

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

IN RE: : Chapter 11
: :
: :
BHM TECHNOLOGIES HOLDINGS, INC., et al. : :
: :
Debtors. : Case No. 08-04413
: Petition Date: May 19, 2008
: Jointly Administered

**DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: August 5, 2008



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The Debtors, BHM Technologies Holdings, Inc., BHM Technologies LLC, The Brown Company International, LLC, The Brown Corporation of America, The Brown Company of Waverly, LLC, The Brown Company of Ionia, LLC, The Brown Corporation of Greenville, Inc., The Brown Company of Moberly, LLC, The Brown Realty Company, LLC, Heckethorn Holdings, Inc., Heckethorn Manufacturing Co., Inc., Midwest Stamping & Manufacturing Co., Midwest Stamping, Inc., Morton Welding Holdings, Inc., and Morton Welding Co., Inc., propose the following amended joint plan of reorganization under sections 1121(a) and 1123 of title 11 of the United States Code.

The Debtors are the proponents of the Plan (as such term is defined below) within the meaning of section 1129 of the Bankruptcy Code (as such term is defined below). Reference is made to the Debtors' Disclosure Statement (as such term is defined below), distributed contemporaneously herewith, for a discussion of the Debtors' history, businesses, properties, results of operations, historical financial information, projections and risk factors, and for a summary and analysis of the Plan and certain related matters, including the Exit Facility, Exit Term Loan and Plan Securities (as such terms are defined below) to be issued pursuant to the Plan. All holders of Claims who are entitled to vote on the Plan are encouraged to read the Plan and the Disclosure Statement in their entirety before voting to accept or reject the Plan.

ARTICLE I

DEFINITIONS AND CONSTRUCTION OF TERMS

1.1. Definitions

. As used herein, the following terms have the respective meanings specified below:

1.1.1. Administrative Expense Claim means any right to payment constituting a cost or expense of administration of the Chapter 11 Cases under sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, (a) any actual and necessary costs and expenses of preserving the estates of the Debtors, (b) any actual and necessary costs and expenses of operating the businesses of the Debtors, (c) any costs and expenses of the Debtors in Possession in connection with the administration and implementation of the Plan, (d) any indebtedness or obligations incurred or assumed by the Debtors in Possession in connection with the conduct of their businesses, including, without limitation, for the acquisition or lease of property or an interest in property or the rendition of services, (e) all compensation and reimbursement of expenses to the extent Allowed by the Bankruptcy Court under sections 330 or 503 of the Bankruptcy Code, (f) all Claims arising under the DIP Facility, and (g) any fees or charges assessed against the estates of the Debtors under section 1930 of chapter 123 of title 28 of the United States Code.

1.1.2. AEP means Atlantic Equity Partners IV, L.P., the largest stockholder of BHM Technologies Holdings, Inc.

1.1.3. AEP Directors means, under the New Money Alternative, Messrs. Thomas Berglund and Roberto Buaron, or substitutes for either or both as may be designated by AEP, which substitutes must be reasonably acceptable to the Majority First Lien Lenders, if designated prior to the Effective Date, or a majority of the other members of the board of directors, if designated on or after the Effective Date.

1.1.4. AEP Equity Stake means, collectively, (i) the AEP Warrants and (ii) 2,602,530 shares of New Common Stock, which, if the New Money Alternative is Confirmed by the Bankruptcy Court, are both to be issued by the Reorganized Parent to AEP on the Effective Date.

1.1.5. AEP Investment means AEP's \$12,500,000.00 investment in the Reorganized Debtors in connection with the New Money Alternative pursuant to the terms of the Escrow Agreement and AEP Plan Support Agreement, as either or both agreements may be amended, supplemented or modified in accordance with their respective terms.

1.1.6. AEP Plan Support Agreement means the Plan Support Agreement by and between AEP and LCPI, dated as of May 19, 2008 and which was executed and delivered by the parties thereto prior to the Commencement Date, attached as Exhibit VI.

1.1.7. AEP Warrants means the warrants to purchase 1,701,000 shares of New Common Stock, which, if the New Money Alternative is Confirmed by the Bankruptcy Court, are to be issued by the Reorganized Parent to AEP on the Effective Date, having substantially the terms set forth on Exhibit XII hereto.

1.1.8. Allowed means (i) with reference to any Claim, (a) any Claim against the Debtors which has been listed by the Debtors in their Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof of claim has been filed, (b) any Claim Allowed hereunder, (c) any Claim which is not Disputed, (d) any Claim that is compromised, settled or otherwise resolved pursuant to a Final Order of the Bankruptcy Court or under the Plan, or (e) any Claim which, if Disputed, has been Allowed by Final Order; provided, however, that Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered “Allowed Claims” hereunder, and (ii) with reference to any Equity Interest, (a) any Equity Interest as of the Confirmation Date and (b) either not timely objected to or Allowed by Final Order. Unless otherwise specified herein or by order of the Bankruptcy Court, “Allowed Administrative Expense Claim” or “Allowed Claim” shall not, for any purpose under the Plan, include Postpetition Interest, punitive damages or any fine or penalty on such Administrative Expense Claim or Allowed Claim from and after the Commencement Date. For purposes of determining the amount of an Allowed Claim, there shall be deducted therefrom an amount equal to the amount of any claim which the Debtors may hold or assert against the holder thereof, to the extent such claim may be set off by the Debtors pursuant to sections 502(d) or 553 of the Bankruptcy Code.

1.1.9. Ballot means the form distributed to each holder of an impaired Claim that is entitled to vote to accept or reject the Plan, on which is to be indicated acceptance or rejection of the Plan as to eligible creditors in Classes S-3, U-2 and U-4, as well as any irrevocable Convenience Class elections.

1.1.10. Bankruptcy Code means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.

1.1.11. Bankruptcy Court means the United States Bankruptcy Court for the Western District of Michigan, Grand Rapids Division, having jurisdiction of and over the Chapter 11 Cases and, to the extent of any reference under section 157 of title 28 of the United States Code, the unit of such District Court under section 151 of title 28 of the United States Code.

1.1.12. Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, and any Local Rules of the Bankruptcy Court.

1.1.13. Business Day means any day other than a Saturday, Sunday or any other day on which commercial banks in New York, New York are required or authorized to close by law or executive order, and the Friday after Thanksgiving.

1.1.14. Cash means legal tender of the United States of America or wire transfer from a domestic bank.

1.1.15. Causes of Action means, without limitation, any and all actions, causes of action, liabilities, obligations, rights, suits, damages, judgments, claims and demands whatsoever, whether known or unknown, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Commencement Date or during the course of the Chapter 11 Cases, including through the Effective Date, including, without limitation, all avoidance actions arising under Chapter 5 of the Bankruptcy Code.

1.1.16. Chapter 11 Cases means the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors which are being jointly administered, styled *In re BHM Technologies Holdings, Inc., et al.*, Chapter 11 Case No. 08-04413, currently pending before the Bankruptcy Court.

1.1.17. Claim has the meaning set forth in section 101(5) of the Bankruptcy Code.

1.1.18. Class means a category of holders of Claims or Equity Interests as set forth in Article III of the Plan.

1.1.19. Class U-4 Equity Distribution means the 771,120 shares of New Common Stock which are to be issued by the Reorganized Parent to the holders of Allowed Class U-4 Claims pursuant to and in accordance with section 4.8 of the Plan.

1.1.20. Collateral means any property or interest in property of the estates of the Debtors subject to a Lien to secure the payment or performance of a Claim, which Lien or other encumbrance is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable state law.

1.1.21. Commencement Date means May 19, 2008, the date on which the Debtors commenced the Chapter 11 Cases.

1.1.22. Committee means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to, among others, section 1102 of the Bankruptcy Code on June 6, 2008.

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

1.1.24. Confirmation Hearing means the hearing held by the Bankruptcy Court to consider confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

1.1.25. Confirmation Order means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.1.26. Confirmed means that the Confirmation Order has been entered on the docket of the Bankruptcy Court.

1.1.27. Convenience Claim means any unsecured Claim that is Allowed for an amount of \$1,500.00 or less or is Allowed in an amount greater than \$1,500.00, but which is reduced to \$1,500.00 by irrevocable written election of the holder thereof pursuant to such holder's Ballot. In no event shall any Convenience Claim exceed \$1,500.00 for the purposes of allowance, treatment or distribution under the Plan.

1.1.28. Cure means, subject to section 8.4 of the Plan, the distribution within thirty (30) days after the Effective Date of Cash, or such other property as may be agreed upon by the Reorganized Debtors and the non-Debtor party or ordered by the Bankruptcy Court, with respect to the assumption of an executory contract or unexpired lease, pursuant to section 365(b) of the Bankruptcy Code, in an amount equal to all unpaid monetary obligations, without interest, or such other amount as may be agreed upon by the parties, under such executory contract or unexpired lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable bankruptcy law.

1.1.29. Debtors means, collectively, BHM Technologies Holdings, Inc., BHM Technologies, LLC, The Brown Company International, LLC, The Brown Corporation of America, The Brown Company of Waverly, LLC, The Brown Company of Ionia, LLC, The Brown Corporation of Greenville, Inc., The Brown Company of Moberly, LLC, The Brown Realty Company, LLC, Heckethorn Holdings, Inc., Heckethorn Manufacturing Co., Inc., Midwest Stamping & Manufacturing Co., Midwest Stamping, Inc., Morton Welding Holdings, Inc., and Morton Welding Co., Inc.

1.1.30. Debtors in Possession means the Debtors in their capacity as debtors in possession in the Chapter 11 Cases pursuant to sections 1101, 1107(a) and 1108 of the Bankruptcy Code.

1.1.31. DIP Facility means the post-petition senior secured, super-priority priming Credit and Guarantee Guaranty Agreement dated as of June 6, 2008, in the original principal amount of up to \$45 million, among BHM Technologies, LLC, as borrower, all of the other Debtors, as guarantors, LCPI, in its capacity as administrative agent, and the several banks and other financial institutions from time to time parties thereto, as may be amended from time to time, approved on an interim basis by Bankruptcy Court order dated May 21, 2008, and on a final basis by the Final DIP Order.

1.1.32. DIP Lenders means, collectively: (a) those entities identified as "Lenders" in the DIP Facility and their respective permitted successors and assigns

(solely in their capacity as “Lenders” under the DIP Facility); and (b) any agent bank named therein (solely in its capacity as agent bank under the DIP Facility).

1.1.33. Disbursing Agent means, for purposes of making distributions under the Plan, one or more of the Reorganized Debtors or a designee thereof.

1.1.34. Disclosure Statement means the amended disclosure statement relating to the Plan, including, without limitation, all exhibits and schedules thereto, as the same may be further amended, supplemented or modified from time to time, and as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

1.1.35. Disputed means every Claim which has been or hereafter is listed in the Debtors’ Schedules as unliquidated, disputed or contingent or which is not listed in the Debtors’ Schedules, or which is disputed under the Plan or as to which the Debtors have interposed a timely objection and/or request for estimation in accordance with section 502(c) of the Bankruptcy Code and Bankruptcy Rule 3018, which objection and/or request for estimation has not been withdrawn or determined by a Final Order, and any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely or properly filed. A Claim that is Disputed by the Debtors as to its amount only, shall be deemed Allowed in the amount the Debtors admit is owing, if any, and Disputed as to the excess.

1.1.36. Disputed Claims Reserve means, in the event there exists any Disputed General Unsecured Claim on the Effective Date, New Common Stock to be reserved by the Disbursing Agent in an amount sufficient to make the Class U-4 distribution to holders of all Disputed General Unsecured Claims, if such Disputed General Unsecured Claims become Allowed Claims.

1.1.37. Distribution Record Date means the close of business on the Confirmation Date.

1.1.38. Effective Date means a Business Day selected by the Debtors that is not more than ten (10) Business Days after the first Business Day on which (i) no stay of the Confirmation Order is in effect and (ii) all conditions to the effectiveness of the Plan delineated in section 11.4 of the Plan have been satisfied or waived in accordance with section 11.5 of the Plan.

1.1.39. Entity shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

1.1.40. Equity Interest means the interest of any holder of equity securities or other interests in any of the Debtors represented by the issued and outstanding shares of common or preferred stock (and all series thereof) or membership interests in any of the Debtors, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interest, which was in existence immediately prior to the Commencement Date.

1.1.41. Escrow Agent means JPMorgan Chase Bank, N.A. in its capacity as escrow agent under the Escrow Agreement.

1.1.42. Escrow Agreement means the Escrow Agreement, dated as of May 19, 2008, between AEP, BHM Technologies Holdings, Inc., LCPI and the Escrow Agent, pursuant to which the AEP Investment was placed in escrow.

1.1.43. Exit Facility means a secured revolving credit facility of up to \$35,000,000.00 to be entered into as of the Effective Date by one or more of the Reorganized Debtors, as borrowers and guarantors, having substantially the terms (or more favorable ones taken as a whole, or less favorable ones with the written consent of LCPI) set forth on Exhibit II to the Plan.

1.1.44. Exit Intercreditor Agreement means the intercreditor agreement to be entered into as of the Effective Date among BHM Technologies Holdings, Inc., BHM Technologies LLC, LCPI as collateral agent under the Exit Term Loan, and the collateral agent under the Exit Facility, having substantially the terms set forth on Exhibit IV to the Plan.

1.1.45. Exit Term Loan means the term debt to be issued as of the Effective Date by BHM Technologies, LLC, as borrower, and the other Reorganized Debtors, as guarantors, to the Prepetition First Lien Lenders, as debtholders, in the principal amount of \$92,500,000.00, having substantially the terms set forth on Exhibit III to the Plan.

1.1.46. Final DIP Order means the Final Order under 11 U.S.C. §§ 105, 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and Fed. R. Bankr. P. 2002, 4001 and 9014 (I) Authorizing Debtors To Obtain Post-Petition Financing, (II) Authorizing Debtors to Use Cash Collateral, and (III) Granting Adequate Protection to Prepetition Secured Parties (Docket No. 300), entered by the Bankruptcy Court on June 19, 2008.

1.1.47. Final Order means an order of the Bankruptcy Court or any other court of competent jurisdiction 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 rehearing shall have been waived in writing in form and substance satisfactory to the Debtors or the Reorganized Debtors, as the case may be, or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been upheld by the highest court to which such order was appealed, or from which certiorari, reargument or rehearing was sought 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 or applicable state court rules of civil procedure, may be filed with respect to such order shall not cause such order not to be a Final Order.

1.1.48. First Distribution Date means the date that is ten (10) days after the Effective Date, or, if such date is not a Business Day, the next succeeding Business Day.

1.1.49. First Lien Signatories means the holders of the Prepetition First Lien Debt who are signatories to the Plan Support Agreement.

1.1.50. General Unsecured Claim means any Claim other than a Secured Tax Claim, Other Secured Claim, Prepetition First Lien Secured Debt Claim, Administrative Expense Claim, Priority Tax Claim, Other Priority Claim, Unsecured Ongoing Operations Claim, Convenience Claim or Intercompany Claim.

1.1.51. Independent Director means a director of BHM Technologies Holdings, Inc. who qualifies as an “independent director” under (a) NYSE Rule 303(A)(2) or (b) if BHM Technologies Holdings, Inc. is listed or quoted on another securities exchange or quotation system that has an independence requirement, the comparable rule or regulation of such securities exchange or quotation system on which the New Common Stock is listed or quoted (whether by final rule or otherwise).

1.1.52. Insured Claim means any Claim arising from an incident or occurrence that is covered under any of the Debtors’ insurance policies, but excluding any deductible or self-insured retention amounts not covered by any such policies.

1.1.53. Intercompany Claim means either (i) any Claim against any Debtor held by another Debtor or Non-Debtor Subsidiary, or (ii) any Claim against any Non-Debtor Subsidiary held by BHM Technologies Holdings, Inc.

1.1.54. Intercreditor Agreement means that certain Intercreditor Agreement dated as of July 21, 2006 by, between and among BHM Technologies Holdings, Inc., BHM Technologies, LLC, LCPI, in its capacity as collateral agent under the Prepetition First Lien Credit Agreement, and LCPI, in its then capacity as collateral agent under the Prepetition Second Lien Credit Agreement, and all amendments, supplements or modifications thereto.

1.1.55. LCPI means Lehman Commercial Paper Inc.

1.1.56. Lien has the meaning set forth in section 101(37) of the Bankruptcy Code.

1.1.57. Majority First Lien Lenders means the holders of a majority in dollar amount of the Prepetition First Lien Debt at the time of the hearing to approve the Disclosure Statement, acting through LCPI.

1.1.58. New Common Stock means common stock, \$.01 par value, of the Reorganized Parent. The New Common Stock shall have such rights with respect to dividends, liquidation, voting and other matters as are provided for by applicable

nonbankruptcy law and in the Reorganized BHM Technologies Holdings, Inc.'s By-Laws and the Reorganized BHM Technologies Holdings, Inc.'s Certificate of Incorporation. 9,639,000 shares of New Common Stock shall be issued as of the Effective Date pursuant to the Plan if the New Money Alternative is Confirmed, and 7,036,470 shares shall be issued if the No New Money Alternative is Confirmed (including in each case any shares reserved for the Disputed Claims Reserve).

1.1.59. New Money Alternative means the transactions to restructure the Debtors' balance sheet which may be entered into in accordance with sections 9.2(a) and (b) of the Plan.

1.1.60. No New Money Alternative means the transactions to restructure the Debtors' balance sheet which may be entered into in accordance with sections 9.2(a) and (c) of the Plan if the New Money Alternative is not Confirmed by the Bankruptcy Court.

1.1.61. Non-Debtor Subsidiary means, collectively, The Brown Corporation de Saltillo, S. de R.L. de C.V. and The Brown Corporation de Coahuila, S. de R.L. de C.V.

1.1.62. Other Priority Claim means any Claim, other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code over unsecured Claims, but only to the extent entitled to such priority.

1.1.63. Other Secured Claim means any Secured Claim other than Secured Tax Claims and Prepetition First Lien Secured Debt Claims.

1.1.64. Parent Equity Interest means an Equity Interest in BHM Technologies Holdings, Inc. represented by the issued and outstanding shares of common and preferred stock (and all series thereof) of BHM Technologies Holdings, Inc., whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such Equity Interest, which was in existence immediately prior to the Commencement Date.

1.1.65. Parent Preferred Stock means \$78,750,000.00 in shares of preferred stock, par value \$0.01 per share, which, if the New Money Alternative is Confirmed by the Bankruptcy Court, will be issued by the Reorganized Parent on the Effective Date to the holders of Allowed Prepetition First Lien Secured Debt Claims, having substantially the terms set forth on Exhibit XI to the Plan.

1.1.66. Per Share Value means the value per share of New Common Stock and Parent Preferred Stock.

1.1.67. Person shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

1.1.68. Plan means this amended joint chapter 11 plan of reorganization, including, without limitation, the Plan Supplement, and any exhibits, supplements, appendices and schedules hereto, either in its present form or as the same may be altered, further amended or modified from time to time, in accordance herewith.

1.1.69. Plan Securities means, collectively, the New Common Stock and (x) under the New Money Alternative, the AEP Warrants and Parent Preferred Stock, and (y) under the No New Money Alternative, the Secured Creditors' Options.

1.1.70. Plan Supplement means the supplement or supplements to the Plan containing certain exhibits relevant to the implementation of the Plan or the treatment of Allowed Claims or Equity Interests thereunder, including, without limitation, the Reorganized BHM Technologies Holdings, Inc.'s By-Laws, the Reorganized BHM Technologies Holdings, Inc.'s Certificate of Incorporation (including any certificate of designations), the registration rights agreement, the shareholders agreement, the warrant agreement, the option agreement, and summaries of the material terms of the Exit Term Loan and the Exit Facility, which documents will be filed no later than five days prior to the Confirmation Hearing, to the extent not filed earlier.

1.1.71. Plan Support Agreement means the Plan Support Agreement by, between and among the Debtors, the First Lien Signatories and the Second Lien Signatories, dated as of May 16, 2008 and which was executed and delivered by the parties thereto prior to the Commencement Date, attached as Exhibit V.

1.1.72. Postpetition Interest means interest, commencing on the Commencement Date, on the then outstanding principal amount of an Allowed Claim at the rate determined in accordance with applicable nonbankruptcy law, subject to the Bankruptcy Code.

1.1.73. Prepetition First Lien Credit Agreement means that certain \$270,000,000.00 Credit Agreement, dated as of July 21, 2006, as amended, restated, modified or waived from time to time, by, between and among BHM Technologies LLC, as borrower, the other Debtors and Non-Debtor Subsidiary, as guarantors, the Prepetition First Lien Lenders, and LCPI, in its capacity as administrative agent, and each of their respective successors and assigns, and each of the pledge agreements, ~~guarantees~~guaranties, warrants and other agreements, instruments and documents executed and delivered in connection therewith.

1.1.74. Prepetition First Lien Debt means, for purposes of the Plan only, the obligations owing by each of the Debtors to the financial institutions from time to time party to the Prepetition First Lien Credit Agreement in the aggregate Allowed amount of \$264,850,000.00 as of the Commencement Date.

1.1.75. Prepetition First Lien Deficiency Claims means the amount of the Prepetition First Lien Debt that exceeds the aggregate of the Prepetition First Lien Secured Debt Claims. The Prepetition First Lien Deficiency Claims are Allowed for

purposes of the Plan only in the aggregate amount of \$72,200,000.00 and are included in Class U-4.

1.1.76. Prepetition First Lien Lenders means the lenders from time to time party to the Prepetition First Lien Credit Agreement, solely in such capacity.

1.1.77. Prepetition First Lien Secured Debt Claims means the amount of the Prepetition First Lien Lenders' Claims that are Secured Claims, which, for purposes of the Plan only, are in the aggregate Allowed amount of \$192,650,000.00.

1.1.78. Prepetition Second Lien Credit Agreement means that certain \$65,000,000.00 Credit Agreement, dated as of July 21, 2006, as amended, restated, modified or waived from time to time, by, between and among BHM Technologies LLC, as borrower, the other Debtors and Non-Debtor Subsidiary, as guarantors, the Prepetition Second Lien Lenders and LCPI, in its then capacity as administrative agent, and each of their respective successors and assigns, and each of the pledge agreements, ~~guarantees~~guaranties, warrants and other agreements, instruments and documents executed and delivered in connection therewith.

1.1.79. Prepetition Second Lien Debt means, for purposes of the Plan only, the obligations owing by each of the Debtors to the financial institutions from time to time party to the Prepetition Second Lien Credit Agreement in the aggregate Allowed amount of \$72,200,000.00 as of the Commencement Date, and which are included in Class U-4.

1.1.80. Prepetition Second Lien Lenders means the lenders from time to time party to the Prepetition Second Lien Credit Agreement, solely in such capacity.

1.1.81. Priority Tax Claim means any Claim of a governmental unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.1.82. Pro Rata means, when used with reference to a distribution of property to holders of Allowed Claims or Allowed Equity Interests in a particular Class or other specified group of Claims or Equity Interests pursuant to Article III, proportionately so that with respect to a particular Allowed Claim or Allowed Equity Interest in such Class or in such group, the ratio of (a)(i) the amount of property to be distributed on account of such Claim or Equity Interest to (ii) the amount of such Claim or Equity Interest, is the same as the ratio of (b)(i) the amount of property to be distributed on account of all Allowed Claims or Equity Interests in such Class or group of Claims or Equity Interests to (ii) the amount of all Allowed Claims or Allowed Equity Interests, as the case may be, in such Class or group of Claims or Equity Interests.

1.1.83. Released Parties means, collectively and individually, the Debtors, the Reorganized Debtors, the Non-Debtor Subsidiary, the DIP Lenders, LCPI, the Prepetition First Lien Lenders, S.A.C., the Prepetition Second Lien Lenders and the holders of Equity Interests, but excluding any such Person or Entity who (i) votes to reject the Plan, (ii) objects to confirmation of the Plan, (iii) fails to release any of the

other Released Parties in accordance with section 10.5 of the Plan, or (iv) is a defendant in the action styled *BHM Technologies Holdings, Inc., v. TC Brown Holdings, L.L.C., et al.*, Case No. 601389/08 (N.Y. Sup. Ct.), and the officers, directors, employees, affiliates, subsidiaries, advisors, professionals, agents and representatives of any such Person or Entity.

1.1.84. Reorganized BHM Technologies Holdings, Inc.'s By-Laws means the by-laws of the Reorganized Parent, as amended and restated, in substantially the form contained in Exhibit XV to the Plan and which shall comply with section 1123(a)(6) of the Bankruptcy Code.

1.1.85. Reorganized BHM Technologies Holdings, Inc.'s Certificate of Incorporation means the certificate of incorporation of the Reorganized Parent, as amended and restated, in substantially the form set forth in Exhibit XIV to the Plan and which shall comply with section 1123(a)(6) of the Bankruptcy Code.

1.1.86. Reorganized Debtors means, collectively, the Debtors on and after the Effective Date.

1.1.87. Reorganized Parent means BHM Technologies Holdings, Inc., and any successor thereto by merger, consolidation or otherwise, on and after the Effective Date.

1.1.88. Restructuring Term Sheet means the Term Sheet for Proposed Restructuring of BHM Technologies LLC, attached as Exhibit H to the Disclosure Statement.

1.1.89. Restructuring Transactions means, collectively, those mergers, consolidations, restructurings, dispositions, liquidations and/or dissolutions that the Reorganized Debtors determine to be necessary or appropriate to effect a corporate restructuring of their respective businesses or otherwise to simplify their overall corporate structure, as more fully described in section 9.3 of the Plan.

1.1.90. S.A.C. means S.A.C. Domestic Investments, L.P., as successor administrative agent under the Prepetition Second Lien Credit Agreement.

1.1.91. Schedules means the schedules of assets and liabilities, the lists of holders of Equity Interests and the statements of financial affairs filed by the Debtors under section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, and all amendments and modifications thereto through and including the date by which objections to Claims must be filed with the Bankruptcy Court pursuant to section 7.1 of the Plan.

1.1.92. Second Lien Signatories means the holders of the Prepetition Second Lien Debt that are signatories to the Plan Support Agreement.

1.1.93. Secured Claim means any Claim, to the extent reflected in the Debtors' Schedules or a proof of claim as a Secured Claim, which is secured by a Lien on

Collateral to the extent of the value of such Collateral, as determined in accordance with section 506(a) of the Bankruptcy Code, or, in the event that such Claim is subject to a permissible setoff under section 553 of the Bankruptcy Code, to the extent of such permissible setoff, including Secured Tax Claims, Prepetition First Lien Secured Debt Claims, and Other Secured Claims.

1.1.94. Secured Creditors' Equity Distribution means the 6,265,350 shares of New Common Stock to be issued on a Pro Rata basis by the Reorganized Parent on the Effective Date to the holders of Allowed Prepetition First Lien Secured Debt Claims in Class S-3.

1.1.95. Secured Creditors' Options means options to acquire 180,422 shares of New Common Stock, which, only if the No New Money Alternative is Confirmed by the Bankruptcy Court, will be granted on the Effective Date on a Pro Rata basis to the holders of Allowed Prepetition First Lien Secured Debt Claims in Class S-3, having substantially the terms set forth on Exhibit XIII to the Plan, and subject to the terms and conditions of section 9.14 of the Plan.

1.1.96. Secured Tax Claim means any Secured Claim of a governmental unit for unpaid taxes that is secured by a Lien on property arising from operation of a statute.

1.1.97. Stock and Warrant Sale Agreement means the agreement between BHM Technologies Holdings, Inc. and AEP pursuant to which, only if the New Money Alternative is Confirmed by the Bankruptcy Court, AEP will acquire the AEP Equity Stake, having substantially the terms set forth on Exhibit XX to the Plan.

1.1.98. Subsidiary Debtor Equity Interests means, as to a particular Debtor other than BHM Technologies Holdings, Inc., any Equity Interests in such Debtor.

1.1.99. Unsecured Ongoing Operations Claim means each unsecured Claim arising before the Commencement Date that is held by a Person or Entity who is providing goods and/or services to the Debtors as of the Effective Date or who the Debtors believe, at the time they commence solicitation of acceptances on the Plan, will provide goods and/or services to the Reorganized Debtors from and after the Effective Date; provided, however, that the Claim of any such holder that ceases to provide goods and/or services to the Debtors after the commencement of solicitation of acceptances on the Plan and before the Effective Date, without the Debtors' consent, may, in the Debtors' sole discretion, be reclassified as a General Unsecured Claim in Class U-4, and the Debtors shall file a notice of such reclassification with the Bankruptcy Court and serve such notice upon the holder of any such Claim.

1.2. Interpretation; Application of Definitions and Rules of Construction

. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and

neuter. Unless otherwise specified, all section, article, schedule or exhibit references in the Plan are to the respective Section in, Article of, Schedule to, or Exhibit to, the Plan. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. A term used herein that is not defined herein, but that is used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan.

ARTICLE II

TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS, PRIORITY TAX CLAIMS AND DIP FACILITY CLAIMS

2.1. Non-Classification

. As provided in section 1123(a) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims are not classified for the purposes of voting on or receiving distributions under the Plan. All such Claims are instead treated separately pursuant to the terms set forth in this Article II, as are the post-Commencement Date claims under the DIP Facility.

2.2. Administrative Expense Claims

. Except to the extent that any Entity entitled to payment of an Allowed Administrative Expense Claim agrees to a less favorable treatment, each holder of an Allowed Administrative Expense Claim (save only Allowed Administrative Expense Claims for professional compensation and reimbursement of expenses which are specifically addressed in section 2.3 below and Claims under the DIP Facility which are specifically addressed in section 2.5 below) shall receive Cash in an amount equal to such Allowed Administrative Expense Claim on the later of the Effective Date and the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is practicable; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors in Possession shall be paid in full and performed by the Reorganized Debtors in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions.

2.3. Professional Compensation and Reimbursement Claims

. All Entities seeking an award by the Bankruptcy Court of compensation for services rendered and reimbursement of expenses incurred through and including the Effective Date under sections 330 or 331 of the Bankruptcy Code or entitled to the priorities established pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code shall (a) file their respective final applications for allowances of

compensation for services rendered and reimbursement of expenses incurred through the Effective Date by no later than the date which is forty five (45) days after the Effective Date, or such other date as may be fixed by the Bankruptcy Court and (b) if granted such an award by the Bankruptcy Court, be paid in full in Cash in such amounts as are Allowed by the Bankruptcy Court, (i) on the later of the Effective Date and the date upon which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is practicable, (ii) upon such other terms as may be mutually agreed upon between such holder of an Administrative Expense Claim and the Reorganized Debtors, or (iii) in accordance with the terms of any applicable administrative procedures order entered by the Bankruptcy Court.

2.4. Priority Tax Claims

. Except to the extent that a holder of an Allowed Priority Tax Claim has been paid prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall receive, in full and complete settlement, satisfaction and discharge of its Allowed Priority Tax Claim, at the option of the Reorganized Debtors, (a) Cash in an amount equal to such Allowed Priority Tax Claim on the later of the Effective Date and the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as is practicable, (b) in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, equal annual Cash payments commencing on the first anniversary of the Effective Date in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest on any outstanding balance from the Effective Date at the applicable rate under non-bankruptcy law, over a period not exceeding five years after the Commencement Date or (c) upon such other terms determined by the Bankruptcy Court to provide the holder of such Allowed Priority Tax Claim with deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim; provided, however, that the Reorganized Debtors shall have the right to pay any Allowed Priority Tax Claim, or any remaining balance, in full, at any time on or after the Effective Date, without premium or penalty. All Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business as such obligations become due.

Under the Plan, no holder of an Allowed Priority Tax Claim shall be entitled to any payments on account of any interest accrued on such Claims from and after the Commencement Date or other Postpetition Interest or penalty with respect to or in connection with an Allowed Priority Tax Claim. Any such Claim or demand for any interest accrued on such Claims from and after the Commencement Date or other Postpetition Interest or penalty will be discharged upon confirmation by section 1141(d)(1) of the Bankruptcy Code, and the Allowed Priority Tax Claim holder shall not assess or attempt to collect such accrued interest or penalty from the Reorganized Debtors or their property.

2.5. DIP Facility Claims

. Unless otherwise agreed to by the DIP Lenders pursuant to the DIP Facility or the Final DIP Order, all post-Commencement Date claims held by the DIP Lenders under the DIP

Facility shall be paid in full, in Cash, in accordance with the terms of the DIP Facility and the Final DIP Order, on or before the Effective Date, from the proceeds of the first draw under the Exit Facility and, to the extent such draw is insufficient, then from available Cash of the Debtors or the Reorganized Debtors, including the AEP Investment (subject to the terms of the Escrow Agreement and AEP Plan Support Agreement). Upon receipt of full payment on account thereof, the DIP Lenders' Liens shall be immediately released and/or assigned to the Reorganized Debtors' lender(s) under the Exit Facility, and the DIP Lenders shall execute and deliver to the Reorganized Debtors, at the Reorganized Debtors' sole cost and expense, such instruments of release, satisfaction and/or assignment (in recordable form) as may be reasonably requested by the Reorganized Debtors in connection therewith.

ARTICLE III

CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

Claims, other than Administrative Expense Claims and Priority Tax Claims, and Equity Interests, are classified for all purposes, including voting, confirmation and distribution pursuant to the Plan, below. Pursuant to section 506(a) of the Bankruptcy Code, (x) the Prepetition First Lien Debt Claims are bifurcated into (i) the Prepetition First Lien Secured Debt Claims and (ii) the Prepetition First Lien Deficiency Claims, the former of which are included in Class S-3 and the latter of which are included in Class U-4 and (y) the Prepetition Second Lien Lenders' Claims are treated in their entirety as Class U-4 General Unsecured Claims. For informational purposes, Class U-4 (General Unsecured Claims) consists of all unsecured claims that are not Convenience Claims, Intercompany Claims or Unsecured Ongoing Operations Claims, specifically: (i) the Prepetition First Lien Deficiency Claims, (ii) the Prepetition Second Lien Lenders' Claims, (iii) any executory contract or lease rejection damage Claims under section 8.2 of the Plan or otherwise, (iv) any Claims for contribution to or indemnification of any third party (other than pursuant to an assumed contract), (v) any Claims in respect of environmental liabilities for property not owned or operated by a Debtor as of the Commencement Date, (vi) the disputed litigation Claim of Collins & Aikman, (vii) any other litigation Claims, whether or not covered by insurance, and any subrogation or other secondary Claims on account of any such litigation, (viii) any Claim arising under or in connection with the unsecured promissory note issued in favor of Robert L. Netherton, Jr., on February 12, 1999 and subsequently assigned to First National Bank of Waverly and Oak Hill Bank, and (ix) any unsecured Claim that the Debtors may reclassify from Class U-2 to Class U-4 in accordance with the definition of Unsecured Ongoing Operations Claim.

<u>Class</u>	<u>Status</u>
Class P-1 - Other Priority Claims	Unimpaired/Deemed to Accept
Class S-1 - Secured Tax Claims	Unimpaired/Deemed to Accept

Class S-2 - Other Secured Claims	Unimpaired/Deemed to Accept
Class S-3 - Prepetition First Lien Secured Debt Claims	Impaired – May Vote
Class U-1 - Convenience Claims	Unimpaired/Deemed to Accept
Class U-2 - Unsecured Ongoing Operations Claims	Impaired – May Vote
Class U-3 - Intercompany Claims	Unimpaired/Deemed to Accept
Class U-4 - General Unsecured Claims	Impaired – May Vote
Class E-1 - Parent Equity Interests	Impaired/Deemed to Reject
Class E-2 - Subsidiary Debtor Equity Interests	Unimpaired/Deemed to Accept

ARTICLE IV

TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.1. Class P-1 – Other Priority Claims

(a) Impairment and Voting. Class P-1 is unimpaired by the Plan. Each holder of an Allowed Other Priority Claim is conclusively presumed to have accepted the Plan, and is not entitled to vote to accept or reject the Plan.

(b) Treatment. Except to the extent that a holder of an Allowed Other Priority Claim has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Other Priority Claim shall receive, in full and complete settlement, satisfaction and discharge of its Allowed Other Priority Claim, Cash in an amount equal to such Allowed Other Priority Claim on the later of the Effective Date and the date such Other Priority Claim becomes an Allowed Other Priority Claim, or as soon thereafter as is practicable.

4.2. Class S-1 – Secured Tax Claims

(a) Impairment and Voting. Class S-1 is unimpaired by the Plan. Each holder of an Allowed Secured Tax Claim is conclusively presumed to have accepted the Plan, and is not entitled to vote to accept or reject the Plan.

(b) Treatment. Except to the extent that a holder of an Allowed Secured Tax Claim has been paid prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Secured Tax Claim shall receive, in full and complete settlement, satisfaction and discharge of its Allowed Secured Tax Claim, at the option of the Reorganized Debtors, (i) Cash in an amount equal to such Allowed Secured Tax Claim, including any interest on such Allowed Secured Tax Claim required

to be paid pursuant to section 506(b) of the Bankruptcy Code, on the later of the Effective Date and the date such Secured Tax Claim becomes an Allowed Secured Tax Claim, or as soon thereafter as is practicable, (ii) commencing on the first anniversary of the Effective Date and continuing on each anniversary thereafter over a period not exceeding five years after the Commencement Date, equal annual Cash payments in an aggregate amount equal to such Allowed Secured Tax Claim, together with interest at the applicable rate under non-bankruptcy law, subject to the sole option of the Debtors or the Reorganized Debtors to prepay the entire amount of the Allowed Secured Tax Claim at any time, or (iii) upon such other terms determined by the Bankruptcy Court to provide the holder of such Allowed Secured Tax Claim with deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Secured Tax Claim.

(c) Retention of Liens. Except to the extent that a holder of an Allowed Secured Tax Claim has been paid prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Secured Tax Claim shall retain the Liens (or replacement Liens), if any, securing its Allowed Secured Tax Claim as of the Effective Date until full and final payment of such Allowed Secured Tax Claim is made as provided herein, and upon such full and final payment, such Liens shall be deemed null and void and shall be unenforceable for all purposes. As to any holder of an Allowed Secured Tax Claim that has been paid prior to the Effective Date, such Liens shall be deemed null and void and shall be unenforceable for all purposes.

4.3. Class S-2 – Other Secured Claims

(a) Impairment and Voting. Class S-2 is unimpaired by the Plan. Each holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan, and is not entitled to vote to accept or reject the Plan.

(b) Treatment. Except to the extent that a holder of an Allowed Other Secured Claim has been paid prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Other Secured Claim shall receive, in full and complete settlement, satisfaction and discharge of its Allowed Other Secured Claim, at the option of the Reorganized Debtors, (i) Cash in an amount equal to such Allowed Other Secured Claim, including any interest on such Allowed Other Secured Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code, on the later of the Effective Date and the date such Other Secured Claim becomes an Allowed Other Secured Claim, or as soon thereafter as is practicable, or (ii) the Collateral securing its Allowed Other Secured Claim and any interest on such Allowed Other Secured Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code, on the later of the Effective Date and the date such Other Secured Claim becomes an Allowed Other Secured Claim, or as soon thereafter as is practicable.

(c) Retention of Liens. Except to the extent that a holder of an Allowed Other Secured Claim has been paid prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Other Secured Claim shall retain the Liens (or replacement Liens), if any, securing its Allowed Other Secured Claim as of the Effective Date until any distribution(s) shall have been made to such holder hereunder, at

which time such Liens shall be deemed null and void and shall be unenforceable for all purposes. As to any holder of an Allowed Other Secured Claim that has been paid prior to the Effective Date, such Liens shall be deemed null and void and shall be unenforceable for all purposes.

4.4. Class S-3 - Prepetition First Lien Secured Debt Claims

(a) Impairment and Voting. Class S-3 is impaired by the Plan. Each holder of an Allowed Prepetition First Lien Secured Debt Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. Under all circumstances, each holder of Allowed Prepetition First Lien Secured Debt Claims will receive, on the Effective Date, its Pro Rata share of (i) the Exit Term Loan and (ii) the Secured Creditors' Equity Distribution. LCPI and the Prepetition First Lien Lenders shall also retain all adequate protection payments received by them during the Debtors' Chapter 11 Cases, and all reasonable fees and expenses of LCPI's and the Prepetition First Lien Lenders' professionals in connection with the negotiation and documentation of the Plan and the Exhibits hereto shall be paid in full by the Reorganized Debtors promptly after the Effective Date.

(i) Only if the New Money Alternative is Confirmed by the Bankruptcy Court, each holder of Allowed Prepetition First Lien Secured Debt Claims will also receive, on the Effective Date, its Pro Rata share of the Parent Preferred Stock.

(ii) Only if the No New Money Alternative is Confirmed by the Bankruptcy Court, each holder of Allowed Prepetition First Lien Secured Debt Claims will receive its Pro Rata share of the Secured Creditors' Options.

(iii) LCPI shall receive on the Effective Date a cash payment of \$287,405.71 and the lesser of \$100,000.00 or the actual legal fees and expenses incurred by S.A.C. in connection with the Chapter 11 Cases.

(iv) The distributions in paragraphs (b)(i), (b)(ii) and (b)(iii) above are also subject in all respects to the terms and conditions of sections 9.14 and 9.15 of the Plan.

(v) The foregoing shall be in full and complete settlement, satisfaction and discharge of the Allowed Prepetition First Lien Secured Debt Claims.

(c) Retention of Liens. Except to the extent that holders of Allowed Prepetition First Lien Secured Debt Claims have been paid prior to the Effective Date or agree to a different treatment, the holders of Allowed Prepetition First Lien Secured Debt Claims shall be granted Liens securing the Exit Term Loan as of the Effective Date, and subject to the Exit Intercreditor Agreement, until full and final payment of the Exit Term Loan is made as provided herein, and upon such full and final

payment, such Liens shall be deemed null and void and shall be unenforceable for all purposes.

(d) Amended and Restated Guarantees~~Guaranties~~. Any and all ~~guarantees~~guaranties provided in connection with the Prepetition First Lien Debt shall be amended and restated with respect to the Exit Term Loan and shall only guarantee the obligations thereunder.

4.5. Class U-1 – Convenience Claims

(a) Impairment and Voting. Class U-1 is unimpaired by the Plan. The holder of a Convenience Claim is conclusively presumed to have accepted the Plan, and is not entitled to vote to accept or reject the Plan.

(b) Treatment. The holder of an Allowed Convenience Claim shall receive, in full and complete settlement, satisfaction and discharge of such Allowed Claim, on the later of the First Distribution Date and the date such Convenience Claim becomes an Allowed Convenience Claim, Cash in an amount equal to one hundred (100%) percent of such Allowed Convenience Claim, without Postpetition Interest; provided, however, that in no event shall the holder of an Allowed Convenience Claim receive more than \$1,500.00.

4.6. Class U-2 - Unsecured Ongoing Operations Claims

(a) Impairment and Voting. Class U-2 is impaired by the Plan. Each holder of an Allowed Unsecured Ongoing Operations Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. Each holder of an Allowed Unsecured Ongoing Operations Claims in Class U-2 shall receive, in full and complete settlement, satisfaction and discharge of its Allowed Class U-2 Claim, Cash in an amount equal to one hundred (100%) percent of such Allowed Class U-2 Claim, without Postpetition Interest, payable in six equal, consecutive monthly installments commencing on the later of (x) the date such Claim becomes an Allowed Unsecured Ongoing Operations Claim and (y) the First Distribution Date; provided, however, that in no event shall the holder of an Allowed Unsecured Ongoing Operations Claim (i) receive more than the face amount of its Allowed Claim and (ii) that receives a distribution in any other Class on account of such Claim receive a distribution on account of such Claim in this Class.

The Reorganized Debtors may, in their sole discretion, prepay one or more of the monthly installments to holders of Allowed Unsecured Ongoing Operations Claims who extend normalized trade credit or provide other business terms acceptable to the Reorganized Debtors on a post-Effective Date basis.

4.7. Class U-3 - Intercompany Claims

(a) Impairment and Voting. Class U-3 is unimpaired by the Plan. Each holder of an Allowed Intercompany Claim is conclusively presumed to have accepted the Plan, and is not entitled to vote to accept or reject the Plan.

(b) Treatment. Allowed Intercompany Claims in Class U-3 will be adjusted, continued or discharged to the extent determined appropriate by the Debtors or the Reorganized Debtors, in their sole discretion. Any such transaction may be effected on or subsequent to the Effective Date without any further action by the holders of Equity Interests of any of the Debtors or the Reorganized Debtors.

4.8. Class U-4 - General Unsecured Claims

(a) Impairment and Voting. Class U-4 is impaired by the Plan. Each holder of an Allowed General Unsecured Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. The holders of Allowed General Unsecured Claims in Class U-4 shall receive, in full and complete settlement, satisfaction and discharge of their Allowed Class U-4 Claims, the following treatment:

- If Class U-4 votes to accept the Plan, each holder of an Allowed General Unsecured Claim shall receive, on the later of the Effective Date and the date such Class U-4 Claim becomes an Allowed Class U-4 Claim, its Pro Rata share of the Class U-4 Equity Distribution.
- If Class U-4 votes to reject the Plan, Class U-4 shall receive no distribution of any kind and the Debtors shall seek confirmation of the Plan, notwithstanding such rejection, under section 1129(b) of the Bankruptcy Code.

4.9. Class E-1 - Parent Equity Interests

(a) Impairment and Voting. Class E-1 is impaired by the Plan. The holders of Equity Interests in BHM Technologies Holdings, Inc. are conclusively presumed to have voted to reject the Plan and, accordingly, they are not entitled to vote to accept or reject the Plan.

(b) Treatment. The holders of Allowed Parent Equity Interests shall not receive any distributions on account of such Equity Interests. On the Effective Date, all Equity Interests in BHM Technologies Holdings, Inc. shall be extinguished.

4.10. Class E-2 - Subsidiary Debtor Equity Interests

(a) Impairment and Voting. Class E-2 is unimpaired by the Plan. The holders of Subsidiary Debtor Equity Interests are conclusively presumed to

have voted to accept the Plan, and they are not entitled to vote to accept or reject the Plan.

(b) Treatment. The holders of Allowed Subsidiary Debtor Equity Interests in Class E-2 shall, at the option of the Reorganized Debtors, either (i) be unaffected by the Plan, in which case the Debtor holding such Equity Interests, shall continue to hold such Equity Interests or (ii) be cancelled and new Equity Interests in the applicable subsidiary Debtor shall be issued pursuant to the Plan to the Reorganized Parent or Reorganized Debtor that holds such Equity Interests.

ARTICLE V

PROVISIONS GOVERNING ACCEPTANCE OR REJECTION OF THE PLAN

5.1. Voting of Claims

(a) Each holder of an Allowed Claim in an impaired Class of Claims that is entitled to vote on the Plan pursuant to Articles III and IV of the Plan shall be entitled to vote to accept or reject the Plan as provided in such order as is entered by the Bankruptcy Court establishing procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, or any other order(s) of the Bankruptcy Court.

(b) A Ballot which indicates an acceptance of the Plan shall be deemed to be an acceptance of the New Money Alternative and the No New Money Alternative as well as the Debtors' order of preference set forth in section 5.4 of the Plan.

5.2. Elimination of Vacant Classes

. Any Class of Claims that is not occupied as of the date of commencement of the Confirmation Hearing by the holder of an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 (*i.e.*, no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

5.3. Nonconsensual Confirmation

. If any impaired Class of Claims or Equity Interests entitled to vote does not accept the Plan by the requisite statutory majorities provided in section 1126(c) of the Bankruptcy Code, the Debtors reserve the right to amend the Plan in accordance with section 13.7 hereof or undertake to have the Bankruptcy Court confirm the Plan under section 1129(b) of the Bankruptcy Code or both. With respect to any impaired Classes of Claims or Equity Interests that are deemed to reject the Plan, the Debtors shall request the Bankruptcy Court to confirm the Plan under section 1129(b) of the Bankruptcy Code.

5.4. No Re-Solicitation for No New Money Alternative

. The Debtors will seek, in the first instance, to confirm the New Money Alternative. If the Bankruptcy Court confirms the New Money Alternative, the Debtors will proceed to consummate it. Otherwise, the Debtors will seek confirmation of the No New Money Alternative without the necessity of re-soliciting votes on the Plan.

ARTICLE VI

PROVISIONS GOVERNING DISTRIBUTIONS

6.1. Distributions for Claims and Equity Interests Allowed as of the Effective Date

. Except as otherwise provided in this Article VI, distributions of Cash and Plan Securities to be made on the Effective Date to holders of Allowed Claims and Equity Interests shall be deemed made on the Effective Date if made on the Effective Date or as soon thereafter as practicable, but in any event no later than: (i) thirty (30) days after the Effective Date; or (ii) with respect to any particular Claim, such later date when the applicable conditions of sections 8.3 and 8.4 (regarding Cure payments for executory contracts and unexpired leases being assumed) or section 6.4(c) (regarding undeliverable distributions), as applicable, are satisfied. Distributions on account of Claims that become Allowed Claims after the Effective Date will be made pursuant to section 7.4 of the Plan and, if applicable, section 7.5 of the Plan.

6.2. Prepayment Right

. Subject to any restrictions set forth in the Exit Facility and/or the Exit Term Loan, the Reorganized Debtors retain the right to prepay any Allowed Claim in their business judgment. _

6.3. Disbursing Agent

. All distributions under the Plan shall be made by the Disbursing Agent or such other Person designated by the Reorganized Debtors. The Disbursing Agent will serve without bond or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court; and in the event that the Disbursing Agent is otherwise ordered, all costs and expenses of procuring such bond or other security shall be borne by the Reorganized Debtors. The Disbursing Agent may employ or contract with other Persons to assist with respect to its responsibilities under the Plan, including, without limitation, making all distributions contemplated hereby.

6.4. Method of Delivery of Distributions Under the Plan.

(a) Distributions of Cash. All distributions under the Plan shall be made in accordance with the priorities established by the Plan. At the option of the Disbursing Agent, any Cash payment to be made pursuant to the Plan may be made by check or wire transfer.

(b) Delivery of Distributions. Distributions to the holders of Allowed Claims will be made as follows: (i) at the respective addresses set forth in the Schedules unless superseded by the address set forth on the proofs of claim filed by holders of Claims, or (ii) at the address set forth in any written notice of address change delivered to the Disbursing Agent after the date of filing of any proof of claim. Distributions to the holders of Prepetition First Lien Deficiency Claims and Prepetition First Lien Secured Debt Claims shall be made to LCPI, in its capacity as administrative agent under the Prepetition First Lien Credit Agreement, for further distribution to individual holders of Prepetition First Lien Deficiency Claims and Prepetition First Lien Secured Debt Claims, subject to section 9.14 of the Plan.

(c) Undeliverable and Unclaimed Distributions. Subject to the terms of this section 6.4(c), distributions returned to the Disbursing Agent or otherwise undeliverable will remain in the possession of the Disbursing Agent until such time as a distribution becomes deliverable. Undeliverable Cash and Plan Securities will be held by the Disbursing Agent for the benefit of the potential Claim holders of such Cash or Plan Securities, as the case may be, subject to the terms of this section 6.4(c). Pending the distribution of any Plan Securities, the Disbursing Agent shall vote, and shall be deemed to vote, all Plan Securities that are eligible to vote and held by the Disbursing Agent, whether relating to undeliverable distributions or undelivered distributions, in the same proportion as all outstanding shares of Plan Securities that are properly cast in a stockholder vote.

If any holder of an Allowed Claim's distribution is returned as undeliverable, the Disbursing Agent may, but shall not be required to, take reasonable steps to attempt to deliver the distribution to the holder of the Allowed Claim. Any holder of an Allowed Claim that does not advise the Disbursing Agent that it has not received its, his or her distribution within one hundred and twenty (120) days after the date of attempted distribution will have its, his or her Claim for such undeliverable distribution discharged and will be forever barred from asserting any such Claim against the Reorganized Debtors or their property. In such cases, undeliverable distributions will become property of the Reorganized Parent, free of any restrictions thereon, and such undeliverable distributions held by the Disbursing Agent will be returned to the Reorganized Parent. Distributions must be negotiated within one hundred and twenty (120) days of the date of distribution.

(d) Allocation of Plan Distributions. All distributions in respect of Allowed Claims will be allocated first to the original principal amount of such Claims (as determined for federal income tax purposes), with any excess allocated to the remaining portion of such Claims, if any.

(e) Timing of Distributions. In the event any payment, distribution or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or distribution or the performance of such act may be completed on or as soon as reasonably practicable after the next

succeeding Business Day, but shall be deemed to have been completed as of the required date.

6.5. Insured Claims

. To the extent that proceeds of insurance prove insufficient or otherwise unavailable to satisfy any Insured Claims, distributions under the Plan to any holder of an Insured Claim shall be in accordance with the treatment provided to the holders of General Unsecured Claims in Class U-4 of the Plan. Nothing herein shall constitute or be deemed a waiver of any defense, right or Cause of Action, including any right of setoff, that the Debtors may have against any Person or Entity in connection with or arising out of any Insured Claim.

6.6. Fractional Securities

. Notwithstanding any other provision of the Plan, only whole numbers of shares of Plan Securities will be issued and distributed pursuant to the Plan. For purposes of distribution, the actual issuance shall reflect a rounding up (in the case of .5000 or more than .5000) of such fraction to the nearest whole or a rounding down of such fraction (in the case of .4999 or less).

6.7. Distribution Record Date

. As of the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Equity Interests, including, without limitation, for the Parent Equity Interests, as maintained by Debtors or their respective transfer agents, shall be deemed closed, and there shall be no further changes made to reflect any new record holders of any Claims or Equity Interests. The Disbursing Agent will have no obligation to recognize any transfer or sale of Claims or Equity Interests on or occurring after the Distribution Record Date and will be entitled for all purposes herein to recognize and make distributions only to those holders who are holders of Claims or Equity Interests as of the Distribution Record Date. Except as otherwise provided in a Final Order, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 prior to the Distribution Record Date will be treated as the holders of such Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to such transfer may not have expired by the Distribution Record Date.

6.8. Setoffs

. Except with respect to Intercompany Claims, the Debtors may, but shall not be required to, setoff against any Claim (for purposes of determining the Allowed amount of such Claim in respect of which distribution shall be made), any claims of any nature whatsoever that the Debtors may have against the holder of such Claim; provided that, in the event the Debtors seek to exercise such setoff rights against the holder of a Claim that is a debtor in a case under the Bankruptcy Code, the Debtors shall comply with the requirements of the Bankruptcy Code, including seeking relief from the automatic stay, if and to the extent necessary.

ARTICLE VII

PROCEDURES FOR RESOLVING AND TREATING DISPUTED ADMINISTRATIVE EXPENSE CLAIMS AND CLAIMS

7.1. Objections to and Resolution of Administrative Expense Claims and Claims

. Except as to applications for allowance of compensation and reimbursement of expenses under sections 330, 331 and 503 of the Bankruptcy Code, the Reorganized Debtors shall, on and after the Effective Date, have the exclusive right to make and file objections to Administrative Expense Claims and Claims. On and after the Effective Date, the Reorganized Debtors shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to Administrative Expense Claims and Claims and compromise, settle or otherwise resolve Disputed Administrative Expense Claims and Disputed Claims without approval of the Bankruptcy Court. Unless otherwise ordered by the Bankruptcy Court, the Reorganized Debtors shall file all objections to Administrative Expense Claims and Claims that are the subject of proofs of claim or requests for payment filed with the Bankruptcy Court (other than applications for allowances of compensation and reimbursement of expenses), as the case may be, and serve such objections upon the holder of the Administrative Expense Claim or Claim as to which the objection is made as soon as is practicable, but in no event later than one hundred and twenty (120) days after the Effective Date or such later date as may be approved by the Bankruptcy Court.

7.2. No Distribution Pending Allowance

. Notwithstanding any other provision of the Plan, no Cash or Plan Securities shall be distributed under the Plan on account of any Disputed Claim unless and until such Claim is deemed Allowed.

7.3. Estimation

. The Debtors and the Reorganized Debtors may, at any time, request that the Bankruptcy Court estimate any contingent or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Reorganized Debtors have previously objected to such Claim. In the event the Bankruptcy Court estimates any contingent or Disputed Claim, the estimated amount may constitute a maximum limitation on such Claim, as determined by the Bankruptcy Court. Notwithstanding this, the Debtors and the Reorganized Debtors may elect to pursue any supplemental proceedings to object to the allowance and payment of such Claim. All of the aforementioned Claims objection and estimation procedures are cumulative and not exclusive of one another.

7.4. Allowance of Disputed Unsecured Ongoing Operations Claims

. If, after the Effective Date, any Disputed Unsecured Ongoing Operations Claim is deemed Allowed, the Reorganized Debtors shall make six equal, consecutive monthly

distributions to the holder of such Allowed Claim, commencing on the next date on which the holders of Allowed Claims in Class U-2 are scheduled to receive an interim Plan distribution pursuant to section 4.6(b) of the Plan, provided that such date is at least five (5) Business Days following the date on which the Disputed Claim becomes an Allowed Claim; otherwise, distributions shall commence on the next succeeding distribution date. In the event that such commencement date occurs after the date on which the final monthly Plan distribution to the holders of Allowed Claims in Class U-2 has been made pursuant to section 4.6(b) of the Plan, the Reorganized Debtors shall commence making such distributions on the first day of the month following the date on which the Disputed Claim becomes an Allowed Claim, provided that such date is at least five (5) Business Days following the date on which the Disputed Claim becomes an Allowed Claim; otherwise, distributions shall commence on the first day of the next succeeding month.

7.5. Allowance of Disputed General Unsecured Claims

. If, after the Effective Date, any Disputed General Unsecured Claim is deemed Allowed, the Reorganized Debtors shall, on the date that is at least ten (10) Business Days following the date on which the Disputed Claim becomes an Allowed Claim, distribute from the Disputed Claims Reserve to the holder of such Allowed Claim the amount of New Common Stock that would have been distributed to such holder under the Plan on the date distribution(s) previously were made to holders of Allowed General Unsecured Claims had such Claim been an Allowed Claim on such date, which amount shall (i) not exceed the amount of New Common Stock reserved on account of such Claim, and (ii) take into account the necessity, if any, of maintaining a Disputed Claims Reserve on such date.

Within 10 business days after all Disputed General Unsecured Claims have become Allowed Claims or have otherwise been resolved by Final Order of the Bankruptcy Court and all applicable distributions have been made from the Disputed Claims Reserve, any New Common Stock remaining in the Disputed Claims Reserve shall be distributed Pro Rata to holders of Allowed General Unsecured Claims.

ARTICLE VIII

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1. Assumption of Executory Contracts and Unexpired Leases

. Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that exist between the Debtors and any Person or Entity shall be deemed assumed by the Debtors on the Confirmation Date and effective as of the Effective Date, except for any executory contract or unexpired lease (i) that has been rejected pursuant to an order of the Bankruptcy Court entered prior to the Confirmation Date, (ii) as to which a motion for approval of the rejection of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date or (iii) listed on

Exhibit XVIII hereto [Exhibit Listing Executory Contracts and Unexpired Leases to be Rejected].

8.2. Rejection of Certain Contracts

Each contract and lease listed on Exhibit XVIII will be rejected only to the extent that any such contract or lease constitutes an executory contract or unexpired lease. The Debtors and the Reorganized Debtors reserve the right, at any time on or prior to the Effective Date, to amend Exhibit XVIII to (i) add any executory contract or unexpired lease, thus providing for its rejection; or (ii) delete any executory contract or unexpired lease therefrom, thus providing for its assumption. The Debtors or the Reorganized Debtors, as the case may be, will provide notice of any amendments to Exhibit XVIII to the parties to the executory contracts or unexpired leases affected thereby and to the parties on the then-applicable service list in the Chapter 11 Cases. The Confirmation Order will constitute an order of the Bankruptcy Court approving the rejection of any executory contract or unexpired lease listed on Exhibit XVIII, pursuant to section 365 of the Bankruptcy Code, as of the Confirmation Date, provided that the Effective Date occurs. Any Allowed Claims for rejection damages shall be included in Class U-4.

8.3. Approval of Assumption of Executory Contracts and Unexpired Leases

. Entry of the Confirmation Order shall, subject to and conditioned upon the occurrence of the Effective Date, constitute the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases assumed pursuant to section 8.1 hereof, effective as of the Effective Date.

8.4. Cure of Defaults

. Except as may otherwise be agreed to by the Debtors or the Reorganized Debtors, as the case may be, and the non-Debtor party to a particular contract or lease, any and all undisputed defaults under any executory contract or unexpired lease assumed by the Reorganized Debtors pursuant to section 8.1 hereof shall be satisfied by Cure, in accordance with section 365(b)(1) of the Bankruptcy Code. The Debtors shall file and serve a pleading with the Bankruptcy Court no later than twenty (20) days prior to the Confirmation Hearing listing the Cure amounts of all executory contracts and unexpired leases to be assumed. The parties to such executory contracts and unexpired leases shall have fifteen (15) days to object to the Cure amounts listed by the Debtors, and the failure to timely object to a particular Cure amount shall conclusively bind such non-Debtor party. In the event of a dispute regarding (1) the amount of any Cure payment, (2) the ability of the Reorganized Debtors 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 (3) any other matter pertaining to assumption, the Cure payment(s) required shall be made following the entry of a Final Order resolving the dispute. All Disputed defaults that are required to be Cured shall be Cured either within twenty (20) days after the entry of a Final Order determining the amount, if any, of the Reorganized Debtors’ liability with respect thereto, or as may otherwise be agreed

to by the parties. Notwithstanding any of the foregoing, if the Bankruptcy Court determines that a Cure amount is greater than the Cure amount identified by the Debtors, the Debtors or the Reorganized Debtors, as the case may be, may elect to reject the particular executory contract or unexpired lease at such time rather than paying such greater Cure amount.

8.5. Retiree Benefits

. The Debtors maintain certain retiree benefit plans, funds or programs which may qualify as “retiree benefits” as defined in section 1114 of the Bankruptcy Code. To the extent such plans, funds or programs fall within the scope of section 1114 of the Bankruptcy Code and continue to be maintained by the applicable Reorganized Debtor, the applicable Reorganized Debtor will continue to make such payments required pursuant to 11 U.S.C. § 1129(a)(13) under such plans, funds or programs for the duration that it is obligated to continue to provide such benefits.

8.6. Compensation and Benefit Programs

. All pre-Confirmation Date health care plans, savings plans, performance-based incentive plans, workers' compensation programs and life, disability, directors' and officers' liability, and other insurance and similar plans are treated as executory contracts under the Plan and shall, on the Effective Date, be deemed assumed by the Reorganized Debtors in accordance with sections 365(a) and 1123(b)(2) of the Bankruptcy Code. Notwithstanding the foregoing, such deemed assumption shall not include the assumption of any Equity Interests, stock options, warrants or similar rights, whether or not provided for in any such plans.

8.7. Customer Agreements

. To the extent (i) the Debtors are party to any contract, purchase order or similar agreement providing for the sale of the Debtors' products or services, (ii) any such agreement constitutes an executory contract or unexpired lease and (iii) such agreement (A) has not been rejected pursuant to a Final Order of the Bankruptcy Court, (B) is not subject to a pending motion for reconsideration or appeal of an order authorizing the rejection of such executory contract or unexpired lease, or (C) is not subject to a motion to reject such executory contract or unexpired lease filed on or prior to the Confirmation Date, such contract, purchase order or similar agreement will be deemed assumed and assigned to the Reorganized Parent on the Confirmation Date and effective as of the Effective Date in accordance with the provisions and requirements of sections 365(a) and 1123(b)(2) of the Bankruptcy Code.

ARTICLE IX

MEANS FOR IMPLEMENTATION OF THE PLAN AND PROVISIONS REGARDING CORPORATE GOVERNANCE

9.1. Continued Corporate Existence and Vesting of Assets

. Except as otherwise provided herein (including with respect to the Restructuring Transactions described in section 9.3), in the Confirmation Order or in the Exit Facility documents, on the Effective Date: (1) each Debtor will, as a Reorganized Debtor, continue to exist after the Effective Date as a separate legal entity, with all of the powers of such a legal entity under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, dissolution or otherwise) under applicable state law; and (2) all property of the estate of a Debtor, and any property acquired by a Debtor or Reorganized Debtor under the Plan, will vest, subject to the Restructuring Transactions, in such Reorganized Debtor free and clear of all Claims, Liens, charges, other encumbrances, Equity Interests and other interests. On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire and dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan, the Confirmation Order or the Exit Facility documents. Without limiting the foregoing, each Reorganized Debtor may pay the charges that it incurs on or after the Effective Date for professionals' fees, disbursements, expenses or related support services (including fees relating to the preparation of professionals' fee applications) without application to, or the approval of, the Bankruptcy Court.

9.2. New Money Alternative; No New Money Alternative

(a) Common Features. The Plan provides for two alternatives for the restructuring of Claims against, and Equity Interests in, the Debtors - the New Money Alternative and the No New Money Alternative. Under both alternatives, the following Plan treatment remains the same:

- Allowed Prepetition First Lien Secured Debt Claims in Class S-3 will receive the Exit Term Loan and the Secured Creditors' Equity Distribution.
- Allowed Claims in Classes U-1 and U-2 will be paid in full, without Postpetition Interest, pursuant to the terms of their Class treatment delineated in sections 4.5 and 4.6, respectively, of the Plan.
- Allowed Intercompany Claims in Class U-3 shall be treated as specified in section 4.7 of the Plan.
- Allowed Claims in Class U-4 will receive the Class U-4 Equity Distribution, provided that the Class votes to accept the Plan.
- Allowed Equity Interests in Classes E-1 (Parent Equity Interests) and E-2 (Subsidiary Debtor Equity Interests) shall be treated as specified in sections 4.9 and 4.10, respectively, of the Plan.

(b) New Money Alternative

Under the New Money Alternative, on the Effective Date and pursuant to the terms of the Escrow Agreement and a Stock and Warrant Sale Agreement, the AEP Investment will be released from escrow and used to purchase the AEP Equity Stake. AEP's 2,602,530 shares of New Common Stock will represent 27% of the primary (*i.e.*, non-diluted) New Common Stock. As a result, under the New Money Alternative, the holders of Allowed Claims in Class S-3 will hold 65% of the New Common Stock and the holders of Allowed Claims in Class U-4 will hold 8% of the New Common Stock, provided that Class U-4 votes to accept the Plan and it is Confirmed. As described in section 4.4(b) of the Plan, in the New Money Alternative, the holders of Allowed Prepetition First Lien Secured Debt Claims in Class S-3 will receive, in addition to the Exit Term Loan and the Secured Creditors' Equity Distribution, the Parent Preferred Stock, subject to the settlements between the Prepetition First Lien Lenders and the Prepetition Second Lien Lenders and the Prepetition Second Lien Lenders and AEP set forth in sections 9.14 and 9.15, respectively, of the Plan. No other Class treatment shall change under the New Money Alternative.

(c) No New Money Alternative

In the event that (i) the New Money Alternative is not Confirmed, (ii) the Debtors fail to consummate the New Money Alternative, (iii) the New Money Alternative is withdrawn or abandoned, or (iv) if for any other reason the New Money Alternative is not available to the Debtors at the time of the Confirmation Hearing on the Plan, the Debtors intend to seek confirmation of the No New Money Alternative and, if the No New Money Alternative is Confirmed, pursue consummation thereof.

In the No New Money Alternative, if Class U-4 votes to accept the Plan, the New Common Stock distributions will result in the holders of Allowed Claims in Class S-3 holding 89% of the primary (*i.e.*, non-diluted) equity of the Reorganized Parent and the holders of Allowed Claims in Class U-4 holding 11% of such equity. However, if Class U-4 votes to reject the Plan, the holders of Allowed Claims in Class S-3 will hold 100% of the New Common Stock in the Reorganized Parent on a non-diluted basis. Class S-3 will also receive the Secured Creditors' Options under the No New Money Alternative, subject to the terms of section 9.14 of the Plan.

9.3. Restructuring Transactions

(a) Restructuring Transactions Generally. On or after the Confirmation Date, the applicable Debtors or Reorganized Debtors may enter into such Restructuring Transactions and may take such actions as the Debtors or Reorganized Debtors may determine to be necessary or appropriate to effect a corporate restructuring of their respective businesses or to simplify their overall corporate structure, to the extent not inconsistent with any other terms of the Plan. Unless otherwise provided by the terms of a Restructuring Transaction, all such Restructuring Transactions will be deemed to occur on the Effective Date and may include one or more mergers, consolidations, restructurings, dispositions, liquidations or dissolutions, as may be determined by the

Debtors or the Reorganized Debtors to be necessary or appropriate. The actions to effect these transactions may include: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation or dissolution containing terms that are consistent with the terms of the Plan and that satisfy the 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, dissolution or change in corporate form pursuant to applicable state law; and (iv) the taking of 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. Any such transactions may, subject to the Plan, be effected on or subsequent to the Effective Date without any further action by the stockholders or directors of any of the Debtors or the Reorganized Debtors.

(b) Obligations of Any Successor Corporation in a Restructuring Transaction. The Restructuring Transactions may 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 corporations. In each case in which the surviving, resulting or acquiring corporation 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 the Plan or 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.

9.4. Corporate Governance; Directors and Officers

(a) Certificate of Incorporation and By-Laws. As of the Effective Date, the Reorganized BHM Technologies Holdings, Inc.'s Certificate of Incorporation and Reorganized BHM Technologies Holdings, Inc.'s By-Laws (or comparable constituent documents) will be substantially in the forms set forth in Exhibits XIV and XV, respectively, to the Plan. Such documents, among other things, will: (a) prohibit the issuance of nonvoting equity securities to the extent required by section 1123(a)(6) of the Bankruptcy Code; and (b) authorize the issuance of the Plan Securities in amounts not less than the amounts necessary to permit the distributions required or contemplated by the Plan. After the Effective Date, the Reorganized Parent and each other Reorganized Debtor may amend and restate their articles of incorporation or by-laws (or comparable constituent documents) as permitted by applicable state law, subject to the terms and conditions of such constituent documents and in a manner that is not inconsistent with applicable terms of the Exit Facility documents. On the Effective Date, or as soon thereafter as is practicable, the Reorganized Parent shall file the Reorganized BHM Technologies Holdings, Inc.'s Certificate of Incorporation and Reorganized BHM

Technologies Holdings, Inc.'s By-Laws (or comparable constituent documents) with the secretary of state of the State of Delaware (in which the Reorganized Parent is incorporated), to the extent required by and in accordance with the applicable corporate law of the State of Delaware.

(b) Directors and Officers of Reorganized Parent and the Other Reorganized Debtors.

(i) Officers. Subject to any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, from and after the Effective Date, the initial officers of the Reorganized Parent and the other Reorganized Debtors will consist of the individuals identified on Exhibit XVI to the Plan. Such officers shall serve in accordance with applicable non-bankruptcy law and the terms of any employment agreements.

(ii) Board Composition - New Money Alternative; No New Money Alternative

(A) General Provisions. All stockholders (other than holders of limited voting Common Stock (as defined in the stockholders agreement)) shall agree to vote their shares of New Common Stock in accordance with the designations set forth below. Except as set forth in the stockholders agreement, all actions shall require a majority vote of the board of directors.

(B) New Money Alternative. If the New Money Alternative is Confirmed by the Bankruptcy Court, the initial board of directors shall consist of seven members, as follows: (i) the chief executive officer of the Reorganized Parent, (ii) four individuals designated by the Majority First Lien Lenders and identified in the Plan Supplement, and (iii) so long as AEP, together with its affiliates, beneficially owns at least 20% of the shares of the New Common Stock then outstanding, two AEP Directors (which shall be reduced to one AEP Director if AEP beneficially owns less than 20%, but at least 10%, of the shares of the New Common Stock then outstanding). The board of directors shall be divided into 3 classes. Class I shall consist of both the Reorganized Parent's chief executive officer and chairperson and shall have a term initially expiring at the first annual meeting of the Reorganized Parent's stockholders after the Effective Date. Class II shall consist of one director designated by the Majority First Lien Lenders and one of the AEP Directors, and shall have a term initially expiring at the second annual meeting of the Reorganized Parent's stockholders after the Effective Date. Class III shall consist of the remaining directors and shall have a term initially expiring at the third annual meeting of the Reorganized Parent's stockholders after the Effective Date. All directors shall serve for terms of three years after the expiration of these initial terms.

(C) No New Money Alternative. If the No New Money Alternative is Confirmed by the Bankruptcy Court, the initial board of directors of the Reorganized Parent will be composed of five members (to be identified in the Plan Supplement), as follows: (i) the chief executive officer of the Reorganized Parent and (ii)

four individuals designated prior to the Confirmation Hearing by the Majority First Lien Lenders. The board of directors shall be divided into 3 classes. Class I shall consist of the chief executive officer of the Reorganized Parent and shall have a term initially expiring at the first annual meeting of the Reorganized Parent's stockholders after the Effective Date. Class II shall consist of two directors designated pursuant to clause (ii) above and shall have a term initially expiring at the second annual meeting of the Reorganized Parent's stockholders after the Effective Date. Class III shall consist of the remaining directors and shall have a term initially expiring at the third annual meeting of the Reorganized Parent's stockholders after the Effective Date. All directors shall serve for terms of three years after the expiration of these initial terms.

9.5. Plan Securities and Section 1145 Exemption

. The Plan Securities, when issued or distributed as provided in the Plan, will be duly authorized, validly issued and, if applicable, fully paid and nonassessable. Each distribution and issuance under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Person or Entity receiving such distribution or issuance. The issuance of the Plan Securities is hereby authorized without further corporate act or action under applicable law, regulation, order or rule. None of the Plan Securities shall be registered under applicable securities law and neither the Debtors nor the Reorganized Debtors shall have any registration obligation, except as provided in the registration rights agreement attached as Exhibit VIII to the Plan. The issuance of Plan Securities pursuant to the Plan shall be exempt from registration under the Securities Act of 1933, as amended, and any applicable state or local law, in accordance with section 1145 of the Bankruptcy Code, except the AEP Equity Stake, if issued, shall instead be exempt from such registration under Rule 506 of Regulation D promulgated under the Securities Act of 1933, as amended.

9.6. Stockholders Agreement, Registration Rights Agreement, Stock and Warrant Sale Agreement, Warrant Agreement and Option Agreement

. On the Effective Date, the Reorganized Parent and certain other parties shall enter into a stockholders agreement, a registration rights agreement, and, depending on which alternative is Confirmed, a Stock and Warrant Sale Agreement, a warrant agreement or an option agreement, substantially as set forth on Exhibits VII, VIII, XII, and XIII, respectively, to the Plan.

9.7. Employment, Retirement and Other Related Agreements; Executive Compensation; Workers' Compensation Programs; Executive and Director Equity Plans

. As of the Effective Date, the Reorganized Debtors will have the authority to: (a) maintain, amend or revise existing employment, retirement, welfare, incentive, severance, indemnification and other agreements with its active directors, officers and employees, subject to the terms and conditions of any such agreement; and (b) enter into

new employment, retirement, welfare, incentive, severance, indemnification and other agreements for active employees.

- Executive Compensation. The Reorganized Parent contemplates the retention of all or substantially all of its present senior management. As of the Effective Date, all existing executive employment agreements for all retained members of the Reorganized Parent's management will be assumed in accordance with their terms. Notwithstanding the foregoing, any provisions in any such employment agreements providing for Equity Interests in the Reorganized Parent shall not be assumed and shall be treated as Class E-1 Parent Equity Interests.
- Continuation of Workers' Compensation Programs. From and after the Effective Date, the Reorganized Debtors will continue to administer and pay the Claims arising before the Petition Date under the Debtors' workers' compensation programs in all applicable jurisdictions in accordance with the Debtors' prepetition practices and procedures, applicable plan documents and governing state law; provided, however, that the Claims arising from the Debtors' prepetition contractual assumption of, or indemnity for, the liabilities of third parties under workers' compensation programs will be treated as Claims, to the extent Allowed, in Class U-2.
- Management Equity Plan. On the Effective date, there shall be allocated 9% of the shares of New Common Stock on a fully diluted basis for members of the Reorganized Parent's management pursuant to the terms of a management equity plan, which is generally described on Exhibit X to the Plan. Under the New Money Alternative, this 9% allocation translates to 1,134,000 shares of New Common Stock. Under the No New Money Alternative, it translates to 721,689 shares of New Common Stock. All individual allocations of New Common Stock under the management equity plan (and options to purchase the same) shall be determined by the Reorganized Parent's board of directors.

- Independent Director Equity Plan. From and after the Effective Date, Independent Directors shall be granted options to purchase up to 1% of shares of New Common Stock on a fully diluted basis at an exercise price to be determined by the Reorganized Debtors under both the New Money Alternative and the No New Money Alternative. Under the New Money Alternative, this 1% allocation translates to 126,000 shares of New Common Stock. Under the No New Money Alternative, it translates to 80,188 shares of New Common Stock.

9.8. Funding of the Plan

. Cash payments required under the Plan may be funded from existing Cash balances on and after the Effective Date from, among other things, ongoing operations, the AEP Investment (subject to the terms of the Escrow Agreement) and the proceeds of the Exit Facility.

9.9. Direction to Parties

. From and after the Effective Date, the Reorganized Debtors may apply to the Bankruptcy Court for an order directing any necessary party to execute or deliver, or to join in the execution or delivery of, any instrument required to effect a transfer of property dealt with by the Plan, and to perform any other act, including the satisfaction of any Lien, that is necessary for the consummation of the Plan, pursuant to section 1142(b) of the Bankruptcy Code.

9.10. Cancellation of Notes and Securities

. On the Effective Date, except as otherwise provided for herein, the Parent Equity Interests and any notes, indentures or other instruments or documents evidencing or creating any indebtedness or obligations of, or interests in, the Debtors, except such notes or other instruments evidencing indebtedness or obligations of the Debtors that are unimpaired or amended and restated under the Plan, shall be cancelled and the holders thereof shall have no further rights or entitlements in respect thereof against the Reorganized Debtors or their property except the rights to receive any distributions to be made to such holders under the Plan and all Liens against the Reorganized Debtors and Non-Debtor Subsidiary shall be automatically released.

9.11. Exit Facility

. The Reorganized Debtors' entry into the Exit Facility and the Exit Term Loan and the inurrence of the indebtedness thereunder on the Effective Date is hereby authorized without the need for further corporate act or action and without any act or action by holders of Claims or Equity Interests.

9.12. Survival of Indemnification Obligations

. Subject to the occurrence of the Effective Date, notwithstanding anything to the contrary in Articles III or IV of the Plan, the obligations of the Debtors to indemnify, defend, reimburse and/or provide contribution to their directors, officers, agents and employees who were serving in such capacity at the Commencement Date, pursuant to certificates of incorporation, by-laws, applicable state law, statutes or contractual obligations (in each case, subject to any applicable limitations), in respect of all past, present and future actions, suits, and proceedings against any of such directors, officers, agents and employees, based upon any act or omission related to service with, for or on behalf of the Debtors, shall not be discharged or impaired by confirmation and consummation of the Plan but shall survive unaffected by the reorganization contemplated by the Plan. Nothing contained in the Plan shall be deemed to affect or alter any rights of any director or officer against any insurer with respect to the Debtors' directors' and officers' insurance policies.

9.13. Release of Non-Debtor Subsidiary

. On the Effective Date, all ~~guarantees~~~~guaranties~~ executed and delivered by the Non-Debtor Subsidiary under the Prepetition Second Lien Credit Agreement will be deemed released. The Prepetition Second Lien Lenders (or S.A.C. acting on their behalf) shall, immediately after the occurrence of the Effective Date, return to the Reorganized Debtors (i) all original promissory notes previously executed and delivered pursuant to the Prepetition Second Lien Credit Agreement by the Non-Debtor Subsidiary, marked "paid," (ii) all original ~~guarantees~~~~guaranties~~ executed and delivered pursuant to the Prepetition Second Lien Credit Agreement by the Non-Debtor Subsidiary, marked "released," and (iii) all stock and member certificates pledged by the Non-Debtor Subsidiary under the Prepetition Second Lien Credit Agreement.

9.14. Prepetition First Lien Lenders and Prepetition Second Lien Lenders' Settlement

. In compromise and settlement of any claims that the Prepetition Second Lien Lenders and S.A.C. may make against the Prepetition First Lien Lenders and LCPI under the Intercreditor Agreement or otherwise related to the Debtors, LCPI, for the ratable accounts of the Prepetition First Lien Lenders, shall, on the Effective Date, and subject to Articles VI and VII of the Plan, deliver and assign to S.A.C., as additional compensation to all Prepetition Second Lien Lenders that are Released Parties, (i) the reasonable fees and expenses of the financial and legal advisors to S.A.C., in its capacity as agent under the Prepetition Second Lien Credit Agreement, in the amount of \$287,405.71, plus an additional amount equal to the lesser of (a) \$100,000.00 and (b) the legal fees and expenses incurred by S.A.C. in connection with the Debtors' Chapter 11 Cases and (ii) for the ratable benefit of all Prepetition Second Lien Lenders that are Released Parties, (a) if the No New Money Alternative is Confirmed, the Secured Creditors' Options or (b) if the New Money Alternative is Confirmed, (x) shares representing \$3,750,000.00 in issue price of Parent Preferred Stock and (y) the shares of New Common Stock otherwise attributable to the Prepetition First Lien Deficiency Claims.

9.15. AEP and Prepetition Second Lien Lenders' Settlement

. If the New Money Alternative is Confirmed by the Bankruptcy Court, in consideration of the releases provided for AEP, including in their capacity as officers and directors of the Debtors, AEP shall, on the Effective Date, and subject to Articles VI and VII of the Plan, assign and deliver to S.A.C., for the ratable benefit of the Prepetition Second Lien Lenders, shares of New Common Stock equal to the number of shares of New Common Stock received by the holders of Class U-4 General Unsecured Claims other than in respect of the Prepetition First Lien Deficiency Claims and Claims under the Prepetition Second Lien Credit Agreement; provided, however, that the maximum number of such shares to be assigned and delivered by AEP shall not exceed 24,098 shares of New Common Stock.

9.16. Issuance of Common Stock by the Reorganized Parent. The Reorganized Parent is authorized to issue any shares of common stock, including, without limitation, the New Common Stock, permitted by and pursuant to the terms of the Reorganized BHM Technologies Holdings, Inc.'s Certificate of Incorporation and any other applicable documents, without the need for any further authorization of the Bankruptcy Court.

ARTICLE X

EFFECT OF CONFIRMATION OF PLAN

10.1. Term of Bankruptcy Injunction or Stays

. Unless otherwise provided in the Confirmation Order, all injunctions or stays provided for in the Chapter 11 Cases under sections 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.

10.2. Causes of Action Reserved and Preserved

. As of the Effective Date, any and all Causes of Action, including, without limitation, all actions listed in Exhibit XIX to the Plan, but excluding avoidance actions accruing to the Debtors and/or Debtors in Possession under Chapter 5 of the Bankruptcy Code ~~and all actions listed in Exhibit XIX to the Plan~~, shall be reserved and preserved by, and for the benefit of, the Reorganized Debtors, and the proceeds of such Causes of Action shall be retained by the Reorganized Debtors.— Any avoidance actions accruing to the Debtors and/or Debtors in Possession under Chapter 5 of the Bankruptcy Code shall be deemed waived as of the Effective Date.

10.3. Discharge of Debtors

. The rights afforded herein and the treatment of all Claims herein shall be in exchange for and in complete satisfaction, discharge and release of all Claims of any kind or nature whatsoever, including any Postpetition Interest accrued on such Claims, against the Debtors and the Debtors in Possession, or any of their assets or properties. Except as

otherwise provided herein, (a) on the Effective Date, all Claims against and Equity Interests in the Debtors shall be, and shall be deemed to be, satisfied, discharged and released in full, and (b) all Persons shall be precluded from asserting against the Reorganized Debtors, their successors, or their assets or properties any other or further Claims or Equity Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Confirmation Date.

10.4. Injunction

. Except as otherwise expressly provided in the Plan, the Confirmation Order or a separate order of the Bankruptcy Court, all Persons or Entities who have held, hold or may hold Claims against or Equity Interests in the Debtors and/or their estates, are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors or the Reorganized Debtors with respect to any such Claim or Equity Interest, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors or the Reorganized Debtors on account of any such Claim or Equity Interest, (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or the Reorganized Debtors or against the property of the Debtors or the Reorganized Debtors, and (d) commencing or continuing in any manner any action or other proceeding of any kind with respect to any claims which are extinguished, dismissed or released pursuant to the Plan. Such injunction shall extend to successors of the Debtors and the Reorganized Debtors and their property and interests in property. Notwithstanding the foregoing, no statutory lien claimant shall be precluded from asserting any lien or encumbrance which such statutory lien claimant would otherwise be entitled to assert as a matter of applicable non-bankruptcy law.

10.5. Releases.

(a) General Releases By Debtors and Reorganized Debtors.

As of the Effective Date, except with respect to obligations under the Plan, the Debtors and the Reorganized Debtors, on behalf of themselves, their respective estates and their respective successors, assigns and any and all Persons or Entities who may purport to claim by, through, for or because of them, forever release, waive and discharge all liabilities that they have, had or may have against any Released Party, including any avoidance actions arising under Chapter 5 of the Bankruptcy Code; provided, however, that such release, waiver and discharge do not, and shall not be construed to, release, waive or discharge any independent, non-derivative claim that any creditor may hold. All such releases shall be in form and substance customary for transactions of this type and otherwise as agreed to by counsel to the Debtors.

(b) Release of Released Parties by Other Released Parties.

From and after the Effective Date, except with respect to obligations under the Plan, to the fullest extent permitted by applicable law, the Released Parties shall, without further action, be deemed to release each other from any and all liabilities that any Released Party is entitled to assert against any other Released Party in any way relating to any

Debtor, the Chapter 11 Cases, the estates, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation or consummation of the Plan, the property to be distributed under the Plan, the Exhibits to the Plan, the Disclosure Statement, any contract, instrument, release or other agreement or document related to any Debtor, the Chapter 11 Cases or the estates created, modified, amended, terminated or entered into in connection with either the Plan or any agreement between the Debtors and any Released Party, or any other act taken or omitted to be taken in connection with the Debtors' Chapter 11 Cases; provided, however, that the foregoing provisions shall not affect the liability of any Released Party that otherwise would result from any act or omission to the extent such act or omission is determined by a Final Order to have constituted gross negligence or willful misconduct. All such releases shall be binding upon and inure to the benefit of the Released Party's officers, directors, employees, affiliates, subsidiaries, advisors, professionals, agents and representatives, all of which shall be deemed to be Released Parties for all purposes hereunder.

10.6. Comprehensive Settlement of Claims and Controversies

. Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan will constitute a good faith compromise and settlement of all claims or controversies relating to the rights that a holder of a Claim (including Intercompany Claims) or Equity Interest may have with respect to any Allowed Claim or Allowed Equity Interest or any distribution to be made pursuant to the Plan on account of any Allowed Claim or Allowed Equity Interest. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies, including, without limitation, those set forth in sections 9.14 and 9.15 of the Plan, and the Bankruptcy Court's finding that all such compromises or settlements are in the best interests of the Debtors, their estates, the Reorganized Debtors and the holders of Claims and Equity Interests and are fair, equitable and reasonable.

10.7. Binding Effect

. Subject to the occurrence of the Effective Date, on and after the Confirmation Date, the Plan shall be binding upon and inure to the benefit of the Debtors and the holders of Claims and Equity Interests and their respective successors and assigns, including the Reorganized Debtors, whether or not the Claim or Equity Interest of such holder is impaired under the Plan, whether or not such holder has accepted the Plan and whether or not such holder is entitled to a distribution under the Plan.

ARTICLE XI

EFFECTIVENESS OF THE PLAN

11.1. Conditions Precedent to Confirmation

. The following are conditions precedent to the entry of the Confirmation Order, unless such conditions, or any of them, have been satisfied or duly waived pursuant to section 11.5 of the Plan:

(a) The Confirmation Order is in form and substance reasonably satisfactory to the Debtors and LCPI and shall include a finding by the Bankruptcy Court that the Plan Securities (other than the AEP Equity Stake) will be exempt from registration under applicable securities laws pursuant to section 1145 of the Bankruptcy Code.

(b) The Plan shall not have been materially amended, altered or modified from the Plan as filed on August 5, 2008, unless such material amendment, alteration or modification has been made in accordance with section 13.7 of the Plan.

(c) All Exhibits to the Plan are in form and substance reasonably satisfactory to the Debtors and LCPI, and are not inconsistent with the terms of the Restructuring Term Sheet.

11.2. Conditions Precedent to Confirmation of New Money Alternative

The following are conditions precedent to the entry of the Confirmation Order under the New Money Alternative, unless such conditions, or any of them, have been satisfied or duly waived pursuant to section 11.5 of the Plan:

(a) The AEP Investment is in the escrow account created by the Escrow Agent.

(b) The Escrow Agreement is in full force and effect.

(c) No notice or other event identified in section 4(b) of the Escrow Agreement has been provided, as contemplated therein.

(d) The Stock and Warrant Sale Agreement is in full force and effect, and the securities evidencing the AEP Equity Stake are exempt from registration under applicable securities laws.

11.3. Conditions Precedent to Confirmation of No New Money Alternative

The following are conditions precedent to the entry of the Confirmation Order under the No New Money Alternative, unless such conditions, or any of them, have been satisfied or waived pursuant to section 11.5 of the Plan:

(a) The New Money Alternative has not been Confirmed;

(b) The Debtors have failed to consummate the New Money Alternative;

(c) The New Money Alternative has been withdrawn or abandoned; or

(d) For any other reason the New Money Alternative is not available to the Debtors at the time of the Confirmation Hearing on the Plan.

11.4. Conditions Precedent to Occurrence of Effective Date

. The following are conditions precedent to the occurrence of the Effective Date for the Plan, unless such conditions, or any of them, have been satisfied or duly waived pursuant to section 11.5 of the Plan:

(a) The Bankruptcy Court shall have entered the Confirmation Order on or before October 1, 2008.

(b) The Bankruptcy Court shall have entered an order (contemplated to be part of the Confirmation Order) approving and authorizing the Debtors and the Reorganized Debtors to take all actions necessary or appropriate to implement the Plan, including completion of the Restructuring Transactions and the other transactions contemplated by the Plan and all contracts, instruments, releases and other agreements or documents entered into or delivered in connection with the Plan.

(c) No stay of the Confirmation Order shall then be in effect.

(d) The Exit Facility documents shall be in form and substance reasonably satisfactory to the Debtors and LCPI, shall not be inconsistent with the terms of the Restructuring Term Sheet, and shall have been executed and delivered by all parties thereto and all conditions precedent thereto shall have been satisfied or waived in accordance with the terms thereof.

(e) The Exit Term Loan documents shall be in form and substance reasonably satisfactory to the Debtors and LCPI and shall have been executed and delivered by all parties thereto.

(f) LCPI shall have received an Exit Term Loan ~~guarantee~~guaranty and collateral agreement, executed and delivered by a duly authorized officer of BHM Technologies Holdings, Inc., BHM Technologies LLC and each of the other Reorganized Debtors.

(g) LCPI shall have received a mortgage covering each of the properties mortgaged by any of the Reorganized Debtors under the Exit Term Loan ~~guarantee~~guaranty and collateral agreement (the "Mortgaged Properties"), executed and delivered by a duly authorized officer of each party thereto.

(h) LCPI shall have received the following executed legal opinions in connection with the Exit Term Loan:

(i) a mortgage enforceability opinion of local counsel in each of Michigan, Missouri, Ohio, South Carolina, and Illinois and in form and substance as may be reasonably required by LCPI; and

(ii) a legal opinion of local counsel in Ohio in form and substance as may be reasonably required by LCPI.

(i) LCPI shall have received (i) the certificates representing the shares of capital stock pledged pursuant to the Exit Term Loan ~~guarantee~~guaranty and collateral agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof, (ii) an acknowledgment and consent, substantially in the form of an annex to the Exit Term Loan ~~guarantee~~guaranty and collateral agreement, duly executed by any issuer of capital stock pledged pursuant to the Exit Term Loan ~~guarantee~~guaranty and collateral agreement that is not itself a party to the Exit Term Loan ~~guarantee~~guaranty and collateral agreement and (iii) each promissory note (if any) pledged pursuant to the Exit Term Loan ~~guarantee~~guaranty and collateral agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank reasonably satisfactory to the administrative agent) by the pledgor thereof.

(j) Each document (including, without limitation, any Uniform Commercial Code financing statement) required by the Exit Term Loan security documents or under law or reasonably requested by LCPI to be filed, registered or recorded in order to create in favor of LCPI, for the benefit of the secured parties under the Exit Term Loan, a perfected first priority Lien on the collateral described therein (to the extent that perfection may be achieved by such filing, registration or recordal under the laws of the United States of any jurisdiction thereof), prior and superior in right to any other Person (other than with respect to Liens expressly permitted by the Exit Term Loan), shall have been filed, registered or recorded or shall have been delivered to LCPI in proper form for filing, registration or recordation in accordance with the Exit Term Loan security documents.

(k) Title Insurance; Flood Insurance.

(i) If requested by LCPI, LCPI shall have received, and the title insurance company issuing the policy referred to in clause (ii) below (the "Title Insurance Company") shall have received, maps or plats of an as-built survey of the sites of the Mortgaged Properties certified to LCPI and the Title Insurance Company in a manner reasonably satisfactory to them, dated a date reasonably satisfactory to LCPI and the Title Insurance Company by an independent professional licensed land surveyor satisfactory to LCPI and the Title Insurance Company, which maps or plats and the surveys on which they are based shall be made in accordance with the Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by the American Land Title Association and the American Congress on Surveying and Mapping in 1992.

(ii) LCPI shall have received in respect of each Mortgaged Property a mortgagee's title insurance policy (or policies) or marked up unconditional binder for such insurance. Each such policy shall (A) be in an amount reasonably satisfactory to LCPI; (B) be issued at ordinary rates; (C) insure that the mortgage insured thereby creates a valid first priority Lien on such Mortgaged Property free and clear of all defects and encumbrances, except as disclosed therein; (D) name LCPI for the benefit of the secured parties under the Exit Term Loan as the insured thereunder; (E) contain such endorsements and affirmative coverage as LCPI may reasonably request and (F) be issued by title companies reasonably satisfactory to LCPI (including any such title companies acting as co-insurers or reinsurers, at the reasonable option of LCPI). LCPI shall have received evidence reasonably satisfactory to it that all premiums in respect of each such policy, all charges for mortgage recording tax, and all related expenses, if any, have been paid.

(iii) If requested by LCPI, in the event that any of the improved Mortgaged Properties is determined to be located within an area that has been identified by the Director of the Federal Emergency Management Agency as a Special Flood Hazard Area ("SFHA"), BHM Technologies LLC shall purchase and maintain flood insurance on the Mortgaged Properties. The amount of said flood insurance shall comply with applicable federal regulations as required by the Flood Disaster Protection Act of 1973, as amended.

(iv) LCPI shall have received a copy of all recorded documents referred to, or listed as exceptions to title in, the title policy or policies referred to in clause (ii) above and a copy of all other material documents affecting the Mortgaged Properties.

(l) LCPI shall have received insurance certificates satisfying the requirements of the Exit Term Loan guarantee and collateral agreement.

(m) The Exit Intercreditor Agreement shall be in form and substance reasonably satisfactory to the Debtors, the collateral agent for the Exit Facility and LCPI and shall have been executed and delivered by all parties thereto.

(n) The Effective Date shall occur on or before November 1, 2008.

(o) The Plan and all Exhibits to the Plan shall not have been materially amended, altered or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration or modification has been made with the written consent of LCPI after consultation with the Majority First Lien Lenders.

11.5. Waiver of Conditions

. The conditions precedent to the entry of the Confirmation Order and to the occurrence of the Effective Date may be waived, in whole or in part, at any time by the written agreement of the Debtors and LCPI without an order of the Bankruptcy Court.

ARTICLE XII

RETENTION OF JURISDICTION

12.1. Jurisdiction of Bankruptcy Court

. The Bankruptcy Court shall retain jurisdiction of all matters arising out of, and related to, the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

(a) To hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, if any are pending, and the allowance of any Claims resulting therefrom;

(b) To hear and determine any and all adversary proceedings, applications and contested matters, even if filed after confirmation of the Plan;

(c) To hear and determine any objections to Administrative Expense Claims, Claims or Equity Interests;

(d) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(e) To issue such orders in aid of execution and consummation of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

(f) To consider any amendments to or modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(g) To hear and determine all applications for compensation and reimbursement of expenses of professionals under sections 330, 331 and 503(b) of the Bankruptcy Code;

(h) To hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan;

(i) To recover all assets of the Debtors and property of the Debtors' estates, wherever located;

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

(k) To hear and determine any requests by the Debtors or the Reorganized Debtors to sell any asset pursuant to section 363 of the Bankruptcy Code;

(l) To hear any other matter not inconsistent with the Bankruptcy Code;

(m) To hear and determine all actions pursuant to sections 105, 502, 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, any collection matters related thereto, and settlements thereof;

(n) To hear and determine any disputes concerning quarterly fees owing or claimed to be owing to the Office of the U.S. Trustee under section 1930(a)(6) of title 28 of the United States Code; and

(o) To enter a final decree closing the Chapter 11 Cases.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1. Effectuating Documents and Further Transactions

. Each of the Debtors and the Reorganized Debtors is authorized to execute, deliver, file or record such contracts, instruments, releases, indentures and other agreements or documents and to take such actions as may be necessary or appropriate to effectuate and further evidence the transactions set forth in, and the terms and conditions of, the Plan.

13.2. Exemption from Transfer Taxes

. Pursuant to section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of notes or issuance of debt or equity securities under the Plan, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including, without limitation, the Plan Securities, any transfers under Article IX of the Plan, the Exit Term Loan and the Exit Facility, shall not be subject to any stamp, real estate transfer, mortgage recording, sales or similar tax.

13.3. Limited Plan Exculpation

. Neither the Debtors, AEP, LCPI, S.A.C., the DIP Lenders, the Prepetition First Lien Lenders, the Prepetition Second Lien Lenders, nor any of their respective shareholders, members, officers, directors, employees, partners, affiliates, subsidiaries, advisors, professionals or agents, shall have or incur any liability to any holder of a Claim or Equity Interest for any act or omission in connection with, related to, or arising out of, the Chapter 11 Cases, negotiations regarding or concerning the Plan or any of its exhibits, the pursuit of confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan, except for willful misconduct or gross negligence, and, in all respects, the Debtors, AEP, LCPI, S.A.C., the DIP Lenders, the Prepetition First Lien Lenders, the Prepetition Second Lien Lenders and each of their respective shareholders, members, officers, directors, employees, partners,

affiliates, subsidiaries, advisors, professionals and agents shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

13.4. Committee

. On the Effective Date, the Committee shall be dissolved and its members released and discharged of any further duties and responsibilities and the retention or employment of the Committee's professionals shall also terminate, except that the Committee and its professionals may prepare, file and seek approval of their respective applications for final allowances of compensation and reimbursement of expenses. Reasonable post-Effective Date professional fees and expenses of the Committee for the services set forth in the preceding sentence shall be paid pursuant to section 13.5 of the Plan.

13.5. Post-Effective Date Fees and Expenses

. From and after the Effective Date, the Reorganized Debtors may, in the ordinary course of business and without the necessity of any approval by the Bankruptcy Court, pay the reasonable fees and expenses of professional persons incurred by the Reorganized Debtors in connection with the implementation and consummation of the Plan, the reconciliation of Claims, the prosecution of Causes of Action, or any other matters as to which such professionals are employed.

13.6. Payment of Statutory Fees

. All fees payable pursuant to section 1930 of title 28 of the United States Code shall be paid on the Effective Date or as soon as practicable thereafter. The Reorganized Debtors shall prepare and submit such post-confirmation reports as may be required, and pay any fees that are properly owing to the Office of the U.S. Trustee pursuant to section 1930 of title 28 of the United States Code, from and after the Effective Date and so long as the Chapter 11 Cases remain open.

13.7. Amendment or Modification of the Plan

. Alterations, amendments or modifications of or to the Plan may be proposed in writing by the Debtors at any time prior to the Confirmation Date, subject to the consent of LCPI, which consent shall not be unreasonably withheld, conditioned or delayed, provided that the Plan, as altered, amended or modified, is consistent with the Restructuring Term Sheet and satisfies the conditions of sections 1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied with section 1125 of the Bankruptcy Code. The Plan may be altered, amended or modified by the Debtors or the Reorganized Debtors, as the case may be, at any time after the Confirmation Date and before substantial consummation, subject to the consent of LCPI, which consent shall not be unreasonably withheld, conditioned or delayed, provided that the Plan, as altered, amended or modified, is consistent with the Restructuring Term Sheet affixed as an exhibit to the DIP Facility and satisfies the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as altered, amended or modified, under section 1129 of the Bankruptcy Code and the circumstances warrant such alterations, amendments or modifications. A holder of a Claim that has

accepted the 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 or any distribution to be received in connection with any settlement pertaining to such holder. Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan or the Disclosure Statement without further order or approval of the Bankruptcy Court, provided that such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims or Equity Interests and are not inconsistent with the Restructuring Term Sheet.

13.8. Severability

. In the event that the Bankruptcy Court determines, prior to the Confirmation Date, that any provision in the Plan is invalid, void or unenforceable, such provision shall be invalid, void or unenforceable with respect to the holder or holders of such Claims or Equity Interests as to which the provision is determined to be invalid, void or unenforceable. The invalidity, voidness or unenforceability of any such provision shall in no way limit or affect the enforceability and operative effect of any other provision of the Plan and shall not require the re-solicitation of any acceptance or rejection of the Plan unless otherwise ordered by the Bankruptcy Court.

13.9. Revocation or Withdrawal of the Plan

. The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan prior to the Confirmation Date, then the Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any claims by or against the Debtors or any other Person or Entity or to prejudice in any manner the rights of the Debtors or any Person or Entity in any further proceedings involving the Debtors.

13.10. Notices

. 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:

If to the Debtors/Reorganized Debtors:

c/o The Brown Corporation of America
401 S. Steele Street
Ionia, Michigan 48846
Attn: Mr. Don Dees, President
Facsimile: 616-527-3385

with a copy to:

Pepper Hamilton LLP
Suite 3600
100 Renaissance Center
Detroit, MI 48243-1157
Attn: Robert Hertzberg, Esq.
Facsimile: 313-259-7926

-and-

Pepper Hamilton LLP
3000 Two Logan Square
Eighteenth and Arch Streets
Philadelphia, PA 19103-2799
Attn: Leon R. Barson, Esq.
Facsimile: 215-981-4750

13.11. Governing Law

. Except to the extent the Bankruptcy Code, Bankruptcy Rules or other federal law is applicable, or to the extent any exhibit to the Plan provides otherwise, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan, without giving effect to the principles of conflicts of law of such jurisdiction.

13.12. Withholding and Reporting Requirements

. In connection with the consummation of the Plan, 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.

13.13. Headings

. Headings are used in the Plan for convenience and reference only, and shall not constitute a part of the Plan for any other purpose.

13.14. Stockholders Agreement, Registration Rights Agreement, Warrant Agreement and Option Agreement

. Nothing in the Plan or Disclosure Statement shall be deemed to be an amendment of or to the stockholders agreement, the registration rights agreement, the warrant agreement and/or the option agreement. To the extent there is a conflict between the terms of the Plan and the stockholders agreement, the registration rights agreement, the warrant agreement and/or the option agreement, the terms of the stockholders agreement, the

registration rights agreement, the warrant agreement and/or the option agreement shall control.

13.15. Exhibits

. All exhibits to the Plan are incorporated into and are a part of the Plan as if set forth in full herein.

13.16. Filing of Additional Documents

. On or before confirmation of the Plan, the Reorganized Debtors shall file with the Bankruptcy Court such agreements and other documents, if any, as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

13.17. Plan Controls

. To the extent the Plan is inconsistent with the Disclosure Statement, the provisions of the Plan shall be controlling.

13.18. Subordination Rights

. The classification and manner of satisfying all Claims under the Plan takes into consideration all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, the Intercreditor Agreement or otherwise, that a holder of a Claim may have against other holders of Claims.

13.19. Section 1125(e) of the Bankruptcy Code

. The Debtors have, and upon confirmation of the Plan shall be deemed to have, solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code.

13.20. Return of Security Deposits

. Unless the Debtors have agreed otherwise in a written agreement or stipulation approved by the Bankruptcy Court, all security deposits provided by the Debtors to any Person or Entity at any time after the Commencement Date shall be returned to the Reorganized Debtors within twenty (20) days after the Effective Date, without deduction or offset of any kind.

13.21. Bar Date for Administrative Expense Claims

. The Confirmation Order will establish a bar date for Administrative Expense Claims other than for Administrative Expense Claims for professional compensation and reimbursement of expenses of professionals. Holders of Allowed Administrative Expense Claims not paid prior to the Effective Date shall submit proofs of claim on or before such bar date or be forever barred from doing so. The notice of confirmation

delivered pursuant to Bankruptcy Rules 3020(c) and 2002(f) will set forth such date and constitute notice of the bar date for Administrative Expense Claims. The Reorganized Debtors shall have thirty (30) days or such longer period as may be allowed by order of the Bankruptcy Court to review and object to such Administrative Expense Claims before a hearing for determination and allowance of such Administrative Expense Claims.

13.22. Tax Liability

. The Reorganized Debtors are hereby authorized to request an expedited determination under section 505(b) of the Bankruptcy Code of any tax liability of the Debtors for all taxable periods ending after the Commencement Date through and including the Effective Date.

13.23. Time

. In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

Dated: August 5, 2008

BHM Technologies Holdings, Inc.
(For Itself and On Behalf of Each of the
Other Debtors)

By: /s/ Don Dees _____
Name: Don Dees
Title: President

TABLE OF EXHIBITS

Exhibit I	Debtors in the Chapter 11 Cases
Exhibit II	Terms of Exit Facility
Exhibit III	Terms of Exit Term Loan
Exhibit IV	[Terms of Exit Intercreditor Agreement]
Exhibit V	Plan Support Agreement
Exhibit VI	AEP Plan Support Agreement
Exhibit VII	[Stockholders Agreement] (Summary Provided Pending Completion of Agreement)
Exhibit VIII	[Registration Rights Agreement] (Summary Provided Pending Completion of Agreement)
Exhibit IX	Escrow Agreement
Exhibit X	Terms of Management Equity Plan
Exhibit XI	Terms of Parent Preferred Stock
Exhibit XII	Terms of AEP Warrants
Exhibit XIII	Terms of Options
Exhibit XIV	Reorganized Parent Certificate of Incorporation (or Comparable Constituent Documents) (including certificate of designations)
Exhibit XV	Reorganized Parent Bylaws (or Comparable Constituent Documents)
Exhibit XVI	[Initial Officers of Reorganized Parent and Each Other Reorganized Debtor]
Exhibit XVII	[Initial Directors of Reorganized Parent]
Exhibit XVIII	List of Executory Contracts and Unexpired Leases to be Rejected
Exhibit XIX	Potential Causes of Action
Exhibit XX	[Stock and Warrant Sale Agreement]

EXHIBIT I

Debtors in the Chapter 11 Cases

BHM Technologies LLC
BHM Technologies Holdings, Inc.
Heckethorn Manufacturing Co., Inc.
Heckethorn Holdings, Inc.
Morton Welding Holdings, Inc.
Morton Welding Co., Inc.
The Brown Corporation of America
The Brown Company of Waverly, LLC
The Brown Company of Ionia, LLC
The Brown Corporation of Greenville, Inc.
The Brown Company of Moberly, LLC
The Brown Realty Company, LLC
The Brown Company International, LLC
Midwest Stamping & Manufacturing Co.
Midwest Stamping, Inc.

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