

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION – DAYTON

)	
In re:)	Case Nos. 08-35741 through
)	08-35747
THE ANTIOCH COMPANY,)	(Jointly Administered Under Case No. 35741)
<u>et al.</u> ,)	
)	Chapter 11
Debtors.)	Judge Humphrey
)	

**JOINT PREPACKAGED PLAN OF REORGANIZATION
OF THE ANTIOCH COMPANY AND ITS AFFILIATE DEBTORS**

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Dated: November 12, 2008

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INTRODUCTION

The Antioch Company, Antioch International, Inc., Antioch International–Canada, Inc., Antioch International–New Zealand, Inc., Antioch Framers Supply Company, zeBlooms, Inc., and Creative Memories Puerto Rico, Inc. propose the following joint prepackaged plan of reorganization for the resolution of the outstanding claims against and interests in the Debtors. Reference is made to the Disclosure Statement (as that term is defined herein), distributed contemporaneously herewith, for a discussion of the Debtors' history, business, properties and operations, projections for those operations, risk factors, a summary and analysis of this Plan (as that term is defined herein), and certain related matters including, among other things, the securities to be issued under this Plan and the proposed substantive consolidation of the Debtors' cases for certain limited purposes. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127 and Fed. R. Bankr. P. 3019, the Debtors reserve the right, upon the written consent of the Prepetition Secured Lenders, to alter, amend, modify, revoke or withdraw this plan prior to its substantial consummation.

ARTICLE I

DEFINED TERMS AND RULES OF INTERPRETATION

Defined Terms. As used herein, capitalized terms shall have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, will have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1.1 *Administrative Claim* means a Claim for costs and expenses of administration of the Chapter 11 Cases that is Allowed under section 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) any actual and necessary costs and expenses incurred after the Petition Date in connection with preserving the Debtors' Estates and operating the businesses of the Debtors (such as wages, salaries, and commissions for services and payments for inventory, leased equipment, and premises) and Claims of governmental units for taxes (including tax audit Claims related to tax years commencing after the Petition Date, but excluding Claims relating to tax periods, or portions thereof, ending on or before the Petition Date); (b) compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under section 330, 331, or 503(b) of the Bankruptcy Code to the extent incurred prior to the Effective Date; (c) all fees and charges assessed against the Debtors' Estates under section 1930, chapter 123, of title 28, United States Code; and (d) all DIP Facility Claims.

1.2 *Affiliate* has the meaning set forth in section 101(2) of the Bankruptcy Code.

1.3 *Affiliate Debtor(s)* means, individually or collectively, a Debtor or Debtors other than The Antioch Company, as applicable.

1.4 *Allowed* means, with respect to a Claim or Interest in any Class, an Allowed Claim or Allowed Interest in the particular Class or category specified.

1.5 *Allowed Claim* means a Claim (a) not listed as disputed, contingent or unliquidated in the Schedules; (b) as to which no objection or request for estimation has been interposed on or before the Effective Date or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or as to which any objection has been settled, waived, withdrawn, or denied by a Final Order of the Bankruptcy Court; or (c) that is expressly deemed to be allowed pursuant to the terms of this Plan. Any reference herein to a particular Allowed Claim includes both the secured and unsecured portions of such Claim.

The term "Allowed Claim" shall not, for purposes of computing distributions under this Plan, include interest on such Claim from and after the Petition Date, except as provided in section 506(b) of the Bankruptcy Code or as otherwise expressly set forth in this Plan.

1.6 *Allowed _____ Claim* means a Claim of the particular type specified that is also an Allowed Claim (e.g., an Allowed Administrative Expense Claim is an Administrative Expense Claim that is also an Allowed Claim).

1.7 *Allowed Interest* means any Interest that is registered as of the Distribution Record Date in a stock register maintained by or on behalf of the Debtors or, with respect to the ESOT Allocated Stock, by or on behalf of the ESOT Trustee.

1.8 *Avoidance Actions* means any causes of action of the Estates arising under sections 542, 543, 544, 545, 546, 547, 548, 549, 550 or 553 of the Bankruptcy Code, regardless of whether or not such cause of action was commenced prior to the Effective Date.

1.9 *Ballot* means each of the ballot forms distributed to Holders of Impaired Claims who are entitled to vote to accept or reject the Plan.

1.10 *Bankruptcy Code* means title 11 of the United States Code, as now in effect or hereafter amended.

1.11 *Bankruptcy Court* means the United States Bankruptcy Court for the Southern District of Ohio (Western Division – Dayton), or any other court with jurisdiction over the Chapter 11 Cases.

1.12 *Bankruptcy Rules* means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended.

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

1.14 *Cash* means legal tender of the United States of America and equivalents thereof.

1.15 *Chapter 11 Cases* means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code commenced by such Debtor in the Bankruptcy Court and (b) when used with reference to all Debtors, the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors in the Bankruptcy Court.

1.16 *Claim* means a "claim," as defined in section 101(5) of the Bankruptcy Code.

1.17 *Class* means a category of Holders of Claims or Interests, as described in Article II hereof.

1.18 *Class 5 Release Form* means a form agreement, which shall be satisfactory in all respects to the Debtors and the Prepetition Secured Lenders, pursuant to which a Holder of an Allowed Impaired Unsecured Claim may elect, by executing and submitting such form no later than three (3) days prior to the Confirmation Hearing, to receive such Holder's applicable share of 80% of the Creditor/Equityholder Trust Interests and, in consideration therefor, agree to (i) forever release, waive, and discharge the Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that such Holder could assert in its own right against any Released Party (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Estates, the Chapter 11 Cases, this Plan, or the Disclosure Statement, the restructuring of Claims and Interests in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and Disclosure Statement, or any related agreements, instruments, or other documents, or upon any other act or omission, transaction, event, or other occurrence taking place on or before the Effective Date, and (ii) irrevocably assign to the Prepetition Secured Lenders the right to receive any recoveries to which such party may be entitled under the Bankruptcy Code as the Holder of an Allowed Impaired Unsecured Claim (for the avoidance of doubt, the proceeds of any agreement or insurance policy guaranteeing the payment the ESOP Notes shall not be included in the foregoing assignment).

1.19 *Class 7 Release Form* means a form agreement, which shall be satisfactory in all respects to the Debtors and the Prepetition Secured Lenders, pursuant to which each ESOP Participant (as the Holder of an ESOT Allocated Stock Interest) may elect, by executing and submitting such form no later than ninety (90) days after the Effective Date, to receive such ESOP Participant's applicable share of 20% of the Creditor/Equityholder Trust Interests and, in consideration therefor, agree to (i) forever release,

waive, and discharge the Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that such Holder could assert in its own right against any Released Party (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Estates, the Chapter 11 Cases, this Plan, or the Disclosure Statement, the restructuring of Claims and Interests in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and Disclosure Statement, or any related agreements, instruments, or other documents, or upon any other act or omission, transaction, event, or other occurrence taking place on or before the Effective Date, and (ii) irrevocably assign to the Prepetition Secured Lenders the right to receive any recoveries to which such party may be entitled under the Bankruptcy Code as the Holder of an ESOT Allocated Stock Interest.

1.20 Confirmation Date means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

1.21 Confirmation Hearing means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

1.22 Confirmation Order means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, which order shall be in form and substance satisfactory to the Debtors and the Prepetition Secured Lenders.

1.23 Creditor/Equityholder Trust means the trust established on the Effective Date pursuant to section 5.12 of this Plan and the Creditor/Equityholder Trust Agreement to hold the Intermediate Holding Company Stock issued on the Effective Date pursuant to this Plan.

1.24 Creditor/Equityholder Trust Agreement means the agreement to be executed on the Effective Date in accordance with Section 5.12 of this Plan. The Creditor/Equityholder Trust Agreement shall be substantially in the form included in the Plan Supplement.

1.25 Creditor/Equityholder Trustee means the person or entity appointed pursuant to the Creditor/Equityholder Trust Agreement and Section 5.12 of this Plan to act as trustee of and administer the Creditor/Equityholder Trust. The Debtors will identify the Creditor/Equityholder Trustee in a notice filed with the Bankruptcy Court no later than three (3) days prior to the Confirmation Hearing.

1.26 Creditor/Equityholder Trust Interests means the beneficial interests in the Creditor/Equityholder Trust.

1.27 Debtor(s) means, individually or collectively, The Antioch Company, Antioch International, Inc., Antioch International–Canada, Inc., Antioch International–New Zealand, Inc., Antioch Framers Supply Company, zeBlooms, Inc., and Creative Memories Puerto Rico, Inc.

1.28 DIP Credit Agreement means that certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, in substantially the form filed with the Bankruptcy Court on the Petition Date, by and among The Antioch Company as borrower, the DIP Agent, and the DIP Lenders, as the same may have been subsequently modified, amended, or supplemented, together with all instruments and agreements related thereto.

1.29 DIP Agent means Bank of America, N.A. in its capacity as administrative agent under the DIP Credit Agreement.

1.30 *DIP Facility Claims* means all Claims held by DIP Lenders pursuant to the DIP Credit Agreement, including, without limitation, all loans and all fees and expenses payable thereunder.

1.31 *DIP Guaranty* means that certain Subsidiary Guaranty made by each of the Affiliate Debtors, as guarantors of all obligations of The Antioch Company under the DIP Credit Agreement, in favor of the DIP Agent for the benefit of the DIP Lenders.

1.32 *DIP Lenders* means the lenders party from time to time to the DIP Credit Agreement.

1.33 *Disbursing Agent* means the Reorganized Debtors or any party designated by the Reorganized Debtors to serve as disbursing agent under this Plan.

1.34 *Disclosure Statement* means that certain disclosure statement (including all appendices and schedules thereto) dated November 12, 2008, relating to this Plan.

1.35 *Disputed Claim* means any Claim as to which the Debtors have interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, which objection has not been withdrawn or determined by the Bankruptcy Court pursuant to a Final Order, or any Claim otherwise disputed by the Debtors in accordance with applicable law.

1.36 *Disputed Claim Amount* means with respect to (a) contingent or unliquidated Claims, the amount estimated by the Bankruptcy Court for purposes of distributions in respect of such Claims in accordance with section 502(c) of the Bankruptcy Code; or (b) any Disputed Claim that is not contingent or unliquidated, the amount set forth in a timely Filed proof of claim.

1.37 *Distribution Date* means the date upon which the initial distributions will be made to Holders of Allowed Claims pursuant to Article VI of this Plan.

1.38 *Distribution Record Date* means the Confirmation Date.

1.39 *Effective Date* means the Business Day this Plan becomes effective as provided in Article IX hereof.

1.40 *ESOP* means the employee benefit plan entitled "The Antioch Company Employee Stock Ownership Plan" as amended and restated as of January 1, 2007, and as adopted and maintained by The Antioch Company pursuant to the applicable ESOP Plan Documents.

1.41 *ESOP Notes* means those certain Promissory Note and Loan Agreement Stock Distribution Puts issued by the Company pursuant to Section 12(b) of the ESOP between June 2005 and October 2007 to fund repurchase obligations under the ESOP with respect to certain former employees.

1.42 *ESOP Noteholders* means the holders of the ESOP Notes.

1.43 *ESOP Noteholder Claims* means the Claims of the ESOP Noteholders derived from or based upon the ESOP Notes, which Claims shall be deemed Allowed pursuant to this Plan in the aggregate amount of \$21.3 million.

1.44 *ESOP Participants* means the participants in the ESOP as of the Petition Date.

1.45 *ESOP Plan Documents* means, collectively, (i) the ESOP, (ii) The Antioch Company Employee Stock Ownership Trust Agreement, as amended and restated on September 16, 2006, and (iii) the Equity Holders Agreement entered into and effective as of December 17, 2003 by and among The Antioch Company, the ESOT, and each other holder of any shares of common stock (or any warrants or options therefor) issued by The Antioch Company.

1.46 *ESOT* means The Antioch Company Employee Stock Ownership Trust adopted and maintained by The Antioch Company pursuant to the ESOP Plan Documents.

1.47 *ESOT Allocated Stock* means all capital stock of The Antioch Company held by the ESOT which has been allocated to the accounts of the ESOP Participants pursuant to the ESOP Plan Documents, and includes (i) any options, warrants, or rights, contractual or otherwise, obligating The Antioch Company to issue, transfer, purchase, redeem, or sell any ESOT Allocated Stock, (ii) any Claims for the payment of dividends on shares of the ESOT Allocated Stock, and (iii) any Claims for damages or any other relief arising from the purchase, sale, or other acquisition of the ESOT Allocated Stock (other than the ESOP Notes).

1.48 *ESOT Allocated Stock Interest* means the interest of any ESOP Participant as the beneficial owner of ESOT Allocated Stock.

1.49 *ESOT Trustee* means any trustee appointed to administer the ESOT.

1.50 *Estate(s)* means, individually, the estate of The Antioch Company or any of the Affiliate Debtors created under section 541 of the Bankruptcy Code and collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

1.51 *Exculpated Parties* means (i) the Debtors and the Reorganized Debtors, (ii) the Prepetition Agent, (iii) the Prepetition Secured Lenders, (iv) the DIP Agent, (v) the DIP Lenders, (vi) the Exit Facility Agent, (vii) the Exit Facility Lenders, (viii) the New Secured Term Loan Notes Agent, (ix) the New Secured Term Loan Noteholders, (x) the Creditor/Equityholder Trustee, (xi) the ESOT Trustee, and (xii) with respect to each of the foregoing persons, each of their respective directors, officers, employees, agents, representatives, shareholders, partners, members, attorneys, investment bankers, restructuring consultants and financial advisors in their capacities as such.

1.52 *Exhibit* means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement.

1.53 *Exit Facility Agent* means Bank of America, N.A. in its capacity as administrative agent under the Exit Facility Credit Agreement.

1.54 *Exit Facility Credit Agreement* means that certain Credit Agreement dated as of the Effective Date, by and among Reorganized Antioch as borrower, the Exit Facility Agent, and the Exit Facility Lenders, providing for a first priority secured, revolving credit facility in a principal amount not to exceed \$4 million, with a letter of credit sub-facility in a principal amount not to exceed \$500,000. The Exit Facility Credit Agreement shall be substantially in the form included in the Plan Supplement. All obligations of Reorganized Antioch under the Exit Facility Credit Agreement will be secured by a first priority perfected lien on the Exit Facility Collateral.

1.55 *Exit Facility Collateral* means the collateral securing the obligations of Reorganized Antioch and its subsidiaries under the Exit Facility Documents, the New Secured Term Loan Notes Issuance Agreement, and the New Secured Term Loan Notes, consisting of substantially all of the assets of Reorganized Antioch, each of the other Reorganized Debtors, and certain of the Non-Debtor Affiliates.

1.56 *Exit Facility Documents* has the meaning set forth in Section 5.7 of this Plan.

1.57 *Exit Facility Guaranty* means that certain Subsidiary Guaranty dated as of the Effective Date, made by each of the Reorganized Debtors other than Reorganized Antioch, as guarantors of all obligations of Reorganized Antioch under the Exit Facility Credit Agreement, in favor of the Exit Facility Agent for the benefit of the Exit Facility Lenders. All obligations of the Reorganized Debtors

other than Reorganized Antioch under the Exit Facility Guaranty will be secured by a first priority perfected lien on the Exit Facility Collateral.

1.58 *Exit Facility Lenders* means the lenders party from time to time to the Exit Facility Credit Agreement.

1.59 *File, Filed, or Filing* means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

1.60 *Final Order* means an order of the Bankruptcy Court as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall then be pending or as to which any right to appeal, petition for certiorari, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Debtors or the Reorganized Debtors, or, in the event that an appeal, writ of certiorari or reargument, or rehearing thereof has been sought, such order of the Bankruptcy Court shall have been determined by the highest court to which such order was appealed, or certiorari, reargument or rehearing shall have been denied and the time to take any further appeal, petition for certiorari, or move for reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not preclude such order from being a Final Order.

1.61 *Holder* means an entity holding a Claim or Interest.

1.62 *Impaired* means, when used in reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.63 *Impaired Other Unsecured Claim* means any Claim listed in Exhibit A to this Plan or any Rejection Claim. The Debtors reserve the right to amend Exhibit A at any time prior to the Confirmation Date.

1.64 *Impaired Unsecured Claim* means (i) any Unsecured Noteholder Claim, (ii) any Impaired Other Unsecured Claim, or (iii) any other Claim that is not an Administrative Claim, a DIP Facility Claim, a Non-Tax Priority Claim, an Other Secured Claim, a Prepetition Secured Lender Claim, a Priority Tax Claim, or an Unimpaired Unsecured Claim.

1.65 *Intercompany Claim* means any Claim held by a Debtor against another Debtor or any Claim held by a Non-Debtor Affiliate against a Debtor.

1.66 *Intercompany Interest* means an Interest in a Debtor held by another Debtor or an Interest in a Non-Debtor Affiliate held by a Debtor.

1.67 *Intercreditor Agreement* means that certain Subordination and Intercreditor Agreement dated as of the Effective Date, by and among Reorganized Antioch, the other Reorganized Debtors, the Exit Facility Agent, and the New Secured Term Loan Notes Agent. The Intercreditor Agreement shall be substantially in the form included in the Plan Supplement.

1.68 *Interest* means the legal, equitable, contractual, and other rights of the Holders of ESOT Allocated Stock Interests, Old Equity Interests, and Intercompany Interests, including the rights of any entity to purchase or demand the issuance of any of the foregoing, including (a) conversion, exchange, voting, participation, and dividend rights; (b) liquidation preferences; (c) stock options, warrants, and put rights; and (d) share-appreciation rights.

1.69 *Intermediate Holding Company* means The Antioch Holding Company, Inc., a corporation formed on the Effective Date under the laws of the State of Delaware for the sole purpose of holding 100% of the New Common Member Interests issued pursuant to this Plan.

1.70 *Intermediate Holding Company Stock* means 100% of the capital stock of Intermediate Holding Company issued pursuant to this Plan.

1.71 *Litigation Claims* means the claims, rights of action, suits or proceedings, whether in law or in equity, whether known or unknown, that any Debtor or Estate may hold against any person, including all Avoidance Actions but excluding all claims, rights of action, suits or proceedings that are released, waived or extinguished by the Debtors either pursuant to this Plan or a Final Order.

1.72 *Management Incentive Plan* means an incentive plan, in substantially the form to be included in the Plan Supplement, pursuant to which certain members of Reorganized Antioch's management team will be eligible to receive cash bonus awards after the Effective Date.

1.73 *New Common Member Interests* means the new class of common member interests of Reorganized Antioch to be distributed on the Effective Date pursuant to Section 5.6 of this Plan and the New Limited Liability Company Operating Agreement.

1.74 *New Limited Liability Company Operating Agreement* means the Limited Liability Company Operating Agreement, to be dated as of the Effective Date, among Reorganized Antioch and each of the persons party thereto. The New Limited Liability Company Operating Agreement shall be substantially in the form included in the Plan Supplement.

1.75 *New Preferred Member Interests* means the new class of preferred member interests of Reorganized Antioch to be distributed on the Effective Date pursuant to Section 5.6 of this Plan and the New Limited Liability Company Operating Agreement. The material terms of the New Preferred Member Interests are described in the Disclosure Statement.

1.76 *New Secured Term Loan Noteholders* means each of the recipients of the New Secured Term Loan Notes under this Plan.

1.77 *New Secured Term Loan Notes* means the new term loan promissory notes in the aggregate principal amount of \$30.0 million to be issued by Reorganized Antioch on the Effective Date pursuant to the New Secured Term Loan Notes Issuance Agreement. All obligations of Reorganized Antioch under the New Secured Term Loan Notes Issuance Agreement and the New Secured Term Loan Notes will be secured by a second priority perfected lien on the Exit Facility Collateral. The form of New Secured Term Loan Note shall be attached as an exhibit to the New Secured Term Loan Notes Issuance Agreement and shall be substantially in the form included in the Plan Supplement.

1.78 *New Secured Term Loan Notes Agent* means Bank of America, N.A. in its capacity as administrative agent under the New Secured Term Loan Notes Issuance Agreement.

1.79 *New Secured Term Loan Notes Documents* has the meaning set forth in Section 5.8 of this Plan.

1.80 *New Secured Term Loan Notes Guaranty* means that certain Subsidiary Guaranty dated as of the Effective Date, made by each of the Reorganized Debtors other than Reorganized Antioch, as guarantors of all obligations of Reorganized Antioch under the New Secured Term Loan Notes Issuance Agreement and the New Secured Term Loan Notes, in favor of the New Secured Term Loan Notes Agent for the benefit of the New Secured Term Loan Noteholders. All obligations of Reorganized Debtors under the New Secured Term Loan Notes Guaranty will be secured by a second priority perfected lien on the Exit Facility Collateral.

1.81 *New Secured Term Loan Notes Issuance Agreement* means the agreement governing the New Secured Term Loan Notes, to be entered into among Reorganized Antioch as issuer, the New Secured Term Loan Notes Agent, and the New Secured Term Loan Noteholders. The New Secured Term Loan Notes Issuance Agreement shall be substantially in the form included in the Plan Supplement.

1.82 *Non-Debtor Affiliate* means, individually or collectively, each direct or indirect subsidiary of The Antioch Company that is not a Debtor in the Chapter 11 Cases.

1.83 *Non-Tax Priority Claims* means all Claims entitled to priority under section 507(a) of the Bankruptcy Code, other than Administrative Expense Claims and Priority Tax Claims.

1.84 *Old Equity Interest* means the interest of any Holder of equity securities or other ownership interests in The Antioch Company other than the ESOT Allocated Stock, including (i) any issued and outstanding shares of common, preferred or convertible preferred stock, or other equity instrument evidencing a present ownership interest in The Antioch Company, other than the ESOT Allocated Stock, (ii) any options, warrants, or rights, contractual or otherwise, obligating The Antioch Company to issue, transfer, purchase, redeem, or sell any equity securities or other ownership rights other than the ESOT Allocated Stock, (iii) any Claims for damages arising from the purchase, sale or other acquisition of any equity security or other ownership interests of The Antioch Company other than the ESOT Allocated Stock, and (iv) any Claims for the payment of dividends on any shares of common stock or other equity securities of The Antioch Company other than the ESOT Allocated Stock.

1.85 *Other Secured Claim* means a Claim (other than a Prepetition Secured Lender Claim or a DIP Facility Claim) that is secured by a lien on property in which a Debtor's Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder's interest in the applicable 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, in the case of the setoff, pursuant to section 553 of the Bankruptcy Code.

1.86 *Petition Date* means November 13, 2008, the date on which the Debtors filed their petitions for relief commencing the Chapter 11 Cases.

1.87 *Plan* means this chapter 11 plan of reorganization, including the Exhibits and Plan Schedules and all supplements, appendices, and schedules thereto, either in its present form or as the same may be altered, amended, or modified from time to time.

1.88 *Plan Schedule* means any schedule annexed to either this Plan or as an appendix to the Disclosure Statement.

1.89 *Plan Supplement* means a supplement to this Plan in form and substance satisfactory to the Debtors and the Prepetition Secured Lenders, which shall be filed with the Bankruptcy Court not later than ten (10) days prior to the Confirmation Hearing for the purposes specified in this Plan.

1.90 *Prepetition Agent* means Bank of America, N.A., successor to LaSalle Bank, National Association, in its capacity as administrative agent under the Prepetition Secured Credit Agreement.

1.91 *Prepetition Secured Credit Agreement* means that certain Credit Agreement dated as of April 17, 2007, as amended, modified or supplemented from time to time, by and among The Antioch Company as borrower, the Prepetition Agent, and the Prepetition Secured Lenders.

1.92 *Prepetition Secured Credit Documents* means, collectively, the Prepetition Secured Credit Agreement and all other agreements, instruments, notes, guaranties and other documents executed in connection therewith, including, without limitation, the Prepetition Secured Credit Guaranty and all collateral and security documents executed by the Debtors and certain Non-Debtor Affiliates in favor of the Prepetition Agent and the Prepetition Secured Lenders.

1.93 *Prepetition Secured Credit Guaranty* means that certain Subsidiary Guaranty dated as of April 17, 2007, as amended, modified or supplemented from time to time, made by each of the

Affiliate Debtors and certain of their non-debtor Affiliates, as guarantors of all Prepetition Secured Obligations, in favor of the Prepetition Agent for the benefit of the Prepetition Secured Lenders.

1.94 *Prepetition Secured Lender Claims* means the aggregate amount of the Prepetition Secured Obligations jointly and severally owing by each of the Debtors under the Prepetition Secured Credit Agreement and the other Prepetition Secured Credit Documents as of the Effective Date, including (i) all principal obligations owing under the Prepetition Secured Credit Agreement, (ii) all accrued and unpaid interest owing under the Prepetition Secured Credit Agreement, (iii) all accrued and unpaid fees and expenses (including, without limitation, professional fees and expenses of the Prepetition Agent) that are chargeable or reimbursable under the Prepetition Secured Credit Documents, and (iv) all other fees, charges and expenses that are chargeable or reimbursable under the Prepetition Secured Credit Documents, in each case to the maximum extent allowable under section 506(b) of the Bankruptcy Code. The Prepetition Secured Lender Claims shall be deemed Allowed pursuant to this Plan.

1.95 *Prepetition Secured Lenders* means the lenders party to the Prepetition Secured Credit Agreement.

1.96 *Prepetition Secured Obligations* means all obligations of the Debtors arising under the Prepetition Secured Credit Agreement or any other Prepetition Secured Credit Document, including all loans, advances, debts, liabilities, fees, charges, expenses and obligations for the performance of covenants, tasks or duties, or for the payment of monetary amounts owing to the Prepetition Agent or the Prepetition Secured Lenders, of any kind or nature, whether or not evidenced by any note, agreement or other instrument, and whether arising by reason of an extension of credit, loan, foreign exchange risk, guaranty, indemnification, or in any other manner.

1.97 *Priority Tax Claim* means a Claim of a governmental unit of the kind entitled to priority under section 507(a)(8) of the Bankruptcy Code.

1.98 *Professional* means (a) any professional employed in the Chapter 11 Cases pursuant to section 327 or 1103 of the Bankruptcy Code or otherwise and (b) any professional or other entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code, but shall not include any professionals employed by the Prepetition Agent.

1.99 *Professional Fees* means an Administrative Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses or other charges, and expenses incurred after the Petition Date and prior to and including the Effective Date.

1.100 *Reinstated or Reinstatement* means (a) leaving unaltered the legal, equitable and contractual rights to which a Claim or Interest entitles the Holder of such Claim or Interest so as to leave such Claim or Interest unimpaired, within the meaning of section 1124 of the Bankruptcy Code, or (b) notwithstanding any contractual provision or applicable law that entitles the Holder of such Claim to demand or receive accelerated payment of such after the occurrence of a default (i) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code; (ii) reinstating the maturity of such Claim as such maturity existed before such default; (iii) compensating the Holder of such Claim for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; and (iv) not otherwise altering the legal, equitable or contractual rights to which such Claim or Interest entitles the Holder of such Claim or Interest; provided, however, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, and affirmative covenants regarding corporate existence, prohibiting certain transactions or actions contemplated by the Plan, or conditioning such transactions or actions on certain factors, shall not be required to be reinstated in order to accomplish Reinstatement.

1.101 Rejection Claim Amount means the amount of an Allowed Claim held by either (i) a landlord with respect to each rejected non-residential real property lease or (ii) a party to each rejected executory contract, in each case as set forth in Plan Schedule 7.2.

1.102 Rejection Claims means, collectively, all Allowed Claims held by either (i) the landlords with respect to the rejected non-residential real property lease or (ii) the parties to each rejected executory contract, in each case as set forth in Plan Schedule 7.2. The Debtors reserve the right to amend Plan Schedule 7.2 at any time prior to the Confirmation Date.

1.103 Released Parties means (i) the Debtors and the Reorganized Debtors, (ii) the Prepetition Agent, (iii) the Prepetition Secured Lenders, (iv) the DIP Agent, (v) the DIP Lenders, (vi) the Exit Facility Agent, (vii) the Exit Facility Lenders, (viii) the New Secured Term Loan Notes Agent, (ix) the New Secured Term Loan Noteholders, (x) the Creditor/Equityholder Trustee, (xi) the ESOT Trustee, and (xii) with respect to each of the foregoing persons, each of their respective directors, officers, employees, agents, representatives, shareholders, partners, members, attorneys, investment bankers, restructuring consultants and financial advisors in their capacities as such.

1.104 Reorganized Antioch means The Antioch Company, LLC, a new limited liability company organized under the laws of the State of Delaware, into which The Antioch Company will be merged on or prior to the Effective Date pursuant to Section 5.2(b) of this Plan.

1.105 Reorganized Debtors means the Debtors or any successors thereto by merger, consolidation, or otherwise, on and after the Effective Date, after giving effect to the transactions occurring on the Effective Date.

1.106 Restructuring Transactions has the meaning ascribed thereto in Section 5.2 of this Plan.

1.107 Schedules means, with respect to any Debtor, the schedules of assets and liabilities filed by such Debtor with the Bankruptcy Court pursuant to Bankruptcy Rule 1007, as such schedules have been or may be amended or supplemented by the Debtors from time to time.

1.108 Securities Act means the Securities Act of 1933, 15 U.S.C. §§ 77c-77aa, as now in effect or hereafter amended.

1.109 Subordinated Noteholder Claims means the Claims of the Subordinated Noteholders derived from and based upon on Subordinated Notes. The Subordinated Noteholder Claims shall be deemed Allowed pursuant to this Plan in the aggregate amount of \$56.2 million.

1.110 Subordinated Noteholders means the holders of the Subordinated Notes.

1.111 Subordinated Notes means those certain subordinated promissory notes issued by The Antioch Company on December 16, 2003, June 20, 2005, October 10, 2005, and December 31, 2006.

1.112 Substantive Consolidation Order means the order, or provision of the Confirmation Order, substantively consolidating the Chapter 11 Cases for certain purposes, as provided in Section 5.1 of this Plan.

1.113 Unimpaired Claim means a Claim that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

1.114 Unimpaired Unsecured Claim means (i) a Claim against any of the Debtors held by any person or entity that is expected to continue providing goods or services to the Reorganized Debtors after the Effective Date, (ii) a Claim against any of the Debtors that the Bankruptcy Court has

authorized the Debtors to pay pursuant to a Final Order, (iii) an Intercompany Claim, or (iv) any indemnification obligation of the Debtors or the Reorganized Debtors under Section 7.5 of this Plan.

1.115 *Unsecured Noteholder Claims* means the ESOP Noteholder Claims and the Subordinated Noteholder Claims.

Rules of Interpretation and Computation of Time. For purposes of this Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) unless otherwise provided in this Plan, any reference in this Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; (c) any reference in this Plan to an existing document or schedule Filed or to be Filed means such document or schedule, as it may have been or may be amended, modified, or supplemented pursuant to this Plan; (d) any reference to an entity as a Holder of a Claim or Interest includes that entity's successors and assigns; (e) all references in this Plan to Sections, Articles, and Schedules are references to Sections, Articles, and Schedules of or to this Plan; (f) the words "herein," "hereunder," and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (h) subject to the provisions of any contract, certificates of formation, limited liability operating agreement, instrument, release, or other agreement or document entered into in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and Bankruptcy Rules; (i) the rules of construction set forth in section 102 of the Bankruptcy Code will apply; and (j) in computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) will apply.

Exhibits, Plan Schedules and Plan Supplement. All Exhibits and Plan Schedules, as well as the Plan Supplement, are incorporated into and are a part of this Plan as if set forth in full herein, and, to the extent not annexed hereto, such Exhibits, Plan Schedules and Plan Supplement shall be timely filed with the Bankruptcy Court in accordance with this Plan. Holders of Claims and Interests may obtain a copy of the filed Exhibits, Plan Schedules and Plan Supplement upon written request to the Debtors. Upon their filing, the Exhibits, Plan Schedules and Plan Supplement may be inspected in the office of the clerk of the Bankruptcy Court or its designee during normal business hours. The documents contained in the Exhibits, Plan Schedules and Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Confirmation Order.

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS

All Claims and Interests, except Administrative Claims, DIP Facility Claims, and Priority Tax Claims, are placed in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facility Claims, and Priority Tax Claims, as described below, have not been classified.

This Plan constitutes a single plan of reorganization for all Debtors. A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim or Interest is also placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and such Claim or Interest has not been paid, released, or otherwise settled prior to the Effective Date.

2.1 *Unclassified Claims* (not entitled to vote on the Plan).

(a) Administrative Claims.

(b) DIP Facility Claims.

(c) Priority Tax Claims.

2.2 Unimpaired Classes of Claims (deemed to have accepted the Plan and, therefore, not entitled to vote on the Plan).

(a) *Class 1: Non-Tax Priority Claims.* Class 1 consists of all Non-Tax Priority Claims.

(b) *Class 2: Other Secured Claims.* Class 2 consists of all Other Secured Claims.

(c) *Class 3: Unimpaired Unsecured Claims.* Class 3 consists of all Unimpaired Unsecured Claims.

2.3 Impaired Classes of Claims (Class 4 is entitled to vote on the Plan. Class 5 shall be deemed to have rejected the Plan and is therefore not entitled to vote on the Plan).

(a) *Class 4: Prepetition Secured Lender Claims.* Class 4 consists of all Prepetition Secured Lender Claims.

(b) *Class 5: Impaired Unsecured Claims.* Class 5 consists of all Impaired Unsecured Claims.

2.4 Unimpaired Class of Interests (deemed to have accepted the Plan and, therefore, not entitled to vote on the Plan).

Class 6: Intercompany Interests. Class 6 consists of all Intercompany Interests.

2.5 Impaired Classes of Interests (deemed to have rejected the Plan and, therefore, not entitled to vote on the Plan).

(a) *Class 7: ESOT Allocated Stock Interests.* Class 7 consists of all ESOT Allocated Stock Interests.

(b) *Class 8: Old Equity Interests.* Class 8 consists of all Old Equity Interests.

ARTICLE III

TREATMENT OF CLAIMS AND INTERESTS

3.1 *Unclassified Claims.*

(a) *Administrative Claims.* Subject to the provisions of sections 330(a), 331, and 503(b) of the Bankruptcy Code, each Allowed Administrative Claim shall be paid by the Debtors or the Reorganized Debtors, as the case may be, in full, in Cash, upon the later of (i) the Effective Date, (ii) the due date thereof in accordance with its terms, (iii) the date upon which such Administrative Claim becomes an Allowed Claim, (iv) in respect of liabilities incurred in the ordinary course of business, the date upon which such liabilities are payable in the ordinary course of such Debtor's business, consistent with past practices or (v) such other date as may be agreed upon between the Holder of such Allowed Administrative Claim and the Debtor or the Reorganized Debtors, as the case may be.

(b) *DIP Facility Claims.* On the Effective Date, the DIP Facility Claims shall be paid in full in Cash.

(c) *Priority Tax Claims.* Unless the Holder of such Claim and the applicable Debtor (with the consent of the Prepetition Agent) agree to a different treatment, on the Effective Date, each Holder of an Allowed Priority Tax Claim shall have its Claim Reinstated.

3.2 *Unimpaired Classes of Claims.*

(a) *Class 1: Non-Tax Priority Claims.* Unless the Holder of such Claim and the applicable Debtor (with the consent of the Prepetition Agent) agree to a different treatment, on the Effective Date, each Holder of an Allowed Non-Tax Priority Claim shall have its Claim Reinstated.

(b) *Class 2: Other Secured Claims.* Unless the Holder of such Claim and the applicable Debtor (with the consent of the Prepetition Agent) agree to a different treatment, on the Effective Date, each Holder of an Allowed Other Secured Claim shall have its Claim Reinstated.

(c) *Class 3: Unimpaired Unsecured Claims.* Unless the Holder of such Claim and the applicable Debtor (with the consent of the Prepetition Agent) agree to a different treatment, on the Effective Date, each Holder of an Allowed Unimpaired Unsecured Claim shall have its Claim Reinstated.

3.3 *Impaired Classes of Claims.*

(a) *Class 4: Prepetition Secured Lender Claims.* The Prepetition Secured Lender Claims shall be deemed Allowed on the Effective Date in the aggregate principal amount of \$40,811,000, plus (i) all accrued and unpaid interest owing under the Prepetition Secured Credit Agreement, (ii) all accrued and unpaid fees and expenses that are chargeable or reimbursable under the Prepetition Secured Credit Documents, including the professional fees and expenses of the Prepetition Agent, and (iii) all undrawn letters of credit issued under the Prepetition Secured Credit Agreement and all unpaid letter of credit fees thereon. On the Effective Date, each Holder of an Allowed Prepetition Secured Lender Claim shall receive its pro rata share of (a) the New Secured Term Loan Notes and (b) the New Preferred Member Interests. In addition, (x) the unpaid fees and expenses of attorneys and financial advisors retained by the Prepetition Agent (including any unpaid fees and expenses of such attorneys and financial advisors that were incurred prior to the Petition Date) shall be paid in full in cash on the Effective Date, (y) the Holders of Allowed Prepetition Secured Lender Claims shall be entitled to retain all payments of Prepetition Secured Obligations made by the Debtors prior to the Effective Date, and (z) on or as soon as practicable after the Effective Date, each letter of credit issued under the Prepetition Secured Credit Agreement shall be (1) returned to the issuer undrawn and marked canceled and (2) replaced with a new letter of credit issued under either the Exit Facility Credit Agreement or the New Secured Term Loan Notes Issuance Agreement.

By voting as a Class to accept the Plan, the Prepetition Secured Lenders have consented to and authorized a transfer out of the proceeds of the collateral securing the Prepetition Secured Lender Claims of: (a) 100% of the New Common Member Interests to the Intermediate Holding Company, which shall be 100% owned by the Creditor/Equityholder Trust; (b) 80% of the Creditor/Equityholder Trust Interests to the Holders of Allowed Impaired Unsecured Claims who timely submit Class 5 Release Forms; and (c) 20% of the Creditor/Equityholder Trust Interests to the Holders of ESOT Allocated Stock Interests who timely submit Class 7 Release Forms.

(b) *Class 5: Impaired Unsecured Claims.* The Holders of Impaired Unsecured Claims, as a Class, shall not receive or retain any property on account of such Impaired Unsecured Claims under this Plan and are therefore conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. On the Effective Date, however, each Holder of an Allowed Impaired Unsecured Claim that has timely submitted an executed Class 5 Release Form in accordance with Section 5.12 of this Plan shall receive, in consideration for the releases and other consideration set forth in

the Class 5 Release Form, its pro rata share of 80% of the Creditor/Equityholder Trust Interests equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Impaired Unsecured Claim bears to the aggregate amount of all Allowed Impaired Unsecured Claims whose Holders timely submit executed Class 5 Release Forms in accordance with Section 5.12 of this Plan. Holders of Allowed Impaired Unsecured Claims that fail to timely submit an executed Class 5 Release Form in accordance with Section 5.12 of this Plan shall not receive any Creditor/Equityholder Trust Interests.

3.4 Unimpaired Class of Interests. Class 6: Intercompany Interests. On the Effective Date, the common stock and membership interests of each of the Reorganized Debtors (other than Reorganized Antioch) and each of the Non-Debtor Affiliates shall be Reinstated in consideration for Reorganized Antioch's agreement to provide management services to such Reorganized Debtors and Non-Debtor Affiliates from and after the Effective Date.

3.5 Impaired Classes of Interests.

(a) Class 7: ESOT Allocated Stock Interests. The Holders of ESOT Allocated Stock Interests, as a Class, shall not receive or retain any property on account of such ESOT Allocated Stock Interests under this Plan and are therefore conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. However, each Holder of an Allowed ESOT Allocated Stock Interest that has timely submitted an executed Class 7 Release Form in accordance with Section 5.12 of this Plan shall receive, in consideration for the releases and other consideration set forth in the Class 7 Release Form, its pro rata share of 20% of the Creditor/Equityholder Trust Interests equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed ESOT Allocated Stock Interest bears to the aggregate amount of all Allowed ESOT Allocated Stock Interests whose Holders timely submit executed Class 7 Release Forms in accordance with Section 5.12 of this Plan. Holders of Allowed ESOT Allocated Stock Interests that fail to timely submit an executed Class 7 Equity Release Form in accordance with Section 5.12 of this Plan shall not receive any Creditor/Equityholder Trust Interests.

(b) Class 8: Old Equity Interests. On the Effective Date, all Old Equity Interests shall be deemed cancelled and the Holders of Old Equity Interests shall not receive or retain any property under this Plan on account of such Old Equity Interests and are therefore conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

3.6 Special Provision Regarding Unimpaired Claims. Except as otherwise explicitly provided in this Plan, nothing shall affect the Debtors' or the Reorganized Debtors' rights and defenses, both legal and equitable, with respect to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses to setoffs or recoupments against Unimpaired Claims.

ARTICLE IV

ACCEPTANCE OR REJECTION OF THE PLAN

4.1 Impaired Classes of Claims Entitled to Vote. Only the Holders of Prepetition Secured Claims are entitled to vote as a class to accept or reject this Plan.

4.2 Acceptance by an Impaired Class. In accordance with section 1126(c) of the Bankruptcy Code and except as provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted this Plan if this Plan is accepted by the Holders of at least two-thirds ($\frac{2}{3}$) in dollar amount and more than one-half ($\frac{1}{2}$) in number of the Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan.

4.3 Presumed Acceptances by Unimpaired Classes. Classes 1, 2, 3 and 6 are Unimpaired by this Plan. Under section 1126(f) of the Bankruptcy Code, Holders of such Claims or Interests are conclusively presumed to have accepted this Plan, and the votes of the Holders of such Claims or Interests will not be solicited.

4.4 *Classes Deemed to Reject Plan.* Classes 5, 7, and 8 are deemed to have rejected the Plan, and the Holders of Claims and Interests in Classes 5, 7, and 8 will therefore not be entitled to vote to accept or reject the Plan.

ARTICLE V

MEANS FOR IMPLEMENTATION OF THE PLAN

5.1 *Substantive Consolidation for Purposes of Treating Impaired Claims.*

(a) *Substantive Consolidation.* This Plan contemplates and is predicated upon entry of an order substantively consolidating the Debtors solely for the purposes of this Plan, that is, for voting, confirmation, and distribution purposes. This Plan does not contemplate the substantive consolidation of the Debtors for any other purpose. On the Effective Date, (i) all guaranties of any Debtor of the payment, performance, or collection of another Debtor shall be deemed eliminated and cancelled, (ii) any obligation of any Debtor and all guarantees executed by one (1) or more of the other Debtors shall be treated as a single obligation and any obligation of two (2) or more Debtors, and all multiple Impaired Claims against such entities on account of such joint obligations shall be treated and Allowed only as a single Impaired Claim against the consolidated Debtors, and (iii) each Claim filed or to be filed against any Debtor shall be deemed filed against the consolidated Debtors and shall be deemed a single Claim against a single obligation of the consolidated Debtors. On the Effective Date, and in accordance with the terms of this Plan and the consolidation of the assets and liabilities of the Debtors, all Claims based upon guarantees of collection, payment, or performance made by the Debtors as to the obligations of another Debtor shall be released and of no further force and effect. Except as set forth in this Section 5.1, such substantive consolidation shall not (other than for purposes related to this Plan) (i) affect the legal and corporate structures of the Reorganized Debtors, subject to the right of the Reorganized Debtors or Reorganized Antioch to effect Restructuring Transactions as provided in Section 5.2 of this Plan, (ii) cause any Debtor to be liable for any Impaired Claim or Unimpaired Claim under this Plan for which it otherwise is not liable, and the liability for any such Claim shall not be affected by such substantive consolidation, (iii) affect Claims of Debtors against Debtors, (iv) affect Interests in Affiliate Debtors, (v) affect any obligations under any leases or contracts assumed in this Plan or otherwise subsequent to the filing of the Chapter 11 Cases, or (vi) affect any obligations to pay quarterly fees to the United States Trustee. On the Effective Date, except as otherwise expressly provided for in this Plan, the Intercompany Interests shall be Reinstated.

(b) *Substantive Consolidation Order.* Unless the Bankruptcy Court has approved the substantive consolidation of the Chapter 11 Cases by a prior order, this Plan shall serve as, and shall be deemed to be, a motion for entry of an order substantively consolidating the Debtors as provided in Section 5.1 hereof. If no objection to substantive consolidation is timely filed and served by any Holder of an Impaired Claim affected by this Plan as provided herein on or before the deadline for objection to confirmation of this Plan, the Substantive Consolidation Order (which may be the Confirmation Order) may be entered by the Bankruptcy Court. If any such objections are timely filed and served, a hearing with respect to the substantive consolidation of the Chapter 11 Cases and the objections thereto shall be scheduled by the Bankruptcy Court, which hearing may, but is not required to, coincide with the Confirmation Hearing.

5.2 *Transactions Authorized Under the Plan*

(a) *General.* On and after the Effective Date, subject to the terms and conditions of the New Limited Liability Company Operating Agreement, the Exit Facility Credit Agreement, the New Secured Term Loan Notes Issuance Agreement, and the New Secured Term Loan Notes, the applicable Debtors and Reorganized Debtors shall be authorized to enter into such transactions and may take such actions as may be necessary or appropriate to effect a corporate restructuring of their respective businesses, to otherwise simplify the overall corporate structure of the Reorganized Debtors, to reincorporate certain of the Affiliate Debtors under the laws of jurisdictions other than the laws of the jurisdictions in which the applicable Affiliate Debtors are presently incorporated, or to effect the conversion of certain Debtors into limited liability companies. Such restructuring may include one or more mergers, consolidations, conversions, restructurings, dispositions, liquidations, or dissolutions, as the Debtors or the

Reorganized Debtors may determine to be necessary or appropriate (collectively, the "Restructuring Transactions"). The actions to effect the Restructuring Transactions may include (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, conversion, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of the Plan and having such other terms to which the applicable entities may agree; (iii) the filing of appropriate certificates or articles of merger, consolidation, conversion, or dissolution pursuant to applicable state law including, without limitation, any documents necessary to effect the conversion of one or more Debtors into limited liability companies; and (iv) all other actions that the applicable entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions. The Restructuring Transactions may include one or more mergers, consolidations, conversions, restructurings, dispositions, liquidations, or dissolutions, as may be determined by the Reorganized Debtors to be necessary or appropriate to result in substantially all of the respective assets, properties, rights, liabilities, duties, and obligations of certain of the Reorganized Debtors vesting in one or more surviving, resulting, or acquiring entities or continuing in one or more converted entities. In each case in which the surviving, resulting, or acquiring entity in any such transaction is a successor to a Reorganized Debtor, such surviving, resulting, or acquiring corporation will perform the obligations of the applicable Reorganized Debtor pursuant to the Plan to pay or otherwise satisfy the Allowed Claims against such Reorganized Debtor, except as provided in any contract, instrument, or other agreement or document effecting a disposition to such surviving, resulting, or acquiring corporation, which may provide that another Reorganized Debtor will perform such obligations.

(b) *Reorganized Antioch.* Without limiting the generality of Section 5.2(a), prior to the Effective Date, The Antioch Company shall (i) organize Reorganized Antioch as a limited liability company under the laws of the State of Delaware and a wholly-owned subsidiary of The Antioch Company and (ii) contribute all of its assets, and assign all Priority Tax Claims, Non-Priority Tax Claims, Other Secured Claims, and Unimpaired Unsecured Claims, to Reorganized Antioch in exchange for the New Common Member Interests and the New Preferred Member Interests. On the Effective Date, The Antioch Company shall merge with and into Reorganized Antioch, with Reorganized Antioch surviving the merger. Prior to the merger of The Antioch Company and Reorganized Antioch, the Antioch Company shall distribute the New Common Member Interests and the New Preferred Member Interests in accordance with Section 5.6 of this Plan.

(c) *Intermediate Holding Company.* Without limiting the generality of Section 5.2(a), on or prior to the Effective Date, the Debtors shall form the Intermediate Holding Company. On the Effective Date, the Intermediate Holding Company Stock shall be issued to the Creditor/Equityholder Trust pursuant to Section 5.12(b) of this Plan.

5.3 *Continued Corporate Existence and Vesting of Assets in the Reorganized Debtors.* From and after the Effective Date, the Reorganized Debtors shall continue to exist as separate corporations or limited liability companies in accordance with the applicable law in the respective jurisdictions in which they are incorporated or otherwise organized, and pursuant to their respective certificates of incorporation, by-laws, articles of formation, operating agreements, and other organizational documents in effect prior to the Effective Date, except to the extent such certificates of incorporation, by-laws, articles of formation, operating agreements, and other organizational documents are amended, modified, or replaced pursuant to this Plan. Except as otherwise provided in this Plan, on and after the Effective Date, all property of the Debtors' Estates, including all claims, rights, and causes of action and any property acquired by the Debtors under or in connection with this Plan, shall vest in the Reorganized Debtors free and clear of all Claims, liens, charges, other encumbrances, and Interests, subject to the Restructuring Transactions defined in Section 5.2 of this Plan. On and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property and compromise or settle any Claims without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors

may pay the charges that they incur on or after the Effective Date for professionals' fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

5.4 Corporate Governance, Directors, Officers, and Corporate Action.

(a) *New Limited Liability Company Operating Agreement.* On or prior to the Effective Date, the New Limited Liability Company Operating Agreement of Reorganized Antioch shall become effective. The New Limited Liability Company Operating Agreement shall, among other things, authorize the issuance and distribution of New Common Member Interests and New Preferred Member Interests as contemplated by this Plan. In addition, on the Effective Date, the certificates of incorporation, by-laws, articles of formation, operating agreements, and other organizational documents of the Affiliate Debtors shall be amended, modified or replaced as necessary to satisfy the provisions of this Plan and the Bankruptcy Code. After the Effective Date, the Reorganized Debtors may amend and restate their certificates or articles of incorporation and by-laws as permitted by applicable law.

(b) *Directors and Officers of the Reorganized Debtors.* Subject to any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, as of the Effective Date, the initial directors and officers of Reorganized Antioch shall be the persons identified in the Plan Supplement. The board of directors of Reorganized Antioch shall have five (5) members. The Holders of a majority of the Prepetition Secured Lender Claims shall designate three (3) directors prior to the Effective Date. After the Effective Date, the Intermediate Holding Company, as the Holder of a majority of the New Common Member Interests, shall designate two (2) directors, each of whom shall be independent and shall be otherwise acceptable to the holders of a majority of the New Preferred Member Interests. Reorganized Antioch shall be the 100% owner and sole manager of each of the Reorganized Debtors other than Reorganized Antioch. Pursuant to section 1129(a)(5), the Debtors will disclose in the Plan Supplement the identity and affiliations of any person designated by the Prepetition Secured Lenders to serve on the initial board of directors of Reorganized Antioch, and, to the extent such person is an insider other than by virtue of being a director, the nature of any compensation for such person. Each such director shall serve from and after the Effective Date pursuant to the terms of the New Limited Liability Company Operating Agreement, any other applicable constituent documents of the Reorganized Debtors, and applicable law. Each member of the board of directors of each of the Debtors shall be deemed to have resigned on the Effective Date.

(c) *Corporate Action.* On the Effective Date, the adoption of the New Limited Liability Company Operating Agreement, the selection of directors and officers for the Reorganized Debtors, and all other actions contemplated by this Plan shall be authorized and approved in all respects (subject to the provisions of this Plan). All matters provided for in this Plan involving the corporate or limited liability company structure of the Debtors or the Reorganized Debtors, and any corporate or limited liability company action required by the Debtors or the Reorganized Debtors in connection with this Plan, shall be deemed to have timely occurred in accordance with applicable law and shall be in effect, without any requirement of further action by the security holders or directors of the Debtors or the Reorganized Debtors. On the Effective Date, the appropriate officers of the Reorganized Debtors shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by this Plan in the name of and on behalf of the Reorganized Debtors.

5.5 Cancellation of Notes, Instruments, Debentures, Preferred Stock and Common Stock. On the Effective Date, except as otherwise provided for herein, (a) the Prepetition Secured Credit Documents, ESOP Notes, Subordinated Notes, ESOT Allocated Stock Interests, ESOP Plan Documents, Old Equity Interests, and any other notes, bonds (with the exception of surety bonds outstanding), indentures, or other instruments or documents evidencing or creating any indebtedness or obligations of a Debtor that are Impaired under this Plan shall be cancelled, and (b) the obligations of the Debtors under any agreements, indentures, or certificates of designation governing the Prepetition Secured Lender Claims, Impaired Unsecured Claims, ESOT Allocated Stock Interests, the ESOP, Old Equity Interests, and any other Claims or any notes, bonds, indentures, or other instruments or documents evidencing or creating any Claims against a Debtor that are Impaired under this Plan shall be discharged. As of the Effective Date, all ESOT Allocated Stock Interests and Old Equity Interests that have been

authorized to be issued but that have not been issued shall be deemed cancelled and extinguished without any further action of any party.

5.6 Issuance and Distribution of New Securities and Related Matters.

(a) Issuance and Distribution of New Securities. On the Effective Date, (i) The Antioch Company shall distribute (subject to Section 5.6(b) of this Plan) the New Common Member Interests and the New Preferred Member Interests without the need for further approval under any applicable law, regulation, order, or rule, (ii) the Reorganized Debtors shall issue or distribute all other instruments, certificates and other documents, including the New Secured Term Loans Notes, required to be issued or distributed by the Reorganized Debtors pursuant to this Plan without the need for further approval under any applicable law, regulation, order, or rule and (iii) the Intermediate Holding Company shall issue the Intermediate Holding Company Stock without the need for further approval under any applicable law, regulation, order, or rule. The issuance of the New Common Member Interests, the New Preferred Member Interests, the New Secured Term Loan Notes, and the Intermediate Holding Company Stock, and the distribution thereof under this Plan, shall be exempt from registration under applicable securities laws pursuant to Section 1145(a) of the Bankruptcy Code and, with respect to the New Secured Term Loan Notes, Section 4(2) of the Securities Act. Without limiting the effect of Section 1145 of the Bankruptcy Code, all documents, agreements, and instruments entered into on or as of the Effective Date contemplated by or in furtherance of this Plan, including, without limitation, the Exit Facility Credit Agreement, the New Secured Term Loan Notes Issuance Agreement, the New Secured Term Loan Notes, the New Limited Liability Company Operating Agreement, and any other agreement entered into in connection with the foregoing, shall become effective and binding in accordance with their respective terms and conditions upon the parties thereto.

(b) Execution and Delivery of the New Limited Liability Company Operating Agreement and Distribution of the New Common Member Interests and New Preferred Member Interests. The Antioch Company shall distribute the New Common Member Interests to the Intermediate Holding Company following (but only upon) the execution and delivery to Reorganized Antioch of the New Limited Liability Company Operating Agreement by the Intermediate Holding Company. The Antioch Company shall distribute the New Preferred Member Interests to the Holders of Prepetition Secured Lender Claims following (but only upon) the execution and delivery to Reorganized Antioch of the New Limited Liability Company Operating Agreement by each Holder of a Prepetition Secured Lender Claim. During the period after the Effective Date, pending distribution of the New Common Member Interests and the New Preferred Member Interests pursuant to the terms of this Plan, the parties entitled to receive the New Common Member Interests and the New Preferred Member Interests shall be bound by, have the benefit of and be entitled to enforce the terms and conditions of, the New Limited Liability Company Operating Agreement and shall be entitled to vote, receive any dividends or other distributions payable in respect of such parties' New Common Member Interests or New Preferred Member Interests (including receiving any proceeds of any transfer of such New Common Member Interests or New Preferred Member Interests), and to exercise all other rights in respect of the New Common Member Interests or New Preferred Member Interests (so that such party shall be deemed for tax purposes to be the owner of the New Common Member Interests or New Preferred Member Interests issued in the name of such party).

5.7 Exit Financing. On the Effective Date, without any requirement of further action by security holders or directors of the Debtors or Reorganized Debtors, the Reorganized Debtors shall be authorized and directed to (i) execute and deliver the Exit Facility Credit Agreement, the Exit Facility Guaranty, the Intercreditor Agreement, and all mortgages, security documents and other related agreements, documents or instruments to be executed or delivered in connection therewith, including, without limitation, any documents required in connection with creation or perfection of the liens on the Exit Facility Collateral in favor of the Exit Facility Agent and the Exit Facility Lenders (collectively, the "Exit Facility Documents"), and (ii) perform their obligations under the Exit Facility Documents. The Exit Facility Documents shall constitute the legal, valid and binding obligations of the Reorganized Debtors and Non-Debtor Affiliates parties thereto, enforceable in accordance with their respective terms. The liens securing the obligations of Reorganized Antioch, the Reorganized Debtors and certain of their Non-Debtor Affiliates under the Exit Facility Documents shall constitute legal, valid, perfected, non-avoidance and

binding first priority liens on, and security interests in, all of the Exit Facility Collateral. No obligation, payment, transfer or grant of security under the Exit Facility Documents shall be stayed, restrained, voidable or recoverable under the Bankruptcy Code or under any applicable law or subject to any defense, reduction, recoupment, setoff or counterclaim. The Reorganized Debtors and the Non-Debtor Affiliates granting any liens and security interests to secure the obligations under the Exit Facility Documents shall be authorized and directed, on the Effective Date, to make all filings and recordings, and to obtain all governmental approvals and consents necessary or desirable to establish and further evidence the perfection of such liens and security interests under the provisions of any applicable federal, state, provincial or other law (whether domestic or foreign) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such liens and security interests to third parties.

5.8 *New Secured Term Loan Notes.* On the Effective Date, without any requirement of further action by security holders or directors of the Debtors or Reorganized Debtors, the Reorganized Debtors shall be authorized and directed to (i) execute and deliver the New Secured Term Loan Notes Issuance Agreement, the New Secured Term Loan Notes, the New Secured Term Loan Notes Guaranty, the Intercreditor Agreement, and all mortgages, security documents and other related agreements, documents or instruments to be executed or delivered in connection therewith, including, without limitation, any documents required in connection with creation or perfection of the liens on the Exit Facility Collateral in favor of the New Secured Term Loan Notes Agent and the New Secured Term Loan Noteholders or the subordination of the New Secured Term Loan Notes to the indebtedness under the Exit Facility Credit Agreement (collectively, the "New Secured Term Loan Notes Documents"), and (ii) perform their obligations under the New Secured Term Loan Notes Documents. The New Secured Term Loan Notes Documents shall constitute the legal, valid and binding obligations of the Reorganized Debtors and Non-Debtor Affiliates parties thereto, enforceable in accordance with their respective terms. The liens securing the obligations of Reorganized Antioch, the Reorganized Debtors and certain of their Non-Debtor Affiliates under the New Secured Term Loan Notes Documents shall constitute legal, valid, perfected, non-avoidable and binding second priority liens on, and security interests in, all of the Exit Facility Collateral. No obligation, payment, transfer or grant of security under the New Secured Term Loan Notes Documents shall be stayed, restrained, voidable or recoverable under the Bankruptcy Code or under any applicable law or subject to any defense, reduction, recoupment, setoff or counterclaim. The Reorganized Debtors and the Non-Debtor Affiliates granting any liens and security interests to secure the obligations under the New Secured Term Loan Notes Documents shall be authorized and directed, on the Effective Date, to make all filings and recordings, and to obtain all governmental approvals and consents necessary or desirable to establish and further evidence the perfection of such liens and security interests under the provisions of any applicable federal, state, provincial or other law (whether domestic or foreign) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such liens and security interests to third parties.

5.9 *Management Incentive Plan.* On the Effective Date, without any requirement of further action by security holders or directors of the Debtor or Reorganized Antioch, Reorganized Antioch shall be authorized and directed to enter into and execute the Management Incentive Plan.

5.10 *Sources of Cash for Plan Distributions.* Except as otherwise provided in this Plan or the Confirmation Order, all Cash necessary for Reorganized Debtors to make payments pursuant to this Plan shall be obtained from existing Cash balances, the operations of the Debtors and the Reorganized Debtors, or borrowings under the Exit Facility Credit Agreement. The Reorganized Debtors may also make such payments using Cash received from their non-debtor subsidiaries through the Reorganized Debtors' consolidated cash management systems.

5.11 *Professional Fees.* All unpaid Professional Fees incurred prior to the Effective Date shall be subject to final allowance or disallowance upon application to the Bankruptcy Court pursuant to sections 330 or 503(b)(4) of the Bankruptcy Code. Final applications for Professional Fees for services rendered in connection with the Chapter 11 Cases shall be filed with the Bankruptcy Court no later than thirty (30) days after the Effective Date.

5.12 Creditor/Equityholder Trust.

(a) Establishment of the Creditor/Equityholder Trust. On the Effective Date, the Creditor/Equityholder Trust shall (i) be established on the terms set forth in the Creditor/Equityholder Trust Agreement and (ii) become effective without any further documentation or need for approval by the Bankruptcy Court. The Creditor/Equityholder Trust shall be managed and operated by the Creditor/Equityholder Trustee. The Creditor/Equityholder Trustee shall be selected by the Debtors, in consultation with the Prepetition Agent, prior to the Confirmation Hearing and such selection shall be approved by the Bankruptcy Court at the Confirmation Hearing. The Creditor/Equityholder Trust shall not be funded by any property of the Debtors' Estates or be entitled to seek reimbursement from the Debtors or Reorganized Debtors for any reason; provided, however, that the Reorganized Debtors shall pay the fees and out-of-pocket expenses of the Creditor/Equityholder Trustee in accordance with the terms set forth in the Creditor/Equityholder Agreement. The Creditor/Equityholder Trustee shall have the right and power to enter into agreements binding upon the Creditor/Equityholder Trustee and upon the Creditor/Equityholder Trust, and to execute, acknowledge, and deliver any and all instruments which are necessary, required, or deemed advisable by the Creditor/Equityholder Trustee in connection with the performance of his duties, in each case in accordance with the terms of the Creditor/Equityholder Trust Agreement

(b) Transfer of Intermediate Holding Company Stock. On the Effective Date, without any further act or deed of the Creditor/Equityholder Trustee and without the need for any further approval of the Bankruptcy Court, the Intermediate Holding Company Stock shall be issued to the Creditor/Equityholder Trust, free and clear of all liens, claims and interests, and shall become the corpus of the Creditor/Equityholder Trust. On the Effective Date, the Intermediate Holding Company shall execute and deliver such instruments and other documents as are necessary, appropriate or deemed to be advisable by the Creditor/Equityholder Trustee to assign or transfer title to the Intermediate Holding Company Interests to the Creditor/Equityholder Trust. The Creditor/Equityholder Trust shall hold and administer the Intermediate Holding Company Stock in accordance with the terms of the Creditor/Equityholder Trust Agreement. The Creditor/Equityholder Trustee shall not be allowed to sell, assign, encumber or otherwise transfer the Intermediate Holding Company Stock other than as expressly permitted under the Creditor/Equityholder Trust Agreement.

(c) Creditor/Equityholder Trust Interests. The Creditor/Equityholder Trust Interests shall vest in accordance with the terms of this Plan and the Creditor/Equityholder Trust Agreement. To the extent that the vesting of a Creditor/Equityholder Trust Interest is deemed to be a "security" that is issued or distributed to the holder thereof, such issuance or distribution of the Creditor/Equityholder Trust Interests (or any redistribution of such interests in accordance with the terms of the Creditor/Equityholder Trust Agreement) shall be exempt from registration under applicable securities laws pursuant to Section 1145(a) of the Bankruptcy Code.

(d) Election to Receive Creditor/Equityholder Trust Interests. Each Holder of an Allowed Impaired Unsecured Claim may elect to receive such Holder's applicable share of 80% of the Creditor/Equityholder Trust Interests by submitting an executed Class 5 Release Form in accordance with the instructions contained therein no later than three (3) days prior to the Confirmation Hearing. Each Holder of an ESOT Allocated Stock Interest may elect to receive such Holder's applicable share of 20% of the Creditor/Equityholder Trust Interests by submitting an executed Class 7 Release Form in accordance with the instructions contained therein no later than ninety (90) days after the Effective Date. Notwithstanding the foregoing, the Debtors (with the consent of the Prepetition Agent) shall be authorized to treat any Class 5 Release Form as timely submitted for purposes of this Plan if such Class 5 Release Form is received by the Debtors on or before the Effective Date.

ARTICLE VI

PROVISIONS GOVERNING DISTRIBUTIONS

6.1 Distributions to Holders of Impaired Claims. Except as otherwise provided herein or as otherwise ordered by the Bankruptcy Court, distributions to be made on account of Impaired

Claims that are Allowed as of the Effective Date shall be made on the Effective Date or as soon thereafter as is practicable. Any distribution to be made on the Effective Date pursuant to this Plan shall be deemed as having been made on the Effective Date if such distribution is made on the Effective Date or as soon thereafter as is practicable. Any payment or distribution required to be made under this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. Notwithstanding the date on which any distribution of securities is made to a Holder of an Allowed Impaired Claim, as of the date of the distribution such Holder shall be deemed to have the rights of a Holder of such securities (subject to the terms and conditions of this Plan) distributed as of the Effective Date. To the extent any Impaired Claims are deemed to be Disputed Claims, distributions (if any) on account of such Disputed Claims shall be made pursuant to the provisions set forth in Article XIII of this Plan.

6.2 Distributions to Holders of Unimpaired Unsecured Claims. After the Effective Date, the Reorganized Debtors shall make the distributions required under this Plan to Holders of Allowed Unimpaired Unsecured Claims in accordance with the legal, equitable or contractual rights to which such Allowed Unimpaired Unsecured Claim entitles the Holder thereof.

6.3 Disputed Impaired Unsecured Claims. Holders of Impaired Unsecured Claims that become Allowed Claims after the Effective Date shall receive their applicable share of 80% of the Creditor/Equityholder Trust Interests as soon as practicable after the date such Impaired Unsecured Claims become Allowed Claims provided that such Holders have timely submitted Class 5 Release Forms in accordance with Section 5.12(d) of this Plan. The Creditor/Equityholder Trustee shall reserve an appropriate portion of 80% of the Creditor/Equityholder Trust Interests for the benefit of the Holders of Impaired Unsecured Claims that become Allowed Claims after the Effective Date.

6.4 No Interest on Claims. Unless otherwise specifically provided for in this Plan, the Confirmation Order or other order of the Bankruptcy Court, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim.

6.5 Distributions by Disbursing Agent. Other than as specifically set forth below, all distributions required to be made under this Plan shall be made by the Reorganized Debtors as the Disbursing Agent. Distributions on account of Prepetition Secured Lender Claims shall be made by the Reorganized Debtors either to the Prepetition Agent, for the benefit of the Holders of Prepetition Secured Lender Claims, or directly to the individual Holders of Prepetition Secured Lender Claims. The Reorganized Debtors may act as Disbursing Agent or may employ or contract with other entities to assist in or make the distributions required by this Plan.

6.6 Delivery of Distributions and Undeliverable or Unclaimed Distributions.

(a) *Delivery of Distributions in General.* Distributions to Holders of Allowed Claims shall be made at the addresses set forth in the Debtors' records unless such addresses are superseded by proofs of claim or transfers of claim filed pursuant to Bankruptcy Rule 3001.

(b) *Undeliverable and Unclaimed Distributions.*

(i) Holding of Undeliverable and Unclaimed Distributions. If the distribution to any Holder of an Allowed Claim is returned to the Reorganized Debtors or the Disbursing Agent as undeliverable or is otherwise unclaimed, no further distributions shall be made to such Holder unless and until the Reorganized Debtors or the Disbursing Agent is notified in writing of such Holder's then current address.

(ii) After Distributions Become Deliverable. The Disbursing Agent shall make all distributions that have become deliverable or have been

claimed since the Distribution Date as soon as practicable after such distribution has become deliverable.

(iii) Failure to Claim Undeliverable Distributions.

Any Holder of an Allowed Claim that does not assert a claim pursuant to this Plan for an undeliverable or unclaimed distribution within one (1) year after the Effective Date shall be deemed to have forfeited its claim for such undeliverable or unclaimed distribution and shall be forever barred and enjoined from asserting any such claim for an undeliverable or unclaimed distribution against the Debtors or their Estates, the Reorganized Debtors or their property. In such cases, any Cash for distribution on account of such claims for undeliverable or unclaimed distributions shall become the property of the Reorganized Debtors free of any liens, claims and encumbrances thereon and notwithstanding any federal or state escheat laws to the contrary. Nothing contained in this Plan shall require any Disbursing Agent, including, but not limited to, the Reorganized Debtors, to attempt to locate any Holder of an Allowed Claim.

6.7 Record Date for Distributions. The Reorganized Debtors and the Disbursing Agent will have no obligation to recognize the transfer of, or the sale of any participation in, any Allowed Claim that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and distribute only to those Holders of Allowed Claims that are Holders of such Claims, or participants therein, as of the close of business on the Distribution Record Date. The Reorganized Debtors and the Disbursing Agent shall instead be entitled to recognize and deal for all purposes under this Plan with only those record holders stated on the official claims register as of the close of business on the Distribution Record Date.

6.8 Allocation of Plan Distributions Between Principal and Interest. To the extent that any Allowed Claim entitled to a distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall, for all income tax purposes, be allocated to the principal amount of the Claim first and then, to the extent that the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

6.9 Means of Cash Payment. Payments of Cash made pursuant to this Plan shall be in U.S. dollars and shall be made, at the option and in the sole discretion of the Reorganized Debtors, by (a) checks drawn on or (b) wire transfer from a domestic bank selected by the Reorganized Debtors. Cash payments to foreign creditors may be made, at the option of the Reorganized Debtors, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

6.10 Withholding and Reporting Requirements. In connection with this Plan and all distributions thereunder, the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Reorganized Debtors shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. All persons holding Claims or Interests shall be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding any other provision of this Plan, (a) each Holder of an Allowed Claim that is to receive a distribution pursuant to this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such distribution, and (b) no distribution shall be made to or on behalf of such Holder pursuant to this Plan unless and until such Holder has made arrangements satisfactory to the Reorganized Debtors for the payment and satisfaction of such tax obligations.

6.11 Setoffs. The Reorganized Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy laws, but shall not be required to, set off against any Claim, the payments or other distributions to be made pursuant to this Plan in respect of such Claim, or claims of any nature whatsoever that the Debtors or the Reorganized Debtors may have against the Holder of such Claim; provided, however, that neither the failure to do so nor the allowance of any Claim hereunder shall

constitute a waiver or release by the Reorganized Debtors of any such claim that the Debtors or the Reorganized Debtors may have against such Holder. Absent the consent of the Debtors or the Reorganized Debtors or unless otherwise authorized pursuant to the order of the Bankruptcy Court, no party receiving a distribution under this Plan may offset such distribution against any obligations such party may have to the Debtors or the Reorganized Debtors. Without limiting any other rights of the Debtors or the Reorganized Debtors provided for in this Plan, and except as otherwise set forth in the Plan (including, without limitation, with respect to the Released Parties) any distributions under this Plan shall also remain subject to any causes of action, counterclaims, security interests, or other rights of the Debtors or the Reorganized Debtors with respect to such distributions and the matters giving rise to such distributions.

6.12 Fractional Member Interests. No fractional New Preferred Member Interests shall be distributed. Where a fractional share would otherwise be called for, the actual issuance shall reflect a rounding up (in the case of .50 or more than .50) of such fraction to the nearest whole New Preferred Member Interest or a rounding down of such fraction (in the case of less than .50).

ARTICLE VII

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.1 Assumption of Executory Contracts and Unexpired Leases. On the Effective Date, all executory contracts or unexpired leases to which any of the Debtors is a party shall be deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such executory contracts or unexpired leases (i) shall have been previously rejected by the Debtors by Final Order of the Bankruptcy Court, (ii) shall be the subject of a motion to reject pending on or before the Effective Date, (iii) are listed on the schedule of rejected executory contracts or unexpired leases attached hereto as Plan Schedule 7.2, or (iv) are otherwise rejected pursuant to the terms of this Plan. The Debtors reserve the right to amend Plan Schedule 7.2 at any time prior to the Confirmation Date. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections and assumptions contemplated hereby pursuant to sections 365(a) and 1123 of the Bankruptcy Code as of the Effective Date. Each executory contract and unexpired lease assumed pursuant to this Article VII shall revest in and be fully enforceable by the respective Reorganized Debtor in accordance with its terms, except as modified by the provisions of this Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption or applicable federal law. Neither the exclusion nor the inclusion by the Debtors of a contract or lease on Plan Schedule 7.2 nor anything contained in this Plan shall constitute an admission by the Debtors that such lease or contract is an unexpired lease or executory contract that any Debtor or Affiliate Debtor has any liability thereunder. The Debtors reserve the right, subject to notice, to amend, modify, supplement, or otherwise change Plan Schedule 7.2 on or before the Effective Date. The Debtors reserve the right to file a motion on or before the Effective Date to assume or reject any executory contract or unexpired lease.

7.2 Claims Based on Rejection of Executory Contracts and Unexpired Leases. Plan Schedule 7.2 lists the executory contracts and non-residential real property leases to be rejected by the Debtors and the Rejection Claim Amount with respect to each such contract or lease. Plan Schedule 7.2 shall be filed with the Bankruptcy Court not later than five (5) Business Days after the Petition Date and shall be updated prior to the Confirmation Date (if necessary) to reflect changes required as a result of the process set forth below. The Debtors shall provide each Holder of a Rejection Claim with notice of its Allowed Rejection Claim Amount. If a Holder of a Rejection Claim disagrees with the Allowed Rejection Claim Amount set forth by the Debtors, such Holder shall file a proof of claim with respect to Claims arising from the rejected executory contract or unexpired lease within twenty (20) days after receipt of such notice, or such other period as ordered by the Bankruptcy Court. If a proof of claim is filed within such time, any Claims arising from the rejected executory contract or unexpired lease and not included in such proof of claim (other than those Claims set forth on Plan Schedule 7.2) will be forever barred from assertion against the Debtors or Reorganized Debtors, their Estates, or property unless otherwise ordered by the Bankruptcy Court or provided for in this Plan. If a proof of claim is received, then the Debtors will attempt to reconcile the Allowed Rejection Claim Amount set forth on Plan Schedule 7.2 with the amount

set forth in the proof of claim. If the Debtors and the party filing a proof of claim are unable to reach a resolution, the Debtors shall set a hearing date, which hearing may be the Confirmation Hearing, at which time the Bankruptcy Court will determine the Allowed Rejection Claim Amount.

7.3 Cure of Defaults of Assumed Executory Contracts and Unexpired Leases.

Any monetary amounts by which each executory contract or unexpired lease to be assumed pursuant to this Plan is in default 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 or on such other terms as the parties to each such executory contract or unexpired lease may otherwise agree. In the event of a dispute regarding (a) the amount of any cure payments, (b) 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 contract or lease to be assumed, or (c) 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 resolving the dispute and approving the assumption.

7.4 Compensation and Benefit Programs.

Except as otherwise expressly provided hereunder, all employment and severance contracts and policies, and all compensation and benefit plans, policies, and programs of the Debtors applicable to their employees, retirees, and non employee directors, and the employees and retirees of their Affiliates, including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, life, and accidental death and dismemberment insurance plans and contracts, are treated as executory contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code, except for those compensation and benefit programs set forth on Plan Schedule 7.4, which shall be deemed rejected as of the Effective Date such that neither the Debtors nor the Reorganized Debtors shall have any further obligations or liabilities arising from or pertaining to such programs. From and after the Effective Date, the Reorganized Debtors shall have the authority, consistent with applicable non-bankruptcy law and their respective corporate or limited liability company governance documents, to terminate, amend or enter into employment, retirement, indemnification and other agreements with their respective directors, officers and employees and to terminate, amend or implement incentive compensation plans, welfare benefit plans, retirement plans, and other benefit plans.

7.5 Indemnification of Directors and Officers.

The Reorganized Debtors shall indemnify, to the fullest extent required by the Reorganized Debtors' constituent documents and applicable non-bankruptcy law, any person serving as a director or officer of the Reorganized Debtors for any act or omission of such person as a director or officer of the Debtors, regardless of whether such act or omission occurred prior to or after the Petition Date, and such indemnification obligations of the Debtors and the Reorganized Debtors shall constitute Unimpaired Unsecured Claims for purposes of this Plan.

ARTICLE VIII

**PROCEDURES FOR RESOLVING DISPUTED,
CONTINGENT AND UNLIQUIDATED CLAIMS**

8.1 Objection Deadline; Prosecution of Objections.

No later than 60 days after the Effective Date (unless such deadline is extended by an order of the Bankruptcy Court), the Debtors or the Reorganized Debtors, as the case may be, shall file objections to Claims with the Bankruptcy Court and serve such objections upon the Holders of each of the Claims to which objections are made; provided, however, that neither the Debtors nor the Reorganized Debtors shall object to any Claims that are Allowed pursuant to this Plan. The Debtors and the Reorganized Debtors shall be authorized to, and shall, resolve all Disputed Claims through settling or by litigating to judgment in the Bankruptcy Court or such other court having jurisdiction the validity, nature, and/or amount thereof. After the Effective Date, the Reorganized Debtors shall have the exclusive authority to object, settle, compromise, withdraw, assign or litigate to judgment any and all claims, including Administrative Claims, without the need for any application to or approval of the Bankruptcy Court.

8.2 No Distributions Pending Allowance. Notwithstanding any other provision of this Plan, no payments or distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order, and the Disputed Claim, or some portion thereof, has become an Allowed Claim.

8.3 Distribution After Allowance. The Disbursing Agent shall make any applicable payment or distribution to the Holder of any Disputed Claim that has become an Allowed Claim as soon as practicable after the date such Disputed Claim becomes an Allowed Claim.

8.4 Reservation of Right to Object to Allowance or Asserted Priority of Claims. Nothing in this Plan shall waive, prejudice or otherwise affect the rights of the Debtors, the Reorganized Debtors or the Holders of any Claim to object at any time, including after the Effective Date, to the allowance or asserted priority of any Claim.

ARTICLE IX

CONFIRMATION AND CONSUMMATION OF THE PLAN

9.1 Conditions to Confirmation. Confirmation of the Plan shall be subject to satisfaction of the following conditions at or prior to the time the Confirmation Order is entered:

(a) The Confirmation Order shall be reasonably acceptable in form and substance to the Debtors and the Prepetition Agent.

(b) The Confirmation Date shall have occurred not later than the ninetieth (90th) day following the Petition Date.

9.2 Conditions to Effective Date. The following are conditions precedent to the occurrence of the Effective Date:

(a) The Confirmation Order confirming this Plan, as such Plan may have been modified with the consent of the Prepetition Agent, shall have been entered and become a Final Order in form and substance reasonably satisfactory to the Debtors and the Prepetition Agent.

(b) The following agreements, in form and substance satisfactory to the Debtors and the Prepetition Agent, shall have been executed and delivered by all parties thereto, and all conditions precedent thereto shall have been satisfied:

(i) the New Limited Liability Company Operating Agreement, and the amended certificates of incorporation or formation, by-laws and operating agreements of all of the Affiliate Debtors;

(ii) the Exit Facility Credit Documents; and

(iii) the New Secured Term Loan Notes Documents;

(c) The amended certificates of incorporation or formation, by-laws and operating agreements (as applicable) of the Affiliate Debtors, shall have been filed with the applicable authorities of the relevant jurisdictions of incorporation in accordance with such jurisdictions' laws.

(d) Reorganized Antioch shall have been formed, and The Antioch Company shall have merged with and into Reorganized Antioch.

(e) All authorizations, consents, certifications, approvals, rulings, no-action letters, opinions or other documents or actions required by any law, regulation or order to be received or to occur in order to implement the Plan on the Effective Date shall have been obtained or shall have occurred unless failure to do so will not have a material adverse effect on Reorganized Antioch.

(f) At least three (3) members of the board of directors of Reorganized Antioch shall have been selected and shall have expressed a willingness to serve on the board of directors of Reorganized Antioch.

(g) All other documents and agreements necessary to implement this Plan on the Effective Date shall have been executed and delivered and all other actions required to be taken in connection with the Effective Date shall have occurred.

9.3 Waiver of Conditions. Each of the conditions set forth in Section 9.1 or 9.2 of this Plan may be waived in whole or in part by the Debtors, with consent of the Prepetition Secured Lenders, without any other notice to parties in interest or the Bankruptcy Court and without a hearing.

ARTICLE X

EFFECT OF PLAN CONFIRMATION

10.1 Binding Effect. This Plan shall be binding upon and inure to the benefit of the Debtors, all present and former Holders of Claims and Interests, and their respective successors and assigns, including, but not limited to, the Reorganized Debtors.

10.2 Releases.

(a) **Releases by the Debtors.** As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors and the Reorganized Debtors, on their own behalf and as representatives of and on behalf of the Estates, will be deemed to release forever, waive, and discharge the Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen, or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right against any Released Party (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Estates, the Chapter 11 Cases, this Plan, or the Disclosure Statement, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and Disclosure Statement, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence.

(b) **Releases by Holders of Claims and Interests.** On the Effective Date, (a) each Holder of an Impaired Unsecured Claim that executes and timely submits a Class 5 Release Form and (b) each ESOP Participant that executes and timely submits a Class 7 Release Form shall, in consideration for the obligations of the Debtors and the Reorganized Debtors under this Plan and the distributions to be delivered under this Plan, (i) forever release, waive, and discharge the Released Parties from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen, or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that such Holder would have been legally entitled to assert in its own right against any Released Party (whether individually

or collectively) based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors, the Estates, the Chapter 11 Cases, this Plan, or the Disclosure Statement, the restructuring of Claims and Interests in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan and Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, and (ii) irrevocably assign to the Prepetition Secured Lenders the right to receive any recoveries to which such Holder may be entitled under the Bankruptcy Code (for the avoidance of doubt, the proceeds of any surety agreement or insurance policy guaranteeing the payment of the ESOP Notes shall not be included in the foregoing assignment).

(c) *Injunction Related to Releases.* The Confirmation Order will permanently enjoin the commencement or prosecution by any entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities released pursuant to this Plan, including but not limited to the claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities released in this Section 10.2.

(d) *Special Provisions Regarding Releases.* Notwithstanding anything in Section 10.2 to the contrary, any person or entity may assert any claim released or purported to be released in Section 10.2 as a defense or counterclaim (but no affirmative recovery may be obtained) to any suit or action that (i) is commenced by a person or entity that grants or that was purported to be deemed to have granted a release under Section 10.2 of this Plan and (ii) asserts a claim or cause of action released or purported to be released under Section 10.2 of this Plan.

10.3 Cancellation of the ESOP Plan Documents; Release of ESOT Trustee. On or as soon as practicable after the Effective Date, upon the distribution of any remaining assets held by the ESOT, without the need for (i) any further act by any party or (ii) any further approval of the Bankruptcy Court or any governmental entity, the ESOP will be terminated pursuant to Section 21 of the ESOP, each of the other ESOP Plan Documents will be terminated, and the ESOT Trustee shall be released from its duties under the ESOP, the ESOP Plan Documents, and any other agreements related thereto. The ESOT Allocated Stock Interests shall be treated as provided in Article III of this Plan.

10.4 Discharge of Claims and Termination of Interests. Except as otherwise provided herein or in the Confirmation Order, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims and Interests (other than those Claims and Interests that are Unimpaired under this Plan) of any nature whatsoever against the Debtors or any of their assets or properties, and regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims and Interests. Upon the Effective Date, each of the Debtors and the Reorganized Debtors shall be deemed discharged and released under section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims and Interests (other than those Claims and Interests that are not Impaired under this Plan), including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code, the ESOT Allocated Stock Interests, and the Old Equity Interests shall be terminated.

10.5 Preservation of Rights of Action and Settlement of Litigation Claims. Except as otherwise provided in this Plan, the Confirmation Order, or in any document, instrument, release, or other agreement entered into in connection with this Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors and their Estates shall retain the Litigation Claims. The Reorganized Debtors, as the successors in interest to the Debtors and the Estates, may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) any or all of the Litigation Claims without application to the Bankruptcy Court. Notwithstanding the foregoing, from and after the Effective Date, neither the Reorganized Debtors nor anyone else acting on behalf of the Debtors or the Estates shall commence any suit or other proceeding for the enforcement of Avoidance Actions; provided, however, that, notwithstanding any statute of limitations (including, without limitation, section 546 of the Bankruptcy

Code), the Debtors and the Reorganized Debtors shall have the right to assert or raise any Litigation Claims (including Avoidance Actions) (a) as defenses or counterclaims (up to the amount asserted in the Claims against the Debtors), and (b) in connection with the Claims objection process, in which case such Litigation Claims shall be raised as objections to allowance of Claims and not as defenses or counterclaims.

10.6 Exculpation and Limitation of Liability. None of the Exculpated Parties shall have or incur any liability to, or be subject to any right of action by, any Holder of a Claim or an Interest, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the commencement or any other aspect of the Chapter 11 Cases, formulating, negotiating, or implementing this Plan, the solicitation of acceptances of this Plan, the pursuit of confirmation of this Plan, the confirmation of this Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, except for their gross negligence or willful misconduct, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under this Plan.

10.7 Injunction.

(a) Except as otherwise provided in this Plan, the Confirmation Order shall provide, among other things, that from and after the Confirmation Date all Persons who have held, hold, or may hold Claims against or Interests in the Debtors that are discharged or terminated under this Plan are permanently enjoined from taking any of the following actions against the Debtors, their Estates, the Reorganized Debtors, any of their property, any of the Released Parties, or any of the Exculpated Parties, on account of any such Claims or Interests: (A) commencing or continuing, in any manner or in any place, any action, or other proceeding; (B) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree or order; (C) creating, perfecting, or enforcing any lien or encumbrance; (D) asserting a setoff, right of subrogation, or recoupment of any kind against any debt, liability or obligation due to the Debtors; and (E) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan; provided, however, that nothing contained herein shall preclude such persons from exercising their rights pursuant to and consistent with the terms of this Plan.

(b) By accepting distributions pursuant to this Plan, each Holder of an Allowed Claim or an Allowed Interest will be deemed to have specifically consented to the injunctions set forth in this Section 10.7.

10.8 Term of Bankruptcy Injunction or Stays. All injunctions or stays provided for in the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

10.9 Termination of Subordination Rights and Settlement of Related Claims. The classification and manner of satisfying all Claims and Interests under this Plan take into consideration all subordination rights, whether arising by contract or under general principles of equitable subordination, section 510(b) or 510(c) of the Bankruptcy Code, or otherwise. Except as provided in Section 8.5 of this Plan, all subordination rights that a Holder of a Claim or Interest may have with respect to any distribution to be made pursuant to this Plan will be discharged and terminated, and all actions related to the enforcement of such subordination rights will be permanently enjoined. Accordingly, distributions pursuant to this Plan to Holders of Allowed Claims will not be subject to payment to a beneficiary of such terminated subordination rights, or to levy, garnishment, attachment, or other legal process by a beneficiary of such terminated subordination rights.

ARTICLE XI

RETENTION OF JURISDICTION

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain

exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases and this Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

(a) allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim or Priority Tax Claim and the resolution of any objections to the allowance or priority of Claims or Interests;

(b) resolve any matters related to the assumption, assumption, and assignment, or rejection of any executory contract or unexpired lease to which any Debtor is a party or with respect to which any Debtor or the Reorganized Debtor may be liable and to hear, determine, and, if necessary, liquidate any Claims arising therefrom;

(c) ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of this Plan;

(d) decide or resolve any motions, adversary proceedings, contested, or litigated matters and any other matters and grant or deny any applications involving the Debtors that may be pending on the Effective Date;

(e) enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all contracts, instruments, releases, and other agreements or documents created in connection with this Plan, the Disclosure Statement, or the Confirmation Order;

(f) resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of this Plan or any contract, instrument, release, or other agreement or document that is executed or created pursuant to this Plan, or any entity's rights arising from or obligations incurred in connection with this Plan or such documents;

(g) approve any modification of this Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code or approve any modification of the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with this Plan, the Disclosure Statement or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, this Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with this Plan, the Disclosure Statement, or the Confirmation Order, in such manner as may be necessary or appropriate to consummate this Plan;

(h) hear and determine all applications for compensation and reimbursement of expenses of Professionals under this Plan or under sections 330, 331, 503(b), 1103, and 1129(c)(9) of the Bankruptcy Code, which shall be payable by the Debtors only upon allowance thereof pursuant to the order of the Bankruptcy Court, provided, however, that the fees and expenses of the Reorganized Debtors, incurred after the Effective Date, including counsel fees, may be paid by the Reorganized Debtors in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

(i) 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, implementation, or enforcement of this Plan or the Confirmation Order;

(j) hear and determine causes of action by or on behalf of the Debtors or the Reorganized Debtors;

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

(l) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked, or vacated, or distributions pursuant to this Plan are enjoined or stayed;

(m) determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement, or document created in connection with this Plan, the Disclosure Statement or the Confirmation Order;

(n) enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases;

(o) hear and determine all matters related to (i) the property of the Estates from and after the Confirmation Date and (ii) the activities of the Reorganized Debtors;

(p) hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under the Bankruptcy Code;

(q) hear and determine all matters related to the Creditor/Equityholder Trust; and

(r) enter an order closing the Chapter 11 Cases.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 *Effectuating Documents and Further Transactions.* Each of the Debtors or the Reorganized Debtors is authorized to execute, deliver, file, or record such contracts, 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 this Plan and any notes or securities issued pursuant to this Plan.

12.2 *Corporate Action.* Prior to, on, or after the Effective Date (as appropriate), all matters expressly provided for under this Plan that would otherwise require approval of the stockholders, member interest owners or directors of one (1) or more of the Debtors or the Reorganized Debtors shall be deemed to have occurred and shall be in effect prior to, on, or after the Effective Date (as appropriate) pursuant to the applicable general corporation or limited liability company law of the states in which the Debtors or the Reorganized Debtors are incorporated without any requirement of further action by the stockholders, member interest owners or directors of the Debtors or the Reorganized Debtors.

12.3 *Exemption from Transfer Taxes.* Pursuant to section 1146(a) of the Bankruptcy Code, (a) the issuance, transfer, or exchange of notes or equity securities under this Plan; (b) the creation of any mortgage, deed of trust, lien, pledge, or other security interest; (c) the making or assignment of any lease or sublease; or (d) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including, without limitation, any merger agreements; agreements of consolidation, restructuring, disposition, liquidation, or dissolution; deeds; bills of sale; and transfers of tangible property, will not be subject to any stamp tax, recording tax, personal property tax, real estate transfer tax, sales, or use tax or other similar tax. Unless the Bankruptcy Court orders otherwise, all sales, transfers, and assignments of owned and leased property approved by the Bankruptcy Court on or prior to the Effective Date, shall be deemed to have been in furtherance of, or in connection with, this Plan.

12.4 Payment of Statutory Fees. All fees payable pursuant to section 1930 of title 28, United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date.

12.5 Amendment or Modification of the Plan. Subject to section 1127 of the Bankruptcy Code and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, the Debtors may, with the written consent of the Prepetition Secured Lenders, alter, amend, or modify this Plan at any time prior to or after the Confirmation Date but prior to the substantial consummation of this Plan. A Holder of a Claim that has accepted this Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

12.6 Severability of Plan Provisions. If, prior to the Confirmation Date, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court will 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 will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this 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 will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

12.7 Successors and Assigns. This Plan shall be binding upon and inure to the benefit of the Debtors, and their respective successors and assigns, including, without limitation, the Reorganized Debtors. The rights, benefits, and obligations of any entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such entity.

12.8 Revocation, Withdrawal, or Non-Consummation. The Debtors reserve the right to revoke or withdraw this Plan as to any or all of the Debtors prior to the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan as to any or all of the Debtors, or if confirmation or consummation as to any or all of the Debtors does not occur, then, with respect to such Debtors, (a) this Plan shall be null and void in all respects, (b) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void, and (c) nothing contained in this Plan shall (i) constitute a waiver or release of any Claims by or against, or any Interests in, such Debtors or any other Person, (ii) prejudice in any manner the rights of such Debtors or any other Person, or (iii) constitute an admission of any sort by the Debtors or any other Person.

12.9 Notice. All notices, requests, and demands to or upon the Debtors or the Reorganized Debtors to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

THE ANTIOCH COMPANY
3001 Clearwater Road
St. Cloud, MN 56301
Telephone: (320) 529-5000
Facsimile: (320) 529-5818
Attn: Paul Ravaris

with a copy to:

SKADDEN, ARPS, SLATE, MEAGHER

& FLOM LLP
333 West Wacker Drive
Chicago, Illinois 60606
Telephone: (312) 407-0700
Facsimile: (312) 407-0411
Attn: Timothy R. Pohl, Esq., Chris L. Dickerson, Esq., and Rena M. Samole, Esq.

and

MCDONALD HOPKINS LLC
600 Superior Ave., E.
Cleveland, OH 44114-2653
Telephone: (216) 348-5436
Facsimile: (216) 348-5474
Attn: Sean D. Malloy, Esq. and Michael Kaczka, Esq.

Counsel to the Debtors

with a copy to:

SIDLEY AUSTIN LLP
One South Dearborn
Chicago, Illinois 60603
Telephone: (312) 853-7000
Facsimile: (312) 853-7036
Attn: Larry J. Nyhan, Esq. and Bojan Guzina, Esq.

and

Porter Wright Morris & Arthur LLP
Huntington Center
41 South High Street
Columbus, Ohio 43215-6194
Attn: Jack R. Pigman, Esq.

Counsel to the Prepetition Agent

12.10 *Governing Law.* Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of Ohio, without giving effect to the principles of conflicts of law of such jurisdiction.

12.11 *Tax Reporting and Compliance.* The Reorganized Debtors are hereby authorized, on behalf of each of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through, and including, the Effective Date.

12.12 *Exhibits.* All exhibits to this Plan, including the Exhibits and Plan Schedules, are incorporated and are a part of this Plan as if set forth in full herein.

12.13 *Filing of Additional Documents.* On or before substantial consummation of this Plan, the Debtors shall File such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan.

Dated: November 12, 2008

Respectfully Submitted,

THE ANTIOCH COMPANY
(for itself and on behalf of the Affiliate
Debtors)

By: /s/ Michael Epstein
Name: Michael Epstein
Title: Chief Restructuring Officer

Counsel:

Timothy R. Pohl (IL 06208157)
Chris L. Dickerson (IL 06255846)
Rena M. Samole (IL 06272987)
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