UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported):
July 16, 2009 (July 15, 2009)

SPECTRUM BRANDS, INC.
(Exact name of registrant as specified in its charter)

Wisconsin	**001-13615**	**22-2423556**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification Number)**

Six Concourse Parkway, Suite 3300
Atlanta, Georgia **30328**
(Address of Principal Executive Offices) **(Zip Code)**

(770) 829-6200
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.03. Bankruptcy or Receivership.

As previously reported, on February 3, 2009, Spectrum Brands, Inc. (the "Company") and its United States subsidiaries (together with the Company, collectively, the "Debtors") filed voluntary petitions in the United States Bankruptcy Court for the Western District of Texas (the "Bankruptcy Court") seeking reorganization relief under the provisions of Chapter 11 of Title 11 of the United States Bankruptcy Code. The Chapter 11 cases are being jointly administered by the Bankruptcy Court as Case No. 09-50456 (the "Bankruptcy Cases").

In connection with the Bankruptcy Cases, the Debtors filed a final joint plan of reorganization, as further amended by that certain first modification and that certain second modification, with the Bankruptcy Court (Docket Nos. 796 and 979, respectively) (collectively, the "Plan of Reorganization"). The joint plan of reorganization is incorporated into this Current Report on Form 8-K by reference to Exhibit 99.T3E.2 to the Company's Form T-3, filed with the Securities and Exchange Commission on April 28, 2009. Copies of the first and second modifications to the joint plan of reorganization are attached to this Current Report on Form 8-K as Exhibit 99.2 and Exhibit 99.3, respectively, and incorporated by reference into this Current Report on Form 8-K. The Plan of Reorganization is supplemented by certain implementing documents filed with the Bankruptcy Court on June 8, 2009, and amended on July 10, 2009 (collectively, the "Plan Supplement") (Docket Nos. 795 and 978, respectively).

On June 25, 2009, the Bankruptcy Court announced confirmation of the Plan of Reorganization and on July 15, 2009, the Bankruptcy Court followed that up by entering a written order (Docket No. 996) (the "Confirmation Order") confirming the Plan of Reorganization (the Plan of Reorganization as confirmed by the Confirmation Order, the "Confirmed Plan"). A copy of the Confirmation Order is attached hereto as Exhibit 99.4 and is incorporated into this Current Report on Form 8-K by reference.

On July 15, 2009, the Official Committee of Equity Security Holders (the "Committee") filed a notice of appeal of the Confirmation Order. As a result of the filing, pursuant to rules 3020(e) and 9006(a) of the Bankruptcy Rules, the Confirmation Order is stayed until July 27, 2009. The Committee is expected to seek a further stay of the Confirmation Order from the federal district court. If a further stay is not granted, the Debtors will be free to implement the Confirmed Plan following the expiration of the stay under rule 3020(e), subject to satisfaction or waiver of the conditions precedent to the effectiveness of the Confirmed Plan.

Copies of the Plan of Reorganization, the Plan Supplement and the Confirmation Order are also publicly available and may be accessed free of charge at http://loganandco.com. The information set forth on the foregoing website shall not be deemed to be part of or incorporated by reference into this Current Report on Form 8-K.

The following is a summary of the material matters contemplated to occur either pursuant to or in connection with the confirmation and implementation of the Confirmed

Plan. This summary only highlights certain of the substantive provisions of the Confirmed Plan and is not intended to be a complete description of, or a substitute for a full and complete reading of, the Confirmed Plan. This summary is qualified in its entirety by reference to the full text of the Plan of Reorganization and the Confirmation Order. All capitalized terms used herein but not otherwise defined in this Current Report on Form 8-K have the respective meanings set forth in the Plan of Reorganization.

Material Terms of the Confirmed Plan

The Debtors will emerge from bankruptcy reorganized pursuant to the Confirmed Plan, which contemplates the following restructuring transactions, among others, described in the Confirmed Plan.

1. Creditor Recoveries

The expected recoveries for holders of Claims are described in Article III of the Plan of Reorganization.

2. Conditions Precedent to the Effectiveness of the Confirmed Plan

Conditions to the consummation of the Confirmed Plan are that the following conditions have been satisfied or waived:

a. The Confirmation Order shall have been entered in form and substance reasonably satisfactory to the Debtors, each of the negotiating noteholders, and the agent for the lenders under the exit credit facility. The Confirmation Order shall, among other things, (i) provide that the Debtors and reorganized Debtors are authorized and directed to take all actions necessary or appropriate to enter into, implement and consummate the contracts, instruments, releases, leases, indentures and other agreements or documents created under or in connection with the Confirmed Plan; (ii) approve the exit credit facility in form and substance reasonably satisfactory to each of the negotiating noteholders; (iii) authorize the issuance of the new senior subordinated notes and new common stock of the reorganized Company and (iv) provide that notwithstanding rule 3020(e) of the Bankruptcy Rules, the Confirmation Order shall be immediately effective, subject to the terms and conditions of the Confirmed Plan;

b. The Confirmation Order shall not be stayed, vacated or reversed;

c. The new governing documents for the reorganized Company and its reorganized subsidiaries, the exit credit facility, amendment no. 1 to the Company’s senior term credit facility, the reorganized Company’s new equity incentive plan, the new indenture, the registration rights agreement with respect to the reorganized Company’s new common stock, and the registration rights agreement with respect to the reorganized Company’s new senior subordinated notes shall be in form and substance reasonably satisfactory to the Debtors, each of the negotiating noteholders, and the agent for the lenders under the exit

credit facility, and shall have been executed and delivered, and all conditions precedent to the effectiveness of each such document shall have been satisfied or waived, including, without limitation, and with respect to the new indenture, the effectiveness of the application for qualification of the new indenture under the Trust Indenture Act of 1939, as amended;

d. The Debtors shall have arranged for credit availability under the exit credit facility in amount, form, and substance reasonably satisfactory to the Debtors, each of the negotiating noteholders, and the agent for the lenders under the exit credit facility;

e. All material authorizations, consents, and regulatory approvals required, if any, in connection with consummation of the Confirmed Plan shall have been obtained;

f. All material actions, documents, and agreements necessary to implement the Confirmed Plan shall have been effected or executed.

As noted above, due to the notice of appeal of the Confirmation Order filed by the Committee, the Confirmation Order has been stayed until July 27, 2009.

3. Discharge, Releases, Exculpation, Indemnification and Injunction

Discharge of Claims

Except as otherwise provided in the Confirmed Plan or the Confirmation Order, upon the effective date of the Confirmed Plan the Debtors shall be deemed discharged and released under Section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims, including, but not limited to, demands and liabilities that arose before the effective date of the Confirmed Plan, and all debts of the kind specified in Section 502 of the Bankruptcy Code, and all Spectrum Interests shall be terminated. Except as provided in the Confirmed Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination of discharge of all such Claims and other debts and liabilities against the Debtors and termination of all Spectrum Interests, pursuant to Sections 524 and 1141 of the Bankruptcy Code.

Debtor Release

As of the effective date of the Confirmed Plan, the Debtors and the reorganized Debtors shall be deemed to forever release, waive, and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities whatsoever (other than for fraud, willful misconduct, or gross negligence) in connection with or related to the Debtors, the Chapter 11 Case, or the Confirmed Plan (other than the rights of the Debtors and the reorganized Debtors to enforce the Confirmed Plan), that may be asserted by or on behalf of the Debtors, or the Reorganized Debtors against (i) any of the other Debtors and any of the Debtors' non-Debtor subsidiaries, (ii) any of the directors, officers, and employees of any of the Debtors or any of the Debtors' non-Debtor subsidiaries serving during the pendency of the Chapter 11 Case, (iii) any professionals of

the Debtors, (iv) each of the negotiating noteholders, (v) any noteholder, solely in its capacity as a noteholder, that votes to accept the Plan, (vi) the agent for the Company's debtor-in-possession credit facility, (vii) the lenders under the Company's debtor-in-possession credit facility, (viii) the supplemental debtor-in-possession credit facility participants, (ix) the trustee under the Company's existing indentures, (x) the equity committee, (xi) the senior secured agent and any other past or present agent or issuer under the term facility loan documents, solely in their respective capacities as such an agent or issuer, (xii) any holder of a term facility claim, solely in its capacity as such a holder, (xiii) the respective directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel and other advisors of each of the parties identified in the foregoing (i) through (xii), but only in their capacities on behalf of such parties, and (xiv) any of the successors or assigns of any of the parties identified in the foregoing (i) through (xii). The Confirmed Plan provides that the releases shall not operate as a release of intercompany obligations between any of the Debtors or between any of the Debtors and their non-Debtor subsidiaries. The releases are also subject to the reservation of the Debtors' and reorganized Debtors' rights to assert or enforce any claims, obligations, suits, judgments, demands, debts, rights, causes of action or liabilities they may have against any of their employees (other than any director or officer) that is based upon an alleged breach of a confidentiality, noncompete or any other contractual or fiduciary obligation owed to the Debtors or the reorganized Debtors.

Exculpation

To the extent permitted by applicable law and approved in the Confirmation Order, none of the Debtors, the reorganized Debtors or their respective subsidiaries, the Debtors' professionals, the negotiating noteholders, any noteholder, solely in its capacity as a noteholder, that votes to accept the Plan of Reorganization, the agent for the Company's debtor-in-possession credit facility, the lenders under the Company's debtor-in-possession credit facility, the supplemental debtor-in-possession credit facility participants, the trustee under the Company's indentures, the equity committee, the senior secured agent and any past or present agent or issuer under the term facility loan documents, solely in their respective capacities as such an agent or issuer, any holder of a term facility claim, solely in its capacity as such a holder, or any of their respective directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, shall have or incur any liability to any holder of a Claim or an Interest, or any other party in interest, or any of their respective present or former directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, for any act or omission in connection with, relating to, or arising out of, the chapter 11 cases or the Confirmed Plan.

Indemnification

Upon the effective date of the Confirmed Plan, the reorganized Company's governing documents and the governing documents of the Company's reorganized subsidiaries shall contain provisions which, to the fullest extent permitted by applicable law, (i) eliminate the personal liability of the Debtors' directors, officers, and key

employees serving before, on, and after the petition date and the reorganized Debtors' directors, officers, and key employees serving on and after the effective date for monetary damages; and (ii) require such reorganized Debtor, subject to appropriate procedures, to indemnify those of the Debtors' directors, officers, and key employees serving prior to, on, or after the effective date for all claims and actions, including, without limitation, for pre-effective date acts and occurrences.

Indemnification obligations owed to those of the Debtors' directors, officers, and employees serving prior to, on, and after the petition date shall be deemed to be, and shall be treated as though they are, contracts that are assumed pursuant to Section 365 of the Bankruptcy Code under the Confirmed Plan, and such indemnification obligations (subject to any defenses thereto) shall survive the effective date of the Confirmed Plan and remain unaffected by the Confirmed Plan, irrespective of whether obligations are owed in connection with a pre-petition date or post-petition date occurrence.

Indemnification obligations owed to any of the Debtors' professionals pursuant to Sections 327 or 328 of the Bankruptcy Code and order of the Bankruptcy Court, whether such indemnification obligations relate to the period before or after the petition date, shall be deemed to be, and shall be treated as though they are, contracts that are assumed pursuant to Section 365 of the Bankruptcy Code under the Confirmed Plan.

Injunction

Except as provided in the Confirmed Plan or the Confirmation Order, as of the effective date of the Confirmed Plan, all persons that have held, currently hold, may hold, or allege that they hold, a Claim or other debt or liability that is discharged or an Interest or other right of an equity security holder that is terminated pursuant to the terms of the Confirmed Plan are permanently enjoined from taking any of the following actions against the Debtors, the reorganized Debtors, and their respective subsidiaries or their property on account of any such discharged Claims, debts, or liabilities or terminated Interests or rights: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien or encumbrance; (iv) asserting a setoff, right of subrogation, or recoupment of any kind against any debt, liability, or obligation due to the Debtors or the reorganized Debtors; or (v) commencing or continuing any action, in each such case in any manner, in any place, or against any Person that does not comply with or is inconsistent with the provisions of the Confirmed Plan.

Except as provided in the Confirmed Plan or the Confirmation Order, as of the Effective Date, all persons that have held, currently hold, or may hold, a Claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, or liability that is released with respect to provisions relating to a claimed subordinated right, a release by the Debtors or reorganized Debtors, or exculpation and limitation of liability of the Confirmed Plan are permanently enjoined from taking any of the following actions on account of such released Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities or terminated Interests or rights: (i) commencing or continuing, in any manner or

in any place, any action or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any lien or encumbrance; (iv) asserting a setoff against any debt, liability, or obligation due to any released person; or (v) commencing or continuing any action, in any manner, in any place, or against any Person that does not comply with or is inconsistent with the provisions of the Confirmed Plan.

Securities to Be Issued Under the Confirmed Plan

The Confirmed Plan provides for the extinguishment of existing common stock of the Company with no distributions to holders of the current equity. The Confirmed Plan further provides for the reorganized Company to issue an aggregate of 30,000,000 shares of new common stock to be issued on the effective date of the Confirmed Plan, which includes 27,030,000 shares of new common stock to be issued to holders of allowed claims with respect to the Company's existing senior subordinated notes and 2,970,000 shares of new common stock to be issued to supplemental debtor-in-possession facility participants on account of the equity fee earned under the Debtors' debtor-in-possession credit facility. In addition, the Confirmed Plan provides for the issuance on the effective date of an aggregate principal amount of $218,076,405 of 12% Senior Subordinated Toggle Notes due 2019 to holders of allowed claims with respect to the Company's existing senior subordinated notes. As of the date of this Current Report on Form 8-K, no additional shares of common stock have been reserved for future issuance in respect of other claims and interests filed and allowed under the Confirmed Plan.

Assets and Liabilities of the Company

Information as to the assets and liabilities of the Company as of March 29, 2009, is incorporated by reference to the quarterly report on Form 10-Q for the fiscal quarter ended March 29, 2009, filed May 7, 2009.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements, which are based on the Company's current expectations and involve risks and uncertainties. The Company cautions the reader that actual results could differ materially from the expectations described in the forward-looking statements. These risks and uncertainties include, without limitation, (1) risks that the federal district court will impose a further stay on the Confirmed Plan, (2) the ability of the Debtors to successfully implement all post-emergence aspects of the Confirmed Plan, (3) risks that the bankruptcy cases disrupt current plans and operations; (4) risks that Spectrum Brands' businesses could suffer from the loss of key customers, suppliers or personnel during the pendency of the bankruptcy cases, (5) risks that Spectrum Brands will be able to maintain sufficient liquidity for the pendency of the bankruptcy cases, (6) risks that the Company will be able to successfully close the exit financing, (7) risks that changes and developments in external competitive

market factors, such as introduction of new product features or technological developments, development of new competitors or competitive brands or competitive promotional activity or spending, (8) changes in consumer demand for the various types of products Spectrum Brands offers, (9) unfavorable developments in the global credit markets, (10) the impact of overall economic conditions on consumer spending, (11) fluctuations in commodities prices, the costs or availability of raw materials or terms and conditions available from suppliers, (12) changes in the general economic conditions in countries and regions where Spectrum Brands does business, such as stock market prices, interest rates, currency exchange rates, inflation and consumer spending, (13) Spectrum Brands' ability to successfully implement manufacturing, distribution and other cost efficiencies and to continue to benefit from its cost-cutting initiatives, (14) unfavorable weather conditions and various other risks and uncertainties, including those discussed herein and those set forth in the Company's securities filings, including the most recently filed Annual Report on Form 10-K or Quarterly Report on Form 10-Q. The Company also cautions the reader that its estimates of trends, market share, retail consumption of its products and reasons for changes in such consumption are based solely on limited data available to the Company and management's reasonable assumptions about market conditions, and consequently may be inaccurate, or may not reflect significant segments of the retail market.

The Company also cautions the reader that undue reliance should not be placed on any of the forward-looking statements, which speak only as of the date of this Current Report on Form 8-K. The Company undertakes no responsibility to update any of these forward-looking statements to reflect events or circumstances after the date of this report or to reflect actual outcomes.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
99.1	Joint Plan of Reorganization of Spectrum Jungle Labs Corporation, et al., Debtors (filed as Exhibit 99.T3E.2 to the Company's Form T-3, filed with the Securities and Exchange Commission on April 28, 2009 and incorporated to this Form 8-K by reference herein)
99.2	First Modification to Joint Plan of Reorganization
99.3	Second Modification to Joint Plan of Reorganization
99.4	Confirmation Order entered by the Bankruptcy Court on July 15, 2009

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: July 16, 2009

SPECTRUM BRANDS, INC.

By: /s/ Anthony L. Genito
Name: Anthony L. Genito
Title: Executive Vice President, Chief Financial Officer and Chief Accounting Officer

EXHIBIT INDEX

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	)	Case No. 09-50455 (RBK)
	)	
SPECTRUM JUNGLE LABS CORPORATION, et al.,	)	*Chapter 11*
	)	
	)	Jointly Administered
Debtors.	)	

FIRST MODIFICATION TO JOINT PLAN OF REORGANIZATION OF SPECTRUM JUNGLE LABS CORPORATION, ET AL., DEBTORS

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Counsel for Debtors and Debtors in Possession

Dated: June 8, 2009

FIRST MODIFICATION TO JOINT PLAN OF REORGANIZATION OF SPECTRUM JUNGLE LABS CORPORATION, ET AL., DEBTORS

Introduction

In accordance with Section 1129, Title 11, of the United States Code (the "Bankruptcy Code") and Section 10.13 of the Joint Plan of Reorganization of Spectrum Jungle Labs Corporation, et al., Debtors, dated April 28, 2009 (the "Plan"), Spectrum Jungle Labs Corporation, Spectrum Brands, Inc., ROVCAL, Inc., ROV Holding, Inc., Tetra Holding (US), Inc., United Industries Corporation, Schultz Company, Spectrum Neptune US Holdco Corporation, United Pet Group, Inc., DB Online, LLC, Aquaria, Inc., Perfecto Manufacturing, Inc., Aquarium Systems, Inc. and Southern California Foam, Inc., as debtors and debtors-in-possession (the "Debtors"), modify the Plan as set forth below.

The modifications are reflected either by the addition of new text, identified by underlining (additions), or the deletion of pre-existing text, identified by strikethrough (~~deletions~~).

The Debtors have consulted with the Negotiating Noteholders concerning the modifications and have the consent of the Negotiating Noteholders as required by the Plan.

The modifications will not cause the Plan to fail to meet the requirements of Sections 1122 and 1123 of the Bankruptcy Code. Furthermore, the modifications either (a) are not material and will not adversely impact the rights of any parties in interest or (b) satisfy all applicable requirements of the Bankruptcy Code by providing the cramdown treatment required under Section 1129(b) of the Bankruptcy Code with respect to a Class of Claims that has rejected the Plan. Therefore, compliance with Section 1125 of the Bankruptcy Code is not required with respect to the modifications.

Capitalized terms used herein but not defined have the meanings ascribed to such terms in the Plan.

Modifications to Section 1.2

Section 1.2 of the Plan is modified to (i) add a reference to Amendment No. 1 to, and delete the reference to the Stockholders Agreement from, the definition of Plan Supplement at subsection (sss); (ii) delete the defined term Stockholders Agreement at subsection (mmmm); and (iii) include the new defined term "Amendment No. 1" at subsection (wwww). Section 1.2 as modified shall include the following:

1.2 Definitions

…

(sss) **"Plan Supplement"** means the supplement to the Plan containing, without limitation, the term sheet for the Exit Facility, the members of the New Board, and the forms of the Amendment No. 1, the New Spectrum Governing Documents, ~~the Stockholders Agreement,~~ the Registration Rights Agreement (New Common Stock), the New Indenture, the Registration Rights Agreement (New Notes), and the New Equity Incentive Plan.

…

(mmmm) ~~**"Stockholders Agreement"** means the stockholders agreement to be entered into with holders of the New Common Stock in connection with the issuance of the New Common Stock, which shall contain certain material terms as described on Exhibit A-1.~~ INTENTIONALLY LEFT BLANK.

…

(wwww) "**Amendment No. 1**" means the amendment to the Credit Agreement dated as of March 30, 2007, among, *inter alia*, Spectrum as the Borrower, the Subsidiary Debtors as Guarantors, Bank of New York Mellon (successor to Goldman Sachs Credit Partners L.P.) as the Administrative Agent, Collateral Agent and Syndication Agent, Wachovia Bank, National Association as the Deposit Agent, Bank of America N.A. as an LC Issuer, and the Lenders thereunder, which amendment implements the cramdown provisions of Section 3.2(b)(ii) of the Plan and is included the Plan Supplement.

Modification to Section 3.2

Section 3.2(b) of the Plan is modified to set forth the cramdown treatment to be provided to Term Facility Claims in the event the Bankruptcy Court determines that the Term Facility Claims cannot be Reinstated. Section 3.2(b) as modified shall provide as follows:

3.2 Unimpaired Classes of Claims and Interests

…

(b) Class 2: Term Facility Claims

The Term Facility Claims shall be treated either as follows in subpart (i) or, in the alternative if the Bankruptcy Court determines that subpart (i) is not available, as follows in subpart (ii):

(i) Reinstatement.

The Term Facility Claims are hereby Allowed in the amount determined pursuant to the terms of the Term Facility Loan Documents and shall not be subject to defense, avoidance, recharacterization, disgorgement, subordination, setoff, recoupment, or other contest (whether legal or equitable), for all purposes of the Plan and the Chapter 11 Case. Each holder of a Term Facility Claim as of the Effective Date shall continue to hold its Pro Rata share of the Term Facility Claims after the Effective Date in accordance with the Term Facility Loan Documents.

The Allowed Term Facility Claims shall be Reinstated.

Notwithstanding Section 1141(c) or any other provision of the Bankruptcy Code or the Plan, all Liens on property of the Debtor held with respect to the Term Facility Claims shall survive confirmation of the Plan and the occurrence of the Effective Date and continue in full force and effect in accordance with the terms of the Term Facility Loan Documents.

All principal, non-default interest, fees, expenses, costs, charges or other amounts due and payable on or before the Effective Date under the Term Facility Loan Documents that were not paid by the Debtors prior to or during the Chapter 11 Case shall be paid in immediately available funds on the Effective Date in accordance with the Term Facility Loan Documents, and any principal, non-default interest, fee, expense, cost, charge or other amount that accrued during the Chapter 11 Case but is not payable until after the Effective Date shall be paid as and when due in accordance with the Term Facility Loan Documents as if the Chapter 11 Case had not been filed. Any principal, interest, fee, expense, cost, charge or other amount due after the Effective Date shall be paid in accordance with the terms and conditions of the Term Facility Loan Documents.

(ii) Cramdown.

The Term Facility Claims shall receive the treatment required by Section 1129(b)(2)(A) of the Bankruptcy Code in accordance with the terms of the Amendment No. 1, including an interest rate to be determined by the Bankruptcy Court at the Confirmation Hearing.

The Amendment No. 1 shall be effective as of the Effective Date and shall be binding upon the named parties thereto whether or not executed by such parties.

Notwithstanding Section 1141(c) or any other provision of the Bankruptcy Code or the Plan, all Liens on property of the Debtor held with respect to the Term Facility Claims shall survive confirmation of the Plan and the occurrence of the Effective Date and continue in full force and effect to secure the treatment of the Term Facility Claims as provided herein.

Modification to Section 5.5

Sections 5.5(d) and 5.5(i) of the Plan are modified to delete the references to the Stockholders Agreement. Sections 5.5(d) and 5.5(i) as modified shall provide as follows:

5.5 Authorization and Issuance of the New Securities

…

(d) The rights of the holders of New Common Stock shall be as provided for in the New Spectrum Governing Documents, ~~the Stockholders Agreement,~~ and, as to certain holders, the Registration Rights Agreement (New Common Stock).

…

(i) Each holder of an Allowed Noteholder Claim receiving New Common Stock and New Notes under the Plan shall, as of the Effective Date, be deemed to ~~(i)~~ have consented to the terms of the Registration Rights Agreement (New Common Stock) and Registration Rights Agreement (New Notes), each as applicable~~; and (ii) have consented to the terms of and to be a party to the Stockholders Agreement~~. Each Supplemental DIP Facility Participant receiving the Equity Fee under the Plan shall, as of the Effective Date, be deemed to ~~(i)~~ have consented to the terms of the Registration Rights Agreement (New Common Stock)~~; and (ii) have consented to the terms of and be a party to the Stockholders Agreement~~.

Modification to Section 6.2

Section 6.2 of the Plan is modified to clarify the nature of Rejection Damages Claims in the event an assumed contract or lease is later rejected. Section 6.2 as modified shall provide as follows:

Any monetary amounts by which each contract and lease to be assumed pursuant to the Plan is in default shall be satisfied, under Section 365(b)(1) of the Bankruptcy Code by Cure. If there is a dispute regarding (a) the nature or amount of any Cure, (b) the ability of any Reorganized Debtor to provide "adequate assurance of future performance" (within the meaning of Section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, Cure shall occur following the entry of a Final Order resolving the dispute and approving the assumption; *provided*, *however*, that the Reorganized Debtors shall be authorized to move to rescind any assumption pursuant to the Plan, and whether or not assumption is rescinded the Reorganized Debtors shall be authorized to move to reject any contract or lease subject to assumption under the Plan, to the extent the Reorganized Debtors, in the exercise of their sound business judgment, conclude that the amount of the Cure obligation ~~as~~ or other matters determined by such Final Order~~;~~ renders assumption of such contract or lease unfavorable to the Reorganized Debtors. In the event the Reorganized Debtors ~~so~~ reject any ~~previously assumed~~ contract or lease as to which assumption has been rescinded by Final Order, and such rejection gives rise to a Rejection Damages Claim, such Rejection Damages Claim ~~arising out of~~ shall be treated as a General Unsecured Claim, and if such rejection relates to a lease of real property such Rejection Damages Claim shall be limited in amount to the Allowed Rejection Damage Claim Amount. In the event the Reorganized Debtors reject any contract or lease as to which assumption is not rescinded by Final Order, and such rejection gives rise to a Rejection Damages Claim, such Rejection Damages Claim shall be treated as an Administrative Claim, and if such rejection relates to a lease of real property such Rejection Damages Claim shall be limited in amount by Section 503(b)(7) of the Bankruptcy Code.

Modification to Section 6.7

Section 6.7(a) of the Plan is modified to conform to the modifications made in Section 6.2. Section 6.7(a) as modified shall provide as follows:

6.7 Claims Arising from Assumption or Rejection

(a) Except as otherwise provided in the Plan or by Final Order of the Bankruptcy Court, all (i) Allowed Claims arising from the assumption of any contract or lease shall be treated as Administrative Claims pursuant to Section 3.1(a) of the Plan; and (ii) Rejection Damages Claims, including Allowed Rejection Damages Claims in the case of leases of real property, shall be treated as General Unsecured Claims pursuant to and in accordance with the terms of Section 3.2(d) of the Plan. Notwithstanding the foregoing, any Rejection Damages Claim relating to a contract or lease that is rejected following assumption (if assumption is not rescinded by Final Order) shall be treated as set forth in Section 6.2 of the Plan.

Modification to Section 8.2

Section 8.2(c) of the Plan is modified to add a reference to the Amendment No. 1 and delete the reference to the Stockholders Agreement. Section 8.2(c) as modified shall provide as follows:

8.2 Conditions to Effective Date

The following conditions precedent must be satisfied or waived on or prior to the Effective Date in accordance with Section 8.3 of the Plan:

…

(c) the New Spectrum Governing Documents, the Reorganized Subsidiary Governing Documents, the Exit Facility, the Amendment No. 1 if applicable, the New Equity Incentive Plan, the New Indenture, ~~the Stockholders Agreement,~~ the Registration Rights Agreement (New Common Stock), and the Registration Rights Agreement (New Notes) shall be in form and substance reasonably satisfactory to the Debtors, each of the Negotiating Noteholders, and the agent for the lenders under the Exit Facility, and, to the extent any of such documents contemplates execution by one or more persons, any such document shall have been executed and delivered by the respective parties thereto, and all conditions precedent to the effectiveness of each such document shall have been satisfied or waived, including, without limitation, and with respect to the New Indenture, the effectiveness of the application for qualification of the New Indenture under the Trust Indenture Act of 1939, as amended.

Modification to Section 9.1

Section 9.1(g) of the Plan is modified to add a reference to the Amendment No. 1 and delete the reference to the Stockholders Agreement. Section 9.1(g) as modified shall provide as follows:

9.1 Scope of Retention of Jurisdiction

Under Sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding entry of the Confirmation Order and occurrence of the Effective Date, and except as otherwise ordered by the Bankruptcy Court, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Case and the Plan to the fullest extent permitted by law, including, without limitation, jurisdiction to:

…

(g) hear and determine disputes arising in connection with the interpretation, implementation, consummation, or enforcement of the Plan, including, without limitation, disputes arising under agreements, documents, or instruments executed in connection with the Plan, provided, however, that any dispute arising under or in connection with the New Securities, the Exit Facility, the Term Facility Loan Documents or, as applicable, the Amendment No. 1, the New Spectrum Governing Documents, the Reorganized Subsidiary Governing Documents, the New Equity Incentive Plan, the Registration Rights Agreement (New Common Stock), or the Registration Rights Agreement (New Notes)~~, or the Stockholders Agreement~~ shall be dealt with in accordance with the provisions of the applicable document;

Modification to Section 10.2

Section 10.2(a) of the Plan is modified to provide a process for ensuring the reasonableness of fees and expenses to be paid to the professionals representing the Negotiating Noteholders. Section 10.2(a) as modified shall provide as follows:

10.2 Fees and Expenses of Negotiating Noteholders and Indenture Trustee Expenses

(a) ~~On~~ Within ten (10) days of the Effective Date, to the extent that ~~each of the following professionals have not been compensated pursuant to the DIP Facility, the Reorganized Debtors shall reimburse the Negotiating Noteholders the reasonable fees and expenses of each of~~ (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP and Oppenheimer, Blend, Harrison & Tate, Inc., counsel to Harbinger; (ii) Bracewell & Giuliani LLP, counsel to D. E. Shaw; (iii) Akin Gump Strauss Hauer & Feld LLP, counsel to Avenue; and (iv) Lazard Freres & Co., financial advisor to Harbinger~~; without the need for any of the Negotiating Noteholders to file an application or otherwise seek Bankruptcy Court approval for the payment of such professional fees and expenses.~~ (collectively, the "Negotiating Noteholders' Advisors") have not been compensated pursuant to the terms of the final postpetition financing order dated March 5, 2009 and the Restructuring Support Agreement, each of such Negotiating Noteholders' Advisors shall submit a final bill for fees and expenses (in its role as counsel to both a Supplemental DIP Facility Participant and a Negotiating Noteholder) incurred through the Effective Date to the Limited Service List. Parties on the Limited Service List may file an objection with the Bankruptcy Court challenging the reasonableness of all or a portion of the fees and expenses set forth in such final bills within ten (10) days of their submission. As to any portion of the Negotiating Noteholders' Advisors' fees and expenses to which no timely objection has been filed, such fees and expenses shall be deemed reasonable and the Reorganized Debtors shall promptly, but in no event later than three (3) business days from the expiration of the challenge period, pay the Negotiating Noteholders' Advisors or reimburse the Negotiating Noteholders, as applicable, such fees and expenses as set forth in the final bills. As to any portion of the Negotiating Noteholders' Advisors' fees and expenses to which there has been filed a timely written objection, the Reorganized Debtors shall pay the Negotiating Noteholder's Advisors or reimburse the Negotiating Noteholders, as applicable, such fees and expenses to the extent approved by the Bankruptcy Court as reasonable on or within three (3) business days of the date of such approval.

Modification to Section 10.8

Section 10.8 of the Plan is modified to add the Equity Committee to the parties released by the Debtors and to clarify that the release does not impact intercompany obligations between the Debtors and their non-Debtor subsidiaries. Section 10.8 as modified shall provide as follows:

10.8 Release by Debtors

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, the Reorganized Debtors and any Person seeking to exercise the rights of the Debtors' Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to Section 1123(b)(3) of the Bankruptcy Code, shall be deemed to forever release, waive, and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action (including claims or causes of action arising under Chapter 5 of the Bankruptcy Code), and liabilities

whatsoever (other than for fraud, willful misconduct, or gross negligence) in connection with or related to the Debtors, the Chapter 11 Case, or the Plan (other than the rights of the Debtors and the Reorganized Debtors to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Chapter 11 Case, or the Plan, and that may be asserted by or on behalf of the Debtors, the Estates, or the Reorganized Debtors against (i) any of the other Debtors and any of the Debtors' non-Debtor subsidiaries, (ii) any of the directors, officers, and employees of any of the Debtors or any of the Debtors' non-Debtor subsidiaries serving during the pendency of the Chapter 11 Case, (iii) any Professionals of the Debtors, (iv) each of the Negotiating Noteholders, (v) any Noteholder, solely in its capacity as a Noteholder, that votes to accept the Plan, (vi) the DIP Facility Agent, (vii) the DIP Facility Lenders, (viii) the Supplemental DIP Facility Participants; (ix) the Indenture Trustee, (x) the Equity Committee, (xi) the respective directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel and other advisors of each of the parties identified in the foregoing (i) through ~~(ix)~~ (x) but only in their capacities on behalf of such parties, and ~~(xi)~~ (xii) any of the successors or assigns of any of the parties identified in the foregoing (i) through ~~(ix)~~ (x); *provided, however,* that nothing in this Section 10.8 shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, causes of action or liabilities they may have against any of their employees (other than any director or officer) that is based upon an alleged breach of a confidentiality, noncompete or any other contractual or fiduciary obligation owed to the Debtors or the Reorganized Debtors; and *provided further, however,* that nothing in this Section 10.8 shall operate as a release of intercompany obligations between any of the Debtors or between any of the Debtors and their non-Debtor subsidiaries.

Modification to Section 10.10

Section 10.10(a) of the Plan is modified to clarify that the Plan is not intended to discharge any non-Debtor subsidiary with respect to claims against or interests in such subsidiaries, but only with respect to attempts to hold such non-Debtors subsidiaries responsible for the Claims against and Interests in the Debtors. Section 10.10(a) as modified shall provide as follows:

10.10 Injunction

(a) Except as provided in the Plan or the Confirmation Order, as of the Effective Date, all Persons that have held, currently hold, may hold, or allege that they hold, a Claim or other debt or liability that is discharged or an Interest or other right of an equity security holder that is terminated pursuant to the terms of the Plan are permanently enjoined from taking any of the following actions against the Debtors, the Reorganized Debtors, and their respective subsidiaries or their property on account of any such discharged Claims, debts, or liabilities or terminated Interests or rights: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien or encumbrance; (iv) asserting a setoff, right of subrogation, or recoupment of any kind against any debt, liability, or obligation due to the Debtors or the Reorganized Debtors; or (v) commencing or continuing any action, in each such case in any manner, in any place, or against any Person that does not comply with or is inconsistent with the provisions of the Plan. For the avoidance of doubt, nothing herein is intended to operate as a discharge of, or an injunction with respect to the assertion of, obligations owed to any Person by any non-Debtor subsidiary, but rather is intended to protect any non-Debtor subsidiary from the assertion of Claims against or Interests in the Debtors for which such non-Debtor subsidiary has no liability.

Modification to Section 10.11

Section 10.11 of the Plan is modified to add the Equity Committee to the parties exculpated under such provision. Section 10.11 as modified shall provide as follows:

10.11 Exculpation and Limitation of Liability

(a) To the extent permitted by applicable law and approved in the Confirmation Order, none of the Debtors, the Reorganized Debtors or their respective subsidiaries, the Debtors' Professionals, the Negotiating Noteholders, any Noteholder, solely in its capacity as a Noteholder, that votes to accept the Plan, the DIP Agent, the DIP Facility Lenders, the Supplemental DIP Facility Participants, the Indenture Trustee, the Equity Committee, or any of their respective directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, shall have or incur any liability to any holder of a Claim or an Interest, or any other party in interest, or any of their respective present or former directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, negotiation, or implementation of the Plan, the solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for acts or omissions that are the result of fraud, gross negligence, or willful misconduct or willful violation of federal or state securities laws or the Internal Revenue Code, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

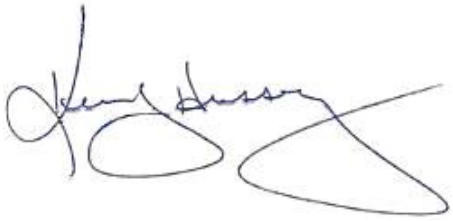
(b) Notwithstanding any other provision of the Plan, to the extent permitted by applicable law and approved in the Confirmation Order, no holder of a Claim or an Interest, no other party in interest, and none of their respective present or former directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, shall have any right of action against any Debtor, any Reorganized Debtor, any of its subsidiaries, any Professional of the Debtors, any of the Negotiating Noteholders, any Noteholder, solely in its capacity as a Noteholder, that votes to accept the Plan, the DIP Agent, any of the DIP Facility Lenders, Supplemental DIP Facility Participants, the Indenture Trustee, the Equity Committee, or any of their respective directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, negotiation, or implementation of the Plan, solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for acts or omissions that are the result of fraud, gross negligence, or willful misconduct or willful violation of federal or state securities laws or the Internal Revenue Code.

Modification to Exhibit A-1

Exhibit A-1 to the Plan is deleted in its entirety.

Dated: June 8, 2009

Spectrum Jungle Labs Corporation
Spectrum Brands, Inc.
ROVCAL, Inc.
ROV Holding, Inc.
Tetra Holding (US), Inc.
United Industries Corporation
Schultz Company
Spectrum Neptune US Holdco Corporation
United Pet Group, Inc.
DB Online, LLC
Aquaria, Inc.
Perfecto Manufacturing, Inc.
Aquarium Systems, Inc.
Southern California Foam, Inc.



By:_____
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Spectrum Brands, Inc.

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Counsel for Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	)	
	)	Case No. 09-50455 (RBK)
SPECTRUM JUNGLE LABS CORPORATION, et al.,	)	*Chapter 11*
	)	
Debtors.	)	Jointly Administered

SECOND MODIFICATION TO JOINT PLAN OF REORGANIZATION
OF SPECTRUM JUNGLE LABS CORPORATION, ET AL., DEBTORS

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Counsel for Debtors and Debtors in Possession

Dated: June , 2009

SECOND MODIFICATION TO JOINT PLAN OF REORGANIZATION
OF SPECTRUM JUNGLE LABS CORPORATION, ET AL., DEBTORS

Introduction

In accordance with Section 1129, Title 11, of the United States Code (the "Bankruptcy Code") and Section 10.13 of the Joint Plan of Reorganization of Spectrum Jungle Labs Corporation, et al., Debtors, dated April 28, 2009 (the "Plan"), Spectrum Jungle Labs Corporation, Spectrum Brands, Inc., ROVCAL, Inc., ROV Holding, Inc., Tetra Holding (US), Inc., United Industries Corporation, Schultz Company, Spectrum Neptune US Holdco Corporation, United Pet Group, Inc., DB Online, LLC, Aquaria, Inc., Perfecto Manufacturing, Inc., Aquarium Systems, Inc. and Southern California Foam, Inc., as debtors and debtors-in-possession (the "Debtors"), modify the Plan, as previously modified by the First Modification to Joint Plan of Reorganization of Spectrum Jungle Labs Corporation, et al., Debtors, dated June 8, 2009 (the "First Modification"). All references herein to the "Plan" are to the Plan as modified by the First Modification.

The modifications are reflected either by the addition of new text, identified by underlining (additions), or the deletion of pre-existing text, identified by strikethrough (~~deletions~~).

The Debtors have consulted with the Negotiating Noteholders concerning the modifications and have the consent of the Negotiating Noteholders as required by the Plan.

The modifications will not cause the Plan to fail to meet the requirements of Sections 1122 and 1123 of the Bankruptcy Code. Furthermore, the modifications either (a) are not material and will not adversely impact the rights of any parties in interest or (b) satisfy all applicable requirements of the Bankruptcy Code by providing the cramdown treatment required under Section 1129(b) of the Bankruptcy Code with respect to a Class of Claims that has rejected the Plan. Therefore, compliance with Section 1125 of the Bankruptcy Code is not required with respect to the modifications.

Capitalized terms used herein but not defined have the meanings ascribed to such terms in the Plan.

Modifications to Section 1.2

Section 1.2 of the Plan is modified to include the new defined term "Senior Secured Agents" at subsection (xxxx). Section 1.2 as modified shall include the following:

1.2 Definitions

…

(xxxx) "**Senior Secured Agent**" means the Administrative Agent under the Credit Agreement dated as of March 30, 2007, among, *inter alia*, Spectrum as the Borrower, the Subsidiary Debtors as Guarantors, Bank of New York Mellon (successor to Goldman Sachs Credit Partners L.P.) as the Administrative Agent, Collateral Agent and Syndication Agent, Wachovia Bank, National Association as the Deposit Agent, Bank of America N.A. as an LC Issuer, and the Lenders thereunder.

Modification to Section 3.2

Section 3.2(b) of the Plan is modified to include a settlement option within the cramdown treatment to be provided to Term Facility Claims. Section 3.2(b) as modified shall provide as follows:

3.2 Unimpaired Classes of Claims and Interests

…

(b) Class 2: Term Facility Claims

The Term Facility Claims shall be treated either as follows in subpart (i) or, in the alternative, if either the Bankruptcy Court determines that subpart (i) is not available, or the Debtors and the Senior Secured Agent with the consent of the "Required Lenders" under the Term Facility Loan Documents agree that subpart (ii) shall apply, as follows in subpart (ii):

(i) Reinstatement.

The Term Facility Claims are hereby Allowed in the amount determined pursuant to the terms of the Term Facility Loan Documents and shall not be subject to defense, avoidance, recharacterization, disgorgement, subordination, setoff, recoupment, or other contest (whether legal or equitable), for all purposes of the Plan and the Chapter 11 Case. Each holder of a Term Facility Claim as of the Effective Date shall continue to hold its Pro Rata share of the Term Facility Claims after the Effective Date in accordance with the Term Facility Loan Documents.

The Allowed Term Facility Claims shall be Reinstated.

Notwithstanding Section 1141(c) or any other provision of the Bankruptcy Code or the Plan, all Liens on property of the Debtor held with respect to the Term Facility Claims shall survive confirmation of the Plan and the occurrence of the Effective Date and continue in full force and effect in accordance with the terms of the Term Facility Loan Documents.

All principal, non-default interest, fees, expenses, costs, charges or other amounts due and payable on or before the Effective Date under the Term Facility Loan Documents that were not paid by the Debtors prior to or during the Chapter 11 Case shall be paid in immediately available funds on the Effective Date in accordance with the Term Facility Loan Documents, and any principal, non-default interest, fee, expense, cost, charge or other amount that accrued during the Chapter 11 Case but is not payable until after the Effective Date shall be paid as and when due in accordance with the Term Facility Loan Documents as if the Chapter 11 Case had not been filed. Any principal, interest, fee, expense, cost, charge or other amount due after the Effective Date shall be paid in accordance with the terms and conditions of the Term Facility Loan Documents.

(ii) Cramdown.

The Term Facility Claims shall receive the treatment required by Section 1129(b)(2)(A) of the Bankruptcy Code in accordance with the terms of the Amendment No. 1, including an interest rate to be determined by the Bankruptcy Court at the Confirmation Hearing or agreed to by the Debtors and the Senior Secured Agent with the consent of the "Required Lenders" under the Term Facility Loan Documents.

The Amendment No. 1 shall be effective as of the Effective Date and shall be binding upon the named parties thereto whether or not executed by such parties.

Notwithstanding Section 1141(c) or any other provision of the Bankruptcy Code or the Plan, all Liens on property of the Debtor held with respect to the Term Facility Claims shall survive confirmation of the Plan and the occurrence of the Effective Date and continue in full force and effect to secure the treatment of the Term Facility Claims as provided herein.

Modification to Section 10.8

Section 10.8 of the Plan is modified to add the Senior Secured Agent and the holders of Term Facility Claims to the parties released by the Debtors. Section 10.8 as modified shall provide as follows:

10.8 Release by Debtors

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, the Reorganized Debtors and any Person seeking to exercise the rights of the Debtors' Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to Section 1123(b)(3) of the Bankruptcy Code, shall be deemed to forever release, waive, and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action (including claims or causes of action arising under Chapter 5 of the Bankruptcy Code), and liabilities whatsoever (other than for fraud, willful misconduct, or gross negligence) in connection with or related to the Debtors, the Chapter 11 Case, or the Plan (other than the rights of the Debtors and the Reorganized Debtors to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Chapter 11 Case, or the Plan, and that may be asserted by or on behalf of the Debtors, the Estates, or the Reorganized Debtors against (i) any of the other Debtors and any of the Debtors' non-Debtor subsidiaries, (ii) any of the directors, officers, and employees of any of the Debtors or any of the Debtors' non-Debtor subsidiaries serving during the pendency of the Chapter 11 Case, (iii) any Professionals of the Debtors, (iv) each of the Negotiating Noteholders, (v) any Noteholder, solely in its capacity as a Noteholder, that votes to accept the Plan, (vi) the DIP Facility Agent, (vii) the DIP Facility Lenders, (viii) the Supplemental DIP Facility Participants; (ix) the Indenture Trustee, (x) the Equity Committee, (xi) the Senior Secured Agent and any other past or present agent or issuer under the Term Facility Loan Documents, solely in their respective capacities as such an agent or issuer, (xii) any holder of a Term Facility Claim, solely in its capacity as such a holder, (xiii) the respective directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel and other advisors of each of the parties identified in the foregoing (i) through ~~(x)~~ (xii) but only in their capacities on behalf of such parties, and ~~(xii)~~ (xiv) any of the successors or assigns of any of the parties identified in the foregoing (i) through ~~(x)~~ (xii); *provided, however,* that nothing in this Section 10.8 shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, causes of action or liabilities they may have against any of their employees (other than any director or officer) that is based upon an alleged breach of a confidentiality, noncompete or any other contractual or fiduciary obligation owed to the Debtors or the Reorganized Debtors; and *provided further, however,* that nothing in this Section 10.8 shall operate as a release of intercompany obligations between any of the Debtors or between any of the Debtors and their non-Debtor subsidiaries.

Modification to Section 10.11

Section 10.11 of the Plan is modified to add the Senior Secured Agent and the holders of Term Facility Claims to the parties exculpated under such provision. Section 10.11 as modified shall provide as follows:

10.11 Exculpation and Limitation of Liability

(a) To the extent permitted by applicable law and approved in the Confirmation Order, none of the Debtors, the Reorganized Debtors or their respective subsidiaries, the Debtors' Professionals, the Negotiating Noteholders, any Noteholder, solely in its capacity as a Noteholder, that votes to accept the Plan, the DIP Agent, the DIP Facility Lenders, the Supplemental DIP Facility Participants, the Indenture Trustee, the Equity Committee, the Senior Secured Agent and any other past or present agent or issuer under the Term Facility Loan Documents, solely in their respective capacities as such an agent or issuer, any holder of a Term Facility Claim, solely in its capacity as such a holder, or any of their respective directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, shall have or incur any liability to any holder of a Claim or an Interest, or any other party in interest, or any of their respective present or former directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, negotiation, or

implementation of the Plan, the solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for acts or omissions that are the result of fraud, gross negligence, or willful misconduct or willful violation of federal or state securities laws or the Internal Revenue Code, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

(b) Notwithstanding any other provision of the Plan, to the extent permitted by applicable law and approved in the Confirmation Order, no holder of a Claim or an Interest, no other party in interest, and none of their respective present or former directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, shall have any right of action against any Debtor, any Reorganized Debtor, any of its subsidiaries, any Professional of the Debtors, any of the Negotiating Noteholders, any Noteholder, solely in its capacity as a Noteholder, that votes to accept the Plan, the DIP Agent, any of the DIP Facility Lenders, Supplemental DIP Facility Participants, the Indenture Trustee, the Equity Committee, the Senior Secured Agent and any other past or present agent or issuer under the Term Facility Loan Documents, solely in their respective capacities as such an agent or issuer, any holder of a Term Facility Claim, solely in its capacity as such a holder, or any of their respective directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, the formulation, negotiation, or implementation of the Plan, solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for acts or omissions that are the result of fraud, gross negligence, or willful misconduct or willful violation of federal or state securities laws or the Internal Revenue Code.

Dated: June , 2009

Spectrum Jungle Labs Corporation
Spectrum Brands, Inc.
ROVCAL, Inc.
ROV Holding, Inc.
Tetra Holding (US), Inc.
United Industries Corporation
Schultz Company
Spectrum Neptune US Holdco Corporation
United Pet Group, Inc.
DB Online, LLC
Aquaria, Inc.
Perfecto Manufacturing, Inc.
Aquarium Systems, Inc.
Southern California Foam, Inc.

By: _____
Kent J. Hussey
Chief Executive Officer
Spectrum Brands, Inc.

William B. Kingman (Texas Bar No. 11476200)
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Counsel for Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	)	Case No. 09-50455 (RBK)
	)	
SPECTRUM JUNGLE LABS CORPORATION, et al.,	)	*Chapter 11*
	)	
Debtors.	)	
	)	Jointly Administered

ORDER CONFIRMING JOINT PLAN OF REORGANIZATION
OF SPECTRUM JUNGLE LABS CORPORATION, ET AL., DEBTORS

A HEARING HAVING BEEN COMMENCED BEFORE THE COURT on June 15, 2009, and continuing on June 16, June 22, June 23, June 24, and June 25, 2009 (the "Confirmation Hearing"), to consider confirmation of the Joint Plan of Reorganization of Spectrum Jungle Labs Corporation, et al., Debtors, dated April 28, 2009 (the "Plan"),[1] proposed by Spectrum Jungle Labs Corporation and its affiliates in the above-captioned jointly administered cases (the "Debtors" or the "Reorganized Debtors," depending on the context);

[1] Capitalized terms used herein without definition have the meanings provided for in the Plan. In addition, any term used in the Plan or this Order that is not defined in the Plan or this Order, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules.

IT FURTHER APPEARING TO THE COURT that the Disclosure Statement with Respect to Joint Plan of Reorganization of Spectrum Jungle Labs Corporation, et al., Debtors, dated April 28, 2009 (the "Disclosure Statement") has been previously approved by the Court, pursuant to the Order Approving Disclosure Statement with Respect to Joint Plan of Reorganization of Spectrum Jungle Labs Corporation, et al., Debtors, dated April 15, 2009 (the "Disclosure Statement Order");

IT FURTHER APPEARING TO THE COURT that solicitation and noticing procedures with respect to the Plan have been approved by the Court, pursuant to the Order Under 11 U.S.C. §§ 105, 1125 and 1126 (i) Determining Dates, Forms and Procedures Applicable to Plan Solicitation and Noticing Process; (ii) Approving Vote Tabulation Procedures; (iii) Establishing Objection Deadline and Scheduling Hearing to Consider Confirmation of Plan; and (iv) Granting Related Relief, dated April 17, 2009 (the "Solicitation Order");

IT FURTHER APPEARING TO THE COURT that the Debtors have filed with the Court a Plan Supplement Pursuant to Section 5.15 of the Joint Plan of Reorganization of Spectrum Jungle Labs Corporation, et al., Debtors, dated June 8, 2009 (the "Plan Supplement;" all references to the Plan Supplement shall include the "Plan Supplement Amendment" as hereinafter defined), submitting therein draft forms of certain documents necessary to implement the Plan, including a term sheet for the Exit Facility, the identities of the members of the New Board, and the forms of the New Spectrum Governing Documents, the Registration Rights Agreement (New Common Stock), the Amendment No. 1, the New Indenture, the Registration Rights Agreement (New Notes), and the New Equity Incentive Plan (collectively, the "Plan Documents;" all references to the Plan Documents shall include the revised Amendment No. 1 as hereinafter described; and all references to Amendment No. 1 shall mean the revised Amendment No.1 as hereinafter described);

IT FURTHER APPEARING TO THE COURT that the Debtors proposed certain modifications to the Plan as set forth in a First Modification to Joint Plan of Reorganization of Spectrum Jungle Labs Corporation, et al., Debtors, dated June 8, 2009 (the "First Modification");

IT FURTHER APPEARING TO THE COURT that the deadline for filing objections to the Plan has passed and that objections have been filed by the Senior Secured Agent on behalf of the holders of Term Facility Claims (the "Term Lenders"), the Equity Committee, landlord iStar CTL-Corporate Drive – Dixon LLC, noteholder Cascade Investment, L.L.C., and the United States Trustee;

IT FURTHER APPEARING TO THE COURT that (i) the deadline for casting ballots to accept or reject the Plan has passed; (ii) Logan & Company, Inc., acting as voting agent for the provisional balloting permitted for Class 2 Term Facility Claims pursuant to the Solicitation Order, has filed herein the Declaration of Kathleen M. Logan Certifying Voting on, and Tabulation of, Class 2 Ballots Provisionally Accepting and Rejecting the Debtors' Joint Plan of Reorganization (the "Logan Declaration"); and (iii) that Financial Balloting Group, acting as voting agent for the Class 7 Noteholder Claims pursuant to the Solicitation Order, has filed herein the Declaration of Jane Sullivan of Financial Balloting Group LLC Certifying Voting on, and Tabulation of, Class 7 Ballots Accepting and Rejecting the Debtors' Joint Plan of Reorganization (the "Sullivan Declaration");

IT FURTHER APPEARING TO THE COURT that the Debtors have presented testimony, evidence and argument of counsel in support of confirmation of the Plan, and that additional testimony, evidence or argument of counsel has been presented by other parties in interest;

IT FURTHER APPEARING TO THE COURT that the Debtors, with the consent of the Negotiating Noteholders, have settled the objections filed by the Senior Secured Agent on behalf of the Term Lenders (the "Class 2 Settlement), and have evidenced such settlement by filing a Second Modification to Joint Plan of Reorganization of Spectrum Jungle Labs Corporation, et al., Debtors, dated July 10, 2009 (the "Second Modification") and an Amendment to Plan Supplement Pursuant to Section 5.15 of the Joint Plan of Reorganization of Spectrum Jungle Labs Corporation, et al., Debtors, dated July 10, 2009, containing a revised Amendment No. 1 (the "Plan Supplement Amendment"); and

IT FURTHER APPEARING TO THE COURT, based upon the representations made by counsel to the Senior Secured Agent, that the Class 2 Settlement has been presented to and approved by the "Required Lenders" under the Term Facility Loan Documents;

NOW, THEREFORE, based upon the Court's review of (a) the Disclosure Statement, (b) the Plan, (c) the First Modification, (d) the Second Modification, (e) the unresolved objections to confirmation of the Plan, (f) all of the evidence proffered or adduced at, filings in connection with, and arguments of counsel made at, the Confirmation Hearing, and (g) the entire record of the chapter 11 cases; and after due deliberation thereon and good cause appearing therefor, and for the reasons set forth on the record at the Confirmation Hearing,

IT IS HEREBY FOUND AND DETERMINED THAT:[2]

A. *Jurisdiction; Venue; Core Proceeding*. The Court has jurisdiction over the Debtors' chapter 11 cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L) over which the Court has exclusive jurisdiction.

B. *Judicial Notice*. The Court takes judicial notice of the docket of the Debtors' chapter 11 cases maintained by the Clerk of the Court and/or its duly-appointed agent, including, without limitation, all pleadings and other documents filed with, all orders entered by, and all evidence and argument made, proffered or adduced at the hearings held before the Court during the pendency of the chapter 11 cases.

[2] The findings of fact and the conclusions of law stated in this Confirmation Order shall constitute findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to the proceeding by Fed. R. Bankr. P. 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

C. *Transmittal and Mailing of Solicitation Materials and Notices*. The solicitation materials and notices prescribed by the Solicitation Order were served in compliance with the Solicitation Order, and such service was adequate and sufficient. Supplemental notice of the Confirmation Hearing was provided by publication as required by the Solicitation Order. Adequate and sufficient notice of the Confirmation Hearing and the other deadlines and matters required to be noticed pursuant to the Solicitation Order was given in compliance with the Bankruptcy Rules and the Solicitation Order, and no other or further notice is or shall be required.

D. *Adequacy of Solicitation Procedures*. All procedures used to distribute the solicitation materials to the appropriate creditors entitled to vote on the Plan and to tabulate the ballots returned by creditors were fair and were conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Solicitation Order. Votes for acceptance or rejection of the Plan were solicited and cast in good faith, and only after transmittal of a disclosure statement containing adequate information, and otherwise in compliance with 11 U.S.C. §§ 1125 and 1126 and Fed. R. Bankr. P. 3017 and 3018.

E. *Good Faith Solicitation — 11 U.S.C. § 1125(e).* Based on the record before the Court in the chapter 11 cases, the Debtors, the Reorganized Debtors, their respective subsidiaries, the Debtors' Professionals, the Negotiating Noteholders, any Noteholder solely in its capacity as a Noteholder that voted to accept the Plan, the DIP Agent, the DIP Facility Lenders, the Supplemental DIP Facility Participants, the Indenture Trustee, the Senior Secured Agent and any other past or present agent or issuer under the Term Facility Loan Documents solely in their respective capacities as such agents or issuers, the Term Lenders solely in their respective capacities as such lenders, and any of their respective directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns, have acted in good faith within the meaning of 11 U.S.C. §§ 1125(e) and 1129(a)(3), and in compliance with the applicable provisions of the

Bankruptcy Code, the Bankruptcy Rules and the Solicitation Order 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 11 U.S.C. § 1125 (including letters of support in favor of the Plan), and are entitled to the protections afforded by 11 U.S.C. § 1125(e) and, to the extent applicable, the exculpation and injunctive provisions set forth in Section 10.11 of the Plan.

F. *Impaired Class that has Voted to Accept or Reject the Plan*. Class 7 is impaired and, as evidenced by the Sullivan Declaration, which certified both the method and results of the voting, has voted to accept the Plan pursuant to the requirements of 11 U.S.C. §§ 1124 and 1126. Thus, at least one impaired Class of Claims has voted to accept the Plan. Based upon the terms of the Class 2 Settlement, Class 2 will be treated as impaired. The Court defers to the Class 2 Settlement and makes no finding as to impairment. As evidenced by the Logan Declaration, which certified both the method and results of the voting, Class 2 has voted to reject the Plan, necessitating confirmation of the Plan under the "cramdown" standards of 11 U.S.C. §§ 1129(b).

G. *Classes Deemed to have Accepted or Rejected the Plan*. Classes 1, 3, 4, 5 and 6 are not impaired under the Plan and are deemed to have accepted the Plan pursuant to 11 U.S.C. § 1126(f). Classes 8 and 9 will receive no distribution under the Plan and are deemed to have rejected the Plan pursuant to 11 U.S.C. § 1126(g).

H. *Debtor Releases, Exculpations and Injunctions*. Each of the release, exculpation and injunction provisions set forth in the Plan with respect to the Debtors, the Reorganized Debtors, their respective subsidiaries, the Debtors' Professionals, the Negotiating Noteholders, any Noteholder solely in its capacity as a Noteholder that voted to accept the Plan, the DIP Agent, the DIP Facility Lenders, the Supplemental DIP Facility Participants, the Indenture Trustee, the Equity Committee, the Senior Secured Agent and any other past or present agent or issuer under the Term Facility Loan Documents solely in their respective capacities as such agents or issuers, the Term Lenders solely in

their respective capacities as such lenders, and any of their respective directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns: (a) is within the jurisdiction of the Bankruptcy Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); (b) is an essential means of implementing the Plan pursuant to section 11 U.S.C. § 1123(a)(5); (c) is an integral element of the transactions incorporated into the Plan; (d) confers material benefits on, and is in the best interests of, the Debtors, their Estates, and their Creditors, or in the case of the Equity Committee recognizes a limited grant of immunity by virtue of its statutory authority under the Bankruptcy Code; (e) is important to the overall objectives of the Plan to finally resolve all claims among or against the key parties in interest in the chapter 11 cases with respect to the Debtors; and (f) is consistent with 11 U.S.C. §§ 105, 1123 and 1129, and other applicable provisions of the Bankruptcy Code. The record of the Confirmation Hearing and the chapter 11 cases is sufficient to support the release, exculpation, and injunction provisions contained in the Plan.

I. *Exit Financing Under Plan*. The Plan contemplates that the Debtors will obtain exit financing from third party lenders pursuant to the terms of loan documents, including revolving credit and letters of credit, as determined necessary to satisfy the DIP Facility Claims in full, support other payments required to be made under the Plan, pay transaction costs, and fund working capital and general corporate purposes of the Reorganized Debtors following the Effective Date. The Debtors have received a commitment for such financing (the "Exit Financing Commitment") from General Electric Capital Corporation (the "Exit Lender"), and are continuing to negotiate the terms and provisions of a credit agreement and related documents consistent with the terms of the Exit Financing Commitment. The decision to accept the Exit Financing Commitment is the result of an extensive effort by the Debtors and their financial advisor to market the proposed financing to potential lenders. The evidence reflects that the Debtors, in consultation with their advisors, selected the Exit Financing Commitment as the most favorable exit financing option, in light of all of the circumstances. The Debtors' entry into the

loan documents consistent with the Exit Financing Commitment, the granting of security interests, liens and mortgages to the Exit Lender, and the payment of fees in connection therewith (including all fees payable to the Supplemental DIP Facility Participants as supplemental exit lenders) are in the best interest of the Debtors' estates and creditors and are necessary to the consummation of the Plan. All documents necessary to implement the Exit Financing Commitment shall, upon execution, be valid, binding, and enforceable agreements.

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

(i) *Proper Classification — 11 U.S.C. §§ 1122, 1123(a)(1).* Aside from Administrative Claims, DIP Facility Claims and Priority Tax Claims, which need not be classified, the Plan designates 9 Classes of Claims and Interests. The Claims and Interests placed in each Class are substantially similar to other Claims and 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 Interests created under the Plan, and such Classes do not unfairly discriminate among holders of Claims and Interests. Thus, the Plan satisfies 11 U.S.C. §§ 1122 and 1123(a)(1).

(ii) S*pecify Unimpaired Classes — 11 U.S.C. § 1123(a)(2).* Sections 2.3, 3.2 and 4.3 of the Plan specify that Classes 1, 3, 4, 5 and 6 are unimpaired under the Plan, thereby satisfying 11 U.S.C. § 1123(a)(2).

(iii) *Specify Treatment of Impaired Classes — 11 U.S.C. § 1123(a)(3).* Sections 2.3, 2.4, 2.5, 4.1 and 4.3 of the Plan designate Class 2 as potentially impaired and Classes 7, 8 and 9 as impaired; and Sections 3.3 and 3.4 specify the treatment of Claims and Interests in those Classes, thereby satisfying 11 U.S.C. § 1123(a)(3).

(iv) *No Discrimination — 11 U.S.C. § 1123(a)(4).* The Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class unless the holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest, thereby satisfying 11 U.S.C. § 1123(a)(4).

(v) *Implementation of Plan — 11 U.S.C. § 1123(a)(5).* The Plan provides adequate and proper means for its implementation, thereby satisfying 11 U.S.C. § 1123(a)(5).

(vi) *Non-Voting Equity Securities — 11 U.S.C. § 1123(a)(6).* Section 5.2 of the Plan provides that the New Spectrum Governing Documents and the Reorganized Subsidiary Governing Documents shall be amended to provide for the inclusion of provisions prohibiting the issuance of nonvoting equity securities. Thus, the requirements of 11 U.S.C. § 1123(a)(6) are satisfied.

(vii) *Selection of Officers and Directors — 11 U.S.C. § 1123(a)(7)*. In the Disclosure Statement and the Plan Supplement, the Debtors properly and adequately disclosed the identity and affiliations of all individuals proposed to serve on or after the Effective Date as officers or directors of the Reorganized Debtors (subject to replacement or removal in accordance with the terms of the New Spectrum Governing Documents or Reorganized Subsidiary Governing Documents), and the manner of selection and appointment of such individuals is consistent with the interests of holders of Claims and Interests and with public policy and, accordingly satisfies the requirements of 11 U.S.C. § 1123(a)(7).

(viii) *Additional Plan Provisions — 11 U.S.C. § 1123(b)*. The Plan's additional provisions are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code.

K. *Compliance with Fed. R. Bankr. P. 3016*. The Plan is dated and identifies the entities submitting it, thereby satisfying Fed. R. Bankr. P. 3016(a). The filing of the Disclosure Statement with the Court satisfies Fed. R. Bankr. P. 3016(b). Further, the Plan and Disclosure Statement describe in specific and conspicuous language all acts to be enjoined and identify the entities that are subject to the injunction, satisfying Fed. R. Bankr. P. 3016(c) to the extent applicable.

L. *Compliance with Fed. R. Bankr. P. 3017*. The Debtors have given notice of the Confirmation Hearing as required by Fed. R. Bankr. P. 3017(d) and the Solicitation Order. The solicitation materials prescribed by the Solicitation Order were transmitted to the creditors entitled to vote or provisionally allowed to vote on the Plan in accordance with Fed. R. Bankr. P. 3017(d) and, with respect to beneficial holders in Class 7, pursuant to Fed. R. Bankr. P. 3017(e).

M. *Compliance with Fed. R. Bankr. P. 3018*. The solicitation of votes to accept or reject the Plan satisfies Fed. R. Bankr. P. 3018. The Plan was transmitted to all creditors entitled to vote or provisionally allowed to vote on the Plan, sufficient time was prescribed for such creditors to accept or reject the Plan, and the solicitation materials used and solicitation procedures followed comply with 11 U.S.C. §§ 1125 and 1126, thereby satisfying the requirements of Fed. R. Bankr. P. 3018.

N. *Debtors' Compliance with Bankruptcy Code — 11 U.S.C. § 1129(a)(2)*. The Debtors have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying 11 U.S.C. § 1129(a)(2).

O. *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 11 U.S.C. § 1129(a)(3). In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the formulation of the Plan. The Debtors filed their chapter 11 cases and proposed the Plan with legitimate and honest purposes including, among other things, (i) reorganization of the Debtors' businesses, (ii) preservation and maximization of the Debtors' business enterprise values through a reorganization under Chapter 11, (iii) restructuring of the Debtors' capital structure, (iv) maximization of the recovery to creditors entitled thereto under the circumstances of these cases, and (v) preserving jobs of the Debtors' employees in connection with the Debtors' continuing operations. Furthermore, the Plan reflects and is the result of arms-length negotiations among the Debtors and each of the Negotiating Noteholders, and the Senior Secured Agent with respect to the Class 2 Settlement, and is consistent with the best interests of the Debtors' estates, creditors, and other stakeholders.

P. *Payments for Services or Costs and Expenses — 11 U.S.C. § 1129(a)(4).* All payments made or to be made by the Debtors or by a person issuing securities or acquiring property under the Plan, 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 the approval of, the Court as reasonable, thereby satisfying 11 U.S.C. § 1129(a)(4).

Q. *Directors, Officers and Insiders — 11 U.S.C. § 1129(a)(5).* The Debtors have complied with 11 U.S.C. § 1129(a)(5). The identity and affiliations of the persons that will serve as initial directors or officers of the Reorganized Debtors as of the Effective Date of the Plan have been fully disclosed in the Disclosure Statement and the Plan Supplement. Spectrum's current board of directors has approved the nomination, election and appointment of each of the persons that will serve as initial directors of Reorganized Spectrum. The election or appointment to, or continuance in, such

offices of such persons is consistent with the interests of holders of Claims against and Interests in the Debtors and with public policy. The replacement or removal of the initial directors and officers of the Reorganized Debtors shall be subject to the terms of the New Spectrum Governing Documents and Reorganized Subsidiary Governing Documents. The identity of any insider that will be employed or retained by the Reorganized Debtors and the nature of such insider's compensation have also been fully disclosed, to the extent applicable and presently determinable.

R. *No Rate Changes — 11 U.S.C. § 1129(a)(6).* There is no regulatory commission having jurisdiction after confirmation of the Plan over the rates of the Debtors and no rate change provided for in the Plan requiring approval of any such commission. Therefore, 11 U.S.C. § 1129(a)(6) is not applicable.

S. *Best Interests of Creditors — 11 U.S.C. § 1129(a)(7).* The Plan satisfies 11 U.S.C. § 1129(a)(7). The liquidation analysis attached as Appendix C to the Disclosure Statement and other evidence proffered or adduced at the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that each holder of an impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code on such date.

T. *Deemed Acceptance or Rejection by Certain Classes — 11 U.S.C. § 1129(a)(8).* Classes 1, 3, 4, 5 and 6 are Classes of unimpaired Claims and Interests that are conclusively presumed to have accepted the Plan under 11 U.S.C. § 1126(f). Pursuant to the Class 2 Settlement, Class 2 is being treated as impaired, and based upon the results of provisional balloting by holders of Term Facility Claims in Class 2, the Court finds Class 2 to have rejected the Plan. Classes 8 and 9 are not entitled to receive or retain any property under the Plan and, therefore, are deemed to have rejected the Plan

pursuant to 11 U.S.C. § 1126(g). Although 11 U.S.C. § 1129(a)(8) has not been satisfied with respect to Classes 2, 8 and 9, the Plan is confirmable because the Plan satisfies 11 U.S.C. § 1129(b) with respect to those Classes of Claims and Interests, as set forth below.

U. *Treatment of Administrative, Priority and Tax Claims — 11 U.S.C. § 1129(a)(9).* The treatment of Administrative Claims, DIP Facility Claims, Priority Tax Claims and Other Priority Claims pursuant to Sections 3.1(a), 3.1(b), 3.1(c) and 3.2(a) of the Plan satisfies the requirements of 11 U.S.C. §§ 1129(a)(9)(A), (B) and (C). The treatment provided in Section 3.2(c) for tax claims that are Other Secured Claims satisfies the requirements of 11 U.S.C. § 1129(a)(9)(D).

V. *Acceptance by Impaired Class — 11 U.S.C. § 1129(a)(10).* Class 7 is an impaired Class of Claims that voted to accept the Plan in accordance with 11 U.S.C. § 1126(e) and, to the Debtors' knowledge, does not contain insiders whose votes have been counted. Therefore, the requirement of 11 U.S.C. § 1129(a)(10) 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.

W. *Feasibility — 11 U.S.C. § 1129(a)(11).* The projections set forth in Appendix B to the Disclosure Statement, as corrected and updated on the record, and other evidence proffered or adduced by the Debtors at the Confirmation Hearing with respect to feasibility are persuasive and credible, and establish that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors. The Court also notes that the objections to feasibility raised by the Senior Secured Agent have been resolved by the Class 2 Settlement and the terms of the revised Amendment No. 1. Accordingly, the Court finds that the Debtors have satisfied the requirements of 11 U.S.C. § 1129(a)(11).

X. *Payment of Fees — 11 U.S.C. § 1129(a)(12).* All fees payable under 28 U.S.C. § 1930 on or before the Effective Date, as determined by the Court, have been paid or will be paid on the Effective Date pursuant to Section 12.3 of the Plan, thus satisfying the requirements of 11 U.S.C. § 1129(a)(12).

Y. *Continuation of Retiree Benefits — 11 U.S.C. § 1129(a)(13).* Any retiree benefits within the meaning of 11 U.S.C. § 1114 will be treated as executory contracts and assumed pursuant to Section 6.4(a) of the Plan. Thus, the requirements of 11 U.S.C. § 1129(a)(13) are satisfied.

Z. *Cramdown Interest Rate; Fair and Equitable; No Unfair Discrimination — 11 U.S.C. § 1129(b)(2)(A).* Pursuant to the Class 2 Settlement, the Debtors and the Senior Secured Agent (with the consent of the Required Lenders) have agreed to the interest rate and other treatment terms that satisfy the cramdown requirements of 11 U.S.C. § 1129(b)(2)(A), and that interest rate is set forth in the revised Amendment No. 1. Accordingly, the requirements of 11 U.S.C. § 1129(b)(2)(A) are satisfied. Therefore, the Plan does not discriminate unfairly and is fair and equitable with respect to Class 2 as required by 11 U.S.C. § 1129(b)(1), and thus can be confirmed notwithstanding the rejection of the Plan by Class 2.

AA. *Valuation; Fair and Equitable; No Unfair Discrimination — 11 U.S.C. § 1129(b)(2)(B).* The Court has heard the expert testimony offered by Perella Weinberg Partners LP on behalf of the Debtors, Lazard Freres & Co. LLC on behalf of Harbinger, and Allen & Company LLC on behalf of the Equity Committee. The Court finds the expert testimony offered by Lazard Freres & Co. LLC to be the most credible as to the valuation of the Debtors. Based upon such expert testimony, together with the expert testimony provided by Perella Weinberg Partners LP and other testimony received, the Court finds that total claims against the Debtors are approximately $2.7 billion, including postpetition interest on the Noteholder Claims, which would be payable before any distribution could be made to junior Classes. The enterprise value of the Debtors is approximately $2.3 billion to $2.5 billion. Class 7 Noteholders, with Claims, including postpetition interest, estimated to be in the amount of $1,133,507,174 as of July 15, 2009, will receive New Notes in the aggregate face amount of

$218,076,405 and New Common Stock for the balance of their Claims. The New Common Stock attributable to the Noteholder Claims is estimated to have an aggregate value in the range of approximately $453 million to $615 million, against the remaining balance of $915,430,769. Based on these numbers, the aggregate percentage recovery for the Noteholder Claims, considering both the New Notes and the New Common Stock, is estimated to be in the range of approximately 60% to 75%. Because the Noteholder Claims will not be paid in full under the Plan, no distribution of property of the Debtors can be made to any junior Class of Claims or Interests. Classes 8 and 9 are junior impaired classes of Claims and Interests that are receiving no distribution under the Plan and are deemed to have rejected the Plan pursuant to 11 U.S.C. § 1126(g). The Plan does not discriminate unfairly and is fair and equitable with respect to Classes 8 and 9 as required by 11 U.S.C. § 1129(b)(1). Because there is insufficient value in the Debtors' assets to produce payment in full to Class 7, which has prior rights to Classes 8 and 9, the Plan may be confirmed notwithstanding the Debtors' failure to satisfy 11 U.S.C. § 1129(a)(8) as to such Classes. Upon confirmation and the occurrence of the Effective Date, the Plan shall be binding upon the members of all classes of Claims and Interests, including, but not limited to, Classes 8 and 9.

BB. *Only One Plan — 11 U.S.C. § 1129(c)*. Other than the Plan (including previous versions thereof), no other plan has been filed in the chapter 11 cases. Accordingly, the requirements of 11 U.S.C. § 1129(c) have been satisfied.

CC. *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 of 1933, and no governmental unit has objected to the confirmation of the Plan on any such grounds. The Plan therefore satisfies the requirements of 11 U.S.C. § 1129(d).

DD. *No Objection to Disposition of Contracts and Leases*. No party to an executory contract or unexpired lease to be assumed by the Debtors pursuant to Sections 6.1, 6.4(a) and 6.5 of the Plan or rejected by the Debtors pursuant to Section 6.4(c) of the Plan has objected to the assumption or rejection thereof. The issues raised by iStar CTL-Corporate Drive – Dixon LLC have been resolved by the provisions of this Confirmation Order.

EE. *No Liquidation*. Because the Plan does not provide for the liquidation of all or substantially all of the property of the Debtors' estates and the Reorganized Debtors will engage in businesses following consummation of the Plan, 11 U.S.C. § 1141(d)(3) is not applicable.

FF. *Plan Modifications*. The modifications to the Plan set forth in the First Modification and the Second Modification do not materially or adversely affect or change the treatment of any holder of a Claim. Accordingly, pursuant to Fed. R. Bankr. P. 3019, such modifications do not require additional disclosure under 11 U.S.C. § 1125 or resolicitation of acceptances or rejections under 11 U.S.C. § 1126, nor do they require that holders of Claims be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Disclosure of the modifications on the record at the Confirmation Hearing constitutes due and sufficient notice thereof under the circumstances of these chapter 11 cases.

GG. *Burden of Proof*. The Debtors, as proponents of the Plan, have met their burden of proving the elements of 11 U.S.C. §§ 1129(a) and (b) by a preponderance of the evidence.

HH. *Satisfaction of Confirmation Requirements*. The Plan satisfies the requirements for confirmation set forth in 11 U.S.C. § 1129.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Objections. All objections to confirmation of the Plan that have not been withdrawn, resolved, waived or settled are overruled on the merits.

2. Confirmation of Plan. The Plan is approved and confirmed under 11 U.S.C. § 1129, as stated on the record on June 25, 2009, at the conclusion of the Confirmation Hearing.

3. Approval of Plan Modifications. The modifications set forth in the First Modification and the Second Modification, including the provisions of the revised Amendment No. 1, are approved. In accordance with 11 U.S.C. § 1127 and Fed. R. Bankr. P. 3019, all holders of Claims who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are deemed to have accepted the Plan as modified by the First Modification and the Second Modification, including the provisions of the revised Amendment No. 1. No holder of a Claim shall be permitted to change its vote as a consequence of the First Modification, the Second Modification or the provisions of the revised Amendment No. 1. The Plan as modified by the First Modification and the Second Modification shall constitute the Plan and all references herein to the Plan shall mean the Plan as so modified.

4. Incorporation of Terms and Provisions of Plan. The terms and provisions of the Plan are incorporated by reference into and are an integral part of this Confirmation Order. Each term and provision of the Plan is valid, binding and enforceable as though fully set forth herein. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are non-severable and mutually dependent. The failure specifically to include or reference any particular term or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such term and provision, it being the intent of the Court that the Plan be confirmed in its entirety.

5. Binding Effect. Effective on the Effective Date or effective as of the Confirmation Date or any other date if so provided in the Plan, and except as expressly provided otherwise in this Confirmation Order, the Plan and its provisions shall be binding upon the Debtors, the Reorganized Debtors, any party in interest, any entity acquiring or receiving property or a distribution under the Plan and any holder of a Claim against or Interest in the Debtors, including all governmental entities, whether or not the Claim or Interest of such holder is impaired under the Plan and whether or not such holder or entity has accepted the Plan. Pursuant to 11 U.S.C. §§ 1123(a) and 1142(a) and the provisions of this Confirmation Order, the Plan and all Plan-related documents shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

6. Implementing Provision for Priority Tax Claims. In the event a Priority Tax Claim is treated pursuant to 11 U.S.C. § 1129(a)(9)(C), interest shall be paid at the rate as of the Effective Date determined under 26 U.S.C. § 6622. In the event of a default on the payment of a Priority Tax Claim under the Plan, the governmental unit to which the payment is owed may pursue all administrative and judicial remedies under applicable law to collect the unpaid Priority Tax Claim.

7. Cramdown Treatment for Class 2 Term Facility Claims. Class 2, containing the Term Facility Claims, shall be treated as impaired pursuant to the Class 2 Settlement and, thus, the Term Facility Claims shall be treated in accordance with the provisions of Section 3.2(b)(ii) of the Plan and the terms of the revised Amendment No. 1. The revised Amendment No. 1 is approved and shall be binding on the Senior Secured Agent, all other agents and issuers, and all Term Lenders (including all successors and assigns of the Senior Secured Agent, the other agents and issuers, and the Term Lenders) whether or not the revised Amendment No. 1 is executed by any or all such parties. The Reorganized Debtors are authorized to execute, deliver and perform their obligations under the revised Amendment No. 1, the Credit Agreement dated as of March 30, 2007, among, among others, Spectrum as the Borrower, the Subsidiary Debtors as Guarantors, Bank of New York Mellon (successor to Goldman Sachs Credit Partners L.P.), as the Administrative Agent and the Lenders party thereto, as amended by the revised Amendment No. 1 and the other Term Facility Loan Documents (collectively, the “Amended Term Loan Documents”). The Amended Term Loan Documents shall constitute legal, valid, binding and authorized obligations of the Reorganized Debtors, as applicable, enforceable in accordance with their terms.

8. Application of Absolute Priority Rule. No Class of Claims or Interests junior to the Noteholders Claims may receive or retain any property under the Plan. Therefore, the discharge without payment of the Class 8 Subordinated Claims and the cancellation of the Class 9 Spectrum Interests pursuant to the Plan is approved.

9. Determination of Discharge. Pursuant to Section 10.9(b) of the Plan, as of the Effective Date, except as provided in the Plan or this Order, all Persons shall be precluded from asserting against the Debtors or the Reorganized Debtors, any other or further claims, debts, rights, causes of action, claims for relief, liabilities, or equity interests relating to the Debtors based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date. In accordance with the foregoing, except as provided in the Plan or this Order, this Order is a judicial determination of discharge of all such Claims and other debts and liabilities against the Debtors and termination of all Spectrum Interests, pursuant to 11 U.S.C. §§ 524 and 1141, and such discharge shall void any judgment obtained against the Debtors at any time, to the extent that such judgment relates to a discharged Claim or terminated Interest.

10. Cancellation of Old Securities. Pursuant to Section 5.4 of the Plan, except as provided in the Plan or in this Order, on the Effective Date any and all obligations with respect to the Old Securities (including, without limitation, the Spectrum Interests, the Spectrum Notes, and any other note, bond, or indenture evidencing or creating any public indebtedness or obligation of any Debtor), shall be deemed extinguished, cancelled and of no further force or effect.

11. Approval of Plan Releases and Exculpation; Injunction. The releases by each of the Debtors provided in Section 10.8 of the Plan and the exculpations provided for in Section 10.11 of the Plan are approved in favor of each of the other Debtors, each of the Reorganized Debtors, their respective subsidiaries, the Debtors' Professionals, the Negotiating Noteholders, any Noteholder solely in its capacity as a Noteholder that voted to accept the Plan, the DIP Agent, the DIP Facility Lenders, the Supplemental DIP Facility Participants, the Indenture Trustee, the Equity Committee, the Senior Secured Agent and any other past or present agent or issuer under the Term Facility Loan Documents

solely in their respective capacities as such agents or issuers, the Term Lenders solely in their respective capacities as such lenders, and each of their respective directors, officers, employees, members, participants, agents, representatives, partners, affiliates, counsel, other advisors, successors or assigns (the "Released/Exculpated Parties"). As of the Effective Date, (a) the Reorganized Debtors and any Persons seeking to exercise the rights of the Debtors' estates (including, without limitation, any estate representative appointed pursuant to 11 U.S.C. § 1123(b)(3)(B)) as to the Released/Exculpated Parties released pursuant to Section 10.8 and (b) all parties in interest as to the Released/Exculpated Parties exculpated in Section 10.11, are permanently enjoined from taking any of the following actions on account of claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities or terminated interests or rights against any such Released/Exculpated Parties: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien or encumbrance; (iv) asserting a setoff against any debt, liability, or obligation due to any of such Released/Exculpated Parties; or (v) commencing or continuing any action, in any manner, in any place, or against any Person that does not comply with or is inconsistent with the provisions of the Plan.

12. Approval of Exit Financing Under Plan. The Exit Facility is approved, the Debtors' execution and delivery of the Exit Financing Commitment is ratified, and the Debtors or Reorganized Debtors, as applicable, are authorized and directed to pay the fees and costs required thereunder and to perform their obligations thereunder (including under the supplemental loan of the Supplemental DIP Facility Participants that will be rolled from the DIP Facility to the Exit Facility). The Debtors or Reorganized Debtors, as applicable, are authorized to execute, deliver and perform their obligations under the revolving credit agreement, mortgages, security agreements and other documents (collectively, the "Exit Financing Documents") with terms and provisions substantially consistent with those

contained in the Exit Financing Commitment, with such changes as may be agreed between the Debtors, the Negotiating Noteholders, and the Exit Lender, as necessary or appropriate to effect the Exit Facility in accordance with the Plan. The Exit Financing Documents shall constitute legal, valid, binding and authorized obligations of the Debtors or Reorganized Debtors, as applicable, enforceable in accordance with their terms, and shall create the security interests, liens and mortgages purported to be created thereby. The Exit Lender is authorized to file or record at any time and from time to time such financing statements or other security documents naming the Exit Lender, as secured party, and each Loan Party, as debtor, as the Exit Lender may require, together with any amendments or continuations with respect thereto.

13. DIP Facility. Notwithstanding anything to the contrary contained in this Order or the Plan, (a) the liens and security interests securing the Obligations (as defined in the orders of this Court approving the DIP Facility, collectively, the "Financing Order") owing to the DIP Facility Agent and the DIP Facility Lenders (including the Supplemental DIP Facility Participants) shall remain in full force and effect until all of the Obligations owing to the DIP Facility Agent and the DIP Facility Lenders (including the Supplemental DIP Facility Participants) are paid in full in cash in accordance with the terms and conditions of the DIP Facility and the Financing Order, (b) the claims, liens, interests, rights, priorities, protections and remedies of the DIP Facility Agent and DIP Facility Lenders (including the Supplemental DIP Facility Participants) arising under or in connection with the DIP Facility and the Financing Order shall extend and continue in full force and effect during the period commencing on the date of this Order through the Effective Date (the "Post Confirmation Period"), (c) any loans, advances, letter of credit accommodations or other financial or credit accommodations made or provided by the DIP Facility Agent and the DIP Facility Lenders (including the Supplemental DIP Facility Participants) to the Debtors at any time during the Post Confirmation Period shall be fully protected and entitled to all of the rights, claim priorities, liens, remedies and protections afforded under the DIP Facility and the

Financing Order, (d) upon the entry of this Order, the Debtors and each of the Professionals (as defined in the Financing Order) hereby release and discharge the DIP Facility Agent and each of the DIP Facility Lenders (including the Supplemental DIP Facility Participants) from any and all liability, responsibility, and/ or obligation to hold, reserve for, or otherwise fund or ensure the funding of the Professional Fee Carve-Out (as defined in the Financing Order) or any other Carve-Out Expenses (as defined in the Financing Order) and from any obligation, responsibility or liability whatsoever to Debtors, any of the Professionals, or any other third party to pay, fund or otherwise satisfy the fees and expenses of any of the Professionals, including without limitation any of the professionals scheduled on the Revised Budget (as defined in the Financing Order); *provided*, *however*, that nothing herein shall release or otherwise affect the obligations of the Supplemental DIP Facility Participants to provide a supplement loan under the rollover provisions of the DIP Facility.

14. Plan Implementation Authorization. The Debtors and the Reorganized Debtors, and their respective directors, officers, members, agents and attorneys, are authorized and empowered from and after the date hereof to negotiate, execute, issue, deliver, implement, file or record any contract, instrument, release, lease, grant of security, indenture or other agreement or document, including, without limitation, the Plan Documents, the Exit Financing Documents, the releases referenced in the Financing Order, and all other documents referenced in the Plan, as the same may be modified, amended and supplemented (including such modifications to the draft form of the Plan Documents contained in the Plan Supplement as necessary to satisfy the conditions to the effectiveness of the Plan), and to take any action necessary or appropriate to implement, effectuate, consummate or further evidence the Plan in accordance with its terms, or take any or all corporate actions authorized to be taken pursuant to the Plan, including but not limited to any reincorporation, merger, consolidation, restructuring, disposition, liquidation, closure, dissolution, release, amendment or restatement of any bylaws, certificates of incorporation or other governing documents of the Debtors, whether or not specifically referred to in the

Plan or any exhibit thereto, without further order of the Court. Any or all such documents shall be accepted upon presentment by each of the respective state filing offices and recorded in accordance with applicable state law and shall become effective in accordance with their terms and the provisions of state law. For the avoidance of doubt, Spectrum is hereby authorized from and after the date hereof to take all steps necessary to reincorporate as of the Effective Date, by whatever means or transactions available under applicable law, as a corporation organized and existing under the laws of the State of Delaware.

15. Governmental Approvals Not Required. 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 the implementation or consummation of the Plan and any 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 and any documents, instruments or agreements, and any amendments or modifications thereto.

16. Exemption from Certain Taxes. Pursuant to 11 U.S.C. § 1146(a), neither (a) the issuance, transfer or exchange of notes or equity securities under the Plan, (b) the creation of any mortgage, deed of trust, lien, pledge or other security interest, (c) the making or assignment of any contract, lease or sublease, nor (d) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, any merger agreements, any agreements of consolidation, restructuring, disposition, liquidation, or dissolution, any deeds, any bills of sale, or any transfers of tangible or intangible property, shall be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, sales or use tax, mortgage recording tax, or other similar tax or governmental assessment. State and local governmental officials or agents are hereby directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. For the avoidance of

doubt, the exemption hereunder specifically applies, without limitation, to all documents necessary to evidence and implement distributions under the Plan, including the Plan Documents, the Exit Financing Documents and all documents necessary to evidence and implement any of the transactions and actions described in the Plan or the Plan Supplement including, without limitation, those described in Sections 5.1, 5.2 and 5.9 of the Plan and the recordation of mortgages, deeds to secure debt, modifications to mortgages to secure debt and fixture filings.

17. Exemption from Securities Laws. The exemption from the requirements of Section 5 of the Securities Act of 1933, and any state or local law requiring registration for the offer, sale, issuance, exchange or transfer of a security provided for in the Plan in exchange for Claims against or Interests in the Debtors, or registration or licensing of an issuer of, underwriter of, or broker dealer in, such security is authorized by 11 U.S.C. § 1145. The offer and sale of the New Common Stock and the New Notes is exempt from registration under 11 U.S.C. § 1145 and such securities are freely tradable by the holders thereof except to the extent a holder is an "underwriter" as defined in 11 U.S.C. § 1145(b). The filing of a "shelf" registration statement pursuant to Section 5.5(h) of the Plan shall be subject to the provisions of the Registration Rights Agreement (New Common Stock) and the Registration Rights Agreement (New Notes) in their final forms as of the Effective Date.

18. Applicable Non-Bankruptcy Law. Pursuant to 11 U.S.C. §§ 1123(a) and 1142(a), the provisions of this Confirmation Order, the Plan, or any other amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

19. Appointment of Directors. The election and appointment of the following seven persons to the New Board to serve from and after the Effective Date as provided in the Plan, and in accordance with the terms of the New Spectrum Governing Documents, is approved: Norman S. Matthews, Kenneth C. Ambrecht, Hugh R. Rovit, Terry L. Polistina, Marc S. Kirschner, Eugene I. Davis and Kent J. Hussey. Any vacancy existing as of the Effective Date shall be filled in accordance with the terms of the New Spectrum Governing Documents.

20. Approval of Assumption or Rejection of Contracts and Leases. Unless otherwise provided in an order of or in proceedings before the Court specifically dealing with (a) a contract or lease that is subject to assumption pursuant to Section 6.1, 6.4(a) or 6.5 of the Plan, the assumption of such contract or lease is hereby approved as of the Effective Date as proposed in such Section 6.1, 6.4(a) or 6.5; and (b) a contract that is subject to rejection pursuant to Section 6.4(c), the rejection of such contract is hereby approved as of the Effective Date as proposed in such Section 6.4(c).

21. Lease of iStar CTL-Corporate Drive – Dixon LLC. The real property lease of iStar CTL-Corporate Drive – Dixon LLC, related to the premises located at the Lee County Business Park in Lee County, Illinois, is assumed as of the Effective Date pursuant to Section 6.1 of the Plan. Upon such assumption, the Debtors agree that they shall not rely on any provisions of the Plan (including Section 6.2) to later seek to reject such lease.

22. Rejection Damages Bar Date. If the rejection pursuant to Section 6.4(c) results in a Rejection Damages Claim, then such Rejection Damages Claim shall be forever barred and shall not be enforceable against any Debtor or Reorganized Debtor or the properties of any of them unless a Proof of Claim is filed with the clerk of the Bankruptcy Court and served upon counsel to the Reorganized Debtors and the respective counsel of each of the Negotiating Noteholders no later than thirty (30) days after entry of this Order.

23. Protection from Chapter 11 Events. No holder of a Claim that is Reinstated under the Plan may take any action under the documents governing such Claim on account of or arising from the occurrence of any or all of the following: (a) the commencement of the Debtors' chapter 11 cases, (b) the prosecution of the Debtors' chapter 11 cases, including any actions taken by the Debtors pursuant to orders entered by this Court during the pendency of the cases, (c) the filing, prosecution or confirmation

of the Plan, (d) the consummation of the Plan, or (e) the transactions contemplated by or resulting from the Plan, any of the Plan Documents, or any other documents contemplated by the Plan, including without limitation the issuance of the New Common Stock and New Notes and the appointment of the New Board (items (a) through (e) collectively, the "Chapter 11 Events"). Any clause or provision of any agreement between any of the Debtors and any other party (including any holder of a Claim that is Reinstated under the Plan) that purports to modify the rights of such other party based on any or all of the Chapter 11 Events shall be ineffective pursuant to 11 U.S.C. § 365(e)(1). For the avoidance of doubt, the transactions contemplated under the Plan shall be deemed not to constitute a change of control for purposes of any of the contracts, agreements, policies, programs, and plans honored either pursuant to the Plan or in the ordinary course of business by the Reorganized Debtors on or after the Effective Date.

24. Transfers by Debtors; Vesting of Assets. All transfers of property of the Debtors' estates, including the distribution of the New Common Stock and the New Notes, shall be free and clear of all Liens, charges, Claims, Interests, and other encumbrances, except as expressly provided in the Plan. Pursuant to 11 U.S.C. §§ 1141(b) and (c), all property of each of the Debtors (excluding property that has been abandoned pursuant to the Plan or an order of the Bankruptcy Court) shall vest in each respective Reorganized Debtor or its successors or assigns, as the case may be, free and clear of all Liens, charges, Claims, Interests, and other encumbrances, except as expressly provided in the Plan. Such vesting does not constitute a voidable transfer under the Bankruptcy Code or applicable nonbankruptcy law.

25. Distribution Record Date. To facilitate the distribution process, when making any Cash payments under the Plan on the Effective Date or other required Distribution Date, the Debtors shall not be required to recognize, and may disregard without liability, any transfer of Claim that is not filed of record on the Court's docket within ten (10) Business Days after the Confirmation Date. With respect to any transfer of Claim not so timely filed, the Debtors are authorized to recognize and deal for all purposes under the Plan only with the original holder of the Claim.

26. Reservation of Rights Under Police and Regulatory Laws. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, the releases, discharges, settlements, satisfactions, injunctions, and preclusions set forth in this Confirmation Order or the Plan shall not impair the rights, claims or causes of action of governmental units against the Debtors under police and regulatory laws and regulations promulgated thereunder, and such rights, claims and causes of action shall not be discharged or otherwise adversely affected by the Plan, shall survive the chapter 11 cases as if they had not been commenced, and may be determined or adjudicated before the respective administrative agency having jurisdiction or court of competent jurisdiction.

27. Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Texas, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, contracts, instruments or other documents executed or entered into in connection with the Plan (except that any agreement, contract, instrument or other document, including the Exit Facility, that contains its own choice of law provision shall be governed by such of choice of law provision), and any corporate governance matters (except that corporate governance matters relating to Debtors or Reorganized Debtors, as applicable, not incorporated in Texas shall be governed by the laws of the state of incorporation of the applicable Debtor or Reorganized Debtor, as applicable).

28. Effect of Conflict Between Plan and Confirmation Order. If there is any direct conflict between the terms of the Plan or the Plan Supplement and the terms of this Confirmation Order, the terms of this Confirmation Order shall control.

29. Reversal. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified or vacated by subsequent order of the Court or any other court, in the absence of a stay of the Confirmation Order, such reversal, modification or vacatur shall not affect the validity of the acts or obligations incurred or undertaken in good faith under or in connection with the Plan prior to the Debtors' receipt of written notice of entry of any such order. Notwithstanding any such reversal, modification or vacatur of this Confirmation Order, in the absence of a stay of the Confirmation Order, any such act or obligation incurred or undertaken in good faith pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan or any amendments or modifications thereto.

30. Authorization to Consummate Plan. Notwithstanding Fed. R. Bankr. P. 3020(e), this Confirmation Order shall take effect immediately at 12:01 am Central time on July 18, 2009 unless the Equity Committee has filed a notice of appeal on or before July 17, 2009. If the Equity Committee files a notice of appeal on or before July 17, 2009, this Confirmation Order shall be stayed until the expiration of ten (10) days after the entry of this Confirmation Order, subject to the entry of an order further staying this Confirmation Order. In the absence of an order further staying this Confirmation Order, upon the expiration of ten (10) days after the entry of this Confirmation Order, this Confirmation Order shall not be stayed and may be fully implemented by the Debtors.

31. Notice of Entry of Confirmation Order. No later than ten (10) Business Day following the date of entry of this Confirmation Order, the Debtors shall serve notice of the entry of this Confirmation Order pursuant to Fed. R. Bankr. P. 2002(f)(7), 2002(k) and 3020(c) on all holders of Claims and Interests, the U.S. Trustee, and the parties named on the Limited Service List maintained in these cases, by causing notice substantially in the form attached hereto as Exhibit A to be delivered to such parties by first-class mail, postage prepaid.

32. Notice of Effective Date. Within five (5) Business Days following the occurrence of the Effective Date, the Reorganized Debtors shall file notice of the Effective Date with the Bankruptcy Court and serve a copy of such notice on the parties named on the Limited Service List maintained in these cases.

33. Payment of Statutory Fees. The Debtors shall pay a sum certain determined by the U.S. Trustee to the U.S. Trustee for fees due pursuant to 28 U.S.C. § 1930(a)(6), within the later of ten (10) Business Days of the entry of this Order or ten (10) Business Days of the Debtors' receipt of a notice of such sum certain from the U.S. Trustee.

34. Standing of Equity Committee. Notwithstanding the dissolution of the Equity Committee under Section 10.3 of the Plan, which dissolution shall be effective as of the Confirmation Date as provided therein, the Equity Committee shall retain standing and continuity only to pursue an appeal of this Confirmation Order.

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Submitted by:

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Counsel for Debtors and Debtors in Possession

EXHIBIT A

NOTICE OF ENTRY OF CONFIRMATION ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	)	
	)	Case No. 09-50455 (RBK)
SPECTRUM JUNGLE LABS CORPORATION, et al.,	)	*Chapter 11*
	)	
Debtors.	)	Jointly Administered

NOTICE OF (A) ENTRY OF ORDER CONFIRMING JOINT PLAN OF REORGANIZATION OF SPECTRUM JUNGLE LABS CORPORATION, ET AL., DEBTORS, AND (B) BAR DATES FOR FILING PROFESSIONAL FEE/SUBSTANTIAL CONTRIBUTION CLAIMS AND REJECTION DAMAGES CLAIMS

Name of Debtor	Other Names Used (Last 8 Years)	Address	Tax I.D.	Case No.
Aquaria, Inc.	AQ Holdings, Inc.	6144 Condor Drive Moorpark, CA 93021	95-2556867	09-50468
Aquarium Systems, Inc.	JungleTalk International, Inc.	8141 Tyler Blvd. Mentor, OH 44060	34-1820457	09-50470
DB Online, LLC	N/A	500 Ala Moana Boulevard Suite 7 – 527 Honolulu, HI 96813	20-0895221	09-50467
Perfecto Manufacturing, Inc.	Perfecto Acquisition Corp.; Perfecto Holding Corp.	20975 Creek Road Noblesville, IN 46060	59-3380419	09-50469
ROV Holding, Inc.	N/A	c/o 1105 N. Market St. Suite 1300 Wilmington, DE 19899	22-2423555	09-50457
ROVCAL, Inc.	N/A	811 N. Kelsey Street Visalia, CA 93291	52-2068284	09-50454
Schultz Company	Ground Zero, Inc.; Chemical Dynamics, Inc.	13260 Corporate Exchange Dr. St. Louis, MO 63044	43-0625762	09-50463
Southern California Foam, Inc.	Lazy Pet Products, Inc.	18-A Journey Suite 130 Aliso Viejo, CA 92656	95-4236597	09-50471
Spectrum Brands, Inc.	Rayovac Corporation; Remington Products Company, L.L.C.	Six Concourse Parkway Suite 3300 Atlanta, GA 30328	22-2423556	09-50456
Spectrum Jungle Labs Corporation	Jungle Laboratories Corporation	120 Industrial Drive Cibolo, TX 78108	26-4038384	09-50455
Spectrum Neptune US Holdco Corporation	Nu-Gro US Holdco Corporation	Six Concourse Parkway Suite 3300 Atlanta, GA 30328	20-0971051	09-50464
Tetra Holding (US), Inc.	Willinger Bros., Inc.	3001 Commerce St. Blacksburg, VA 24060	42-1560545	09-50459

United Industries Corporation	Lindbergh Corporation; Sylorr Plant Corp.; WPC Brands, Inc.; Chemsico; Spectrum; Realex; Alljack; Celex; Spectrum Group; UIC Holdings, L.L.C.; The Wonder Company; The Wonder Property Company; Southern Wonder Company; Southern Wonder Property Company	13260 Corporate Exchange Dr. St. Louis, MO 63044	43-1025604	09-50461
United Pet Group, Inc.	Pets 'N People, Inc.; Mother's Little Miracle, Inc.; Firstrax; Firstrax, Inc.; Firstrax Pet Products Inc.; TAP, LLC; Eight in One Pet Products; Jungle Laboratories Corporation; Lazy Pet Products	7794 Five Mile Road Suite 190 Cincinnati, OH 45230	11-2392851	09-50466

TO: ALL PARTIES IN INTEREST

PLEASE TAKE NOTICE THAT:

1. On , 2009, the United States Bankruptcy Court for the Western District of Texas (the "Bankruptcy Court") entered its Order Confirming Joint Plan of Reorganization of Spectrum Jungle Labs Corporation, et al., Debtors (the "Confirmation Order"). Unless otherwise defined herein, capitalized terms used in this Notice shall have the meanings ascribed to such terms in the Joint Plan of Reorganization of Spectrum Jungle Labs Corporation, et al., Debtors, dated April 28, 2009 (the "Plan").

2. Copies of the Confirmation Order and the Plan may be obtained by accessing http://loganandco.com.

3. The Plan will become effective in accordance with its terms on the date on which all conditions to the effective date of the Plan as set forth in Section 8.2 of the Plan have been satisfied or waived as provided in Section 8.3 of the Plan (the "Effective Date"). The Debtors shall file a notice of the occurrence of the Effective Date with the Bankruptcy Court, mail a copy thereof to all parties on the Limited Service List maintained in these cases, and post a copy at http://loganandco.com.

4. In accordance with Section 10.1 of the Plan, all final requests for payment of Professional Fee Claims pursuant to Sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code and Substantial Contribution Claims under Section 503(b)(3), (4), or (5) of the Bankruptcy Code must be filed with the Bankruptcy Court and served on the Reorganized Debtors, the undersigned counsel for the Reorganized Debtors, and any other necessary parties-in-interest no later than sixty (60) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court. Holders of Professional Fee Claims or Substantial Contribution Claims who fail to timely file and serve a final request for payment shall be forever barred from seeking payment of any such Professional Fee Claims or Substantial Contribution Claims from the Estates, the Debtors or the Reorganized Debtors. Objections to such requests for payment must be filed with the Bankruptcy Court and served on the requesting Professional or other entity seeking payment, the Reorganized Debtors and the undersigned counsel for the Reorganized Debtors no later than twenty (20) days (or such longer period as may be allowed by order of the Bankruptcy Court) after the date on which the applicable request for payment was served.

5. In accordance with Section 10.2 of the Plan, within ten (10) days of the Effective Date, to the extent that (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP and Oppenheimer, Blend, Harrison &Tate, Inc., counsel to Harbinger; (ii) Bracewell & Giuliani LLP, counsel to D. E. Shaw; (iii) Akin Gump Strauss Hauer & Feld LLP, counsel to Avenue; and (iv) Lazard Freres & Co., financial advisor to Harbinger (collectively, the "Negotiating Noteholders' Advisors") have not been compensated pursuant to the terms of the final postpetition financing order dated March 5, 2009 and the Restructuring Support Agreement, each of such Negotiating Noteholders' Advisors shall submit a final bill for fees and expenses (in its role as counsel to both a Supplemental DIP Facility Participant and a Negotiating Noteholder) incurred through the Effective Date to the Limited Service List. Parties on the Limited Service List may file an objection with the Bankruptcy Court challenging the reasonableness of all or a portion of the fees and expenses set forth in such final bills within ten (10) days of their submission.

6. In accordance with Section 6.7(b) of the Plan, if the rejection by a Debtor of a contract or lease pursuant to any provision of the Plan results in a Claim, then such Claim shall be forever barred and shall not be enforceable against any Debtor or Reorganized Debtor or the properties of any of them unless a Proof of Claim is filed with the Bankruptcy Court and served upon the undersigned counsel for the Reorganized Debtors within thirty (30) days after the entry of the Confirmation Order. If a contract or lease is rejected by separate order of the Bankruptcy Court, the deadline for filing a Proof of Claim for any Claim resulting therefrom shall be set forth in such separate order.

7. When making any Cash payments under the Plan on the Effective Date or other required Distribution Date, the Debtors are not be required to recognize, and may disregard without liability, any transfer of Claim that is not filed of record on the Court's docket within ten (10) Business Days after the Confirmation Date. With respect to any transfer of Claim not so timely filed, the Debtors are authorized to recognize and deal for all purposes under the Plan only with the original holder of the Claim.

Dated: , 2009

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