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INTRODUCTION

AMF Bowling Worldwide, Inc., together with its Affiliates 300, Inc., American Recreation Centers, Inc., AMF BCH LLC, AMF Beverage Company of Oregon, Inc., AMF Bowling Centers Holdings Inc., AMF Bowling Centers, Inc., AMF Bowling Mexico Holding, Inc., AMF Holdings, Inc., AMF WBCH LLC, AMF Worldwide Bowling Centers Holdings Inc., Boliches AMF, Inc., Bush River Corporation, King Louie Lenexa, Inc., Kingpin Holdings, LLC, and Kingpin Intermediate Corp. (each, a “Debtor” and, collectively, the “Debtors”) propose this joint plan of reorganization (together with the documents comprising the Plan Supplement, the “Plan”) for the resolution of outstanding Claims against, and Interests in, the Debtors. Capitalized terms used and not otherwise defined shall have the meanings ascribed to such terms in Article I.A hereof. Holders of Claims and Interests may refer to the Disclosure Statement for a discussion of the Debtors’ history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of the Plan. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS AND INTERESTS, TO THE EXTENT APPLICABLE, ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. THE PLAN PROVIDES FOR SUBSTANTIVE CONSOLIDATION OF THE ESTATES FOR ALL PURPOSES ASSOCIATED WITH CONFIRMATION AND CONSUMMATION.

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

A. *Defined Terms*

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

1. “*Accrued Professional Compensation*” means, at any given time, all accrued, contingent, and/or unpaid fees and expenses (including success fees) for legal, financial advisory, accounting, and other services and reimbursement of expenses that are (a) awardable and allowable under sections 328, 330, or 331 of the Bankruptcy Code or otherwise rendered allowable before the Effective Date by any retained estate Professional in the Chapter 11 Cases, (b) owing to Stroock, Miller Buckfire, Kutak Rock, or K&S, (c) owing to the Plan Sponsor Professionals, or (d) awardable and allowable under section 503 of the Bankruptcy Code, that the Court has not otherwise denied by Final Order, (i) all to the extent that any such fees and expenses have not been previously paid (regardless of whether a fee application has been filed for any such amount) and (ii) after applying any retainer that has been provided to such Professional. To the extent that the Court or any higher court of competent jurisdiction denies or reduces by a Final Order any amount of a Professional’s fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation. For the avoidance of doubt, Accrued Professional Compensation includes unbilled fees and expenses incurred on account of services provided by Professionals that have not yet been submitted for payment, except to the extent that such fees and expenses are either denied or reduced by a Final Order by the Court or any higher court of competent jurisdiction.

2. “*Ad Hoc Group of First Lien Lenders*” means the ad hoc group of certain holders of First Lien Claims, as identified in the *Amended and Restated Verified Statement of the Ad Hoc Group of First Lien Term Lenders Pursuant to Rule 2019* [Docket No. 338], and as may be amended, supplemented, or otherwise modified from time to time.

3. “*Ad Hoc Group of Second Lien Lenders*” means the ad hoc group of certain holders of Second Lien Claims, as identified in the *Statement Pursuant to Federal Rule of Bankruptcy Procedure 2019* [Docket No. 139], and as may be amended, supplemented, or otherwise modified from time to time. The Ad Hoc Group of Second Lien Lenders holds, collectively, approximately 70% of the Second Lien Claims and, collectively, approximately 11.5% of the First Lien Claims.

4. “*Administrative Claim*” means a Claim for costs and expenses of administration of the Debtors’ Estates pursuant to sections 503(b) or 507(a)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Fee Claims; (c) amounts owing pursuant to the DIP Order; (d) all Allowed requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code; and (e) all obligations, including expense reimbursement obligations, set forth in the Commitment Letter.

5. “*Administrative Claims Bar Date*” means the first Business Day that is 45 days following the Effective Date, except as specifically set forth in the Plan or a Final Order.

6. “*Affiliate*” shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

7. “*Allowed*” means with respect to any Claim or Interest, except as otherwise provided herein: (a) a Claim or Interest that is evidenced by a Proof of Claim or Proof of Interest, as applicable, Filed by the applicable Claims Bar Date (or for which Claim or Interest under the Plan, the Bankruptcy Code, or a Final Order of the Court a Proof of Claim is or shall not be required to be Filed); (b) a Claim or Interest that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim or Proof of Interest, as applicable, has been timely Filed; or (c) a Claim or Interest Allowed pursuant to the Plan or a Final Order of the Court; *provided that* with respect to a Claim or Interest described in clauses (a) and (b) above, such Claim or Interest, as applicable, shall be considered Allowed only if and to the extent that with respect to such Claim or Interest no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Court, or such an objection is so interposed and the Claim or Interest, as applicable, shall have been Allowed for voting purposes only by a Final Order. Any Claim or Interest that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim or Proof of Interest is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Court.

8. “*Avoidance Actions*” means any and all actual or potential Claims and Causes of Action to avoid a transfer of property or an obligation incurred by the Debtors arising under chapter 5 of the Bankruptcy Code, including sections 544, 545, 547, 548, 549, 550, 551, and 553(b) of the Bankruptcy Code.

9. “*Backstop Fee*” means \$2,500,000 in principal amount of the New Second Lien Loan, to be paid to the Backstop Parties.

10. “*Backstop Rights Purchase Agreement*” means the Backstop Rights Purchase Agreement by and among the Debtors and the Backstop Parties (as amended, supplemented, or otherwise modified from time to time), a form of which is attached to the Disclosure Statement as Exhibit G.

11. “*Backstop Parties*” means Chase Lincoln First Commercial Corporation, Cerberus Series Four Holdings, LLC, and Credit Suisse Loan Funding LLC.

12. “*Bankruptcy Code*” means title 11 of the United States Code, as amended and in effect during the pendency of the Chapter 11 Cases.

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

14. “*Bowlmor*” means Strike Holdings, LLC.

15. “*Bowlmor AMF*” means the new, wholly-owned subsidiary of Parent created on the Effective Date pursuant to the Purchase Agreement.

16. “*Bowlmor AMF Board*” means the initial board of directors of Bowlmor AMF.

17. “*Bowlmor AMF Preferred Stock*” means preferred stock in Bowlmor AMF with a liquidation preference of \$2,500,000, subject to mandatory redemption in the amount of \$125,000 per quarter, bearing no dividends, and which will be allowed to vote only on matters affecting its liquidation preference, mandatory redemption or as otherwise required by law.

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

19. “*Cash*” means the legal tender of the United States of America or the equivalent thereof.

20. “*Causes of Action*” means any action, claim, cause of action, controversy, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law, or in equity or pursuant to any other theory of law. For the avoidance of doubt, “Cause of Action” includes: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress, and usury; and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state or foreign law fraudulent transfer or similar claim.

21. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Court and (b) when used with reference to all of the Debtors, the jointly administered chapter 11 cases pending for the Debtors in the Court.

22. “*CHS*” shall mean CHS Management IV LP.

23. “*CHS Claim*” shall mean the Claim by CHS.

24. “*Claim*” shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

25. “*Claims Bar Date*” means (a) with respect to Governmental Units holding Claims that arose prior to the Petition Date, May 13, 2013, at 5:00 p.m., prevailing Pacific Time, or such other date established by the Court by which Proofs of Claims must have been Filed, and (b) with respect to all other Claims arising prior to the Petition Date, February 11, 2013, at 5:00 p.m., prevailing Pacific Time, or such other date established by the Court by which Proofs of Claims must have been Filed, in each case as set forth in further detail in the Claims Bar Date Order.

26. “*Claims Bar Date Order*” means the *Order (I) Establishing Bar Dates for Filing Proofs of Claim, (II) Approving the Form and Manner for Filing Proofs of Claim, and (III) Approving Notice Thereof* [Docket No. 270].

27. “*Claims Objection Deadline*” means the deadline for objecting to a Claim, which shall be on the date that is the later of (a) 180 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by the Debtors or the Reorganized Debtors, as applicable, or by an order of the Court for objecting to such Claims.

28. “*Claims Register*” means the official register of Claims maintained by the Notice and Claims Agent.

29. “*Class*” means a category of holders of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

30. “*Cobalt*” means The Cobalt Group LLC, a member of Bowlmor and a company wholly-owned by Thomas Shannon.

31. “*Cobalt New Equity*” means a percentage of the New Equity in Bowlmor AMF determined by reference to the relative values of 20.6904% of the New Equity in Bowlmor AMF and the GBC Preferred Interest.

32. “*Commitment Letter*” means that certain second amended and restated Commitment Letter by and among Credit Suisse AG, Credit Suisse Securities (USA) LLC, Cerberus Series Four Holdings, LLC, and Bowlmor, dated May 3, 2013.

33. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code.

34. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

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

36. “*Confirmation Hearing*” means the hearing held by the Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code.

37. “*Confirmation Order*” means a Final Order of the Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance acceptable to the Plan Sponsors.

38. “*Consummation*” means the occurrence of the Effective Date.

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

40. “*Cure Claim*” means a monetary Claim based upon the Debtors’ defaults under any Executory Contract or Unexpired Lease at the time such contract or lease is assumed by the Debtors pursuant to section 365 of the Bankruptcy Code.

41. “*Cure Notice*” means a notice of a proposed amount to be paid on account of a Cure Claim in connection with an Executory Contract or Unexpired Lease to be assumed under the Plan pursuant to section 365 of the Bankruptcy Code, which notice shall include (a) procedures for objecting to proposed assumptions of Executory Contracts and Unexpired Leases, (b) Cure Claims to be paid in connection therewith and (c) procedures for resolution by the Bankruptcy Court of any related disputes.

42. “*Debtors*” means, collectively: AMF Bowling Worldwide, Inc.; 300, Inc.; American Recreation Centers, Inc.; AMF BCH LLC; AMF Beverage Company of Oregon, Inc.; AMF Bowling Centers Holdings Inc.; AMF Bowling Centers, Inc.; AMF Bowling Mexico Holding, Inc.; AMF Holdings, Inc.; AMF WBCH LLC; AMF Worldwide Bowling Centers Holdings Inc.; Boliches AMF, Inc.; Bush River Corporation; King Louie Lenexa, Inc.; Holdings; and Kingpin Intermediate Corp.

43. “*DIP Agent*” means Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent under the DIP Agreement, or any successor agent appointed in accordance with such agreement.

44. “*DIP Agreement*” means that certain senior secured \$50 million debtor-in-possession financing agreement, dated as of December 18, 2012, by and among each of the Debtors, the DIP Lenders, and the DIP Agent, as amended, supplemented, or otherwise modified from time to time.

45. “*DIP Facility Claims*” means those claims arising under the DIP Agreement, including the Letters of Credit (and including any accrued but unpaid interest and fees due and owing under the DIP Agreement as of the Effective Date pursuant to the terms of the DIP Agreement, the DIP Order, and/or any related documents).

46. “*DIP Lenders*” means one or more existing First Lien Lenders party to the DIP Agreement.

47. “*DIP Order*” means the *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364 and 507 (A) Authorizing the Debtors to Obtain Post-Petition Financing, (B) Authorizing the Use of Cash Collateral, (C) Granting Liens and Providing Superpriority Administrative Expense Status, (D) Granting Adequate Protection, (E) Modifying Automatic Stay, and (F) Granting Related Relief* [Docket No. 263], and as may be amended, modified, or supplemented by the Court from time to time.

48. “*Disallowed*” means, with respect to any Claim or Interest, a Claim or Interest or any portion thereof that (a) has been disallowed by a Final Order, (b) is Scheduled as zero or as contingent, disputed, or unliquidated and as to which no proof of claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or this Plan, (c) is not Scheduled and as to which no proof of claim or request for payment of an Administrative Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or this Plan, (d) has been withdrawn by agreement of the applicable Debtor and the holder thereof, or (e) has been withdrawn by the holder thereof.

49. “*Disclosure Statement*” means the *Second Disclosure Statement for the Second Modified Joint Plan of Reorganization of AMF Bowling Worldwide, Inc., and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, dated May 17, 2013, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law.

50. “*Disputed*” means a Claim or Interest that is not yet Allowed.

51. “*Disputed Claim Amount*” means (a) if a liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim: (i) the liquidated amount set forth in the Proof of Claim relating to the Disputed Claim; (ii) an amount agreed to by the Debtors or the Reorganized Debtors, as applicable, and the Holder of such Disputed Claim; or (iii) if a request for estimation is Filed by any party, the amount at which such Disputed Claim is estimated by the Court, (b) if no liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim: (i) an amount agreed to by the Debtors or the Reorganized Debtors, as applicable, and the Holder of such Disputed Claim; (ii) the amount estimated by the Court with respect to such Disputed Claim, (iii) the amount estimated in good faith by the Debtors or Reorganized Debtors, as applicable, with respect to the Disputed Claim, or (c) zero, if the Disputed Claim was listed on the Schedules as unliquidated, contingent or disputed and no Proof of Claim was Filed, or deemed to have been Filed, by the applicable Claims Bar Date and the Claim has not been resolved by written agreement of the parties or an order of the Court.

52. “*Distribution Record Date*” means the date for determining which Holders of Claims or Interests are eligible to receive distributions hereunder and shall be the Voting Deadline or such other date as designated in a Final Order of the Bankruptcy Court.

53. “*Effective Date*” means, with respect to the Plan, the date that is a Business Day selected by the Debtors and the Plan Sponsors on which: (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent specified in Article IX.B have been satisfied or waived (in accordance with Article IX.C); and (c) the Plan is declared effective. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

54. “*Employment Agreements*” mean the employment agreements to be included in the Plan Supplement for the officers of the Reorganized Debtors.

55. “*Entity*” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

56. “*Escrow Professionals*” means the Professionals, Stroock, Miller Buckfire, Kutak Rock, and K&S and the Plan Sponsor Professionals.

57. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

58. “*Exculpated Claim*” means any Claim related to any act or omission derived from, based upon, related to, or arising from the Debtors’ in or out-of-court restructuring efforts, the Chapter 11 Cases, the marketing process, formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan (including any term sheets related thereto), or any contract, instrument, release, or other agreement or document created or entered into in connection with the marketing process, the Disclosure Statement, the Plan, the filing of the Chapter 11 Cases, the pursuit of Consummation, and the administration and implementation of the Plan, including (a) the Restructuring Support Agreement, (b) the issuance of the New Equity, (c) the Rights Offering, (d) the execution, delivery, and performance of the Exit Facilities Documents, (e) the Restructuring Support Agreement, and (f) the distribution of property under the Plan or any other agreement; *provided, however*, the foregoing shall not be deemed to release, affect, or limit any of the rights and obligations of the Exculpated Parties from, or exculpate the Exculpated Parties with respect to, any of the Exculpated Parties’ obligations or covenants arising under the Confirmation Order, the Plan, the Plan Supplement, the Exit Facilities Documents, and any contracts, instruments, releases, and other agreements or documents delivered in connection with, or contemplated by, the foregoing.

59. “*Exculpated Parties*” means each of the following in their capacity as such: (a) the First Lien Agent; (b) the Second Lien Agent; (c) the DIP Agent; (d) the DIP Lenders; (e) holders of First Lien Claims; (f) holders of Second Lien Claims, (g) iStar; (h) the Committee; (i) all other holders of Claims and Interests, subject to any reservations on Claims and/or Causes of Action to the extent set forth in the Plan or the Plan Supplement; (j) the agent under the New Senior Credit Facility; (k) the agent under the New Second Lien Facility; (l) the lenders party to the New Senior Credit Facility; (m) the lenders party to the New Second Lien Facility; (n) Bowlmor; (o) the Backstop Parties; (p) the New Shannon LLC and the New Parker LLC; and (q) with respect to the Debtors, the Reorganized Debtors, and each of the foregoing entities in clauses (a) through (p), such Person’s current and former equity holders, including shareholders, partnership interest holders, and limited liability company unit holders, Affiliates, partners, subsidiaries, members, officers, directors, managers serving on a board of managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, together with their respective predecessors, successors, and assigns (in each case in their capacity as such).

60. “*Executory Contract*” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

61. “*Existing Benefits Agreements*” means the employment, severance, retirement, indemnification, and other similar or related agreements or arrangements in existence as of the Petition Date.

62. “*Exit Facilities*” means the New Senior Credit Facility and the New Second Lien Facility.

63. “*Exit Facilities Documents*” means the New Senior Credit Facility Documents, the New Second Lien Facility Documents, and any intercreditor agreement between the lenders under the Exit Facilities.

64. “*Exit Fees*” mean the fees set forth in the Commitment Letter and the Fee Letter.

65. “*Federal Judgment Rate*” means the federal judgment rate in effect as of the Petition Date, compounded annually.

66. “*Fee Claim*” means a Claim for Accrued Professional Compensation; *provided* that, any Fee Claim for fees and expenses incurred by Stroock, Miller Buckfire, Kutak Rock, K&S, and the Plan Sponsor Professionals shall be Allowed without the Filing by such professionals of any final request for payment.

67. “*Fee Letter*” means that certain amended and restated fee letter by and among Credit Suisse AG, Credit Suisse Securities (USA) LLC, Cerberus Series Four Holdings, LLC, and Bowlmor, dated as of April 19, 2013.

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

69. “*Final Order*” means an order or judgment of the Court (or any other court of competent jurisdiction) entered by the Clerk of the Court (or any other court) on the docket in the Chapter 11 Cases (or the docket of such other court), which has not been reversed, stayed, modified, amended, or vacated, and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, stay, reargument, or rehearing shall be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment of the Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with rule 8002 of the Bankruptcy Rules; *provided that* the possibility that a motion under rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, shall not cause an order not to be a Final Order.

70. “*First Day Declaration*” means the *Declaration of Stephen D. Satterwhite, Chief Financial Officer and Chief Operating Officer of AMF Bowling Worldwide, Inc., in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings*.

71. “*First Lien Agent*” means Credit Suisse AG, Cayman Islands Branch, in its capacity as Agent under the First Lien Credit Agreement and the other First Lien Loan Documents.

72. “*First Lien Claims*” means all Claims against the Debtors arising under the First Lien Loan Documents.

73. “*First Lien Credit Agreement*” means that certain Loan Agreement, dated as of June 12, 2007, and as amended by that certain Amendment No. 1, dated as of May 8, 2009, and as further amended by that certain Amendment No. 2, dated as of May 3, 2012, by and between each of the Company and Intermediate, the First Lien Agent, and the First Lien Lenders.

74. “*First Lien Lenders*” means, collectively, the lenders from time to time party to the First Lien Credit Agreement.

75. “*First Lien Loan Documents*” means the First Lien Credit Agreement and the other Finance Documents (as defined in the First Lien Credit Agreement), and any other document related to or evidencing the loans and obligations thereunder.

76. “*GBC*” means Goode Bowling Corp., a member of Bowlmor and a wholly-owned subsidiary of GBC Holdings.

77. “*GBC Holdings*” means GBC Strike Holdings LLC, the sole stockholder of GBC.

78. “*GBC New Equity*” means a percentage of the New Equity in Bowlmor AMF determined by reference to the relative values of 22.47% of the New Equity in Bowlmor AMF and the GBC Preferred Interest.

79. “*GBC Note*” means an unsecured note in the principal amount of \$2,500,000 to be paid at the rate of \$125,000 per quarter, with no stated interest, to be issued by Bowlmor AMF to GBC Holdings.

80. “*GBC Preferred Interest*” means, collectively, a preferred equity interest in the New Shannon LLC with a distribution preference in an amount to be determined by mutual agreement of GBC Holdings and the New Shannon LLC and a preferred equity interest in the New Parker LLC with a distribution preference in an amount to be determined by mutual agreement of GBC Holdings and the New Parker LLC, both such preferred

equity interests to be received by GBC Holdings in accordance with the terms of the Plan and the Purchase Agreement.

81. “*General Unsecured Claim*” means any Claim against any Debtor that is not: (a) an Administrative Claim; (b) a Priority Tax Claim; (c) a Priority Non-Tax Claim; (d) an Other Secured Claim; (e) a DIP Facility Claim; (f) a First Lien Claim; (g) a Second Lien Claim; (h) an Intercompany Claim; or (i) a Section 510(b) Claim.

82. “*General Unsecured Claims Distribution Escrow Account*” means the account that shall be established pursuant to Article VI.B and funded in the amount of \$2.35 million, disbursements from which shall be payable to Holders of Allowed General Unsecured Claims in Class 5 in accordance with Article III.B.5 and Article VII.

83. “*Governmental Unit*” shall have the meaning set forth in section 101(27) of the Bankruptcy Code.

84. “*Holdings*” means Kingpin Intermediate Corp.

85. “*Impaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Unimpaired.

86. “*Indemnification Provision*” means each of the Debtors’ indemnification provisions currently in place (whether in the by-laws, certificates of incorporation, board resolutions, indemnification agreements, or employment contracts) for the current directors, officers, and employees of the Debtors.

87. “*Intercompany Claim*” means any Claim held by one Debtor against another Debtor.

88. “*Intercompany Interest*” means an Interest in one Debtor held by another Debtor.

89. “*Intercreditor Agreement*” means that certain Intercreditor Agreement, dated as of June 21, 2007, by and among Credit Suisse, Cayman Islands Branch, as First Lien Collateral Agent, Gleacher Products Corporation (as successor by assignment to Credit Suisse, Cayman Islands Branch), as Second Lien Collateral Agent, Credit Suisse, Cayman Islands Branch, as Control Agent, Kingpin Intermediate Corp., AMF Bowling Worldwide, Inc., and the other loan parties from time to time party thereto, governing, among other things, the respective rights, remedies, and priorities of Claims and Liens held by such parties, or any similar or related agreement (and as the same may have been modified, amended, or restated).

90. “*Interests*” means the common stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor and options, warrants, rights, or other securities or agreements to acquire the common stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor (whether or not arising under or in connection with any employment agreement), including any claim against the Debtors subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to any of the foregoing.

91. “*Interim Compensation Order*” means the *Order Establishing Interim Compensation Procedures* [Docket No. 250], as the same may be modified by a Court order approving the retention of a specific Professional or otherwise.

92. “*iStar*” means iStar I and iStar II.

93. “*iStar I*” means iStar Bowling Centers I LP.

94. “*iStar II*” means iStar Bowling Centers II LP.

95. “*iStar Master Lease Agreements*” means (i) Lease I Agreement, dated as of February 27, 2004, by and between iStar I, as lessor, and AMF Bowling Centers, Inc., as lessee, and (ii) Lease II Agreement, dated as of

February 27, 2004, by and between iStar I, as lessor, and AMF Bowling Centers, Inc., as lessee, in each case, as amended in accordance with the Purchase Agreement.

96. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.
97. “*KEIP Obligations*” means the obligations arising pursuant to the *Order Approving Debtors’ Key Employee Incentive Plan and Granting Related Relief* [Docket No. 437].
98. “*Kutak Rock*” means Kutak Rock LLP, local counsel to the Ad Hoc Group of First Lien Lenders, and certain of the DIP Lenders.
99. “*K&S*” means King & Spalding LLP, counsel to the First Lien Agent and the DIP Agent.
100. “*Letters of Credit*” means those letters of credit issued pursuant to the DIP Agreement and the DIP Order.
101. “*Lien*” shall have the meaning set forth in section 101(37) of the Bankruptcy Code.
102. “*Management Incentive Plan*” means that certain post-Effective Date management incentive plan (reasonably acceptable to the Plan Sponsors), the terms of which shall be set forth in the Plan Supplement.
103. “*Miller Buckfire*” means Miller Buckfire & Co., LLC, financial advisor to the Ad Hoc Group of First Lien Lenders, and certain of the DIP Lenders.
104. “*New Boards*” mean, collectively, the Bowlmor AMF Board and the New Subsidiary Boards.
105. “*New Equity*” means, when used in reference to Bowlmor AMF, the common equity in Bowlmor AMF and, when used in reference to any one or more of the Reorganized Debtors, the common equity in such Reorganized Debtor, in each case issued pursuant to the Plan and the Purchase Agreement and the terms of which shall be governed by the applicable New Organizational Documents.
106. “*New Intercreditor Agreement*” means the intercreditor agreement to be entered into between the lenders to the New Senior Credit Facility and the lenders to the New Second Lien Facility.
107. “*New Organizational Documents*” means the form of the certificates or articles of incorporation, bylaws, or such other applicable formation documents of each of Bowlmor AMF and the Reorganized Debtors (reasonably acceptable to the Plan Sponsors), which forms shall be included in the Plan Supplement.
108. “*New Parker LLC*” means a new limited liability company formed by Brett Parker in accordance with the terms of the Plan and the Purchase Agreement.
109. “*New Senior Credit Facility*” means, collectively, a first lien term loan facility in the amount of \$230 million and first lien revolving credit facility in the principal amount of \$30 million.
110. “*New Second Lien Facility Documents*” means, in connection with the New Second Lien Facility, those certain loan agreements, including, intercreditor agreements, to the extent necessary and applicable, dated as of the Effective Date, governing the New Second Lien Facility.
111. “*New Second Lien Loan*” means the loan to be made to Bowlmor AMF under the New Second Lien Facility.
112. “*New Senior Credit Facility Documents*” means, in connection with the New Senior Credit Facility, those certain loan agreements, including, intercreditor agreements, to the extent necessary and applicable, dated as of the Effective Date, governing the New Senior Credit Facility.

113. “*New Second Lien Facility*” means a term loan in the principal amount of \$55.0 million, of which \$50 million will be raised in the Rights Offering, \$2.5 million of which will be paid as a fee to the Backstop Parties, and \$2.5 million will be issued to GBC Holdings on account of its equity in Bowlmor.

114. “*New Shannon LLC*” means a new limited liability company formed by Thomas Shannon in accordance with the terms of the Plan and the Purchase Agreement.

115. “*New Subsidiary Board*” means the initial boards of directors of the Reorganized Debtors.

116. “*Notice and Claims Agent*” means Kurtzman Carson Consultants LLC.

117. “*Ordinary Course Professionals*” shall mean the various attorneys, accountants, auditors, and other professionals the Debtors employ in the ordinary course of their business and were retained by the Debtors pursuant to the procedures set forth in *Debtors’ Motion for Entry of an Order Authorizing the Retention and Compensation of Professionals Utilized in the Ordinary Course of Business* [Docket No. 120].

118. “*Ordinary Course Professionals Order*” shall mean the *Order Authorizing the Retention and Compensation of Professionals Utilized in the Ordinary Course of Business* [Docket No. 251].

119. “*Other Secured Claim*” means any Secured Claim against any Debtor that is not: (a) a First Lien Claim, or (b) a Second Lien Claim.

120. “*Parent*” means Kingpin Holdings, LLC.

121. “*Parent-Bowlmor AMF Merger*” means the merger of Parent into Bowlmor AMF, with Bowlmor AMF being the surviving entity.

122. “*Person*” shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

123. “*Petition Date*” means November 12, 2012, the date on which the Debtors’ Chapter 11 Cases commenced.

124. “*Plan Sponsors*” means, collectively, Bowlmor and the Ad Hoc Group of Second Lien Lenders.

125. “*Plan Sponsor Professionals*” means, collectively, O’Melveny & Myers LLP, Fulbright & Jaworski LLP, Proskauer Rose LLP, Tavenner & Beran, PLC, and FTI Consulting, Inc.

126. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan (reasonably acceptable to the Plan Sponsors and as amended, supplemented, or modified from time to time in accordance with the terms hereof and the Bankruptcy Code and the Bankruptcy Rules), to be Filed seven (7) days before the Voting Deadline, and additional documents or amendments to previously Filed documents, Filed before the Confirmation Date as amendments to the Plan Supplement, including the following, as applicable: (a) New Organizational Documents; (b) the New Senior Credit Facility Documents; (c) the New Second Lien Facility Documents; (d) Schedule of Rejected Executory Contracts and Unexpired Leases; (e) a list of retained Causes of Action; (f) the Management Incentive Plan; (g) a document listing the members of the New Boards; (h) the Employment Agreements; (i) the Stockholders Agreement; and (j) the New Intercreditor Agreement. Except as otherwise set forth herein, the Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement through the Effective Date.

127. “*Post-Confirmation Committee*” means the two-member committee appointed pursuant to Article IV.Q.

128. “*Priority Claims*” means Priority Tax Claims and Priority Non-Tax Claims.

129. “*Priority Non-Tax Claim*” means any allowed Claim against any Debtor entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) an Administrative Claim; or (b) a Priority Tax Claim, to the extent such claim has not already been paid during the Chapter 11 Cases.

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

131. “*Pro Rata*” means the proportion that an Allowed Claim or Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that respective Class, or the proportion that Allowed Claims or Allowed Interests in a particular Class bear to the aggregate amount of Allowed Claims or Allowed Interests in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim or Allowed interests under the Plan.

132. “*Professional*” means an Entity: (a) employed pursuant to a Court order in accordance with sections 327 or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Court pursuant to section 503(b)(4) of the Bankruptcy Code.

133. “*Professional Fee Account*” means an interest-bearing account to hold and maintain an amount of Cash equal to the Professional Fee Amount funded by the Debtors or the Reorganized Debtors as soon as reasonably practicable after the Confirmation Date and no later than two (2) Business Day after the Effective Date solely for the purpose of paying all remaining Allowed and unpaid Fee Claims. Such Cash shall remain subject to the jurisdiction of the Court.

134. “*Professional Fee Amount*” means the aggregate unpaid Fee Claims through the Effective Date as estimated in accordance with Article II.B.

135. “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

136. “*Proof of Interest*” means a proof of Interest Filed in any of the Debtors in the Chapter 11 Cases.

137. “*Purchase Agreement*” means the Purchase Agreement, dated and executed on May 17, 2013, by and among the Debtors, Cerberus Series Four Holdings, LLC, Credit Suisse Loan Funding, LLC, Bowlmor, The Cobalt Group LLC, Thomas Shannon, Selous Capital LLC, Brett Parker, and GBC Holdings (as amended, supplemented, or otherwise modified from time to time), a form of which is attached to the Disclosure Statement as Exhibit F.

138. “*Reinstated*” or “*Reinstatement*” means, with respect to Claims and Interests, the treatment provided for in section 1124 of the Bankruptcy Code.

139. “*Released Party*” means each of the following in their capacity as such: (a) the First Lien Agent; (b) the Second Lien Agent; (c) the DIP Agent; (d) the DIP Lenders; (e) holders of First Lien Claims; (f) holders of Second Lien Claims, (g) iStar; (h) the Committee; (i) all other holders of Claims and Interests (to the extent related to such Claims and Interests against the Debtors, including holders of Interests in Holdings), subject to any reservations on Claims and/or Causes of Action to the extent set forth in the Plan or the Plan Supplement; (j) the agent under the New Senior Credit Facility; (k) the agent under the New Second Lien Facility; (l) the lenders party to the New Second Lien Facility Documents; (m) the lenders party to the New Senior Credit Facility; (n) Bowlmor; (o) the Backstop Parties; (p) the New Shannon LLC and the New Parker LLC; and (q) with respect to the Debtors, the Reorganized Debtors, and each of the foregoing entities in clauses (a) through (q), such Person’s current and former equity holders, including shareholders, partnership interest holders, and limited liability company unit holders, Affiliates, partners, subsidiaries, members, officers, directors, managers serving on a board of managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, together with their respective predecessors, successors, and assigns (in each case in their capacity as such).

140. “*Reorganized Debtors*” means, with respect to any Debtor, such Debtor on and after the Effective Date, including Reorganized Holdings.

141. “*Reorganized Holdings*” means Holdings on and after the Effective Date.

142. “*Restructuring Support Agreement*” means the Restructuring Support Agreement, dated November 12, 2012, as amended, supplemented, or otherwise modified from time to time, a copy of which is attached as Exhibit B to the First Day Declaration.

143. “*Rights*” means the rights distributed to Rights Offering Participants to purchase Rights Offering Units at the Rights Exercise Price, pursuant to the Rights Offering Procedures.

144. “*Rights Exercise Price*” means the purchase price per Rights Offering Unit in connection with the Rights Offering, equal to \$1,000.

145. “*Rights Offering*” means that certain offering of Rights to the Rights Offering Participants to (i) receive 57.53% of the New Equity outstanding on the Effective Date, which New Equity shall not dilute the New Equity received by GBC Holdings, Cobalt and Selous in accordance herewith, and (ii) purchase interests in the New Second Lien Loan in the aggregate amount of \$50,000,000, to be conducted in accordance with the Rights Offering Procedures.

146. “*Rights Offering Documents*” means, collectively, all related agreements, documents, or instruments in connection with the Rights Offering and the Backstop Rights Purchase Agreement, the forms of which shall be included in the Plan Supplement and the Disclosure Statement, respectively.

147. “*Rights Offering Participants*” means accredited investors or qualified institutional buyers (as such terms are respectively defined in Rules 501 and 144A promulgated under the Securities Act) as of the Voting Record Date that are holders of Second Lien Claims.

148. “*Rights Offering Procedures*” means the procedures governing the Rights Offering, which are included as Exhibit 10 to the order approving the Disclosure Statement.

149. “*Rights Offering Unit*” means, collectively, (a) \$1,000 in principal amount of the New Second Lien Loan and (b) 0.0011506% of the New Equity offered for sale in connection with the Rights Offering.

150. “*Schedule of Rejected Executory Contracts and Unexpired Leases*” means the schedule (including any amendments or modifications thereto) of certain Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to the Plan, as set forth in the Plan Supplement, as amended from time to time prior to the Confirmation Date.

151. “*Schedules*” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified, or supplemented from time to time.

152. “*Second Lien Agent*” means Gleacher Products Corp., together with any successors or assigns.

153. “*Second Lien Claims*” means all Claims against the Debtors arising under the Second Lien Loan Documents.

154. “*Second Lien Credit Agreement*” means that certain Credit Agreement, dated as of June 12, 2007, as the same may have been amended from time to time, by and between Intermediate and the Company, the Second Lien Agent, and the Second Lien Lenders.

155. “*Second Lien Lenders*” means, collectively, the lenders from time to time party to the Second Lien Credit Agreement.

156. “*Second Lien Loan Documents*” means the Second Lien Credit Agreement and the other Finance Documents (as defined in the Second Lien Credit Agreement), and any other document related to or evidencing the loans and obligations thereunder.

157. “*Section 510(b) Claims*” means any Claims arising from (a) rescission of a purchase or sale of a security of the Debtors or an Affiliate of the Debtors, (b) purchase or sale of such a security or (c) reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

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

159. “*Secured Tax Claims*” means any Secured Claim against any Debtor that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

160. “*Security*” shall have the meaning set forth in section 101(49) of the Bankruptcy Code.

161. “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as amended, or any similar federal, state or local law.

162. “*Securities Exchange Act*” means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a–78nn, as amended.

163. “*Selous*” means Selous Capital LLC, a member of Bowlmor and a company wholly-owned by Brett Parker.

164. “*Selous New Equity*” means a percentage of the New Equity in Bowlmor AMF determined by reference to the relative value of 1.7796% of the New Equity of Bowlmor AMF and the GBC Preferred Interest.

165. “*Stockholders Agreement*” means a stockholders agreement for holders of New Equity of Bowlmor AMF, substantially in the form to be included in the Plan Supplement.

166. “*Stroock*” means Stroock & Stroock & Lavan LLP, counsel to the Ad Hoc Group of First Lien Lenders, and certain of the DIP Lenders.

167. “*U.S. Trustee*” means the Office of the United States Trustee for the Eastern District of Virginia.

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

169. “*Unexpired Lease*” means a lease of nonresidential real property to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

170. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Claim or an Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code, including through payment in full in cash.

171. “*Voting Deadline*” means June 20, 2013 at 4:00 p.m., prevailing Pacific Time.

B. Rules of Interpretation

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

C. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated herein, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate or limited liability company governance matters; *provided that* corporate or limited liability company governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated or formed (as applicable) in New York shall be governed by the laws of the state of incorporation or formation (as applicable) of the applicable Debtor or Reorganized Debtor.

E. Reference to Monetary Figures

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

F. Reference to the Debtors or the Reorganized Debtors

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

G. Controlling Document

In the event of an inconsistency between the Plan and the Disclosure Statement or the Plan and the Purchase Agreement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document). In the event of an inconsistency between the Confirmation Order and the Plan, the Confirmation Order shall control.

**ARTICLE II.
DIP FACILITY CLAIMS, ADMINISTRATIVE CLAIMS, AND PRIORITY CLAIMS**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

A. Administrative Claims.

Except with respect to Administrative Claims that are Fee Claims and except to the extent that an Administrative Claim has already been paid during the Chapter 11 Cases or a holder of an Allowed Administrative Claim and the applicable Debtor(s) agree to less favorable treatment with respect to such holder, each holder of an Allowed Administrative Claim shall be paid in full in Cash on the unpaid portion of its Allowed Administrative Claim on the latest of: (a) on or as soon as reasonably practicable after the Effective Date if such Administrative Claim is Allowed as of the Effective Date; (b) on or as soon as reasonably practicable after the date such Administrative Claim is Allowed; and (c) the date such Allowed Administrative Claim becomes due and payable, or as soon thereafter as is practicable; *provided, however*, that Allowed Administrative Claims that arise in the ordinary course of the Debtors' businesses shall be paid in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with respect to an Administrative Claim previously Allowed by Final Order. For purposes of this Plan, all Administrative Claims arising or granted under the DIP Order shall be deemed Allowed by Final Order.

Except as otherwise provided in this Article II.A and except with respect to Administrative Claims that are Fee Claims, requests for payment of Allowed Administrative Claims must be Filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Claims Bar Date. Holders of Allowed Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests, if any, must be Filed and served on the Reorganized Debtors and the requesting party no later than 60 days after the Effective Date.

B. Professional Compensation

1. Professional Fee Account.

In accordance with this Article II.B, as soon as reasonably practicable after the Confirmation Date and no later than two (2) Business Day after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall establish the Professional Fee Account. The Debtors or Reorganized Debtors, as applicable, shall fund the Professional Fee Account with Cash in the amount of the aggregate Professional Fee Amount (which amount, for clarity, shall include only unpaid and outstanding Fee Claims) for all Escrow Professionals. The Professional Fee Account shall be maintained in trust for the Escrow Professionals. Such funds shall not be considered property of the Debtors' Estates except as otherwise provided in Article II.B.2.

To receive payment for unbilled fees and expenses incurred through the Effective Date, the Escrow Professionals shall provide a good faith estimate of their Fee Claims before and as of the Effective Date and shall

deliver such estimate to the Debtors and the Plan Sponsors no later than two (2) business days before the intended Effective Date. If an Escrow Professional does not provide an estimate, the Debtors and the Plan Sponsors may estimate the unbilled fees and expenses of such Escrow Professional and such estimate will be used to establish the Professional Fee Amount attributable to that Escrow Professional. The total amount so estimated shall be the Professional Fee Amount.

2. Final Fee Applications and Payment of Fee Claims.

All final requests for payment of Fee Claims (other than Fee Claims of Stroock, Miller Buckfire, Kutak Rock, K&S, and the Plan Sponsor Professionals, all of which shall be paid without the need for Filing of any final request for payment) shall be Filed no later than forty-five (45) days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Court orders, the Allowed amounts of such Fee Claims (other than the Fee Claims of Stroock, Miller Buckfire, Kutak Rock, K&S, and the Plan Sponsor Professionals) shall be determined by the Court. The amount of Fee Claims owing to (a) in the case of Fee Claims for Professionals, shall be paid in Cash to such Professionals from funds held in the Professional Fee Account when such Fee Claims are Allowed by a Final Order, and (b) in the case of Fee Claims of Stroock, Miller Buckfire, Kutak Rock, K&S, and the Plan Sponsor Professionals, on or prior to the Effective Date, but in no event more than 120 days from the Confirmation Date. To the extent that funds held in the Professional Fee Account are unable to satisfy the amount of Fee Claims owing to the Professionals, any Estate Professional whose estimate was higher than or equal to the Allowed amount of its Fee Claims and who satisfies the standards set forth in Section II.B.1 shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II. After all Allowed Fee Claims have been paid in full to the extent required by Section II.B.2, any excess amounts in the Professional Fee Account shall be returned to or transferred to the Reorganized Debtors.

3. Post-Confirmation Date Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors or the Reorganized Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Court, pay in Cash the reasonable legal, professional, or other fees and expenses related to implementation and Consummation of the Plan incurred by the Reorganized Debtors.

Upon the Confirmation Date, any requirement that Professionals and Ordinary Course Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code, the Interim Compensation Order, or the Ordinary Course Professionals Order, in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors or the Reorganized Debtors may employ and pay any Professional or Ordinary Course Professional in the ordinary course of business without any further notice to or action, order, or approval of the Court; *provided, however*, that monthly invoices shall be provided to the Reorganized Debtors.

C. *DIP Facility Claims*

Except to the extent that a holder of an Allowed DIP Facility Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed DIP Facility Claim, each such holder shall receive payment in full, in Cash, on the Effective Date or as soon as reasonably practicable after the Effective Date. All Letters of Credit (to the extent not terminated on or prior to the Effective Date) will be replaced by letters of credit issued pursuant to the Exit Revolver.

D. *Priority Tax Claims*

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. In the event an Allowed Priority Tax Claim also is Secured, such Claim shall, to the extent it is Allowed, be treated as an Other Secured Claim if such Claim is not otherwise paid in full.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. Summary of Classification

Claims and Interests, except for Fee Claims, Administrative Claims, DIP Facility Claims, and Priority Tax Claims, are classified in the Classes set forth in this Article III. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class.

The Plan constitutes a separate chapter 11 plan of reorganization for each Debtor and, the classifications set forth in Classes 1 through 8 shall be deemed to apply to each Debtor, except for Class 9, which only applies to Parent.

1. Substantive Consolidation of the Debtor Estates.

Pursuant to Article IV.A hereof, the Plan provides for the substantive consolidation of the Estates into a single Estate for all purposes associated with Confirmation and Consummation. As a result of the substantive consolidation of the Estates, each Class of Claims and Interests will be treated as against a single consolidated Estate without regard to the separate identification of the Debtors.

2. Class Identification

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as follows:

<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	First Lien Claims	Unimpaired	Deemed to Accept
4	Second Lien Claims	Impaired	Entitled to Vote
5	General Unsecured Claims	Impaired	Entitled to Vote
6	Section 510(b) Claims	Impaired	Deemed to Reject
7	Intercompany Claims	Impaired	Deemed to Reject
8	Intercompany Interests	Impaired	Deemed to Reject
9	Interests in Parent	Impaired	Entitled to Vote

B. Treatment of Claims and Interests

1. Class 1 – Priority Non-Tax Claims

- (a) *Classification:* Class 1 consists of Priority Non-Tax Claims.
- (b) *Treatment:* Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Non-Tax Claim, each such holder shall be paid, to the extent such claim has not already been paid during the Chapter 11 Cases, in full in Cash in the ordinary course of business by the Debtors or the Reorganized Debtors, as applicable, on or as soon as reasonably practicable after (i) the Effective Date or as soon thereafter as reasonably practicable, (ii) the date on which such Priority Non-Tax Claim against the Debtors becomes Allowed or (iii) such other date as may be ordered by the Court.

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

2. Class 2 – Other Secured Claims

- (a) *Classification:* Class 2 consists of Other Secured Claims.
- (b) *Treatment:* On the Effective Date, except to the extent that a holder of an Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each holder of an Allowed Other Secured Claim shall receive, at the option of the Plan Sponsors: (i) payment in full in Cash, including the payment of interest allowable under section 506(b) of the Bankruptcy Code and/or section 511 of the Bankruptcy Code, if any; (ii) reinstatement pursuant to Section 1124 of the Bankruptcy Code; (iii) the collateral securing any such Allowed Other Secured Claim, or (iv) such other consideration so as to render such Allowed Other Secured Claim Unimpaired.

In the event an Allowed Other Secured Claim may also be classified as a Priority Tax Claim, such Claim shall (i) be paid in full in Cash, including the payment of interest under section 506(b) of the Bankruptcy Code and/or section 511 of the Bankruptcy Code, if any, or (ii) retain any lien until such Claim is paid in full (it being understood that such Other Secured Claim may be paid in the ordinary course as and when it comes due, rather than on the Effective Date).

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

3. Class 3 - First Lien Claims

- (a) *Classification:* Class 3 consists of all First Lien Claims
- (b) *Allowance:* First Lien Claims are deemed Allowed in the aggregate amount of approximately \$213,761,015.74, plus any accrued and unpaid interest and fees as of the Effective Date, including payment on account of any accrued but unpaid interest and/or accrued but unpaid fees arising from the letters of credit issued pursuant to the First Lien Credit Agreement.
- (c) *Treatment:* On the Effective Date, except to the extent that a holder of a First Lien Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed First Lien Claim, Reinstatement, pursuant to Bankruptcy Code §1124(2), of the First Lien Claims and payment in full in Cash, including accrued and unpaid interest at the non-default rate set forth in the First Lien Credit Agreement, immediately following Reinstatement of the First Lien Claims.
- (d) *Voting:* Class 3 is Unimpaired under the Plan. Holders of Claims in Class 3 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Class 3 First Lien Claims are not entitled to vote to accept or reject the Plan..

4. Class 4 - Second Lien Claims

- (a) *Classification:* Class 4 consists of all Second Lien Claims.
- (b) *Allowance:* The Second Lien Claims shall be Allowed in an aggregate amount equal to \$80.0 million, plus accrued but unpaid interest as of the Petition Date.
- (c) *Treatment:* On the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a holder of a Second Lien Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Second Lien Claim (including deficiency claims), each holder of a Second Lien Claim shall receive its Pro Rata share of: (i) 20.0% of the New Equity of Bowlmor AMF, (ii) the Rights to purchase all of the Rights Offering Units, and (iii) 100% of the New Equity of the Reorganized Debtors other than Bowlmor AMF, which shall be deemed automatically and immediately contributed to each such Reorganized Debtor's current parent company.
- (d) *Voting:* Class 4 is Impaired under the Plan. Therefore, holders of Class 4 Second Lien Claims are entitled to vote to accept or reject the Plan.

5. Class 5 - General Unsecured Claims

- (a) *Classification:* Class 5 consists of all General Unsecured Claims.
- (b) *Treatment:* On the Effective Date or as soon as reasonably practicable thereafter, except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each holder of a General Unsecured Claim shall receive a Pro Rata distribution on account of its Allowed General Unsecured Claim pursuant to Section VI.A hereof, payable from the General Unsecured Claims Distribution Escrow Account. The Allowed General Unsecured Claims will not include (i) any deficiency claims of the Second Lien Lenders, which the Second Lien Lenders have agreed to waive upon the occurrence of the Effective Date or (ii) the CHS Claim, which will be released and expunged as of the Effective Date.
- (c) *Voting:* Class 5 is Impaired under the Plan. Therefore, holders of Class 5 General Unsecured Claims are entitled to vote to accept or reject the Plan.

6. Class 6 - Section 510(b) Claims

- (a) *Classification:* Class 6 consists of all Section 510(b) Claims.
- (b) *Treatment:* On the Effective Date, each Section 510(b) Claim shall be cancelled without any distribution and such holders of Section 510(b) Claims will receive no recovery.
- (c) *Voting:* Class 6 is Impaired under the Plan. Holders of Claims in Class 5 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

7. Class 7 - Intercompany Claims

- (a) *Classification:* Class 7 consists of all Intercompany Claims.
- (b) *Treatment:* Intercompany Claims may be Reinstated as of the Effective Date or, at the Debtors' or the Reorganized Debtors' option, be cancelled, and no distribution shall be made on account of such Claims.
- (c) *Voting:* Class 7 is Impaired under the Plan. Holders of Claims in Class 7 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

8. Class 8 - Intercompany Interests

- (a) *Classification:* Class 8 consists of all Intercompany Interests.
- (b) *Treatment:* Holders of Intercompany Interests in each of the Debtors shall not receive or retain any property on account of such Intercompany Interests.
- (c) *Voting:* Class 8 is Impaired under the Plan. Holders of Interests in Class 8 are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

9. Class 9 - Interests in Parent

- (a) *Classification:* Class 9 consists of all Interests in Parent.
- (b) *Treatment:* On the Effective Date or as soon thereafter as reasonably practicable, except to the extent that a holder of an Interest in Parent agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Interest in Parent, each holder of an Interest in Parent shall receive a Pro Rata share of 0.00000001% of the New Equity of Bowlmor AMF.
- (c) *Voting:* Class 9 is Impaired under the Plan. Therefore, holders of Interests in Class 9 are entitled to vote to accept or reject the Plan.

C. *Special Provision Governing Unimpaired Claims*

Nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupment against any such Unimpaired Claims.

D. *Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise, including, without limitation, the Intercreditor Agreement. Pursuant to section 510 of the Bankruptcy Code, the Reorganized Debtors reserve the right to direct the Debtors to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

**ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. Substantive Consolidation.

The Plan shall serve as a motion by the Debtors seeking entry of a Bankruptcy Court order substantively consolidating all of the Estates into a single consolidated Estate for all purposes associated with Confirmation and Consummation.

If substantive consolidation of all of the Estates is ordered, then all assets and liabilities of the Debtors shall be treated for purposes of the Plan as though they were merged into the Estate of AMF Bowling Worldwide, Inc. and for purposes of determining Allowed Claims and the distributions to be made under the Plan guarantees by any Debtor of the obligations of any other Debtor shall be eliminated so that any Claim and any guarantee thereof by any other Debtor, as well as any joint and several liability of any Debtor with respect to any other Debtor shall be treated as one collective obligation of the Debtors.

Substantive consolidation is purely for purposes of the Plan and shall not affect the legal and organizational structure of the Reorganized Debtors' Entities or their separate corporate existences or any prepetition or postpetition guarantees, Liens, or security interests that are required to be maintained under the Bankruptcy Code, under the Plan, any contract, instrument, or other agreement or document pursuant to the Plan, or, in connection with contracts or leases that were assumed or entered into during the Chapter 11 Cases.

Any alleged defaults under any applicable agreement with the Debtors, the Reorganized Debtors, or their Affiliates arising from substantive consolidation under the Plan shall be deemed cured as of the Effective Date.

Notwithstanding the substantive consolidation provided for herein, nothing shall affect the obligation of each and every Debtor to pay Quarterly Fees to the Office of the United States Trustee pursuant to 28 U.S.C. § 1930 until such time as a particular case is closed, dismissed, or converted.

B. Restructuring Transactions

On the Effective Date, or as soon as reasonably practicable thereafter, the Reorganized Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (1) the execution and delivery of the Purchase Agreement, the Backstop Rights Purchase Agreement and other appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (4) the execution and delivery of the Exit Facilities Documents; and (5) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

C. Sources of Consideration for Plan Distributions

The Reorganized Debtors shall fund distributions under the Plan as follows:

1. Issuance and Distribution of New Equity

The issuance of the New Equity shall be authorized without the need for any further corporate action and without any further action by the holders of Claims or Interests.

All of the shares of New Equity issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of the New Equity under the Plan shall be governed by the terms and conditions set forth in the Plan and the Purchase Agreement applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

2. Exit Facilities

On the Effective Date the Reorganized Debtors shall enter into the Exit Facilities. Confirmation shall be deemed approval of the Exit Facilities, to the extent not approved by the Court previously, (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors in connection therewith) and the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to obtain the Exit Facilities, including the Exit Facilities Documents, without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtors and the Plan Sponsors may deem to be necessary to consummate the Exit Facilities.

D. Purchase Agreement

On the Effective Date, the "Closing" under the Purchase Agreement shall occur. As contemplated in the Purchase Agreement: (i) Parent will create Bowlmor AMF; (ii) Parent will contribute its equity interest in Holdings to Bowlmor AMF; (iii) Holdings will convert into a limited liability company; (iv) the Parent-Bowlmor AMF Merger will occur; (v) the distributions under the Plan will be made in accordance with the terms of the Plan and the Purchase Agreement, including the distribution of 20% of the New Equity in Bowlmor AMF to the Second Lien Lenders and 100% of the New Equity in the Reorganized Debtors; (vi) GBC Holdings will contribute all the issued and outstanding shares of stock of GBC to Bowlmor AMF in exchange for (A) \$10,000,000 cash, (B) an interest in the New Second Lien Loan in the principal amount of \$2,500,000, (C) at the election of Bowlmor AMF, either the GBC Note or the Bowlmor AMF Preferred Stock, and (D) the GBC New Equity; (vii) the contribution by Bowlmor AMF of its interest in GBC to Holdings, which will, in turn, contribute its interest in GBC to AMF Bowling Worldwide, Inc., which will, in turn, contribute its interests in GBC to AMF Bowling Centers, Inc. (provided that, for the benefit of the Bowlmor Member Parties, each contribution made pursuant to this clause (vii) shall be arranged in a manner such that section 351 of title 26 of the United States Code applies to each such contribution); (viii) each of Cobalt and Selous will contribute its entire membership interest in Bowlmor to Bowlmor AMF and, in exchange, Cobalt will receive the Cobalt New Equity and Selous will receive the Selous New Equity; (ix) Cobalt will contribute all of its New Equity in Bowlmor AMF to the New Shannon LLC and Selous will contribute all of its New Equity in Bowlmor AMF to the New Parker LLC; (x) GBC Holdings will contribute 92.08% of its New Equity in Bowlmor AMF to the New Shannon LLC and 7.92% of its New Equity in Bowlmor AMF to the New Parker LLC in exchange for the GBC Preferred Interest; (xi) Bowlmor AMF will contribute its entire membership interest in Bowlmor to GBC; (xii) the Second Lien Lenders who participate in the Rights Offering will pay \$50.0 million and receive in exchange New Second Lien Loans in the principal amount of \$50 million and 57.53% of the New Equity in Bowlmor AMF, which New Equity in Bowlmor AMF will not dilute the new common equity in Bowlmor AMF to be received by the current members of Bowlmor, as described below; and (xiii) the New Equity of each of the Reorganized Debtors will, automatically and without the requirement of further action by the Second Lien Lenders, be contributed and assigned to the Reorganized Debtor that owned the stock of such Reorganized Debtor immediately before the Closing. These transactions shall result in the combination of the Reorganized Debtors and Bowlmor.

E. Rights Offering

The Plan provides that \$50,000,000 will be raised through the Rights Offering. On the Effective Date, the Reorganized Debtors shall consummate the Rights Offering, through which each Rights Offering Participant, subject to the terms and conditions set forth in the Plan and the Rights Offering Procedures, shall have the opportunity to purchase the Rights Offering Units pursuant to the Rights Offering Documents. The Backstop Parties will backstop the Rights Offering in accordance with the terms and conditions of the Backstop Rights Purchase Agreement. The Rights Offering shall be conducted and implemented in accordance with the Rights Offering Procedures.

F. Corporate Existence

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, each Debtor shall continue to exist after the Effective Date as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other analogous formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation documents) are amended by the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law). For the avoidance of doubt, on the Effective Date, the Parent-Bowlmor AMF Merger shall occur, with Bowlmor AMF being the surviving entity.

G. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement (including the Purchase Agreement), on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors, including Interests held by the Debtors in non-Debtor subsidiaries, pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances, except for Liens securing the Exit Facilities, if applicable. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property, and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

H. Cancellation of Existing Securities

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date: (1) the obligations of the Debtors under the DIP Agreement, the First Lien Credit Agreement, the Second Lien Credit Agreement, and any other certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be cancelled solely as to the Debtors and the Reorganized Debtors shall not have any continuing obligations thereunder; and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligations of the Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged; *provided, however*, notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the holder of a Claim or Interest shall continue in effect solely for purposes of enabling holders of Allowed Claims and Allowed Interests to receive distributions under the Plan as provided herein; *provided further, however*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under this Plan. On and after the Effective Date, all duties and responsibilities of the DIP Agent under the DIP Agreement, the First Lien Agent under the First Lien Credit Agreement, and the Second Lien Agent under the Second Lien Credit Agreement, as applicable, shall be discharged unless otherwise specifically set forth in or provided for under the Plan.

I. Corporate Action

Upon the Effective Date, or as soon thereafter as is reasonably practicable, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including, as applicable: (1) entry into the Purchase Agreement; (2) entry into the Backstop Rights Purchase Agreement; (3) the issuance of the New Equity; (4) the

Rights Offering; (5) selection of the directors and officers for Bowlmor AMF and the Reorganized Debtors; (6) execution and delivery of the Exit Facilities Documents; (7) adoption of the Management Incentive Plan; (8) implementation of the restructuring transactions contemplated by this Plan; and (8) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date). Upon the Effective Date, all matters provided for in the Plan involving the corporate structure of Bowlmor AMF and the Reorganized Debtors, and any corporate action required by the Debtors, Bowlmor AMF or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtors, Bowlmor AMF or the Reorganized Debtors. On or (as applicable) before the Effective Date, the appropriate officers of the Debtors, Bowlmor AMF or the Reorganized Debtors shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of Bowlmor AMF and the Reorganized Debtors, including the New Senior Credit Facility Documents and the New Second Lien Facility Documents, paying the Backstop Fee and Exit Fees, and any and all other agreements, documents, securities, and instruments relating to the foregoing, to the extent not previously authorized by the Court. The authorizations and approvals contemplated by this Article IV.I shall be effective notwithstanding any requirements under non-bankruptcy law.

J. KEIP Obligations

All KEIP Obligations shall be an obligation of the Reorganized Debtors to the extent not already paid as of the Effective Date.

K. New Organizational Documents

To the extent required under the Plan or applicable nonbankruptcy law, Bowlmor AMF and the Reorganized Debtors will file their respective New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states, provinces, or countries of incorporation in accordance with the corporate laws of the respective states, provinces, or countries of incorporation. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents of the Reorganized Debtors will prohibit the issuance of non-voting equity securities. After the Effective Date, Bowlmor AMF and the Reorganized Debtors, as applicable, may amend and restate their respective New Organizational Documents and other constituent documents as permitted by the laws of their respective states, provinces, or countries of incorporation and their respective New Organizational Documents. Notwithstanding any restrictions on the trading of the New Equity of Bowlmor AMF that the New Organizational Documents may contain, the New Equity of Bowlmor AMF acquired by holders of Class 9 Interests on the Effective Date on account of such Interests shall not be subject to any such trading restrictions or limitations.

L. Directors and Officers of the Reorganized Debtors.

As of the Effective Date, the term of the current members of the board of directors of the Debtors shall expire, and the initial boards of directors, including the New Boards, as well as the officers of each of the Reorganized Debtors, shall be appointed in accordance with the New Organizational Documents and other constituent documents of each Reorganized Debtor. The initial Bowlmor AMF Board shall consist of nine directors appointed as follows: (i) three will be appointed by the common members of Bowlmor (one of whom will be an independent director) and (ii) of the remaining six members (one of whom will be an independent director) Chase Lincoln First Commercial Corporation shall be entitled to appoint one, Credit Suisse Loan Funding LLC shall be entitled to appoint one, and Cerberus Series Four Holdings, LLC shall be entitled to appoint four. Successors will be elected in accordance with the New Organizational Documents of Bowlmor AMF. So long as any of the GBC Note, the Bowlmor AMF Preferred, the \$2.5 million interest in the New Second Lien Loan issued in favor of GBC Holdings or the GBC Preferred Interest remains outstanding, GBC Holdings will have the right to appoint a non-voting observer who will be entitled to attend meetings of the Bowlmor AMF Board and to receive materials distributed to the members of the Bowlmor AMF Board, or to the members of the New Subsidiary Boards on which a majority of the members of the Bowlmor AMF Board also sit, including, but not limited to, monthly unaudited financial statements in the form distributed to management of Bowlmor AMF, annual audited financial statements and weekly sales reports to the extent available and/or distributed to the management of Bowlmor AMF, and any third party valuations prepared and available and/or distributed to the New Boards, management, or shareholders of

Bowlmor AMF, subject to certain exceptions (e.g., with respect to matters on which GBC Holdings or its Affiliates has a conflicting interest but solely to the extent that Bowlmor AMF Board designees with a similar conflicting interest are also precluded from participating or where the observer's participation could result in a waiver of applicable legal privileges, in each case, solely for the portion of any meeting at which such matter will be addressed).

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will disclose in advance of the Confirmation Hearing the identity and affiliations of any Person proposed to serve on the initial Bowlmor AMF Board and the New Subsidiary Boards, as well as those Persons that will serve as an officer of Bowlmor AMF or any of the Reorganized Debtors. To the extent any such director or officer is an "insider" under the Bankruptcy Code, the nature of any compensation to be paid to such director or officer will also be disclosed. Each such director and officer shall serve from and after the Effective Date pursuant to the terms of the New Organizational Documents and other constituent documents of Bowlmor AMF and the Reorganized Debtors.

M. Effectuating Documents; Further Transactions

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

N. Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

O. Preservation of Rights of Action

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to Article VIII and Article IV.P hereof, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and such rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Causes of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors or the Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Court order, the Debtors or Reorganized Debtors, as applicable, expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The applicable Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of

Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court.

P. Release of Avoidance Actions

On the Effective Date, the Debtors shall release any and all Avoidance Actions and the Debtors and the Reorganized Debtors, and any of their successors or assigns and any Entity acting on behalf of the Debtors or the Reorganized Debtors shall be deemed to have waived the right to pursue any and all Avoidance Actions. No avoidance actions shall revert to creditors of the Debtors.

Q. Post-Confirmation Committee

Following entry of the Confirmation Order, the Committee, in consultation with the Debtors, shall appoint the Post-Confirmation Committee. The Post-Confirmation Committee shall be appointed for the sole purpose of reviewing and consulting with the Debtors regarding objections to Claims pursuant to Article VII and overseeing distributions to all Holders of General Unsecured Claims. All reasonable and documented fees, expenses, and costs of the Post-Confirmation Committee and its counsel shall be paid by the Post-Confirmation Committee from the funds available in the General Unsecured Claims Distribution Escrow Account without application or submission to the Bankruptcy Court; it being understood that the Bankruptcy Court shall retain jurisdiction with respect to any disputes that may arise with respect to the Post-Confirmation Committee. The Post-Confirmation Committee shall be dissolved upon the closing of the Chapter 11 Cases. The Reorganized Debtors shall indemnify the Post-Confirmation Committee against causes of action brought against the Post-Confirmation Committee in connection with the discharge of its duties under Plan; provided that the Reorganized Debtors shall not indemnify the Post-Confirmation Committee against such claims arising out of bad faith, gross negligence, or willful misconduct.

**ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided herein, all Executory Contracts or Unexpired Leases will be deemed assumed and assigned to the Reorganized Debtors in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than: (1) those that are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; (2) those that have been previously rejected by a Final Order; (3) those that are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (4) those that are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date.

Entry of the Confirmation Order shall constitute a Court order approving the assumptions, assumptions and assignments, or rejections of such Executory Contracts or Unexpired Leases as set forth in the Plan or the Schedule of Rejected Executory Contracts and Unexpired Leases, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Court authorizing and providing for its assumption under applicable federal law. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order of the Court on or after the Effective Date.

The iStar Master Lease Agreements and the Existing Benefit Agreements shall be assumed by the Debtors on the Effective Date. iStar shall not have any Allowed Claims on account of the iStar Master Lease Agreements.

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

Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Court within thirty (30) days after the date of entry of an order of the Court (including the Confirmation Order) approving such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Reorganized Debtors, the Estates, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Court. Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.B.5 of the Plan, as applicable.

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

Any monetary defaults under an Executory Contract and Unexpired Lease, as reflected on the Cure Notice shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee, to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption.

At least 14 days before the Confirmation Hearing, the Debtors shall distribute, or cause to be distributed, Cure Notices of proposed assumption and proposed amounts of Cure Claims to the applicable third parties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be Filed, served and actually received by the Debtors at least three business days before the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption or cure amount. Notwithstanding anything herein to the contrary, in the event that any Executory Contract or Unexpired Lease is removed from the Schedule of Rejected Executory Contracts and Unexpired Leases after such 14-day deadline, a Cure Notice of proposed assumption and proposed amounts of Cure Claims with respect to such Executory Contract or Unexpired Lease will be sent promptly to the counterparty thereof and a noticed hearing set to consider whether such Executory Contract or Unexpired Lease can be assumed.

In any case, if the Bankruptcy Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice, the Plan Sponsors will have the right to add such Executory Contract or Unexpired Lease from the Schedule of Rejected Executory Contracts and Unexpired Leases, in which case such Executory Contract or Unexpired Lease will be deemed rejected as the Effective Date.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date that the Debtors assume such Executory Contract or Unexpired Lease. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Court.

D. Insurance Policies

All of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under the Plan. On the Effective Date, unless otherwise identified on the Schedule of Rejected Executory Contracts and Unexpired Leases, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments related thereto.

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

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

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

F. Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, or, after the Effective Date, the Reorganized Debtors shall have twenty-eight (28) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

G. Nonoccurrence of Effective Date

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

**ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the Plan, on the Effective Date (or if a Claim or Interest is not an Allowed Claim or Allowed Interest on the Effective Date, on the date that such Claim or Interest becomes Allowed, or as soon as reasonably practicable thereafter), each holder of an Allowed Claim or Allowed Interest (or such holder's Affiliate) shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests in each applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims or Interests, distributions on account of any such Disputed Claims or Interests shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan, holders of Claims or Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. The Debtors shall have no obligation to recognize any transfer of Claims (other than the First Lien Claims and Second Lien Claims) or Interests occurring on or after the Voting Deadline.

The Debtors, in consultation with the Post-Confirmation Committee, may make partial distributions to Holders of Allowed Class 5 Claims at mutually agreed upon times following the Effective Date.

B. General Unsecured Claims Distribution Escrow Account.

On or as reasonably practicable after the Effective Date, the Reorganized Debtors shall establish and fund the General Unsecured Claims Distribution Escrow Account, which shall be an escrow account separate and apart from the Debtors' general operating funds to be maintained in trust for the benefit of Holders of Allowed Class 5 General Unsecured Claims and funded in the amount of \$2.35 million. Cash held in the General Unsecured Claims Distribution Escrow Account shall not constitute property of the Debtors' Estates or of the Reorganized Debtors. Distributions from the General Unsecured Claims Distribution Escrow Account to Holders of Allowed Class 5 General Unsecured Claims shall be made in accordance with the provisions governing distribution set forth in Article VII. The General Unsecured Claims Distribution Escrow Account may be an interest-bearing account. In the event there is a remaining balance, including interests in the General Unsecured Claims Distribution Escrow Account following (1) payment to all Holders of Allowed Class 5 General Unsecured Claims under the Plan and (2) the closing of the Chapter 11 Cases, such remaining amount, if any, shall be redistributed to the Reorganized Debtors.

C. Distributions to Be Made under the Plan

Except as otherwise provided in the Plan, all distributions made under the Plan shall be made by the Reorganized Debtors on the Effective Date or as soon as reasonably practicable thereafter.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions

(a) Delivery of Distributions to DIP Agent

Except as otherwise provided in the Plan, all distributions to holders of Allowed DIP Facility Claims shall be governed by the DIP Agreement and shall be deemed completed when made to the DIP Agent, who shall be deemed to be the holder of all DIP Facility Claims for purposes of distributions to be made hereunder. The DIP Agent shall hold or direct such distributions for the benefit of the holders of Allowed DIP Facility Claims, as applicable. As soon as practicable in accordance with the requirements set forth in this Article VI, the DIP Agent shall arrange to deliver such distributions to or on behalf of such holders of Allowed DIP Facility Claims.

(b) Delivery of Distributions to First Lien Agent

Except as otherwise provided in the Plan, all distributions to holders of First Lien Claims shall be governed by the First Lien Credit Agreement and shall be deemed completed when made to the First Lien Agent, who shall be deemed to be the holder of all First Lien Claims for purposes of distributions to be made hereunder. The First Lien Agent shall hold or direct such distributions for the benefit of the holders of Allowed First Lien Claims, as applicable. As soon as practicable in accordance with the requirements set forth in this Article VI, the First Lien Agent shall arrange to deliver such distributions to or on behalf of such holders of Allowed First Lien Claims.

(c) Delivery of Distributions to Second Lien Agent

Except as otherwise provided in the Plan, all distributions to holders of Second Lien Claims shall be governed by the Second Lien Credit Agreement and shall be deemed completed when made to the Second Lien Agent, who shall be deemed to be the holder of all Second Lien Claims for purposes of distributions to be made hereunder. The Second Lien Agent shall hold or direct such distributions for the benefit of the holders of Second Lien Claims, as applicable. As soon as practicable in accordance with the requirements set forth in this Article VI, the Second Lien Agent shall arrange to deliver such distributions to or on behalf of such holders of Allowed Second Lien Claims.

(d) Delivery of Distributions in General

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims (other than holders of First Lien Claims and Second Lien Claims) or Interests shall be made to holders of record as of the Distribution Record Date by the Reorganized Debtors: (1) to the signatory set forth on any of the Proofs of Claim Filed by such holder or other representative identified therein (or at the last known addresses of such holder if no Proof of Claim is Filed or if the Debtors have been notified in writing of a change of address); (2) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors after the date of any related Proof of Claim; (3) at the addresses reflected in the Schedules if no Proof of Claim has been Filed and the Reorganized Debtors have not received a written notice of a change of address; or (4) on any counsel that has appeared in the Chapter 11 Cases on the holder's behalf. Subject to this Article VI, distributions under the Plan on account of Allowed Claims or Interests shall not be subject to levy, garnishment, attachment, or like legal process, so that each holder of an Allowed Claim or Interest shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Reorganized Debtors, and the Reorganized Debtors shall not incur any liability whatsoever on account of any distributions under the Plan except for gross negligence or willful misconduct.

2. Minimum Distributions

Except with respect to shares of New Equity in Bowlmor AMF issued pursuant to the Plan to holders of Class 9 Interests in Parent, no fractional shares of New Equity shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Interest would otherwise result in the issuance of a number of shares of New Equity that is not a whole number, the actual distribution of shares of New Equity shall be rounded as follows: (a) fractions of one-half or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Equity to be distributed pursuant to the Plan shall be adjusted as necessary to account for the foregoing rounding. Holders of Allowed Claims entitled to distributions of \$50 or less shall not receive distributions.

3. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any holder is returned as undeliverable, no distribution to such holder shall be made unless and until the Reorganized Debtors have determined the then-current address of such holder, at which time such distribution shall be made to such holder without interest; *provided, however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date; *provided further* that undeliverable distributions to holders of General Unsecured Claims shall revert back to the General Unsecured Claims Distribution Escrow Account. After such date, all unclaimed property or interests in property shall be redistributed Pro Rata (it being understood that, for purposes of this Article VI.D.3, "Pro Rata" shall be determined as if the Claim or Interest, as applicable, underlying such unclaimed distribution had been Disallowed) without need for a further order by the Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder to such property or Interest in property shall be discharged and forever barred.

E. Securities Registration Exemption

Pursuant to section 1145 of the Bankruptcy Code or such other applicable registration exemption, the offering, issuance, and distribution of securities, including the New Equity, as contemplated by Article III.B of the Plan, shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable law requiring registration prior to the offering, issuance, distribution, or sale of Securities. In addition, under section 1145 of the Bankruptcy Code, such New Equity will be freely tradable in the U.S. by the recipients thereof, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with applicable securities laws and any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments.

F. Compliance with Tax Requirements

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

G. Allocations

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

H. No Postpetition Interest on Claims

Unless otherwise specifically provided for in the DIP Order, the Plan, or the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims or Interests and no holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any such Claim.

I. Setoffs and Recoupment

The Debtors (in consultation with the Plan Sponsors) or the Reorganized Debtors may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors or the Reorganized Debtors may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such Claim it may have against the holder of such Claim.

J. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be Disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Court, to the extent that the holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such holder shall, within two weeks of receipt thereof, repay or return the distribution to the Reorganized Debtors to the extent the holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such holder to timely repay or return such distribution shall result in the holder owing the Reorganized Debtors annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the two-week grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or

in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Court.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

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

A. *Allowance of Claims or Interests.*

After the Effective Date, each of the Debtors or the Reorganized Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Claim or Interest immediately before the Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code, or the Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim. Any Claim or Interest that as of the date of the Disclosure Statement Hearing has been listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim or Proof of Interest is or has been timely Filed, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Court.

B. *Claims and Interests Administration Responsibilities.*

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Reorganized Debtors, by order of the Court, shall have the sole authority: (1) to File, withdraw, or litigate to judgment objections to Claims or Interests; (2) to settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Court.

C. *Disputed Claims Reserve*

On the Effective Date or any subsequent date that the Debtors make a distribution from the General Unsecured Claims Distribution Escrow Account on account of a payment of an Allowed Class 5 General Unsecured Claim, the Reorganized Debtors shall withhold on a pro rata basis from property that would otherwise be distributed to Holders of Allowed Class 5 General Unsecured Claims on such date, such amounts or property as may be necessary to equal one hundred percent of distributions to which Holders of such Disputed Claims would be entitled under this Plan if such Disputed Claims were allowed in their Disputed Claim Amount.

D. *Estimation of Claims and Interests.*

Before or after the Effective Date, the Debtors or the Reorganized Debtors may (but are not required to) at any time request that the Court estimate any Disputed Claim or Disputed Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or Interest or whether the Court has ruled on any such objection, and the Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a

Claim or Interest that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Court. In the event that the Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the relevant Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

E. Adjustment to Claims or Interests without Objection.

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

F. Time to File Objections to Claims.

Any objections to Claims shall be Filed on or before the Claims Objection Deadline.

G. Disallowance of Claims or Interests.

Any Claims or Interests held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims or Interests may not receive any distributions on account of such Claims or Interests until such time as such Causes of Action against that Entity have been settled or a Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Reorganized Debtors. All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Court.

As consideration for the releases and injunctions provided herein for the benefit of CHS and its related Persons, upon the Effective Date, the CHS Claims shall be deemed Disallowed and expunged from the Claims Register without any distributions on account of such Claims.

Except as provided herein or otherwise agreed, any and all Proofs of Claim or Proofs of Interest filed after the Claims Bar Date shall be deemed Disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Court, and holders of such Claims or Interests may not receive any distributions on account of such Claims or Interests, unless on or before the Confirmation Hearing such late Filed Claim or Interest has been deemed timely Filed by a Final Order.

H. Amendments to Claims or Interests.

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Claim or Interest may not be Filed or amended without the prior authorization of the Court and the Reorganized Debtors and any such new or amended Claim or Interest Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Court.

I. No Distributions Pending Allowance.

If an objection to a Claim or Interest or portion thereof is Filed as set forth in Article VII no payment or distribution provided under the Plan shall be made on account of such Claim or Interest or portion thereof unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest.

J. Distributions After Allowance.

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

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

A. Compromise and Settlement of Claims, Interests, and Controversies

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

B. Discharge of Claims and Termination of Interests

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

C. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan (including the Plan Supplement documents), on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds

of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. In addition, the DIP Agent, First Lien Agent, and the Second Lien Agent shall execute and deliver all documents reasonably requested by the administrative agent(s) for the Exit Facilities to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Reorganized Debtors to file UCC-3 termination statements (to the extent applicable) with respect thereto.

D. Debtor Release

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released by the Debtors, the Reorganized Debtors, and their Estates from any and all claims, obligations, rights, suits, damages, Causes of Action (including Avoidance Actions), remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors and/or the Reorganized Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of federal or state securities law, or otherwise, that the Debtors, the Reorganized Debtors, or their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the other restructuring transactions contemplated herein, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Disclosure Statement, the Plan Supplement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence, in each case, taking place on or before the Effective Date; *provided, however*, the foregoing release shall not apply to any obligations arising under the Confirmation Order, the Plan, the Plan Supplement, the Exit Facilities Documents, and any contracts, instruments, releases, and other agreements or documents delivered in connection with, or contemplated by, the foregoing.

E. Third Party Release

As of the Effective Date, to the fullest extent permitted by applicable law, each Released Party and each holder of a Claim against or an Interest in the Debtors shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged the Debtors, the Reorganized Debtors, each Debtor's and/or Reorganized Debtor's current and former Affiliates, partners, subsidiaries, officers, directors, managers serving on a board of managers, principals, employees, agents, managed funds, advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, together with their respective successors and assigns (in each case in their capacity as such), and the Released Parties from any and all claims, equity interests, obligations, debts, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of a debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, existing or hereafter arising, in law, at equity, whether for tort, fraud, contract, violations of federal or state securities laws, or otherwise, that such entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, Affiliates of the Debtors, the Reorganized Debtors, the restructuring transactions contemplated herein, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any claim or equity interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of claims and equity interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence, in each case, taking place on or before the Effective Date; *provided, however*, the foregoing release shall not apply to any obligations arising under the Confirmation Order, the Plan, the Plan

Supplement, the Exit Facilities Documents, and any contracts, instruments, releases, and other agreements or documents delivered in connection with, or contemplated by, the foregoing.

F. Exculpation

Except as otherwise specifically provided in the Plan or Plan Supplement, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from any (1) Exculpated Claim and (2) any obligation, Cause of Action, or liability for any Exculpated Claim, except for gross negligence or willful misconduct, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the Securities pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

G. Injunction

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN ARTICLE VIII HEREOF, ALL ENTITIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION, OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST, OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO ARTICLE VIII HEREOF.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE VIIL.D OR ARTICLE VIIL.E HEREOF, DISCHARGED PURSUANT TO ARTICLE VIIL.B, HEREOF, OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE VIIL.F HEREOF, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST THE RELEASED PARTIES OR THE EXCULPATED PARTIES: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING, OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (4) ASSERTING ANY RIGHT OF SUBROGATION, SETOFF, OR RECOUPMENT OF ANY KIND AGAINST ANY OBLIGATION DUE FROM SUCH ENTITIES OR AGAINST THE INTERESTS, PROPERTY OR ESTATES OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (5) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED OR SETTLED PURSUANT TO THE PLAN.

THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST

ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THEIR ASSETS, PROPERTY, OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN OR IN OBLIGATIONS ISSUED PURSUANT HERETO, FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE.

ALL ENTITIES SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTORS, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS OR ANY ACT OR OMISSION, TRANSACTION, OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

H. Subordination Rights.

Any distributions under the Plan to holders shall be received and retained free from any obligations to hold or transfer the same to any other holder and shall not be subject to levy, garnishment, attachment, or other legal process by any holder by reason of claimed contractual subordination rights. Any such subordination rights shall be waived, and the Confirmation Order shall constitute an injunction enjoining any Entity from enforcing or attempting to enforce any contractual, legal, or equitable subordination rights to property distributed under the Plan, in each case other than as provided in the Plan.

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

A. Conditions Precedent to the Confirmation Date

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

1. The Confirmation Order shall have been approved by the Bankruptcy Court in form and substance reasonably acceptable to the Debtors and the Plan Sponsors;
2. The Bankruptcy Court shall have found that adequate information and sufficient notice of the Disclosure Statement, the Plan, and the Confirmation Hearing, along with all deadlines for voting on or objecting to the Plan have been given to all relevant parties in accordance with the solicitation procedures governing such service and in substantial compliance with Bankruptcy Rules 2002(b), 3017, 9019 and 3020(b); and
3. The Plan and the Plan Supplement, including any exhibits, schedules, amendments, modifications, or supplements thereto, each in form and substance reasonably acceptable to the Plan Sponsors, shall have been Filed subject to the terms hereof.

B. Conditions Precedent to the Effective Date

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

1. The Confirmation Order shall have become a Final Order that has not been stayed or modified or vacated on appeal;
2. The Plan, including any amendments, modifications, or supplements thereto, and inclusive of any amendments, modifications, or supplements made after the Confirmation Date but prior to the Effective Date, shall be in form and substance reasonably acceptable to the Debtors and the Plan Sponsors and made in accordance with the Section X.A. of the Plan
3. The Exit Facilities Documents shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the Exit Facilities shall have been waived or satisfied in accordance with the terms thereof and the closing of the Exit Facilities shall have occurred and the final portion of the Exit Fees and the Backstop Fees shall have been paid;
4. All governmental and material third party approvals and consents, including Court approval, necessary in connection with the transactions contemplated by this Plan shall have been obtained, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such transactions;
5. All documents and agreements necessary to implement this Plan shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements;
6. All conditions precedent in the Purchase Agreement shall have occurred or been waived;
7. All conditions precedent to the issuance of the New Equity, other than any conditions related to the occurrence of the Effective Date, shall have occurred;
8. All reasonable fees and expenses of the attorneys and financial advisors retained by the Plan Sponsors, the DIP Agent, the DIP Lenders, and the Exit Backstop Parties shall have been paid in full from the Professional Fee Account; and
9. The Effective Date shall have occurred on or before August 15, 2013.

C. Waiver of Conditions

The conditions to Confirmation of the Plan and to the Effective Date of the Plan set forth in this Article IX may be waived only by consent of the Debtors and the Plan Sponsors.

D. Substantial Consummation

“Substantial Consummation” of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

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

If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any holders of a Claim or Interest or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any holders, or any other Entity in any respect.

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

A. Modification and Amendments

Subject to the limitations contained herein, the Debtors reserve the right to modify the Plan (provided that such modifications are in form and substance acceptable to the Plan Sponsors) as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan (provided that such alterations, amendments, or modifications are in form and substance acceptable to the Plan Sponsors) with respect to the Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

B. Effect of Confirmation on Modifications

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

C. Revocation or Withdrawal of the Plan

The Debtors (with the consent of the Plan Sponsors) reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if Confirmation and Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (i) constitute a waiver or release of any Claims or Interests; (ii) prejudice in any manner the rights of the Debtors or any other Entity; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

**ARTICLE XI.
RETENTION OF JURISDICTION**

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

1. Allow, Disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

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

3. resolve any matters related to: (a) the assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is a party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Costs pursuant to section 365 of the Bankruptcy

Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) the Reorganized Debtor amending, modifying, or supplementing, after the Confirmation Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed and assigned or rejected or otherwise; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

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

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

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

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

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

9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan;

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

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

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

13. resolve any cases, controversies, suits, disputes related to the General Unsecured Claims Distribution Escrow Account;

14. resolve any cases, controversies, suits, disputes related to the Purchase Agreement, other than any disputes solely by and among the Bowlmor Member Parties (as defined in the Purchase Agreement) which relate to items not expressly and exclusively covered by the Purchase Agreement;

15. resolve any cases, controversies, suits, disputes related to the Post-Confirmation Committee;

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

17. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order;

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

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

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

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

22. hear and determine all disputes involving the existence, nature, or scope of the Debtors' release, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

23. enforce all orders previously entered by the Court;

24. hear any other matter not inconsistent with the Bankruptcy Code;

25. enter an order concluding or closing the Chapter 11 Cases; and

26. enforce the injunction, release, and exculpation provisions set forth in Article VIII hereof.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

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

B. Additional Documents

On or before the Effective Date, the Debtors may File with the Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors and all holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by the Debtors (prior to or on the Effective Date) or the Reorganized Debtors (after the Effective Date) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

D. Dissolution of the Committee

On the Effective Date, the Committee shall dissolve and all members, employees, or agents thereof shall be released and discharged from all rights and duties arising from or related to the Chapter 11 Cases.

E. Indemnification Provisions

The Indemnification Provisions shall not be discharged or impaired by Confirmation, shall survive Confirmation and shall remain unaffected thereby after the Effective Date; *provided however*, that, notwithstanding the foregoing, the right of an indemnified Person to receive any indemnities, reimbursements, advancements, payments, or other amounts arising out of, relating to, or in connection with the Indemnification Provisions shall be limited to, and an indemnified Person's sole and exclusive remedy to receive any of the foregoing shall be exclusively from, the director and officer insurance policies of the Debtors in effect on the Effective Date, and no indemnified Person shall seek, or be entitled to receive, any of the foregoing from (directly or indirectly) the Reorganized Debtors. Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the Indemnification Provisions.

F. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Court shall enter the Confirmation Order. Neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the holders of Claims or Interests prior to the Effective Date.

G. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

H. Service of Documents

Any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors or Reorganized Debtors shall be served on:

the Debtors:

AMF Bowling Worldwide, Inc.:
7313 Bell Creek Road
Mechanicsville, Virginia 23111
Attn.: Stephen D. Satterwhite

with copies to:

Kirkland & Ellis LLP
300 North LaSalle Drive
Chicago, Illinois 60654
Attn.: Patrick J. Nash, Jr. and Jeffrey D. Pawlitz

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn.: Joshua A. Sussberg

McGuire Woods LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219
Attn.: Dion W. Hayes

the Plan Sponsors: c/o O'Melveny & Myers LLP
400 South Hope Street, 18th Floor
Los Angeles, California 90071-2899
Attn: Ben Logan
Suzanne Uhland
Jennifer Taylor

I. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

J. Entire Agreement

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

K. Nonseverability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Court to be invalid, void, or unenforceable, the Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

Respectfully submitted, as of the date first set forth above,

AMF Bowling Worldwide, Inc. (for itself and all Debtors)

By: /s/ Stephen D. Satterwhite
Name: Stephen D. Satterwhite
Title: Chief Financial Officer / Chief Operating Officer