

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

IN RE:	)	CASE NO. 98-68798
	)	
BUILDERS TRANSPORT, INC.,	)	CHAPTER 11
BUILDERS TRANSPORT,	)	
INCORPORATED, CCG CORP.,	)	JOINTLY ADMINISTERED
INC., BUILDERS TRANSPORT OF	)	
TEXAS, INC., ALSTAFF, INC.,	)	JUDGE MASSEY
APPLIED LOGISTIC SYSTEMS,	)	
INC. and GRAND PRAIRIE LAND	)	
COMPANY,	)	
	)	
Debtors.	)	
<hr/>		

**JOINT CONSOLIDATED LIQUIDATING CHAPTER 11 PLAN**

**DATED: NOVEMBER 15, 2007**

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**THIS PLAN IS BEING SUBMITTED FOR APPROVAL FROM, BUT HAS NOT BEEN APPROVED BY, THE BANKRUPTCY COURT. THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE PLAN.**

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BUILDERS TRANSPORT, INC., BUILDERS TRANSPORT INCORPORATED, CCG CORP., INC., BUILDERS TRANSPORT OF TEXAS, INC., ALSTAFF, INC., APPLIED LOGISTIC SYSTEMS, INC., AND GRAND PRAIRIE LAND COMPANY, as debtors and debtors in possession in the above captioned jointly administered Chapter 11 cases (collectively the “*Debtors*”), and the OFFICIAL COMMITTEE OF UNSECURED CREDITORS appointed in these cases (the “*Committee*”), hereby jointly propose this Joint Consolidated Liquidating Chapter 11 Plan (the “*Plan*”) to address the Claims held against the Debtors. A Disclosure Statement, as required by Section 1125 of the Bankruptcy Code, is also being transmitted to creditors and other parties-in-interest along with this Plan. The Disclosure Statement contains a history of the Debtors, a summary of the Plan, and a solicitation by Debtors and the Committee for acceptances of this Plan.

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

1.1 **Rules of Interpretation.** Unless otherwise specified, all section, article, and exhibit references in the Plan are to the respective section in, article of, or exhibit to the Plan, as the same may be amended, waived, or modified from time to time. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Words denoting the singular number shall include the plural number and vice versa, unless the context requires otherwise. In construing the Plan, the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

1.2 **Definitions.** Terms and phrases, whether capitalized or not, that are used and not defined in the Plan, but that are defined in the Bankruptcy Code, have the meanings ascribed to them in the Bankruptcy Code. Unless otherwise provided in the Plan, the following terms (which appear in the Plan as capitalized terms) have the respective meanings set forth below, and such meanings shall be equally applicable to the singular and plural forms of the terms defined, unless the context otherwise requires.

1.2.1 **“A&B”** means the law firm of Alston & Bird LLP.

1.2.2 **“Administrative Expense Claim”** means a Claim for costs and expenses of administration of the Bankruptcy Cases accruing prior to the Effective Date and arising under Sections 503, 507(a)(1), or 507(b) of the Bankruptcy Code, and all fees and costs assessed against the Estates pursuant to 28 U.S.C. § 1930.

1.2.3 **“Administrative Tax Claim”** means an Administrative Expense Claim held by a governmental unit for taxes (and for interest and/or penalties related to such taxes) for any tax year or period, all or any portion of which occurs or falls within the period from and including the Petition Date through and including the Effective Date.

1.2.4 **“Allowed”** means, as it relates to any type of Claim provided for under the Plan, a Claim:

(i) which has been scheduled as undisputed, noncontingent, and liquidated in the Schedules, and as to which (a) no proof of Claim has been timely filed, (b) no objection thereto has been timely filed, and (c) in respect of which there is no pending proceeding against the holder thereof asserting an Avoidance Action;

(ii) as to which a proof of Claim has been timely filed on or before the Bar Date (pursuant to Bankruptcy Rule 3003(c)(4), a filed proof of Claim supersedes a related scheduled Claim), and in respect of which there is no pending proceeding against the holder thereof asserting an Avoidance Action, and either (a) no objection to such Claim has been timely filed prior to the expiration of the time periods set forth in the Plan, or (b) such Claim has been allowed (but only to the extent allowed) by a Final Order of the Bankruptcy Court;

(iii) which has been expressly allowed under the provisions of the Plan; or

(iv) which is an Administrative Expense Claim, Administrative Tax Claim, Professional Claim, or Reclamation Claim, approved by Final Order of the Bankruptcy Court.

Unless otherwise specifically provided in the Plan or by Final Order of the Bankruptcy Court, an Allowed Claim (including an Administrative Expense Claim, an Administrative Tax Claim, a Professional Claim, or a Reclamation Claim) shall not include any amount for interest from and after the Petition Date, punitive damages, or penalties.

1.2.5 “**Assets**” means all assets of the Debtors, of any nature whatsoever, including claims of right, causes of action, interests, and property, real and personal, tangible and intangible.

1.2.6 “**Available Cash**” means all Cash of the Estates as of the Effective Date, as well as all Cash that subsequently becomes the property of the Estates, including, without limitation, Cash in any accounts wherever located (including interest earned thereon if applicable), *less* the amount determined by the Debtors, after consultation with the Committee, to be necessary and appropriate to reserve for post-Effective Date costs of administration of the Estates (including, without limitation, the compensation, fees and costs of the Debtors, the fees and expenses of the Committee, and the compensation, fees, and costs of all professionals, consultants, agents, and employees retained or to be retained by the Debtors or the Committee) with such reserve not exceeding \$75,000.

1.2.7 “**Ballot**” means the ballot, the form of which has been approved by the Bankruptcy Court, accompanying the Disclosure Statement provided to each holder of a Claim entitled to vote to accept or reject the Plan, on which such holder may vote to accept or reject the Plan.

1.2.8 “**Bankruptcy Cases**” means the bankruptcy cases initiated by the Debtors in the Bankruptcy Court on May 21, 1998, enumerated as Case Nos. 98-68798 through 98-68804, jointly administered under Case No. 98-68798.

1.2.9 “**Bankruptcy Code**” means Title 11 of the United States Code, Section 101, *et seq.*, as now in effect or as hereafter amended.

1.2.10 “**Bankruptcy Court**” means the United States Bankruptcy Court for the Northern District of Georgia or, if such court ceases to exercise jurisdiction, the court or adjunct thereof that exercises jurisdiction over the Bankruptcy Cases.

1.2.11 “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure, as amended and promulgated under Section 2075 of Title 28 of the United States Code, together with the local bankruptcy rules for the Bankruptcy Court as now in effect or as the same may from time to time hereafter be amended.

1.2.12 “**Bar Date**” means the date set by the Bankruptcy Court as the last day for filing of proofs of Claim in the Bankruptcy Cases, which was, in most cases, November 30, 1998.

1.2.13 “**Bondholders**” means the holders of the Bonds.

1.2.14 “**Business Day**” means any day which is not a Saturday, a Sunday, or a “legal holiday” as defined by Bankruptcy Rule 9006(a).

1.2.15 “**Bond Indentures**” means the Trust Indentures between Builders Transport Incorporated and the First National Bank of Maryland dated August 15, 1985 in the amount of \$28,750,000 at 8% with a maturity date of August 15, 2005 and May 1, 1986 in the amount of \$40,250,000 at 6.5% with a maturity date of May 1, 2011.

1.2.16 “**Bonds**” means those certain Bonds designated in the Bond Indentures.

1.2.17 “**Bond Trustee**” means Manufacturers and Traders Trust Company, as successor trustee under the Bond Indentures.

1.2.18 “**Cash**” means lawful currency of the United States and its equivalents, provided, however, that any distributions under the Plan will be deemed to be made in Cash if made by check drawn on any United States bank, or by wire transfer.

1.2.19 “**Claim**” means a claim against any one or more of the Debtors or their property, as such term is defined in Section 101(5) of the Bankruptcy Code, including, but not limited to, any Administrative Expense Claim, Administrative Tax Claim, Intercompany Claim, Priority Non-Tax Claim, Priority Tax Claim, Professional Claim, or Unsecured Claim.

1.2.20 “**Claimant**” means the holder of any Claim.

1.2.21 “**Class**” means one of the categories of Claims established under Article III of the Plan pursuant to Section 1122 of the Bankruptcy Code.

1.2.22 “**Committee**” means the Official Committee of Unsecured Creditors appointed in these Bankruptcy Cases pursuant to Section 1102 of the Bankruptcy Code, as reconstituted from time to time.

1.2.23 “**Confirmation**” means the entry by the Bankruptcy Court of the Confirmation Order.

1.2.24 “**Confirmation Date**” means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on its docket.

1.2.25 “**Confirmation Hearing**” means the hearing(s) before the Bankruptcy Court pursuant to Section 1128 of the Bankruptcy Code to consider confirmation of the Plan, as such hearing(s) may be continued, rescheduled, or delayed.

1.2.26 “**Confirmation Order**” means the order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code, as such order may be amended, modified, or supplemented.

1.2.27 “**Debtors**” means, collectively, Builders Transport, Inc., Builders Transport, Incorporated, CCG Corp., Inc., Builders Transport of Texas, Inc., Alstaff, Inc., Applied Logistic Systems, Inc., and Grand Prairie Land Company.

1.2.28 “**Disallowed Claim**” means a Claim or portion thereof that (i) has been disallowed by a Final Order; (ii) is identified in the Schedules in an amount of zero dollars or as contingent, unliquidated, or disputed and as to which a Proof of Claim was not filed by the Bar Date; (iii) is not identified in the Schedules and as to which no proof of Claim has been filed or deemed filed by the Bar Date; or (iv) was not filed in a timely manner as provided by a relevant Order of the Bankruptcy Court.

1.2.29 “**Disclosure Statement**” means the Disclosure Statement with respect to the Plan, approved by the Bankruptcy Court as containing adequate information for the purpose of dissemination and solicitation of votes on and confirmation of the Plan, or as it may be altered, amended, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

1.2.30 “**Distribution**” means a distribution of Cash to a Claimant on account of an Allowed Claim pursuant to the terms of this Plan.

1.2.31 “**Distribution Date**” means the Effective Date and any subsequent date on which distributions of Cash are to be made.

1.2.32 “**Effective Date**” means the first Business Day immediately following the date on which the conditions specified in Section 11.1 of this Plan are satisfied.

1.2.33 “**Estates**” means, collectively, the estates created for each of the Debtors in their Bankruptcy Cases pursuant to Section 541 of the Bankruptcy Code.

1.2.34 “**Executory Contract**” means, collectively, “executory contracts” and “unexpired leases” of the Debtors as of the Petition Date as such terms are used within Section 365 of the Bankruptcy Code.

1.2.35 “**Final Decree**” means the final decree entered by the Bankruptcy Court on or after the Effective Date pursuant to Bankruptcy Rule 3022.

1.2.36 “**Final Distribution**” means the second and last distribution of Cash or other property made to Claimants holding Allowed Claims in Class 3 in accordance with and pursuant to the Plan.

1.2.37 “**Final Distribution Date**” means the date of the Final Distribution.

1.2.38 “**Final Order**” means a judgment, order, ruling, or other decree issued and entered by the Bankruptcy Court or by any state or other federal court or other tribunal having jurisdiction over the subject matter thereof which judgment, order, ruling, or other decree has not been reversed, stayed, modified, or amended and as to which (i) the time to appeal or petition for review, rehearing, or certiorari has expired and as to which no appeal or petition for review, rehearing, or certiorari is pending; or (ii) any appeal or petition for review, rehearing, or certiorari has been finally decided and no further appeal or petition for review, rehearing, or certiorari can be taken or granted.

1.2.39 “**Governmental Unit**” means a governmental unit as such term is defined in Section 101(27) of the Bankruptcy Code.

1.2.40 “**Holland & Knight**” means the law firm of Holland & Knight LLP.

1.2.41 “**Initial Distribution**” means the first distribution of Cash or other property made to Claimants holding Allowed Claims in a given Class in accordance with and pursuant to the Plan.

1.2.42 “**Initial Distribution Date**” means the date on which the Initial Distribution is made.

1.2.43 “**Intercompany Claim**” means any Claim held by the respective Debtors against any or all of the other Debtors.

1.2.44 “**Liens**” means valid and enforceable liens, mortgages, security interests, pledges, charges, encumbrances, or other legally cognizable security devices of any kind against the Assets.

1.2.45 “**Person**” means and includes natural persons, corporations, limited partnerships, general partnerships, joint ventures, trusts, land trusts, business trusts, unincorporated organizations, or other legal entities, irrespective of whether they are governments, agencies, or political subdivisions thereof.



1.2.46 “**Petition Date**” means May 21, 1998, the date on which the Debtors commenced the Bankruptcy Cases by filing their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.

1.2.47 “**Plan**” means this joint consolidated liquidating Chapter 11 plan, either in its present form or as it may be altered, amended, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

1.2.48 “**Priority Non-Tax Claim**” means a Claim entitled to priority in payment under Section 507(a) of the Bankruptcy Code, excluding any Claim that is an Administrative Expense Claim or a Priority Tax Claim.

1.2.49 “**Priority Tax Claim**” means a Claim entitled to priority in payment under Section 507(a)(8) of the Bankruptcy Code.

1.2.50 “**Professional**” means any Person employed or to be compensated pursuant to Sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code.

1.2.51 “**Professional Claim**” means a Claim by a Professional for compensation and/or reimbursement of expenses pursuant to Sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code in connection with an application made to the Bankruptcy Court in the Bankruptcy Case.

1.2.52 “**Pro Rata Share**” means, with respect to any distribution to a Class under the Plan, as of any particular Distribution Date, proportionate sharing pursuant to which the ratio of the cumulative amount of all funds distributed on account of an Allowed Claim to the amount of such Allowed Claim is the same as the ratio of the cumulative amount distributed to such Class to the total amount of all Allowed Claims and Disputed Claims classified into such Class.

1.2.53 “**Record Date**” means, for purposes of voting and any Distribution, the approval date of the Disclosure Statement.

1.2.54 “**Schedules**” means the Schedules and Statement of Financial Affairs filed by the Debtors with the clerk of the Bankruptcy Court pursuant to Bankruptcy Rule 1007, as they have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.

1.2.55 “**Unsecured Claim**” means any Claim that is not an Administrative Expense Claim, an Administrative Tax Claim, a Priority Tax Claim, a Priority Non-Tax Claim, a Professional Claim, or an Intercompany Claim.

1.2.56 “**U.S. Trustee**” means the United States Trustee for Region 21, and the office of such United States Trustee.

## ARTICLE II

### PROVISION FOR PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS

2.1 **Treatment of Allowed Administrative Expense Claims.** Each holder of an Allowed Administrative Expense Claim shall receive in full satisfaction, release, and discharge of and in exchange for such Claim (i) the amount of such Allowed Administrative Expense Claim, without interest, in Cash, on or as soon as practicable after the later of (a) the Effective Date, or (b) the date that is ten (10) Business Days after such Claim becomes an Allowed Administrative Expense Claim; or (ii) such other treatment as may be agreed upon in writing by the holder of such Claim, the Debtors, and the Committee.

2.2 **Bar Date For the Filing And Assertion of Administrative Expense Claims, Including Professional Claims but Excluding Administrative Tax Claims.** All requests for payment or any other means of preserving and obtaining payment of Administrative Expense Claims that accrued prior to the Effective Date and that have not been paid, released, or otherwise settled, including all requests for payment of Professional Claims and Reclamation Claims, other than Administrative Tax Claims, must be filed with the Bankruptcy Court and served upon the Debtors, the Committee, the U.S. Trustee, and all parties who have requested notice in the manner prescribed in the Notice of the Effective Date to be mailed pursuant to Section 11.2 of the Plan, by the earlier of (a) forty-five (45) days after the Effective Date and (b) any other applicable bar date established by the Bankruptcy Court and noticed separately by the Debtors prior to the Effective Date. Any request for payment of Administrative Expense Claims (other than Administrative Tax Claims) that is not timely filed as set forth above will be forever barred, and holders of such Claims will not be able to assert such Claims in any manner against the Debtors or the Estates. In addition, prior to the Effective Date, any party that has any unpaid Professional Claim must submit in writing an estimate of its unpaid Professional Claim through the Effective Date to the Debtors.

2.3 **Approval of Payments For Costs And Expenses Incurred After the Effective Date.** All payments made or to be made by the Debtors for costs and expenses in or in connection with the Bankruptcy Cases, or in connection with the Plan and incident to the Bankruptcy Cases, incurred after the Effective Date, other than claims incurred and paid in the ordinary course of the Debtors' business, shall be subject to approval of the Bankruptcy Court as reasonable, following application and the opportunity for notice and a hearing.

2.4 **Bar Date For the Filing And Assertion of Administrative Tax Claims.** All requests for payment or any other means of preserving and obtaining payment of Administrative Tax Claims that have not been paid, released, or otherwise settled must be filed with the Bankruptcy Court and served upon the Debtors, the Committee, the U.S. Trustee, and all parties who have requested notice in the manner prescribed in the Notice of the Effective Date to be mailed pursuant to Section 11.2 of the Plan, by the later of (a) forty-five (45) days after the Effective Date, and (b) one hundred twenty (120) days after the filing of the tax return for such taxes with the applicable Governmental Unit. Any request for payment of Administrative Tax Claims that is not timely filed as set forth above will be forever barred, and holders of such Claims will not be able to assert such Claims in any manner against the Debtors or the Estates.

### ARTICLE III

#### CLASSIFICATION OF CLAIMS

3.1 **Creation of Classes.** Pursuant to Section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims. Administrative Expense Claims have not been classified and are excluded from the following classes in accordance with Section 1123(a)(1) of the Bankruptcy Code. For purposes of organization, voting, and all confirmation matters with respect to other Claims, the Plan classifies the Claims against the Debtors as follows:

Class 1 – Priority Tax Claims

Class 2 – Priority Non-Tax Claims

Class 3 – General Unsecured Claims

3.2 **Claims May Be in More Than One Class.** An Allowed Claim is part of a particular Class only to the extent that the Allowed Claim qualifies within the definition of that Class and such Claim is part of a different Class to the extent that the remainder of the Claim qualifies within the description of a different Class.

### ARTICLE IV

#### IDENTIFICATION OF CLASSES OF CLAIMS THAT ARE AND ARE NOT IMPAIRED UNDER THE PLAN

4.1 **Classes of Claims Not Impaired.** Claimants in Class 1 and Class 2 are not impaired under the Plan and, accordingly, are conclusively deemed to have accepted the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Therefore, Claimants holding Claims in Class 1 or Class 2 are not entitled to vote to accept or reject the Plan.

4.2 **Impaired Classes of Claims.** Claimants in Class 3 are impaired under the Plan and, accordingly, are entitled to vote to accept or reject the Plan.

4.3 **Impairment Controversies.** If a controversy arises as to whether any Class of Claims is impaired under the Plan, such Class shall be treated as specified in the Plan unless the Bankruptcy Court shall determine such controversy differently upon motion of the party challenging the characterization of a particular Class of Claims under the Plan.

### ARTICLE V

#### PROVISIONS FOR TREATMENT OF CLASSES OF CLAIMS

5.1 **Class 1 - Priority Tax Claims.** Each Claimant holding a Priority Tax Claim shall receive in full satisfaction of such Claim (i) the amount of such Priority Tax Claim, without interest, in Cash, on or as soon as practicable after the Effective Date; or (ii) such other treatment as may be agreed upon in writing by the holder of such Claim, the Debtors, and the Committee.

5.2 **Class 2 – Priority Non-Tax Claims.** Each Claimant holding a Priority Non-Tax Claim shall receive in full satisfaction of such Claim (i) the amount of such Priority Non-Tax Claim, without interest, in Cash, on or as soon as practicable after the Effective Date; or (ii) such other treatment as may be agreed upon in writing by the holder of such Claim, the Debtors, and the Committee.

5.3 **Class 3 - Unsecured Claims.** Claimants holding an Unsecured Claims shall receive, in full satisfaction of such Claims, their Pro Rata Share of any Cash Distribution from the Debtors to holders of an Unsecured Claims. The timing and nature of the Distributions to be made to the holders of Allowed Unsecured Claims shall be governed by Section 8.2 of the Plan.

5.3.1 **Bondholders' Claims.**

5.3.1.1 **Delivery and Record Date.** The Bond Trustee shall be entitled to receive any and all Distributions made on account of the Claims filed by the Bond Trustee, in trust for the Bondholders, and all Claims, if any, filed individually by any Bondholders in respect of any Bonds shall be deemed to be disallowed. The Bond Trustee shall distribute such Distributions to the Bondholders pursuant to the terms of the Bond Indentures. All Distributions and payments by the Bond Trustee to the Bondholders shall only be made to the Bondholders after the surrender by the Bondholders of the Bonds to the Bond Trustee or, in the event that any Bonds are stolen, mutilated, or destroyed, delivery of evidence satisfactory to the Bond Trustee of the loss, theft, mutilation, or destruction of the Bonds. As soon as practicable after (a) surrender of the Bonds by any Bondholder, or (b) delivery of the evidence regarding any Bonds stolen, mutilated, or destroyed, the Bond Trustee shall distribute to the Bondholders thereof, the Bondholders' Pro Rata Share (for purposes of this Section 5.3.1.1 only, Pro Rata Share means with respect to the Bondholders, as of any particular Distribution Date, proportionate sharing pursuant to which the ratio of the cumulative amount of all funds distributed on account of a particular Bond to the amount of such Bond is the same as the ratio of the cumulative amount distributed to the Bondholders as a group to the total amount of all Bonds) of the Distributions made to the Bond Trustee in accordance with the respective rights of the Bondholders under the terms of the Bond Indenture. As soon as practicable after the Final Distribution Date, the Bond Trustee shall deliver to the Bondholders their Pro Rata Share of the Final Distribution, as well as their Pro Rata Share of any unclaimed distributions that any particular Bondholder would have received had such Bondholder surrendered its Bonds to the Bond Trustee, and, upon such delivery, the Bond Trustee shall have no further responsibilities to the Debtors with respect to the Bond Indentures or the provisions of this Section 5.3.1.1 of the Plan. The Bond Trustee shall provide to the Debtors a list of its registered holders.

The identification of Bondholders entitled to receive a Pro Rata Share of Distributions made to the Bond Trustee on account of those Claims filed by the Bond Trustee shall be made by the Record Date. The Bond Trustee shall not have any obligations to recognize any transfer of any Bond occurring after the Record Date.

5.3.1.2 **Bond Trustee Fees.** The payments and Distributions under the Plan on account of the Claims filed by the Bond Trustee shall be made to the Bond Trustee, which, subject to any rights or claims of the Bond Trustee (such as claims for reasonable compensation and reimbursement of expenses, disbursements, and advances, including the

reasonable compensation and expenses and disbursements of their agents and counsel) under the Bond Indentures, shall transmit such payments and Distributions to the Bondholders. The reasonable fees and expenses, including legal fees and expenses, incurred by the Bond Trustee in making Distributions to Bondholders pursuant to the terms of the Bond Indentures and the Plan, or for performing other services required by the Plan in connection with the Bankruptcy Cases, shall be chargeable against the Distributions made on account of the Claims filed by the Bond Indentures without further order of the Bankruptcy Court, to the extent provided for in the Bond Indentures.

5.3.1.3 **Termination of the Bond Indentures and Discharge of the Bond Trustee's Future Obligations.** The Bond Indentures and the Bonds issued thereunder shall terminate as of the Effective Date pursuant to Section 1123(a)(5)(F) of the Bankruptcy Code, except as necessary to administer the rights, claims, liens, and interests of the Bond Trustee and the Bondholders, and except the Bond Indentures shall continue in effect to the extent necessary to allow the Bond Trustee to receive Distributions pursuant to the Plan on account of the Claims filed by the Bond Trustee and to redistribute same under the Bond Indentures. The Bond Trustee will close the transfer record as of the Bondholder Distribution Record Date and the Bond Trustee (and its agents) shall be relieved of all further duties and responsibilities related to the Bond Indentures and the Bonds, except with respect to the payments required to be made to the Bond Trustee that, pursuant to the terms of the Bond Indentures, survive the termination of the Bond Indentures. Termination of the Bond Indentures shall not impair the rights of the Bondholders to receive their Pro Rata Share of the Distributions made on account of the Claims filed by the Bond Trustee pursuant to the Plan, and shall not impair the rights of the the Bond Trustee to enforce its charging liens, created in law or pursuant to the Bond Indentures, against property that would otherwise be distributed to Bondholders. Upon termination of the Bond Indentures, and without further action or order of the Bankruptcy Court, the charging liens of the Bond Trustee shall attach to any property distributable to the Bondholders under the Plan, with the same priority, dignity, and effect that such liens had on property distributable under the Bond Indentures. Termination of the Bond Indentures and related collateral documents shall not impair the validity or priority of the Bond Trustee's liens against and interests in the assets of the Debtors that originally secured the Debtors' performance under the terms of the Bond Indentures and the promissory notes issued in accordance therewith.

## ARTICLE VI

### CRAMDOWN

6.1 **Cramdown.** If all applicable requirements for confirmation of this Plan are met as set forth in Sections 1129(a)(1) through (13) of the Bankruptcy Code, except subsection (8), the Debtors and the Committee shall request that the Bankruptcy Court confirm this Plan in accordance with Section 1129(b) of the Bankruptcy Code, so long as at least one (1) impaired Class of Claims has accepted this Plan, on the basis that this Plan is fair and equitable and does not discriminate unfairly with respect to any non-accepting impaired Class.

**ARTICLE VII**  
**PROVISIONS FOR AMENDING CLAIMS**

7.1 **Amendments to Claims; Claims Filed After the Confirmation Date.** Except as otherwise provided in the Plan, a Claim may not be filed with the Bankruptcy Court or amended after the Confirmation Date without the prior authorization of the Bankruptcy Court. Except as otherwise provided in the Plan, any new or amended Claim filed with the Bankruptcy Court after the Confirmation Date shall be deemed disallowed in full and expunged without any action by the Debtors or the Committee.

**ARTICLE VIII**  
**PROVISIONS FOR DISTRIBUTIONS**

8.1 **Disbursing Agent.** The Debtors, through their responsible party, T. Michael Guthrie, or any successor thereto, shall serve as the Disbursing Agent and shall make all Distributions provided for under the Plan. The Debtors shall be authorized to retain BMC Group, Inc. to assist with the Distributions.

8.2 **Distributions.** The Initial Distribution Date shall be the Effective Date of the Plan or as soon as practicable thereafter, but in no event later than ninety (90) days after the Effective Date. On the Initial Distribution Date, the Debtors shall make the Initial Distribution from the Available Cash. The Initial Distribution shall include payments (i) to holders of Allowed Administrative Expense Claims, Allowed Claims in Class 1, and Allowed Claims in Class 2, for the Allowed amount of such Claims; and (ii) to the holders of Allowed General Unsecured Claims in Class 3 with Claims equal to or exceeding approximately one thousand five hundred dollars (\$1,500), a Pro Rata Share of the remaining Available Cash.

Following the Initial Distribution and subject to the provisions of Section 8.4 of the Plan, the Debtors shall make a Final Distribution of Available Cash to the holders of Allowed General Unsecured Claims in Class 3 (the "***Final Distribution***"). To the extent the Final Distribution is not deposited by any holders of Allowed General Unsecured Claims and returned to the Debtors, the undeposited funds from the Final Distribution will be transferred to the Georgia Self-Insurers Guaranty Trust Fund.

8.3 **Disputed Payments or Distributions.** In the event of any dispute between or among Claimants as to the right of any Person to receive or retain any Distribution to be made to such Claimant under the Plan, the Debtors may, in lieu of making such Distribution to such Person, make it instead into an escrow for payment or distribution as ordered by the Bankruptcy Court or as the interested parties to such dispute may otherwise agree among themselves. Any Claimant which fails to raise such dispute by filing an appropriate request for relief with the Bankruptcy Court prior to the issuance of such disputed Distribution by the Debtors shall be deemed to have forever waived any right to dispute such Distribution or to restrict the use of such Distribution.

8.3.1 **Notification of Security Interests.** A Claimant shall have the right to inform the Debtors, by written notice, of any lien or security interest asserted by a third party in such Claimant's Claim. Until the Debtors receive a written notice to the contrary from the Claimant, distributions of Assets pursuant to the Plan shall be made as directed in the notice provided by the Claimant.

8.4 **Fractional Cents and Minimum Distribution.** Notwithstanding any other provision of the Plan to the contrary, no payment of fractions of cents will be made. Whenever a payment of a fraction of a cent would otherwise be required, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent. Notwithstanding anything to the contrary in the Plan, the Debtors shall not be required to make Distributions of less than nine dollars eighty cent (\$9.80) to any Claimant.

8.5 **Unclaimed Distributions.** Unclaimed Distributions shall be held and maintained by the Debtors. If any Distribution by the Debtors remain unclaimed for a period of one hundred twenty (120) days after it has been delivered (or delivery has first been attempted) or has otherwise been made available, such unclaimed Distribution shall be forfeited by the Person entitled to receive the Distribution and the unclaimed Distribution shall become Available Cash and distributed in accordance with the provisions of the Plan, free and clear of any rights, claims, or interests, including state escheat laws. In addition, the Debtors shall make no further Distributions to the Person that failed to claim such property, and any subsequent Distributions that would have been made to such Person shall instead be distributed, subject to the provisions of Section 8.4 of the Plan, Pro Rata to holders of Allowed Unsecured Claims in Class 3. The use of regular mail, postage prepaid, to the address provided by a holder of such Claim on the Proof of Claim or Schedules shall constitute delivery for purposes of this section.

8.6 **No Transfers of Claims After the Record Date.** On and after the Record Date, neither the Debtors, the Bankruptcy Court, nor the Clerk of the Bankruptcy Court shall honor, record, or recognize, as against the Debtors, their Estates, and their representatives successors and assigns, the transfer of any Claim. All distributions to be made pursuant to the Plan with respect to Claims of any nature whatsoever may be made by the Debtors to the holder of record as of the Record Date. To the extent that any Claims are transferred, assigned, or alienated in any way after the Record Date, the Debtors have the right, in their sole discretion, to ignore, and disregard such transfer or assignment and to make the distribution to the holder of record of such Claim as of the Record Date.

## ARTICLE IX

### IMPLEMENTATION AND MEANS OF CONSUMMATING THE PLAN

9.1 **Substantive Consolidation.** The Plan is premised upon the substantive consolidation of the Estates. As of the Effective Date, the Estates shall be substantively consolidated, such that (i) all Intercompany Claims are canceled and disallowed and no distributions shall be made on account thereof; (ii) all guarantees of any of the Debtors of the payment, performance, or collection of obligations of any of the other Debtors are eliminated and canceled, and any Claims on account of such guaranties are disallowed; (iii) any obligation of the Debtors and all guarantees thereof executed by the other Debtors are treated as a single

obligation and are deemed a single Claim against the consolidated Estates; (iv) all joint obligations of the Debtors, and all multiple Claims against such entities on account of such joint obligations, are deemed a single Claim against the consolidated Estates, and any such multiple Claims are disallowed; and (v) each Claim filed in the Bankruptcy Cases is deemed filed against the consolidated Estates.

9.2 **Limited Survival and Ultimate Dissolution of Corporate Entities.** On and after the Effective Date, the Debtors shall continue to survive pursuant to the terms of the Plan. Management of the Assets and Estates and the enforcement of the claims which are being retained pursuant to the Plan shall be vested in the Debtors; provided, however that the Debtors shall not engage in any business or other transactions outside the scope of the Plan without the approval of the Bankruptcy Court. Thirty (30) days after the Final Distribution Date, the Debtors shall take all other actions necessary or appropriate to effect the dissolution of the Debtors under the laws of the State of Georgia, State of Delaware, State of Texas, and State of South Carolina. All applicable regulatory or governmental agencies shall take all steps necessary to allow and affect the prompt dissolution of the Debtors as provided herein, without the payment of any fee, tax, or charge and without need for the filing of reports or Bonds.

9.3 **Responsibilities of the Debtors.** The responsibilities of the Debtors shall include (i) the receipt, management, supervision, and protection of the Assets on behalf of and for the benefit of the Claimants; (ii) calculation and implementation of all distributions to be made under the Plan to holders of Allowed Claims; (iii) filing all required tax returns and paying taxes and all other obligations of the Debtors; (vi) consulting with and, when necessary, obtaining the required prior approval of the Committee as set forth in the Plan; and (v) such other responsibilities as may be vested in the Debtors pursuant to the Plan, by orders of the Bankruptcy Court, or as may be necessary and proper to carry out the provisions of the Plan.

9.4 **Vesting of Assets.** On the Effective Date, all property of Debtors' Estates shall continue to be property of the Estates under the control and authority of the Debtors. All such property shall be free and clear of all claims and interests. All injunctions or stays provided for in the Bankruptcy Cases pursuant to Sections 105 or 362 of the Bankruptcy Code or otherwise in effect on the Confirmation Date shall remain in full force and effect until the Final Distribution Date. Nothing contained in the Plan shall act as a waiver of or bar to any claim by the Debtors or the Committee on behalf of the Estates against any person, creditor, party-in-interest, or any recipient of a transfer which may be voidable under the provisions of the Bankruptcy Code or applicable law.

9.5 **Transfer of Estate Assets.** The transfer and assignment of any Estate Assets shall be made pursuant to the terms of the Plan and, accordingly, to the fullest extent permitted by law, shall be exempt from all stamp taxes and similar taxes within the meaning of Section 1146(c) of the Bankruptcy Code.

9.6 **Finality of Distributions.** All Distributions made prior to the Effective Date pursuant to any order of the Bankruptcy Court (other than Distributions to professionals), or after the Effective Date under the Plan, shall be final, and no party shall have any right to require or petition the Bankruptcy Court for a disgorgement of any such Distribution.



9.7 **Effect on Attorney/Client and Work Product Privilege.** Nothing contained in the Plan shall permit any party other than the Debtors to obtain or waive the attorney/client privilege or the work product privilege as between the Debtors and Holland & Knight. Nothing contained in the Plan shall permit any party other than the Committee to obtain or waive the attorney/client privilege or the work product privilege as between the Committee and A&B.

## ARTICLE X EXECUTORY CONTRACTS

10.1 **Rejection.** Effective on and as of the Effective Date, all Executory Contracts that exist between the Debtors and any Person and that have not previously been assumed or rejected by the Debtors will be deemed rejected pursuant to Section 365 of the Bankruptcy Code, except for the Assumed Contracts.

## ARTICLE XI EFFECTIVE DATE

11.1 **Conditions Precedent to Effective Date.** The Plan shall not become effective and operative unless and until the Effective Date occurs. The Effective Date shall occur after, and only after, all of the conditions precedent set forth below have been met, unless otherwise waived by the Debtors and the Committee:

- a) the Confirmation Order is not the subject of any stay or injunction; and
- b) there is sufficient Cash to make the payments required to holders of Allowed Administrative Expense Claims, Allowed Priority Tax Claims, and Allowed Priority Non-Tax Claims.

11.2 **Notice of the Effective Date.** On or before ten (10) Business Days after occurrence of the Effective Date, the Debtors shall mail or cause to be mailed to all holders of Claims and other parties who have requested notice in the Bankruptcy Cases a Notice that informs such holders of (a) entry of the Confirmation Order; (b) the occurrence of the Effective Date; (c) the deadline established under the Plan for the filing of Administrative Expense Claims; (d) the procedures for requesting notice of matters reference in the Plan, as well as any other matters occurring subsequent to the Effective Date; (e) the procedures for changing an address of record pursuant to Section 15.8 of the Plan; and (f) such other matters as the Debtors and the Committee deem appropriate.

## ARTICLE XII EFFECTS OF PLAN CONFIRMATION

12.1 **Binding Effect.** The provisions of the Plan, upon the Effective Date, shall be binding upon the Debtors, any entity or Person acquiring property under the Plan and any Claimant, whether or not the Claim of such Claimant is impaired under the Plan, and whether or not such Claimant has accepted the Plan.

12.2 **No Discharge of the Debtor.** Pursuant to Section 1141(d)(3) of the Bankruptcy Code, no discharge of the Debtors will arise by virtue of the Confirmation of the Plan, and any Claim against the Debtors and any property of the Debtors or the Estates shall continue. However, all Assets of the Estates will be utilized to satisfy to the extent possible, Claims against the Estates. The automatic stay of Section 362 of the Bankruptcy Code shall remain in place after the Effective Date as to the assets of the Estates, including the Available Cash.

12.3 **Injunction.** Provided that the Effective Date occurs, the entry of the Confirmation Order shall and shall be deemed to permanently enjoin all Persons that have held, currently hold or may hold a Claim or other debt or liability against the Estates from taking any of the following actions on account of such Claim: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind against the Debtors, the Estates, or the Committee with respect to any property to be distributed under the Plan including funds or reserves held or maintained by any of them pursuant to the Plan; (ii) enforcing, levying, attaching, collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors, the Estates, or the Committee with respect to any property to be distributed under the Plan, including funds or reserves held or maintained by any of them pursuant to the Plan; (iii) creating, perfecting, or enforcing in any manner directly or indirectly, any lien, charge, or encumbrance of any kind against the Debtors, the Estates, or the Committee with respect to any property to be distributed under the Plan, including funds or reserves held or maintained by any of them pursuant to the Plan; and (iv) proceeding in any manner in any place whatsoever against the Debtors, the Estates, or the Committee with respect to any property to be distributed under the Plan, including funds or reserves held or maintained by any of them pursuant to the Plan in any way that does not conform to, or comply, or is inconsistent with, the provisions of the Plan; provided, however, that such injunction shall not preclude any party in interest from seeking to enforce or interpret the terms of the Plan through an action commenced in the Bankruptcy Court.

12.4 **No Liability for Solicitation or Participation.** Pursuant to Section 1125(e) of the Bankruptcy Code, Persons that solicit acceptances or rejections of the Plan and/or that participate in the offer, issuance, sale, or purchase of securities offered or sold under the Plan, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, shall not be liable, on account of such solicitation or participation, for violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer, issuance, sale, or purchase of securities.

12.5 **Release of Liens.** Except as otherwise provided in the Plan or the Confirmation Order, all Liens, security interests, deeds of trust, or mortgages against property of the Estates shall and shall be deemed to be released, terminated, and nullified as of the Effective Date.

### ARTICLE XIII

#### MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

13.1 **Modification of the Plan.** The Debtors and the Committee may jointly alter, amend, or modify the Plan under Section 1127 of the Bankruptcy Code or as otherwise permitted by applicable law at any time prior to the Confirmation Date. After the Confirmation Date and

prior to the substantial consummation of the Plan, any party in interest in the Bankruptcy Case may, so long as the treatment of holders of Claims under the Plan are not materially adversely affected, institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, and any other matters as may be necessary to carry out the purposes and effects of the Plan; provided, however, prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or order of the Bankruptcy Court.

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

#### ARTICLE XIV

#### RETENTION OF JURISDICTION

14.1 **Jurisdiction of Bankruptcy Court.** Following the Effective Date, and notwithstanding the entry of the Confirmation Order, the Bankruptcy Court shall retain jurisdiction of the Bankruptcy Cases and all matters arising in, or related to, the Bankruptcy Cases to the fullest extent permitted by law, including, but not limited to, jurisdiction:

- (a) to hear and determine motions, applications, adversary proceedings, and contested matters pending prior to or commenced after the Effective Date;
- (b) to hear and determine objections (whether filed before or after the Effective Date) to, or requests for estimation of, any Claim, and to enter any order requiring the filing of proof of any Claim before a particular date;
- (c) to ensure that distributions to holders of Allowed Claims are accomplished as provided in the Plan;
- (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 construe and to take any action to enforce the Plan and the Confirmation Order;
- (f) to issue such orders as may be necessary for the implementation, execution, and consummation of the Plan and to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order;
- (g) to hear and determine any applications to modify the Plan, to cure any defect or omission or to reconcile any inconsistency in the Plan, the Disclosure Statement

or in any order of the Bankruptcy Court including, without limitation, the Confirmation Order;

(h) to hear and determine all applications for Professional Claims;

(i) to hear and determine other issues presented or arising under the Plan, including disputes among holders of Claims and arising under agreements, documents, or instruments executed in connection with the Plan;

(j) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(k) to hear and determine any matters involving any claims against the Debtors relating to any alleged indemnification obligation;

(l) to hear and determine any other matters related hereto and not inconsistent with Chapter 11 of the Bankruptcy Code;

(m) to enter the Final Decree; and

(n) to hear and determine any action concerning the recovery and liquidation of the Assets, wherever located, including without limitation litigation to liquidate and recover the Assets that consist of claims and causes of action against third parties and actions seeking declaratory relief with respect to issues relating to or affecting the Assets; and to hear and determine any action concerning the determination of taxes, tax refunds, tax attributes, and tax benefits and similar or related matters with respect to the Debtors or the Estates including, without limitation, matters concerning federal, state, and local taxes in accordance with Sections 346, 505, and 1146 of the Bankruptcy Code.

14.2 **Failure of Bankruptcy Court to Exercise Jurisdiction.** If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction, or is otherwise without jurisdiction, over any matter arising under, arising in or related to the Bankruptcy Cases, including with respect to the matters set forth above in Section 14.1 of the Plan, this Article shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

15.1 **Payment of Statutory Fees.** All fees payable pursuant to Section 1930 of Title 28 of the United States Code, as determined by the Bankruptcy Court at the hearing pursuant to Section 1128 of the Bankruptcy Code, shall be paid by the Estates on or before the Effective Date or from the Assets when otherwise due.

15.2 **No Admissions.** Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed an admission by the Debtors or the Committee with

respect to any matter set forth herein including, without limitation, liability on any Claim or the propriety of any classification of any Claim.

15.3 **Plan Controls.** To the extent there is an inconsistency or ambiguity between any term or provision contained in the Disclosure Statement and the Plan, the terms and provisions of the Plan shall control.

15.4 **Governing Law.** Except to the extent the Bankruptcy Code, the Bankruptcy Rules or other federal or state laws are applicable, the laws of the State of Georgia shall govern the construction, implementation, and enforcement of the Plan and all rights and obligations arising under the Plan, without giving effect to the principles of conflicts of law.

15.5 **Substantial Consummation of Plan.** The Plan shall be deemed to be substantially consummated when the Debtors make the Initial Distribution.

15.6 **Successors and Assigns.** The rights, benefits, and obligations of any Person named or referred to in the Plan will be binding upon, and will inure to the benefit of, the heir, executor, administrator, representative, successor, or assignee of such Person.

15.7 **Severability.** Should the Bankruptcy Court determine, on or prior to the Confirmation Date, that any provision of the Plan is either illegal or unenforceable on its face or illegal or unenforceable as applied to any Claim, the Bankruptcy Court, at the joint request of the Debtors and the Committee, shall have the power to alter and modify such provision to make it valid and enforceable to the maximum extent practicable consistent with the original purpose of such provision. Notwithstanding any such determination, interpretation, or alteration, the remainder of the terms and provisions of the Plan shall remain in full force and effect.

15.8 **Notices and Distributions.** On and after the Effective Date, all notices, requests, and Distributions to a holder of a Claim shall be sent to the address provided on the Proof of Claim of (i) the holder or its attorney of record as reflected in the holder's proof of Claim or Administrative Expense Claim filed by or on behalf of such holder; or (ii) if there is no such evidence of a last known address, to the last known address of the holder according to the books and records of the Debtors. Any holder of a Claim may designate another address for the purposes of this section by providing the Debtors written notice of such address, which notice will be effective upon receipt by the Debtors of the written designation.

15.9 **Withholding and Reporting.** In connection with the Plan and all instruments issued in connection therewith and distributions thereon, the Debtors shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority and all Distributions hereunder shall, to the extent applicable, be subject to any such withholding and reporting requirements. Notwithstanding anything herein to the contrary, in calculating and making the payments due to Allowed Claims hereunder, the Debtors shall be authorized to deduct from such payments any necessary withholding amount.

15.10 **Other Documents and Actions.** The Debtors and the Committee may execute such documents and take such other action as is reasonable, necessary, or appropriate to effectuate the transactions provided for in the Plan, without any further action by or approval of the Bankruptcy Court or the Board of Directors of the Debtors.

**CONFIRMATION REQUEST**

The Debtors and the Committee hereby request confirmation of the Plan pursuant to Section 1129(a) of the Bankruptcy Code or, in the event that the Plan is not accepted by each of those Classes of Claims entitled to vote, Section 1129(b) of the Bankruptcy Code.

Dated: November 15, 2007.

**BUILDERS TRANSPORT, INC.  
BUILDERS TRANSPORT, INCORPORATED.  
CCG CORP., INC.  
BUILDERS TRANSPORT OF TEXAS, INC.  
ALSTAFF, INC.  
APPLIED LOGISTIC SYSTEMS, INC.  
GRAND PRAIRIE LAND COMPANY.**

/s/ T. Michael Guthrie  
T. Michael Guthrie, as Debtors' Responsible Party

Presented by:

HOLLAND & KNIGHT LLP

/s/ James H. Rollins

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