01(a) of the Plan shall not prejudice the Causes of Action and the Avoidance Actions, each subject to the releases set forth in Article XI of the Plan, which shall survive entry of the Confirmation Order for the benefit of the Debtors and their Estates, as if there had been no substantive consolidation.

11. **Distributions.** THQI shall make, cause to be made, or facilitate, the Distributions required under the Plan to all Holders of Allowed Claims. If there is a surplus remaining after all Allowed Claims are paid the Distributions to which they are entitled under the Plan, THQI shall transfer that surplus to the Stock Trustee for Distribution to the Holders of Class 7 Claims and Class 8 Equity Interests.

12. **Distribution Record Date.** Except as provided in this Paragraph, the Debtors and the Debtors' Estates shall have no obligation to recognize the transfer of any of the Claims against the Debtors occurring after the Distribution Record Date (*i.e.*, the date on which this Order is entered on the docket of this Court) and shall be entitled for all purposes relating to the

Plan to recognize and deal only with those Holders of record as of 5:00 p.m. (prevailing U.S. Eastern Time) on the Distribution Record Date. Notwithstanding the foregoing and Section 8.12 of the Plan, the Plan shall not prevent the transfer of Claims by any Holder on the Distribution Record Date to that Holder's affiliate or equity holder as a dividend from any subsidiary to its parent company, or any transfer that occurs by operation of law or upon the death or disability of any Holder.

13. **Cash Payments.** The sources of all Distributions and payments under the Plan are and will be Cash. Cash Distributions made pursuant to the Plan shall be in United States funds, by check drawn on a domestic bank, or by wire transfer from a domestic bank. Cash payments made pursuant to the Plan in the form of a check shall be null and void if not cashed within 180 days of the date of issuance thereof.

14. **Delivery of Distributions.** If the Distribution to any Holder of an Allowed Claim is returned as undeliverable, THQI shall use commercially reasonable efforts to determine the current address of such Holder. Undeliverable Distributions shall be held by THQI, subject to Section 8.06 of the Plan.

15. **Withholding Taxes.** THQI shall comply with all withholding, reporting, certification, and information requirements imposed by any federal, state, local, or foreign taxing authority and all Distributions under the Plan shall, to the extent applicable, be subject to any such withholding, reporting, certification, and information requirements. Holders of Claims or Equity Interests entitled to receive Distributions under the Plan shall, as a condition to receiving such Distributions, provide such information and take such steps as THQI may reasonably require to ensure compliance with such withholding and reporting requirements, and to enable THQI to obtain the certifications and information as may be necessary or appropriate to satisfy

the provisions of any tax law. Any Holder that does not provide THQI with the requisite information that THQI has requested may be deemed to have forfeited such Holder's right to such Distributions, which shall be treated as an undeliverable or unclaimed Distribution under Section 8.06 of the Plan.

16. **Disputed Claims.** If the Debtors or any other party in interest disputes any Claim against the Debtors, such dispute shall be (i) adjudicated in this Court or in any other court having jurisdiction over such dispute (provided that any dispute in respect of any reinstated claim shall be adjudicated in any court having jurisdiction over such dispute), or (ii) settled or compromised without any further notice to or action, Order, or approval by the Court, as the case may be, under applicable law.

17. **Executory Contracts and Unexpired Leases.** Except for the executory contracts and unexpired leases specifically identified on Schedule 5.01(a) (included in the Plan Supplement, and as may be amended at any time prior to the Effective Date), all other executory contracts and unexpired leases that exist between the Debtors and any counterparty shall be rejected by the applicable Debtor as of the Effective Date. The assumption of the executory contracts and unexpired leases provided for in the Plan is hereby approved pursuant to section 365(a) of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to the Plan or by any Order of this Court shall revert in and be fully enforceable by and against THQI in accordance with its terms.

18. **Cure of Defaults.** Except as may otherwise be agreed to by the Debtors and the non-Debtor counterparty to the contract or lease, within 30 days after the Effective Date, THQI shall cure any and all undisputed defaults under any executory contract or unexpired lease assumed pursuant to the Plan, in accordance with section 365(b) of the Bankruptcy Code. In the

event of a dispute regarding (i) the cure obligation, (ii) the ability of THQI to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the executory contract or unexpired lease to be assumed, or (iii) any other matter pertaining to assumption, the payments required by section 365(b)(1) of the Bankruptcy Code in respect of cure obligation shall be made following the entry of a final Order from this Court resolving the dispute. Notwithstanding the foregoing, having determined that no timely objection has been received with respect to the Debtors’ proposed cure obligations, all cure obligations with respect to any assumed executory contracts or unexpired leases shall be fixed in the amount listed on Schedule 5.01(a).

19. **Contracts and Leases Entered into after the Petition Date.** Contracts and leases entered into Postpetition by the Debtors, including any executory contracts and unexpired leases assumed by the Debtors, shall be performed by the Debtors in the ordinary course of business. Accordingly, such contracts and leases (including any assumed executory contracts and unexpired leases) shall survive and remain unaffected by the entry of this Confirmation Order.

20. **Debtors’ Reservation of Rights Regarding Executory Contracts.** Neither the exclusion nor inclusion of any executory contract or unexpired lease on Schedule 5.01(a), nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an executory contract or unexpired lease or that the Debtors have any liability thereunder.

21. **Administrative Claims.**

(a) Other than in respect of Professional Fee Claims, and except to the extent that the Holder of an Allowed Administrative Claim agrees to less favorable treatment or unless

otherwise ordered by this Court, each Holder of an Allowed Administrative Claim shall receive in full satisfaction, discharge, exchange, and release thereof, Cash from the Administrative Claims Reserve in an aggregate amount equal to the amount of such Allowed Administrative Claim on the later of (a) the Effective Date or (b) the 15th Business Day after such Administrative Claim becomes an Allowed Administrative Claim, or, in either case, as soon thereafter as is practicable; provided, however, that (i) Ordinary Course Administrative Claims shall be paid in Cash in full after the Effective Date from the Administrative Claims Reserve in accordance with the terms and conditions of the particular transactions, any applicable agreements, or as otherwise authorized by this Court; (ii) no Priority Tax Claim shall be payable until otherwise payable under applicable non-bankruptcy law; and (iii) each Professional Fee Claim shall be payable only after this Court enters an Order awarding such Professional Fee Claim.

(b) All requests for payment of an Administrative Claim that arose during the Second Covered Period (*i.e.*, the period from and including April 4, 2013 through and including the Effective Date), except for U.S. Trustee Fees, Professional Fee Claims, and Ordinary Course Administrative Claims, shall be filed with this Court no later than the date that is 20 days after the Effective Date, or, if such date is not a Business Day, the next Business Day thereafter (the “**Administrative Claim Bar Date**”). Any person (as such term is defined in the Bankruptcy Code and including governmental units, “**Person**”) required to file a request for payment of Administrative Claims and who does not timely file such request by the Administrative Claim Bar Date shall be forever barred from asserting such Claims against the Debtors, the Estates, or their respective property, without the need for any objection by the Debtors or further notice to, or action, order, or approval of the Court.

(c) All objections to the allowance of Administrative Claims must be filed with this Court by parties in interest no later than 60 days after the Administrative Claim Bar Date (the “**Administrative Claim Objection Deadline**”). The Administrative Claim Objection Deadline may be extended for a one-time 60 day period by THQI by filing a notice of the extended Administrative Claim Objection Deadline with this Court, and giving notice of such extension to all creditors and parties in interest. Thereafter, the Administrative Claim Objection Deadline may be further extended only by an Order of this Court. If no objection to such Administrative Claim is filed on or before the Administrative Claim Objection Deadline, such Administrative Claim shall be deemed an Allowed Administrative Claim as of that date.

22. **Professional Fee Claims.**

(a) Any Holder of a Professional Fee Claim seeking an award by this Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date shall (i) file with this Court such Holder’s interim (if applicable) and final applications for allowances of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by no later than the 45th day after the Effective Date; and (ii) if granted such an award by this Court, be paid from the Administrative Claims Reserve in full satisfaction, exchange, and release of such Claim, Cash in such amounts as are Allowed by this Court on the date such Professional Fee Claim becomes an Allowed Claim, or as soon thereafter as is practicable.

(b) All objections to the allowance of Professional Fee Claims through the Effective Date shall be filed and served by no later than the 65th day after the Effective Date.

(c) The Debtors shall establish the Administrative Claims Reserve pursuant to Section 8.13(a) of the Plan to include an amount equal to the aggregate amount of such estimated

Professional Fee Claims, unless otherwise previously paid by the Debtors. If a Professional fails to submit an estimate of its fees and expenses in accordance with this Section 2.05(c) of the Plan, THQI shall not pay such Professional's Allowed Professional Fee Claim from the Administrative Claims Reserve, except to the extent any other Professional is entitled to less than the full amount of its estimated Professional Fee Claim, but rather shall pay such Claim from any other source available to THQI.

23. **Claims Based on Rejection of Executory Contracts or Unexpired Leases.** A Proof of Claim with respect to a Claim, if any, arising from the rejection of an executory contract or unexpired lease pursuant to the Plan must be submitted to the Debtors' Claims and Noticing Agent so as to be actually received no later than 5:00 p.m. (prevailing U.S. Pacific Time) on the date that is 30 days following Confirmation Date. Any Claim arising from the rejection of an executory contract or unexpired lease not received within such time shall be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Estates, or their respective property, without the need for any objection by the Debtors or further notice to, or action, order, or approval of this Court.

24. **Ad Hoc Committee Fees.** Andrews Kurth LLP, in its capacity as counsel for the Ad Hoc Committee, and Houlihan Lokey Capital, Inc., in its capacity as financial advisor for the Ad Hoc Committee, shall file a request for payment of reasonable fees and expenses in accordance to the procedures governing all other Professional Fee Claims.

25. **Releases, Injunction, and Exculpation.** The releases, injunctions, and exculpation set forth in Article XI of the Plan are hereby approved and shall be effective and binding on all Persons to the extent provided therein; *provided* that the releases, injunction, and

exculpation shall not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan.

26. **Injunction Against Interference with Plan.** Upon the entry of the Confirmation Order, all Holders of Claims and Equity Interests and other parties in interest, along with their respective present or former affiliates, employees, agents, officers, directors, or principals, shall be enjoined from taking any action to interfere with the implementation or consummation of the Plan. Any Person injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' and experts' fees and disbursements, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

27. **Term of Injunctions.** Except as otherwise provided in the Plan or this Confirmation Order, all injunctions or stays provided in, or in connection with, the Chapter 11 Cases, whether pursuant to section 105, section 362, or any other provision of the Bankruptcy Code, other applicable law or court Order, in effect immediately prior to Confirmation will remain in full force and effect until the Effective Date and shall remain in full force and effect thereafter to the extent necessary and provided for in the Plan or in the Confirmation Order. In addition, on and after Confirmation Date, the Debtors may seek further Orders to preserve the status quo during the time between the Confirmation Date and the Effective Date or to enforce the provisions of the Plan.

28. **Release of Liens and Encumbrances.** The release of Liens and encumbrances pursuant to Section 11.09 of the Plan is expressly incorporated into this Confirmation Order as if set forth in full. For the avoidance of doubt, Section 11.09(a) of the Plan shall not release permitted encumbrances on the Debtors' Assets, including Liens or encumbrances securing any Secured Tax Claim or Other Secured Claim (including Secured Claims arising from setoff and/or

recoupment) regardless of whether such Claim is an Allowed Claim as of the Effective Date; *provided, however*, that if such permitted Lien or encumbrance secures a Secured Tax Claim or Other Secured Claim, such Lien or encumbrance shall upon payment of the consideration set forth in Article IV of the Plan, as the case may be, automatically, and without further action by the Debtors or THQI, be deemed released pursuant to Section 11.09(b) of the Plan. In all other cases, pursuant to Section 11.09(c), Liens or encumbrances shall automatically, and without further action by the Debtors or THQI, be deemed released immediately upon the occurrence of the Effective Date. Notwithstanding anything to the contrary contained in the Plan or the Confirmation Order, MediaVest Worldwide, a division of Starcom MediaVest Group, Inc. and Starcom Worldwide, Inc., as successor-in-interest to and/assignee of Starcom Worldwide, formerly another division of Starcom MediaVest Group, Inc. (collectively, “**Starcom**”) shall retain and reserve all rights of setoff and recoupment available to Starcom under applicable law. The Debtors shall retain any objections and defenses to setoff and recoupment available under applicable law. Nothing in the Plan or Confirmation Order shall be deemed to release or otherwise impair the Debtors’ or Starcom’s rights or defenses with respect to any setoff or recoupment.

29. **Rule 2004 Examinations.** The power of the Debtors to conduct examinations pursuant to Bankruptcy Rule 2004 is expressly preserved following the Effective Date.

30. **Indemnification Obligations.** The Stock Trustee and the Litigation Trustee shall be indemnified and receive reimbursement against and from all loss, liability, expense (including counsel fees) or damage which the Stock Trustee or the Litigation Trustee may incur or sustain in the exercise and performance of any of their respective powers and duties under the Plan, to the fullest extent permitted by law, except if such loss, liability, expense or damage is finally

determined by a court of competent jurisdiction to result solely from the Stock Trustee's or the Litigation Trustee's willful misconduct, fraud, intentional misconduct, or gross negligence. The amounts necessary for such indemnification and reimbursement shall be paid by THQI out of the Available Cash. The Stock Trustee and the Litigation Trustee shall not be personally liable for this indemnification obligation or the payment of any expense of administering the Plan or any other liability incurred in connection with the Plan, and no Person shall look to the Stock Trustee or the Litigation Trustee personally for the payment of any such expense or liability. This indemnification shall survive the death, resignation or removal, as may be applicable, of the Stock Trustee and Litigation Trustee and shall inure to the benefit of the Stock Trustee's and the Litigation Trustee's successors, heirs and assigns, as applicable.

31. **Preservation of Causes of Action; Settlement.** Unless expressly released or waived pursuant to Article XI of the Plan, THQI shall be vested with, retain, and may enforce all of the Debtors' rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated by the Debtors; and THQI's rights to commence, prosecute, or settle such Causes of Action shall be preserved. THQI may pursue such Causes of Action, as appropriate. No Person may rely on the absence of a specific reference in the Plan, the Disclosure Statement, or any other filing to any Cause of Action against such Person as any indication that the Debtors, or THQI, as applicable will not pursue any and all available Causes of Action against such Person. THQI, through its authorized agents or representatives, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Causes of Action and to decline to do any of the foregoing without the consent or approval of any third

party or further notice to or action, Order, or approval of this Court. Unless any Causes of Action against any Person are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or an Order of this Court, the right of the Debtors to reserve all Causes of Action for later adjudication shall not be prejudiced by entry of this Confirmation Order, or the occurrence of the Effective Date, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation of the Plan or the occurrence of the Effective Date.

32. **Preservation of Derivative Actions; Settlement.** On the Effective Date, the Derivative Actions shall be vested in the Litigation Trust, and the Litigation Trustee shall be, and hereby is, appointed as the representative of the respective Estates pursuant to sections 1123(a)(5), (a)(7), and (b)(3)(B) of the Bankruptcy Code with respect to the Derivative Actions and, as such, shall be vested with the sole authority and power (subject to the Litigation Trust Agreement) to (a) administer, hold, and liquidate the Derivative Actions; and (b) administer, investigate, prosecute, settle, and abandon all Derivative Actions in the name of, and for the benefit of, the Estates, subject to the limitations set forth in the Plan. The Litigation Trustee shall have the right to prosecute the Derivative Actions as the authorized representative of the Debtors and the Estates. As the representative of the Estates, the Litigation Trustee shall succeed to all of the rights and powers of the Debtors and the Estates with respect to the Derivative Actions, and the Litigation Trustee shall be substituted for and shall replace the named plaintiffs and the Committee, as applicable, as the party in interest in all Derivative Actions pending as of the Effective Date. No former shareholder of THQI shall have the right to prosecute any Derivative Action. As of the Effective Date,

subject to the Litigation Trust Agreement, the Litigation Trustee shall be authorized to exercise and perform the rights, powers, and duties held by the Debtors' Estates with respect to the Derivative Actions, including, without limitation, the authority under section 1123(b)(3) of the Bankruptcy Code to provide for settlement, adjustment, retention, and enforcement of claims and interests of the Estates, without the consent or approval of any third party, and without any further Order of this Court, except as otherwise provided in the Plan or the Confirmation Order.

33. **Dissolution of the Committee.** The functions of the Committee shall terminate on the 30th day following the Effective Date. The Committee shall be deemed dissolved as of such date, and the members of the Committee shall be released and discharged of all further authority, duties, responsibilities, and obligations related to and arising from their service as Committee members; *provided, however,* that following the Effective Date, the Professionals to the Committee shall be entitled to assert any claims for compensation for services rendered or reimbursement of expenses incurred after the Effective Date, which fees and expenses shall be paid in the ordinary course of business upon submission to THQI of appropriate documentation. Notwithstanding anything in the Plan to the contrary, THQI is authorized to prosecute any objection, action, or proceeding filed by the Committee that is not resolved prior to dissolution of the Committee and to engage the Committee's current counsel and advisors to do so.

34. **Non-occurrence of Effective Date.** In the event that the Effective Date does not occur, this Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting unexpired leases pursuant to section 365(d)(4) of the Bankruptcy Code.

35. **Section 1146 Exemption.** Pursuant to section 1146 of the Bankruptcy Code, any transfers of property pursuant to, in contemplation of, or in connection with the Plan shall not be subject to any United States document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

36. **Objections.** All Objections, including any Objections to the Plan, the Confirmation Order, and/or the proposed cure obligations, that have not been withdrawn, waived, or settled pertaining to the Confirmation of the Plan are overruled on the merits. Furthermore, all reservation of rights, responses to, and statements and comments, if any, in opposition to the Plan, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Confirmation Hearing, shall be, and hereby are, overruled in their entirety for the reasons stated on the record.

37. **Plan Supplement and Plan-Related Filings.** Each of the documents that comprise the Plan Supplement in addition to other documents filed as required by the Plan, including the list of retained Causes of Action [D.I. 827]; the Litigation Trustee Disclosures and Stock Trustee Disclosures [D.I. 835]; and the Litigation Trust Agreement and Stock Trust Agreement [D.I. 791], are part of the Plan and are hereby approved in connection with Confirmation of the Plan.

38. **Notice of Entry of Confirmation Order and Effective Date.** Pursuant to Bankruptcy Rules 2002 and 3020(c), the Debtors are hereby authorized and directed to serve a notice of entry of this Confirmation Order and the occurrence of the Effective Date, substantially in the form attached hereto as **Exhibit B** (the “**Notice of Confirmation and Effective Date**”) no later than 5 Business Days after the Effective Date, on all Holders of Claims against or Equity Interests in the Debtors and all other Persons on whom the Confirmation Hearing Notice was served. The form of the Notice of Confirmation and Effective Date is hereby approved in all respects. The Notice of Confirmation and Effective Date shall constitute good and sufficient notice of the entry of this Confirmation Order and of the relief granted herein, and no other or further notice of entry of this Confirmation Order or the occurrence of the Effective Date need be given.

39. **Reference to Plan.** Any document related to the Plan that refers to a chapter 11 plan of the Debtors other than the Plan confirmed by this Confirmation Order shall be, and it hereby is, deemed to be modified such that the reference to a chapter 11 plan of the Debtors in such document shall mean the Plan confirmed by this Confirmation Order, if appropriate.

40. **References to Plan Provisions.** The failure to specifically include or reference any particular provision of the Plan in the Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Plan (and all exhibits and schedules thereto) be confirmed in its entirety and incorporated herein by reference.

41. **Rules Governing Conflicts Between Documents.** In the event of a conflict between the terms or provisions of the Plan and any other Plan Documents, the terms of the Plan shall control over such Plan Documents. In the event of a conflict between the terms of the Plan or the Plan Documents, on the one hand, and the terms of this Confirmation Order, on the other

hand, the terms of this Confirmation Order shall control. This Confirmation Order shall supersede any Orders of the Court issued prior to the Confirmation Date that may be inconsistent herewith.

42. **Governmental Approvals Not Required.** Except as set forth in the Plan, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to (i) the implementation or consummation of the Plan and (ii) any related documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Disclosure Statement, any related documents, instruments or agreements related thereto, and any amendments or modifications to any of the foregoing.

43. **Binding Effect.** The Plan shall be binding upon the Debtors, all Holders of Claims and Equity Interests (whether or not the Claims and Equity Interests of such Holders are Impaired under the Plan and whether or not such Holders have accepted the Plan), parties in interest, governmental units (to the fullest extent permitted by law), or other Persons, and their respective successors and assigns.

44. **No Admissions.** As to contested matters, adversary proceedings, and other Causes of Action or threatened Causes of Action, nothing in the Plan, the Plan Supplement, or the Disclosure Statement shall constitute or be construed as an admission of any fact or liability, stipulation, or waiver, but rather as a statement made in settlement negotiations. The Plan shall not be construed to be conclusive advice on the tax, securities, and other legal effects of the Plan as to Holders of Claims against, or Equity Interests in, the Debtors or any of their subsidiaries and affiliates, as debtors and debtors in possession in the Chapter 11 Cases.

45. **Retention of Jurisdiction.** The Court retains jurisdiction over the matters set forth in Article XII of the Plan and/or section 1142 of the Bankruptcy Code.

46. **Effect on Foreign Subsidiaries.** Nothing in the Plan or the Confirmation Order (a) gives this Court jurisdiction over the liquidation of the Debtors' foreign subsidiaries, including, but not limited to, TIG, T.HQ (Holdings) Ltd., THQ (UK) Limited, THQ Entertainment Germany GmbH, THQ France S.a.r.l., THQ Interactive Entertainment España S.L.U., and THQ Italy S.r.l. (collectively, the "**Foreign Subsidiaries**"); or (b) enjoins or otherwise prohibits the Foreign Subsidiaries from instituting or proceeding with separate liquidation proceedings.

47. **Stay of Confirmation Order.** Pursuant to Bankruptcy Rule 3020(e), the Confirmation Order shall be stayed until the expiration of 14 days after the entry of the Confirmation Order.

Dated: _____, 2013
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Modified First Amended Plan

Exhibit B

Notice of Confirmation and Effective Date

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

THQ INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 12-13398 (MFW)
(Jointly Administered)

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING AMENDED CHAPTER 11
PLAN OF LIQUIDATION OF THQ INC. AND ITS AFFILIATED DEBTORS;
(II) EFFECTIVE DATE; AND (III) BAR DATE FOR FILING ADMINISTRATIVE
CLAIMS, PROFESSIONAL FEE CLAIMS, AND REJECTION DAMAGE CLAIMS**

**TO ALL CREDITORS, EQUITY INTEREST HOLDERS, AND OTHER PARTIES IN
INTEREST:**

PLEASE TAKE NOTICE that on December 19, 2012 (the “Petition Date”), the Debtors filed a petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that on July [___], 2013, the Bankruptcy Court entered an order [Docket No. ___] (the “Confirmation Order”) confirming the *Amended Chapter 11 Plan of Liquidation of THQ Inc. and Its Affiliated Debtors*, dated May 28, 2013 [Docket No. 709] (as amended or modified through the date hereof, the “Plan”). Unless otherwise defined in this notice, capitalized terms used herein shall have the meanings ascribed to them in the Plan and the Confirmation Order.

PLEASE TAKE FURTHER NOTICE that on July [___], 2013 (the “Effective Date”), the Plan became effective in accordance with its terms as set forth in Section 6.04 of the Plan.

PLEASE TAKE FURTHER NOTICE of the following provisions contained in the Confirmation Order:

1. Administrative Claim Bar Date. All requests for payment of an Administrative Claim that arose during the Second Covered Period (*i.e.*, the period from and including April 4, 2013 through and including the Effective Date), except for U.S. Trustee Fees, Professional Fee Claims, and Ordinary Course Administrative Claims, shall be filed with the Bankruptcy Court and served on (i) counsel for the Debtors—Gibson, Dunn &

¹ The debtors in these chapter 11 cases and the last four digits of each debtor’s taxpayer identification number are as follows: THQ Inc. (1686); THQ Digital Studios Phoenix, Inc. (1056); THQ Wireless Inc. (7991); Volition, Inc. (4944); and Vigil Games, Inc. (8651) (collectively, the “Debtors”). The Debtors’ principal offices are located at 29903 Agoura Road, Agoura Hills, CA 91301.

Crutcher LLP, 333 South Grand Avenue, Los Angeles, California 90071, Attn: Jeffrey C. Krause, Esq. (jkrause@gibsondunn.com), and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Esq. (mnestor@ycst.com), M. Blake Cleary, Esq. (mbcleary@ycst.com), and Jaime Luton Chapman, Esq. (jchapman@ycst.com) and (ii) counsel for the Committee—Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Adam G. Landis, Esq. (landis@lrclaw.com), Kerri K. Mumford, Esq. (mumford@lrclaw.com), and J. Landon Ellis, Esq. (ellis@lrclaw.com), and Andrews Kurth LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Paul N. Silverstein, Esq. (paulsilverstein@andrewskurth.com) and Jonathan I. Levine, Esq. (jonathanlevine@andrewskurth.com) (collectively, the “Notice Parties”) **so as to be actually received no later than August [], 2013**, unless otherwise ordered by the Bankruptcy Court (the “Administrative Claim Bar Date”).

Any person required to file a request for payment of Administrative Claims and who does not timely file such request by the Administrative Claim Bar Date shall be forever barred from asserting such Claims against the Debtors, the Estates, or their respective property, without the need for any objection by the Debtors or further notice to, or action, order, or approval of the Bankruptcy Court.

All objections to the allowance of Administrative Claims must be filed with the Bankruptcy Court by parties in interest no later than 60 days after the Administrative Claim Bar Date (the “Administrative Claim Objection Deadline”). The Administrative Claim Objection Deadline may be extended for a one-time 60 day period by THQI by filing a notice of the extended Administrative Claim Objection Deadline with the Bankruptcy Court, and giving notice of such extension to all creditors and parties in interest. Thereafter, the Administrative Claim Objection Deadline may be further extended only by an Order of the Bankruptcy Court. If no objection to such Administrative Claim is filed on or before the Administrative Claim Objection Deadline, such Administrative Claim shall be deemed an Allowed Administrative Claim as of that date.

2. Professional Fee Claims. Any person asserting a Professional Fee Claim, on or prior to the Confirmation Date, must have provided the Debtors with a written estimate of the maximum amount of its requested compensation and reimbursement through the Effective Date. Each Holder of a Professional Fee Claim seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date shall file such Holder’s interim (if applicable) and final applications with the Bankruptcy Court and serve a copy on (i) THQ Inc., 29903 Agoura Road, Agoura Hills, California 91301, Attn: Ed Kaufman and (ii) each of the Notice Parties **so as to be actually received no later than September [], 2013**, unless otherwise ordered by the Bankruptcy Court.

Any person required to file a request for payment of a Professional Fee Claim and who does not timely file such request shall be forever barred from asserting such Claims against the Debtors, the Estates, or their respective property, without the need for any

objection by the Debtors or further notice to, or action, order, or approval of the Bankruptcy Court.

All objections to the allowance of Professional Fee Claims through the Effective Date must be filed and served by no later than **October []**, 2013, or such other date as may be fixed by Order of the Bankruptcy Court.

3. Rejection Damage Claims. A Proof of Claim with respect to a Claim, if any, arising from the rejection of an executory contract or unexpired lease pursuant to the Plan must be (i) submitted to the Debtors' Claims and Noticing Agent, KCC, at THQ Claims Processing Center, c/o KCC, 2335 Alaska Avenue, El Segundo, CA 90245 and (ii) served on each of the Notice Parties **so as to be actually received no later than 5:00 p.m. (prevailing U.S. Pacific Time) on August []**, 2013.

Any Claim arising from the rejection of an executory contract or unexpired lease not received within such time shall be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Estates, or their respective property, without the need for any objection by the Debtors or further notice to, or action, order, or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that a copy of the Plan and the Confirmation Order may be obtained contacting the Debtors' Claims and Noticing Agent, KCC, in writing, at Kurtzman Carson Consultants LLC, Attn: THQ Inc., 2335 Alaska Avenue, El Segundo, California 90245. The Plan and Confirmation Order are also available free of charge on the internet site established by KCC at <http://www.kccllc.net/THQ>. The Plan and the Confirmation Order can also be viewed on the Bankruptcy Court's website at <http://www.deb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE that the Plan and the Confirmation Order, and their respective terms and provisions, are binding on the Debtors, any entity acquiring or receiving property or a Distribution under the Plan, and any present or former Holder of a Claim against or Equity Interest in the Debtors and their successors, assigns, and parties in interest, including all governmental units, whether or not the applicable Claim or Equity Interest of such Holder is Impaired under the Plan and whether or not such Holder or entity voted to accept or reject the Plan (or abstained from voting on the Plan).

ALL PLEADINGS FILED WITH, AND ORDERS ENTERED BY, THE BANKRUPTCY COURT ARE AVAILABLE FOR INSPECTION ON THE BANKRUPTCY COURT'S INTERNET SITE AT <http://www.deb.uscourts.gov> AND AT NO COST FROM THE REORGANIZED DEBTORS' RESTRUCTURING WEBSITE, <http://www.kccllc.net/THQ>.

Dated: July [], 2013
Wilmington, Delaware

Michael R. Nestor (No. 3526)
M. Blake Cleary (No. 3614)
Jaime Luton Chapman (No. 4936)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

-and-

Oscar Garza (CA No. 149790)
Jeffrey C. Krause (CA No. 94053)
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, California 90071-1512
Telephone: (213) 229-7000
Facsimile: (213) 229-7520

Counsel to the Debtors

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