

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:)	
)	Chapter 11 Case
)	
HEARTLAND AUTOMOTIVE)	Case No. 08-40047 (RFN)
HOLDINGS, INC., <u>et al.</u> ,)	
)	Jointly Administered
Debtors.)	

**JOINT CHAPTER 11 PLAN OF REORGANIZATION
FOR HEARTLAND AUTOMOTIVE HOLDINGS, INC.,
AND ITS AFFILIATED DEBTORS**

Dated: November 21, 2008

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EXHIBITS

Debtors	Exhibit A
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The Official Committee of Unsecured Creditors of Heartland Automotive Holdings, Inc. and its affiliated debtors in the above-captioned jointly administered chapter 11 cases (the “Committee”), together with Heartland Automotive Holdings, Inc. and its affiliated debtors in the above-captioned jointly administered chapter 11 cases (the “Debtors”), hereby propose the following joint chapter 11 plan of reorganization:

ARTICLE I.

DEFINITIONS

In this Plan, the following definitions apply:

- 1.1. “Administrative Expense Claim”** means any right to payment, whether secured or unsecured, constituting a cost or expense of administration of any of the Chapter 11 Cases under sections 503(b) and 507(a)(2) of the Bankruptcy Code, including, without limitation, any actual and necessary costs and expenses of preserving the Debtors’ estates, any actual and necessary costs and expenses of operating the Debtors’ businesses, any indebtedness or obligations incurred or assumed by the Debtors, as debtors in possession, during the Chapter 11 Cases including, without limitation, for the acquisition or lease of property or an interest in property or the rendition of services, and any allowances of compensation and reimbursement of expenses to the extent allowed by Final Order under section 330 or 503 of the Bankruptcy Code.
- 1.2. “Affiliate”** means, with respect to any Person, all Persons that would fall within the definition assigned to such term in section 101(2) of the Bankruptcy Code, if such Person was a debtor in a case under the Bankruptcy Code.
- 1.3. “Allowed”** means, with respect to a Claim: (i) any Claim against any Debtor which has been listed by such Debtor in the 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, (ii) any timely filed, liquidated, non-contingent Claim as to which the time for objection permitted by the Plan has expired and no objection has been interposed, or (iii) any Claim expressly allowed by a Final Order or by agreement in accordance with the provisions of the Plan.
- 1.4. “Assets”** means, with respect to any Debtor, all of such Debtor’s right, title and interest of any nature in property of any kind, wherever located, as specified in section 541 of the Bankruptcy Code.
- 1.5. “Avoidance Actions”** means all Causes of Action of the Estates that arise under chapter 5 of the Bankruptcy Code.
- 1.6. “Ballot”** means those certain ballots sent to holders of Claims and Equity Interests for purposes of voting on the Plan.
- 1.7. “Balloting Agent”** means Epiq Bankruptcy Solutions, LLC.
- 1.8. “Bankruptcy Code”** means the Bankruptcy Reform Act of 1978, as codified at title 11 of the United States Code, as amended from time to time and applicable to the Chapter 11 Cases.

- 1.9. “Bankruptcy Court”** means the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division, or such other court having jurisdiction over the Chapter 11 Cases.
- 1.10. “Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure, as prescribed by the United States Supreme Court pursuant to section 2075 of title 28 of the United States Code and as applicable to the Chapter 11 Cases.
- 1.11. “Blackstone Debt Claims”** means any and all Claims against any of the Debtors arising from the Subordinated Note Purchase Agreement, Blackstone Notes or any other documents appurtenant thereto, as applicable, which, subject to the occurrence of the Effective Date, shall be deemed Allowed in the amount of \$67,397,562.74.
- 1.12. “Blackstone Notes”** means the notes purchased under the Subordinated Note Purchase Agreement, and any other documents appurtenant thereto, as applicable.
- 1.13. “Business Day”** means any day other than a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close for business in New York, New York.
- 1.14. “Cash”** means legal tender of the United States of America or readily marketable direct obligations of, or obligations guaranteed by, the United States of America.
- 1.15. “Cash Collateral Order”** means the order of the Bankruptcy Court, dated March 20, 2008, granting the Debtors’ authority to use cash collateral on a final basis.
- 1.16. “Cash Option”** has the meaning set forth in Article 5.5.
- 1.17. “Causes of Action”** means all claims, rights, actions, causes of action, liabilities, obligations, suits, debts, remedies, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages or judgments, whether known or unknown, liquidated or unliquidated, fixed or contingent, matured or unmatured, foreseen or unforeseen, asserted or unasserted, arising in law, equity or otherwise.
- 1.18. “Certificate of Designation”** means each certificate of designation pursuant to which each class of New Preferred Stock has been issued. Each Certificate of Designation is a Plan Document.
- 1.19. “Chapter 11 Cases”** means the cases commenced under chapter 11 of the Bankruptcy Code pending before the Bankruptcy Court with respect to each of the Debtors styled as In re Heartland Automotive Holdings, Inc., et al., Chapter 11 Case No. 08-40047 (RFN), Jointly Administered.
- 1.20. “Claim”** means (a) any right to payment, whether or not such right is known or unknown, reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right

to an equitable remedy is known or unknown, reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

1.21. “Claims Agent” means the entity designated by order of the Bankruptcy Court to process proofs of claim.

1.22. “Committee” has the meaning set forth in the preamble.

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

1.24. “Confirmation Hearing” means the hearing held by the Bankruptcy Court, as it may be continued from time to time, to consider confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code.

1.25. “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan.

1.26. “Contested Claim” means any Claim that is not an Allowed Claim or a Disallowed Claim.

1.27. “Contested Claims Reserve” means a reserve of Cash that may be established in accordance with Article 11.5 of the Plan.

1.28. “Convenience Class Claim” means a Claim, excluding a Claim for principal and interest based on a note issued under any indenture or credit agreement, against any of the Debtors that otherwise would be a General Unsecured Claim that is for \$1,000 or less.

1.29. “Contingent Assumption and Assignment Agreement” means any agreements between the Debtors, JLI (or an Affiliate thereof) or landlords party thereto, providing for the assignment to JLI (or an Affiliate thereof) of the Debtors’ interest in real property upon the occurrence of certain enumerated conditions.

1.30. “Cure Cost” means any amount payable by a Debtor pursuant to Article 12.2 of the Plan and section 365(b)(1) of the Bankruptcy Code.

1.31. “Debt Claim” means a Claim against any of the Debtors arising under the Original Debt Documents.

1.32. “Debtor” means Heartland, and its direct and indirect subsidiaries that are debtors in the Chapter 11 Cases as identified on Exhibit A annexed hereto.

1.33. “Debtor-in-Possession” means any Debtor, in its capacity as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

1.34. “DIP Agent” means HAS Funding LLC as agent for the DIP Lenders under the DIP Loan Facility.

- 1.35. “DIP Claim”** means any Claim of the DIP Agent and DIP Lenders under the DIP Loan Facility.
- 1.36. “DIP Lender”** means a lender under the DIP Loan Facility.
- 1.37. “DIP Loan Facility”** means that certain credit agreement entered into on March 31, 2008 by the Debtors that are parties thereto, as borrowers, the DIP Agent as lead arranger, and the DIP Lenders, together with all documents, instruments and agreements executed or entered into in connection therewith, and any amendments thereto.
- 1.38. “DIP Order”** has the meaning set forth in Article 6.2(e).
- 1.39. “Disallowed”** when used with respect to a Claim, means a Claim, or such portion of a Claim, that has been disallowed by a Final Order.
- 1.40. “Disbursing Agent”** means the Reorganized Debtors, in (a) making the Plan Distributions contemplated under the Plan, the Confirmation Order, or any other relevant Final Order, and (b) performing any other act or task that is or may be delegated to the Disbursing Agent under the Plan.
- 1.41. “Disclosure Statement”** means the Disclosure Statement filed with respect to the Plan, as it may be amended or modified from time to time.
- 1.42. “Disclosure Statement Order”** means the order entered by the Bankruptcy Court (a) approving the Disclosure Statement as containing adequate information required under section 1125 of the Bankruptcy Code, and (b) authorizing the use of the Disclosure Statement for soliciting votes on the Plan.
- 1.43. “Distribution Date”** means, with respect to any Claim, (i) the Effective Date or a date that is as soon as reasonably practicable after the Effective Date, if such Claim is then an Allowed Claim, or (ii) a date that is as soon as reasonably practicable after the date such Claim becomes Allowed, if not Allowed on the Effective Date.
- 1.44. “Dymas”** means Dymas Funding Company, LLC, as administrative agent for the H-II Lenders.
- 1.45. “Effective Date”** means a date selected by the Debtors which must be a Business Day that is no later than thirty (30) Business Days after all of the conditions specified in Article 14.2 have been satisfied or waived (to the extent subject to waiver), but must in no case be later than June 30, 2009 unless consented to by the Committee and the Debtors.
- 1.46. “Effective Date DIP Balance”** has the meaning set forth in Article 13.3(c).
- 1.47. “Entity”** means any person or organization created by law, including, without limitation, any individual, company, corporation, limited liability company, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, or government or any political subdivision thereof.

- 1.48. “Equity Interest”** means any outstanding ownership interest in any of the Debtors, including without limitation, interests evidenced by common or preferred stock, membership interests and options or other rights to purchase or otherwise receive any ownership interest in any of the Debtors and any right to payment or compensation based upon any such interest, whether or not such interest is owned by the holder of such right to payment or compensation.
- 1.49. “Estate”** means the estate of any Debtor created by section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases.
- 1.50. “Fee Application”** means an application for allowance and payment of a Fee Claim.
- 1.51. “Fee Claim”** means a Claim of a Professional.
- 1.52. “Final Order”** means (a) an order or judgment of the Bankruptcy Court or any other court or adjudicative body 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 is then pending, or (b) in the event that an appeal, writ of certiorari, reargument, or rehearing thereof has been sought, such order of the Bankruptcy Court or any other court or adjudicative body shall have been affirmed by the highest court to which such order was appealed, or certiorari has been denied, or from which 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, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to section 502(j) of the Bankruptcy Code, Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such order.
- 1.53. “Franchise Agreement”** means any agreement between any of the Debtors and JLI pursuant to which any of the Debtors operate quick oil-change centers under the service mark “Jiffy Lube.”
- 1.54. “General Unsecured Claim”** means any unsecured Claim against a Debtor, other than an Administrative Expense Claim, a Blackstone Debt Claim, a Convenience Class Claim, an H-I Lender Claim, an H-II Lender Claim, an Intercompany Claim, a Priority Tax Claim, a Priority Non-Tax Claim, a JLI Claim or a SOPUS Claim.
- 1.55. “Guaranty”** means any guaranty by one or more Debtors of an obligation of any other Debtors.
- 1.56. “Guaranty Claims”** means any Claim arising out of a Guaranty. Guaranty Claims shall be classified as General Unsecured Claims.
- 1.57. “Heartland”** means Heartland Automotive Holdings, Inc., a Delaware corporation, one of the Debtors and Debtors-in-Possession in the Chapter 11 Cases.
- 1.58. “Heartland Common Stock Interest”** means any outstanding ownership interest in Heartland evidenced by common stock held as of the Petition Date.
- 1.59. “H-I Lenders”** means the loan servicers under the Original H-I Notes.

- 1.60. “H-I Lender Claim”** means a Claim against any of the Debtors arising under the Original H-I Notes.
- 1.61. “H-II Lenders”** means the lenders under the Original H-II Secured Credit Facility.
- 1.62. “H-II Lender Claim”** means a Claim against any of the Debtors arising under the Original H-II Secured Credit Facility.
- 1.63. “H-II Lender Subordination Agreement”** means that certain Amended and Restated Subordination Agreement, dated as of February 27, 2006, by and among BMP-SPV (J) Ltd., Blackstone Mezzanine Holdings, L.P., certain of the Debtors, and Dymas.
- 1.64. “H-II Replacement Facility”** means that certain secured term loan facility between the Reorganized Debtors and Dymas, governing the beneficial interest to be distributed to Dymas on behalf of the holders of Allowed H-II Lender Claims, in replacement of the Original H-II Secured Credit Facility. A term sheet describing the principal terms of the H-II Replacement Facility is attached as Schedule 10 to the Disclosure Statement. The form of credit agreement for the H-II Replacement Facility is a Plan Document.
- 1.65. “Insider”** means with respect to any Person, all Persons that would fall within the definition assigned to such terms in section 101(31) of the Bankruptcy Code.
- 1.66. “Intercompany Claim”** means any Claim held by any Debtor against any other Debtor that occurred or came into existence prior to the Petition Date.
- 1.67. “Internal Revenue Code”** means the Internal Revenue Code of 1986, as amended, and any applicable rulings, regulations (including temporary and proposed regulations) promulgated thereunder, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or the IRS.
- 1.68. “IRS”** means the United States Internal Revenue Service.
- 1.69. “JLI”** means Jiffy Lube International, Inc. or any of its Affiliates.
- 1.70. “JLI Claim”** means any Claim against any of the Debtors arising from or related to any oral or written agreements between and among JLI and the Debtors that could have been asserted in the Chapter 11 Cases.
- 1.71. “JLI Lease”** means any lease of non-residential real property to which any of the Debtors and JLI (or any of its Affiliates) are parties.
- 1.72. “Master Supply Agreement”** means that certain SOPUS Products Payment and Sales Agreement for Jiffy Lube Franchisees entered into by and between SOPUS and the Debtors. The Master Supply Agreement is a Plan Document.
- 1.73. “New Class A Common Stock”** means the 300,000,000 shares of new class A common stock to be authorized by Heartland on or after the Effective Date pursuant to the Plan. A term

sheet describing principal terms of the New Class A Common Stock is attached as Schedule 9 to the Disclosure Statement.

1.74. “New Class B Common Stock” means the 400,000,000 shares of new class B common stock to be authorized by Heartland on or after the Effective Date pursuant to the Plan. A term sheet describing principal terms of the New Class B Common Stock is attached as Schedule 9 to the Disclosure Statement.

1.75. “New Class A Preferred Stock” means the 1,200,000 shares of class A preferred stock in Heartland to be authorized by Heartland on or after the Effective Date pursuant to the Plan. A term sheet describing principal terms of the New Class A Preferred Stock is attached as Schedule 7 to the Disclosure Statement.

1.76. “New Class B Preferred Stock” means the 1,200,000 shares of class B preferred stock in Heartland to be authorized by Heartland on or after the Effective Date pursuant to the Plan. A term sheet describing the principal terms of the New Class B Preferred Stock is attached as Schedule 8 to the Disclosure Statement.

1.77. “New Common Stock” means collectively, the New Class A Common Stock and the New Class B Common Stock.

1.78. “New Equity Interests” means collectively, the New Common Stock and the New Preferred Stock.

1.79. “New JLI Agreements” means, collectively, those certain agreements between the Reorganized Debtors and JLI, entered into as of the Effective Date, including (i) the amendments to the Franchise Agreements, (ii) the amendments to the JLI Leases, and (iii) other agreements to be determined. Each of the New JLI Agreements is a Plan Document.

1.80. “New Money Contribution” has the meaning set forth in Article 13.3(c).

1.81. “New Preferred Stock” means collectively, the New Class A Preferred Stock and the New Class B Preferred Stock.

1.82. “New Unsecured Note” means an unsecured promissory note, payable by the Reorganized Debtors to be issued in satisfaction of Allowed General Unsecured Claims. The New Unsecured Note is a Plan Document and a term sheet describing the principal terms of the New Unsecured Note is attached as Schedule 12 to the Disclosure Statement.

1.83. “Notice of Confirmation” means the notice of entry of the Confirmation Order to be filed with the Bankruptcy Court and mailed by the Claims Agent to holders of Claims and Equity Interests.

1.84. “Objection Deadline” means the deadline for filing objections to Claims as set forth in Article 11.2 of the Plan.

1.85. “Original Debt Documents” means the Original H-II Secured Credit Facility, the Subordinated Note Purchase Agreement, the Blackstone Notes and the Original H-I Notes.

1.86. “Original H-II Secured Credit Facility” means that certain Second Amended and Restated Credit Agreement, dated as of February 27, 2006, among Heartland Automotive Services II, Inc., as borrower, Dymas Funding Company, LLC as lead arranger and administrative agent, and Antares Capital Corporation, as syndication agent, and any and all guarantees issued in connection therewith.

1.87. “Original H-I Notes” means, collectively, the notes identified on Schedule 3 to the Disclosure Statement..

1.88. “Other Equity Interests” means all Equity Interests other than Subsidiary Equity Interests and Heartland Common Stock Interests.

1.89. “Other Secured Claims” means all Secured Claims other than H-I Lender Claims and H-II Lender Claims.

1.90. “Person” means an individual, corporation, partnership, limited liability company, joint venture, trust, estate, unincorporated association, unincorporated organization, governmental entity, or political subdivision thereof, or any other entity.

1.91. “Petition Date” means January 7, 2008.

1.92. “Plan” means this joint chapter 11 plan of reorganization, either in its present form or as it may be amended, supplemented, or otherwise modified from time to time, and the exhibits and schedules hereto, as the same may be in effect at the time such reference becomes operative.

1.93. “Plan Distribution” means the payment or distribution under the Plan of Cash, Assets, Plan Securities or instruments evidencing an obligation under the Plan to the holder of an Allowed Claim or Allowed Equity Interest.

1.94. “Plan Documents” means the documents that aid in effectuating the Plan as specifically identified as such herein and filed with the Bankruptcy Court as specified in Article 2.4 of the Plan.

1.95. “Plan Securities” means the New Preferred Stock, the New Common Stock and the New Unsecured Notes.

1.96. “Plan Supplement” means the compilation of Plan Documents or forms of documents specified in the Plan, including, but not limited to any exhibits or schedules to the Plan not included herewith, each in form and substance acceptable to the Committee and the Debtors, which the Committee and the Debtors shall, as provided in Article 2.4, file with the Bankruptcy Court on or before the date that is ten (10) Business Days prior to the Confirmation Hearing, all of which are incorporated herein by reference.

1.97. “Priority Non-Tax Claim” means any Claim entitled to priority in payment as specified in section 507(a)(3), (4), (5), (6), (7) or (9) of the Bankruptcy Code.

1.98. “Priority Tax Claim” means any Claim, whether secured or unsecured, entitled to priority under section 507(a)(8) of the Bankruptcy Code.

1.99. “Pro Rata Share” means the proportion that an Allowed Claim or Equity Interest bears to the aggregate amount of all Claims or Equity Interests in a particular class, including Contested Claims or Equity Interests, but excluding Disallowed Claims, (a) as calculated by the Disbursing Agent; or (b) as determined or estimated by the Bankruptcy Court.

1.100. “Professional” means a Person retained or to be compensated for services rendered or costs incurred on or after the Petition Date and on or prior to the Effective Date pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code in these Chapter 11 Cases.

1.101. “QCMI” means Quad-C Management, Inc.

1.102. “Quad-C” means Quad-C VI, QCMI, Quad-C VI Management Corp., HAS Funding LLC, Quad-C Advisors VI, LLC, Terrence Daniels, Stephen Burns, Matthew Engel, Gary Binning, Robert Haswell, and each of the current and former holders of the Heartland Common Stock Interests, and each of their respective present and former constituents, equity holders, members, stockholders, general or limited partners, investors, principals, officers, directors, servants, employees, agents, representatives, counsel, professionals, affiliates, relatives, successors, insurers, underwriters, administrators, executors, predecessors, representatives and assigns, but excluding the Debtors and the Reorganized Debtors.

1.103. “Quad-C Contribution” means the obligations of Quad-C that arise under the Quad-C Contribution Documents.

1.104. “Quad-C Contribution Documents” means that certain stock purchase agreement, and any documents annexed thereto, which are attached as Schedule 6 to the Disclosure Statement. The Quad-C Contribution Documents are Plan Documents.

1.105. “Quad-C VI” means Quad-C Partners VI, L.P.

1.106. “Rejection Damage Claim” means any Claim arising out of the rejection of an executory contract or unexpired lease.

1.107. “Released Persons” means (a) (i) the Debtors and the Reorganized Debtors, (ii) the Committee and the members thereof in their capacities as such, (iii) Shell Oil Company, (iv) JLI, (v) SOPUS, and (vi) Quad-C; and each of (b) (i) Dymas, (ii) the H-I Lenders, (iii) the H-II Lenders, (iv) BMP-SPV (J) Ltd., (v) Blackstone Mezzanine Holdings, L.P., to the extent such Person votes in favor of the Plan and does not otherwise object to confirmation of the Plan; and (c) and all affiliates, officers, directors, principals, shareholders, parents, subsidiaries, members, auditors, accountants, financial advisors, predecessors, successors, servants, employees, agents, counsel, attorneys, partners, insurers, underwriters, administrators, executors, representatives or assigns of each of the foregoing Person listed in clause (a) or (b) to the extent such Person is a Released Person.

1.108. “Reorganized Debtors” means from and after the Effective Date, Heartland and its affiliated Debtors and any successors thereto by merger, consolidation, or otherwise.

1.109. “Reorganized Heartland Shareholder Agreement” means that certain shareholder agreement entered into as of the Effective Date that governs the relationships between the holders of the New Equity Interests. The Reorganized Heartland Shareholder Agreement is a Plan Document.

1.110. “Replacement H-I Notes” means the promissory notes, payable by the Reorganized Debtors, to be distributed to the holders of H-I Lender Claims. A term sheet describing the principle terms of the Replacement H-I Notes is attached as Schedule 3 to the Disclosure Statement.

1.111. “Schedules” means the schedules of assets and liabilities and list of Equity Interests and the statements of financial affairs filed by each of the Debtors with the Bankruptcy Court, as required by section 521 of the Bankruptcy Code and in conformity with the Official Bankruptcy Forms of the Bankruptcy Rules, as such schedules and statements have been or may be amended or supplemented by the Debtors from time to time in accordance with Bankruptcy Rule 1009.

1.112. “Section 503(b)(9) Bar Date” means the deadline for the filing of Section 503(b)(9) Claims established pursuant to an order of the Bankruptcy Court.

1.113. “Section 503(b)(9) Claims” means any Claims against any of the Debtors entitled to administrative expense status pursuant to section 503(b)(9) of the Bankruptcy Code.

1.114. “Secured Claim” means (a) a Claim secured by a lien on any Assets, which lien is valid, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law, and which is duly established in the Chapter 11 Cases, but only to the extent of the value of the holder’s interest in the collateral that secures payment of the Claim; (b) a Claim against the Debtors that is subject to a valid right of recoupment or setoff under section 553 of the Bankruptcy Code, but only to the extent of the Allowed amount subject to recoupment or setoff as provided in section 506(a) of the Bankruptcy Code; and (c) a Claim deemed or treated under the Plan as a Secured Claim; provided, that, to the extent that the value of such interest is less than the amount of the Claim which has the benefit of such security, the unsecured portion of such Claim shall be treated as a General Unsecured Claim unless, in any such case the class of which Claim is a part makes a valid and timely election in accordance with section 1111(b) of the Bankruptcy Code to have such Claim treated as a Secured Claim to the extent allowed.

1.115. “SOPUS” means Pennzoil-Quaker State Company d/b/a SOPUS Products.

1.116. “SOPUS Claim” means any Claim against any of the Debtors arising from or related to any oral or written agreements between and among SOPUS and the Debtors that could have been asserted in the Chapter 11 Cases.

1.117. “Subordinated Claim” means a Claim (other than a Blackstone Debt Claim) against any Debtor subordinated by a Final Order.

1.118. “Subordinated Note Purchase Agreement” means that certain Amended and Restated Note Purchase Agreement, dated as of February 27, 2006, by and among Heartland Automotive

Services II, Inc., as issuers, and BMP-SPV (J) Ltd. and Blackstone Mezzanine Holdings, L.P., as purchasers, and all guarantees issued in connection therewith.

1.119. “Subsidiary Debtor” means any Debtor other than Heartland.

1.120. “Subsidiary Equity Interest” means any Equity Interest in a Subsidiary Debtor.

1.121. “Supply Agreement” means those certain supply agreements by and among the Debtors and SOPUS that are existing and in effect as of the Effective Date.

1.122. “U.S. Trustee” means the Office of the United States Trustee for Region 6.

1.123. “VMI Agreement” means that certain vendor management inventory agreement between SOPUS and the Debtors, entered as of the Effective Date. The VMI Agreement is a Plan Document.

ARTICLE II.

INTERPRETATION AND APPLICATION

2.1. Interpretation.

Unless otherwise specified, all section, article, exhibit and schedule references in the Plan are to the respective section in, article of, or exhibit or schedule to, the Plan, as the same may be amended, waived, or modified from time to time. Words denoting the singular number shall include the plural number and vice versa, as appropriate, and words denoting one gender shall include the other gender. The Disclosure Statement may be referred to for purposes of interpretation to the extent any term or provision of the Plan is determined by the Bankruptcy Court to be ambiguous.

2.2. Application of Definitions and Rules of Construction Contained in the Bankruptcy Code.

Words and terms defined in section 101 of the Bankruptcy Code have the same meanings when used in the Plan, unless a different definition is set forth in Article 1 hereof. The rules of construction contained in section 102 of the Bankruptcy Code, other than section 102(5) of the Bankruptcy Code, apply to the construction of the Plan. For the purposes of construction of the Plan, “or” is disjunctive.

2.3. Other Terms.

The words “herein,” “hereof,” “hereto,” “hereunder,” and others of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan.

2.4. Incorporation of Plan Documents.

All appendices, exhibits and schedules to the Plan and the Plan Documents are incorporated into the Plan by this reference and are a part of the Plan as if set forth in full herein. All Plan Documents shall be filed with the Bankruptcy Court as part of the Plan Supplement not less than ten (10) days prior to the commencement of the Confirmation Hearing, provided, however, that any Plan Documents that are or may be subject to confidentiality provisions or otherwise contain confidential or propriety information may be filed in redacted form or under seal.

Holders of Claims and Equity Interests may obtain a copy of the Plan Documents (in redacted form, as applicable, and excluding any Plan Documents that are filed under seal), once filed, by a written request sent to the following address:

Heartland Automotive Ballot Processing Center
c/o Epiq Bankruptcy Solutions, LLC
Attention: Kate Mailloux
757 Third Avenue, 3rd Floor
New York, NY 10017
Telephone: (866) 897-6436
Facsimile: (646) 282-2501

ARTICLE III.

CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

Except as otherwise provided herein, for the purposes of organization, voting and all confirmation matters, all Claims and all Equity Interests in the Debtors will be classified as set forth in this Article III.

3.1. Administrative Expense Claims and Tax Claims.

As provided by section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims will not be classified under the Plan, and will instead be treated separately as unclassified Claims on the terms set forth in Article VI.

3.2. Claims and Equity Interests.

The Claims against and the Equity Interests in, with respect to and to the extent applicable for, each Debtor are classified under the Plan as follows:

(a) Class 1 – Priority Non-Tax Claims

Class 1 shall consist of all Priority Non-Tax Claims.

(b) Class 2 – H-I Lender Claims

Class 2 shall consist of all H-I Lender Claims.

(c) Class 3 – H-II Lender Claims

Class 3 shall consist of all H-II Lender Claims.

(d) Class 4 – Other Secured Claims

Class 4 shall consist of all Other Secured Claims.

(e) Class 5 – General Unsecured Claims

Class 5 shall consist of all General Unsecured Claims.

(f) Class 6 – Blackstone Debt Claims

Class 6 shall consist of all Blackstone Debt Claims.

(g) Class 7 – JLI Claims

Class 7 shall consist of all JLI Claims.

(h) Class 8 – SOPUS Claims

Class 8 shall consist of all SOPUS Claims.

(i) Class 9 – Intercompany Claims

Class 9 shall consist of all Intercompany Claims.

(j) Class 10 – Heartland Common Stock Interests

Class 10 shall consist of all Heartland Common Stock Interests.

(k) Class 11 – Subsidiary Equity Interests

Class 11 shall consist of all Subsidiary Equity Interests.

(l) Class 12 – Other Equity Interests

Class 12 shall consist of all Other Equity Interests.

(m) Class 13 – Convenience Claims

Class 13 shall consist of all Convenience Claims.

3.3. Deemed Allowance of Certain Claims.

(a) Subject to the occurrence of the Effective Date, the Claims of each holder of an H-I Lender Claim that votes in favor of the Plan shall be deemed Allowed and fully secured in the amounts set forth on Schedule 5 to the Disclosure Statement, and such holders shall waive

any rights to (i) any prepayment penalties on account of such provisions in the Original H-I Notes, and (ii) any attorneys' fees or any interest on account of such H-I Lender Claims arising after the Petition Date, except to the extent such fees and interest were required to be paid by the Cash Collateral Order and have not been paid by the Debtors. The Debtors shall be deemed to have waived any and all rights and claims regarding the perfection, validity and enforceability of such holder's H-I Lender Claims or the adequacy of such holder's collateral.

(b) Subject to the occurrence of the Effective Date, the Claims of each holder of an H-II Lender Claim that votes in favor of the Plan shall be deemed Allowed and fully secured in the amounts set forth on Schedule 5 to the Disclosure Statement, and such holders shall waive any rights to any attorneys' fees or any interest on account of such H-II Lender Claims arising after the Petition Date, except to the extent such fees and interest were required to be paid by the Cash Collateral Order and have not been paid by the Debtors. The Debtors shall be deemed to have waived any and all rights and claims regarding the perfection, validity and enforceability of such holder's H-II Lender Claims or the adequacy of such holder's collateral.

(c) Each Ballot for a General Unsecured Claim shall indicate the Debtors' estimate of such holder's Allowed General Unsecured Claim, or, to the extent such Claim is disputed, contingent or unliquidated, the Debtors' good faith offer of settlement with respect to such General Unsecured Claim. Each holder of a General Unsecured Claim may accept the Debtors' estimate or offer of settlement with respect to such Claim by affirmatively indicating such acceptance on such holder's Ballot. Upon such election, subject to the occurrence of the Effective Date, such holder's General Unsecured Claim shall be deemed an Allowed Claim in the amount indicated by the Debtors on such Ballot without further order of the Court. In the event that the Effective Date does not occur, such election by the holder and the Debtors' estimate or offer of settlement shall have no force and effect and shall be deemed inadmissible in any further proceedings pursuant to Rule 408 of the Federal Rules of Evidence.

3.4. Separate Classification of Other Secured Claims.

Although all Other Secured Claims against the Debtors have been placed in a single class for purposes of nomenclature, each such Other Secured Claim shall be treated as a separate class for purposes of voting on the Plan and receiving Plan Distributions.

ARTICLE IV.

IDENTIFICATION OF IMPAIRED CLASSES OF CLAIMS AND EQUITY INTERESTS

4.1. Impaired and Unimpaired Classes of Claims.

Priority Non-Tax Claims, Other Secured Claims, Intercompany Claims and Subsidiary Equity Interests are not impaired under the Plan. All other classes of Claims and Equity Interests are impaired under the Plan.

4.2. Impairment Controversies.

If a controversy arises as to whether any Claim or Equity Interest, or any class of Claims or Equity Interests, is impaired under the Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy.

ARTICLE V.

**PROVISIONS FOR TREATMENT OF CLAIMS
AND EQUITY INTERESTS UNDER THE PLAN**

The classes of Claims against and Equity Interests in, with respect to and to the extent applicable for, each Debtor shall be treated under the Plan as follows:

5.1. Class 1 – Priority Non-Tax Claims.

Each Allowed Priority Non-Tax Claim shall be unimpaired under the Plan, and, pursuant to section 1124 of the Bankruptcy Code, all of the legal, equitable and contractual rights to which such Claim entitles the holder in respect of such Claim shall be fully reinstated and retained, and such Allowed Priority Non-Tax Claim (including any amounts to which such holder is entitled pursuant to section 1124(2) of the Bankruptcy Code) shall be paid in full in accordance with such reinstated rights on the Effective Date.

5.2. Class 2 – H-I Lender Claims.

Each holder of an Allowed H-I Lender Claim shall, on the Distribution Date, in full satisfaction of such holder's Allowed H-I Lender Claim, receive a Replacement H-I Note.

5.3. Class 3 – H-II Lender Claims.

Each holder of an Allowed H-II Lender Claim shall, on the Distribution Date, in full satisfaction of such holder's Allowed H-II Lender Claim receive a *pro rata* interest in the H-II Replacement Facility, based on the amount of its Allowed H-II Lender Claim.

5.4. Class 4 – Other Secured Claims.

Except to the extent that the holder of an Allowed Other Secured Claim agrees to less favorable treatment, each Allowed Other Secured Claim shall, on the Effective Date, be reinstated or rendered unimpaired in accordance with section 1124 of the Bankruptcy Code, notwithstanding any contractual provision or applicable nonbankruptcy law that entitles the holder of an Other Secured Claim to demand or receive payment of such Claim prior to its stated maturity from and after the occurrence of a default. All Allowed Other Secured Claims that are not due and payable on or before the Effective Date shall, at the Debtors' option, be paid (i) in the ordinary course of business in accordance with the course of practice between the Debtors and such holder with respect to such Claim, or (ii) by transfer of the Collateral securing such Claim to the holder of such Claim, each in full and complete satisfaction, settlement and release of and in exchange for such Claim.

5.5. Class 5 – General Unsecured Claims.

Each holder of an Allowed General Unsecured Claim shall receive on the Distribution Date in full and final satisfaction of such Claim, either (i) a New Unsecured Note in a principal amount equal to one hundred percent (100%) of the amount of such holder's Allowed General Unsecured Claim, or (ii) a single Cash payment in an amount equal to seventy percent (70%) of the amount of such holder's Allowed General Unsecured Claim if such holder elects by affirmatively indicating on its Ballot to accept the treatment in this clause (ii) in lieu of receiving a New Unsecured Note as set forth in clause (i) (the "Cash Option"); provided, however, that only holders of General Unsecured Claims that are Allowed Claims as of the Effective Date shall be eligible to receive the treatment provided for in clause (ii).

5.6. Class 6 – Blackstone Debt Claims.

Each holder of an Allowed Blackstone Debt Claim shall receive a *pro rata* share of (i) 200,000,000 shares of the New Class A Common Stock, and (ii) 1,000,000 shares of the New Class A Preferred Stock in full satisfaction of its Allowed Class 6 Blackstone Debt Claims.

5.7. Class 7 – JLI Claims.

Except as provided in Article 13.1, each holder of a JLI Claim shall be deemed to have waived any and all Claims, prepetition or otherwise, against any of the Released Persons in exchange for (i) the assumption of the Franchise Agreements and related JLI Leases (in each case as modified by the New JLI Agreements), and (ii) the releases provided for in Articles 16.1 and 16.2 of the Plan.

5.8. Class 8 – SOPUS Claims.

Except as provided in Article 13.2, each holder of a SOPUS Claim shall be deemed to have waived any and all Claims, prepetition or otherwise, against any of the Released Persons in exchange for (i) the replacement of all existing Supply Agreements with the Master Supply Agreement and the VMI Agreement, and (ii) the releases provided for in Article 16.1 and 16.2 of the Plan.

5.9. Class 9 – Intercompany Claims.

Each Allowed Intercompany Claim shall be unimpaired under the Plan, and, pursuant to section 1124 of the Bankruptcy Code, all of the legal, equitable and contractual rights to which such Claim entitles a holder in respect of such Claim shall be fully reinstated and retained.

5.10. Class 10 – Heartland Common Stock Interests.

Each Allowed Heartland Common Stock Interest shall remain outstanding and on the Effective Date shall be converted to New Class B Common Stock.

5.11. Class 11 – Subsidiary Equity Interests.

Each Allowed Subsidiary Equity Interest shall be unimpaired under the Plan, and, pursuant to section 1124 of the Bankruptcy Code, all of the legal, equitable and contractual rights to which such Equity Interest entitles a holder in respect of such Equity Interest shall be fully reinstated and retained.

5.12. Class 12 – Other Equity Interests.

On the Effective Date, all Other Equity Interests shall be cancelled and the holders of such Other Equity Interests shall receive no distribution on account of such interests.

5.13. Class 13 – Convenience Claims.

Each holder of an Allowed Convenience Claim shall receive on the Distribution Date a single Cash payment in an amount equal to one hundred percent (100%) of such holder's Allowed Convenience Claim.

5.14. Deemed Satisfaction of Guaranty Claims.

All Guaranty Claims shall be allowed in the amount of zero dollars (\$0.00) and deemed satisfied in full as a result of distributions made on the underlying Allowed claim guaranteed in respect of such Guaranty Claim, pursuant to Article 5. From and after the Effective Date, any Guaranty shall be of no further force or effect.

ARTICLE VI.

**PROVISIONS FOR TREATMENT
OF UNCLASSIFIED CLAIMS UNDER THE PLAN**

6.1. Unclassified Claims.

Administrative Expense Claims and Priority Tax Claims are treated in accordance with sections 1129(a)(9)(A) and 1129(a)(9)(C) of the Bankruptcy Code, respectively. Administrative Expense Claims and Priority Tax Claims are not designated as classes of Claims for the purposes of this Plan or for the purposes of sections 1123, 1124, 1125, 1126 or 1129 of the Bankruptcy Code.

6.2. Treatment of Administrative Expense Claims.

All Administrative Expense Claims shall be treated as follows:

(a) Time for Filing Administrative Expense Claims.

The holder of an Administrative Expense Claim, other than (i) a DIP Claim, (ii) a Fee Claim; (ii) a liability incurred and payable after the Petition Date in the ordinary course of business by a Debtor (and not past due); (iii) a Section 503(b)(9) Claim; or (iv) an Administrative Expense Claim that has been Allowed on or before the Effective Date, must file

with the Bankruptcy Court and serve on the Debtors, the Committee, and the U.S. Trustee, notice of such Administrative Expense Claim within forty (40) days after service of Notice of Confirmation or such other specific date as may be established by the Bankruptcy Court. Such notice must include at a minimum (A) the name of the Debtor(s) which are purported to be liable for the Claim, (B) the name of the holder of the Claim, (C) the amount of the Claim, and (D) the basis of the Claim (including any documentation evidencing or supporting such Claim). **THE FAILURE TO FILE A PROOF OF ADMINISTRATIVE CLAIM ON OR BEFORE THE ADMINISTRATIVE CLAIMS BAR DATE AND THE FAILURE TO SERVE SUCH NOTICE TIMELY AND PROPERLY SHALL RESULT IN THE ADMINISTRATIVE EXPENSE CLAIM BEING FOREVER BARRED, DISALLOWED AND DISCHARGED WITHOUT FURTHER ORDER OF THE BANKRUPTCY COURT.**

(b) Time for Filing Fee Claims.

Each Professional who holds or asserts a Fee Claim shall be required to file with the Bankruptcy Court, and serve on all parties required to receive notice, a Fee Application within forty-five (45) days after the Effective Date or such other specific date as may be established by the Bankruptcy Court. **THE FAILURE TO FILE TIMELY AND SERVE SUCH FEE APPLICATION SHALL RESULT IN THE FEE CLAIM BEING FOREVER BARRED AND DISCHARGED.**

(c) Time for Filing Section 503(b)(9) Claims.

In accordance with the procedures set out in the Bankruptcy Court's order establishing the Section 503(b)(9) Bar Date, each holder of a Section 503(b)(9) Claim was required to submit to the Claims Agent, with copies to counsel for the Debtors, and the Committee, a request for allowance of such Section 503(b)(9) Claim prior to the Section 503(b)(9) Claim Bar Date. **THE FAILURE TO SUBMIT SUCH REQUEST BY THE SECTION 503(B)(9) BAR DATE SHALL RESULT IN THE SECTION 503(B)(9) CLAIM BEING DEEMED DISALLOWED AS AN ADMINISTRATIVE EXPENSE CLAIM.** Such disallowance does not prevent such Claim from being Allowed as a Claim other than as an Administrative Expense Claim to the extent otherwise allowable.

(d) Allowance of Administrative Expense Claims,
Fee Claims and Section 503(b)(9) Claims.

An Administrative Expense Claim (other than a DIP Claim, a Fee Claim or Section 503(b)(9) Claim) with respect to which notice has been properly filed and served pursuant to Article 6.2(a), or a Section 503(b)(9) Claim with respect to which a request for allowance has been properly filed and served pursuant to Article 6.2(c), shall become an Allowed Administrative Expense Claim if no objection is filed within thirty (30) days after the later of (i) the Effective Date, or (ii) the date of service of the applicable notice of Administrative Expense Claim or such later date as may be approved by the Bankruptcy Court on motion of a party in interest, without notice or a hearing. If an objection is filed within such 30-day period (or any extension thereof), the Administrative Expense Claim shall become an Allowed Administrative Expense Claim only to the extent allowed by Final Order. A Fee Claim in respect of which a Fee Application has been properly filed and served pursuant to Article 6.2(b)

shall become an Allowed Administrative Expense Claim only to the extent allowed by Final Order.

(e) DIP Claims

All amounts due on account of DIP Claims have been Allowed as super-priority Administrative Expense Claims pursuant to decretal paragraph 7 of the order approving the DIP Loan Facility entered by the Bankruptcy Court on March 20, 2008 (the "DIP Order").

(f) Payment of Allowed Administrative Expense Claims.

On the Distribution Date, each holder of an Allowed Administrative Expense Claim, including a DIP Claim, shall receive in full satisfaction of such Claims (i) the amount of such holder's Allowed Administrative Expense Claim in one Cash payment, or (ii) such other treatment as may be agreed upon in writing by the Debtors and such holder; provided, that such treatment shall not provide a return to such holder having a present value as of the Effective Date in excess of such holder's Allowed Administrative Expense Claim; provided, further, that an Administrative Expense Claim representing a liability incurred in the ordinary course of business of the Debtors may be paid at the Debtors' election in the ordinary course of business.

6.3. Treatment of Priority Tax Claims.

(a) Unless otherwise agreed with a holder of an Allowed Priority Tax Claim, the Debtors, in their sole discretion, may choose whether Allowed Priority Tax Claims will be paid either: (1) in Cash, in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest from the Effective Date at a fixed annual rate equal to five percent (5%) and paid in regular installments of equal amount over a period not exceeding five (5) years from the Petition Date; or (2) in full in Cash on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Business Day after the date that is thirty (30) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim. The Debtors reserve the right to prepay, without penalty, at any time under option (1) above. Alternatively, a holder of an Allowed Priority Tax Claim may elect to receive the same treatment of its Claims as is offered to holders of Allowed General Unsecured Claims as provided in Article 5.5.

(b) The Confirmation Order shall enjoin any holder of an Allowed Tax Claim from commencing or continuing any action or proceeding against any responsible person, officer or director of the Debtors that otherwise would be liable to such holder for payment of a Tax Claim so long as the Debtors are in compliance with Article 6.3. So long as the holder of an Allowed Tax Claim is enjoined from commencing or continuing any action or proceeding against any responsible person, officer or director under Article 6.3 or pursuant to the Confirmation Order, the statute of limitations for commencing or continuing any such action or proceeding shall be tolled.

ARTICLE VII.

ACCEPTANCE OR REJECTION OF THE PLAN; EFFECT OF REJECTION BY ONE OR MORE CLASSES OF CLAIMS OR EQUITY INTERESTS

7.1. Classes Entitled to Vote.

Except for Priority Non-Tax Claims, Intercompany Claims, Subsidiary Equity Interests, and Other Equity Interests, all classes of Claims and Equity Interests are entitled to vote on the Plan.

7.2. Class Acceptance Requirement.

A class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims in such class that have voted on the Plan. A class of Equity Interests shall have accepted the Plan if it is accepted by holders of at least two-thirds (2/3) in amount of the Equity Interests in such class that actually vote on the Plan.

7.3. Tabulation of Votes on a Non-Consolidated Basis.

The Balloting Agent will tabulate all votes on the Plan on a non-consolidated basis by class and by Debtor for the purpose of determining whether the Plan satisfies sections 1129(a)(8) and/or (10) of the Bankruptcy Code with respect to each Debtor.

7.4. Cramdown.

If all applicable requirements for confirmation of the Plan are met as set forth in section 1129(a) of the Bankruptcy Code, except subsection (8) thereof, the Plan shall be treated as a request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code, notwithstanding the failure to satisfy the requirements of section 1129(a)(8), on the basis that the Plan is fair and equitable and does not discriminate unfairly with respect to each class of Claims that is impaired under, and has not accepted, the Plan.

7.5. Confirmation of All Cases.

Except as provided in Article 16.18, the Plan shall not be deemed to have been confirmed unless and until the Plan has been confirmed as to each of the Debtors.

ARTICLE VIII.

MEANS FOR IMPLEMENTATION OF THE PLAN

8.1. Operations Between the Confirmation Date and the Effective Date.

Through the Effective Date, the Debtors shall not (a) enter into, renew or extend any contract or other agreement (i) outside the ordinary course of business or (ii) with annual

expenditures of more than \$100,000.00 or (iii) having a term of more than one year or (b) terminate or hire any executive with an annual compensation of greater than \$100,000.00 without obtaining the written consent of Blackstone and the Committee, which consent shall not be unreasonably withheld or delayed; provided, however, that the forgoing limitations shall not apply to the renewal or extension of leases of nonresidential real property.

8.2. Certain Transactions On or Prior to the Effective Date.

Pursuant to section 1123(a)(5) of the Bankruptcy Code, the Reorganized Debtors shall, on or prior to the Effective Date (i) issue all Plan Securities; (ii) execute and deliver all debt instruments and related documents, including collateral documents, contemplated under the Plan; (iii) perform all of their obligations under the Quad-C Contribution Documents; (iv) execute and deliver the New JLI Agreements, the Master Supply Agreement and the VMI Agreement; (v) implement all settlements and compromises as set forth in or contemplated by the Plan; (vi) amend and restate its constituent documents in accordance with the terms of this Plan; and (vii) perform all obligations under the Plan Documents.

8.3. Corporate Action.

(a) The entry of the Confirmation Order shall constitute authorization for the Debtors and the Reorganized Debtors (as the case may be) to take or cause to be taken all corporate actions necessary or appropriate to implement all provisions of, and to consummate, the Plan prior to, on and after the Effective Date and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation, including without limitation, any action required by the stockholders or directors of the Debtors and the Reorganized Debtors (as the case may be), including, among other things, (i) the adoption or amendment of any organizational documents; (ii) the termination and cancellation of any Original Debt Documents or any other outstanding instrument, document or agreement evidencing Debt Claims as required by the Plan; (iii) the issuance of the Plan Securities; (iv) the execution and delivery of the Quad-C Contribution Documents; (v) all transfers of Assets that are to occur pursuant to the Plan; (vi) the incurrence of all obligations contemplated by the Plan and the making of all Plan Distributions; (vii) the reinstatement and assumption of all indemnity obligations to the directors and officers of the Debtors; (viii) the implementation of all settlements and compromises as set forth in or contemplated by the Plan; (ix) taking of all actions to preserve and provide for the prosecution of the Avoidance Actions; and (x) entering into any and all transactions, contracts, or arrangements permitted by applicable law, order, rule or regulation.

(b) The officers of the Debtors and the Reorganized Debtors, as the case may be, are authorized and directed to do all things and to execute and deliver all agreements, documents, instruments, notices and certificates as are contemplated by the Plan and to take all necessary action required in connection therewith, in the name of and on behalf of the Debtors. All obligations of the Debtors to indemnify and hold harmless their current and former directors, officers and employees, whether arising under the Debtors' constituent documents, contract, law or equity, shall be fully reinstated and assumed by the Debtors upon the occurrence of the Effective Date with the same effect as though such obligations constituted executory contracts

that are assumed (or assumed and assigned, as applicable) under section 365 of the Bankruptcy Code, and all such obligations shall be fully enforceable on their terms from and after the Effective Date. Nothing in this Plan, including Articles 16.1 and 16.2, shall release any obligations of the Debtors to indemnify and hold harmless their current and former directors, officers and employees. Nothing in this Plan, including Article 16.22, shall enjoin any of the Debtors' current and former directors, officers and employees from asserting any indemnity or hold harmless right against the Debtors, excluding any claim for payment of attorneys' fees arising out of or relating to the Chapter 11 Cases or investigations related thereto, except to the extent such attorneys' fees were incurred in the defense of a claim that was asserted or the subject of investigation or discovery after the Effective Date and, which claim was released pursuant to Articles 16.1 and 16.2. (By way of example only, no person or entity falling within the definition of Quad-C shall be entitled to any indemnity from the Debtors or Reorganized Debtors with respect to any fee, cost, expense, loss or the like incurred in connection with the Committee's investigation or discovery with respect to possible Claims or Causes of Action against Quad-C undertaken during the course of the Chapter 11 Cases, which possible Claims and Causes of Action are to be released pursuant to the Plan.) The prosecution of any so-indemnified Cause of Action shall upon the occurrence of the Effective Date be enjoined and prohibited, except solely for the purpose of obtaining a recovery from the issuer of any available insurance policy proceeds.

(c) The constituent documents of the Reorganized Debtors shall, as of the Effective Date, be amended to (i) authorize and issue the New Preferred Stock; (ii) authorize and issue the New Common Stock; (iii) require the New Common Stock to vote together as a single class; and (iv) prohibit the issuance of non-voting equity securities by such Debtor as required by section 1123(a)(6) of the Bankruptcy Code, provided, however, that following the Effective Date, the Reorganized Debtors shall be entitled to issue non-voting securities, in their sole discretion, and solely in accordance with the terms of the Plan Documents.

8.4. Termination of Certain Debt Obligations.

Upon the occurrence of the Effective Date, the Original H-II Secured Credit Facility, the Subordinated Note Purchase Agreement and the Original H-I Note shall be cancelled and annulled (along with such other documents appurtenant thereto). Immediately upon the completion of all Plan Distributions to the holders of Debt Claims, the Reorganized Debtors shall be authorized and directed (without further approval, act or other determination under applicable law, regulation, order or rule) to take such action as shall be necessary or appropriate to terminate and extinguish all of the Debtors' obligations under the Original H-II Secured Credit Facility, the Subordinated Note Purchase Agreement and the Original H-I Note.

8.5. Continued Corporate Existence of the Debtors.

Each of the Debtors shall continue to exist, as a Reorganized Debtor, after the Effective Date as a separate entity, with all the powers available to such legal entity, in accordance with applicable law and pursuant to their constituent documents, as modified by the Plan. On or after the Effective Date, the Reorganized Debtors may, within their sole and exclusive discretion, take such action as permitted by applicable law, their constituent documents, and the Plan Documents, as they determine is reasonable and appropriate, including

(a) causing any or all of the Reorganized Debtors to be merged into one or more of the other Reorganized Debtors or other legal entities; (b) liquidating any of the Reorganized Debtors; and (c) changing the legal name of any of the Reorganized Debtors.

8.6. Re-vesting of Assets.

Upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtors' Estates and any property acquired by a Debtor or Reorganized Debtor under the Plan shall vest in the Reorganized Debtors free and clear of all Claims, liens, encumbrances, charges and other interests, except as provided herein. On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire or 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 or the Confirmation Order. Without limiting the foregoing, each Reorganized Debtor may pay the charges that it incurs on or after the Effective Date for all fees, disbursements, expenses or related support services of Professionals (including fees relating to the preparation of professional fee applications) without application to, or approval of, the Bankruptcy Court.

8.7. Initial Boards of Directors.

From and after the Effective Date, the members of the board of directors (or managers, as applicable) of the Reorganized Debtors shall be as identified in the Plan Supplement. Thereafter, the members of the board of directors (or managers, as applicable) of each of the Reorganized Debtors shall be selected and determined in accordance with the provisions of the organizational documents of such Reorganized Debtors and applicable law, including the Reorganized Heartland Shareholder Agreement that is included in the Plan Documents.

8.8. Officers.

The current officers of each of the Debtors shall continue in such positions after the Effective Date in accordance with their respective employment agreements, if any, and applicable law. From and after the Effective Date, the officers of each of the Reorganized Debtors shall be selected and appointed by the respective boards of directors of such entities, in accordance with, and pursuant to, the provisions of applicable law and their respective organizational documents, including the Reorganized Heartland Shareholder Agreement that is included in the Plan Documents.

8.9. Retention of Causes of Action/Reservation of Rights.

Except as set forth in Articles 16.1 and 16.2 of the Plan, all Causes of Action, excluding Avoidance Actions, belonging to any of the Debtors shall, upon the occurrence of the Effective Date, be vested in the Reorganized Debtors for the benefit of the Debtors and their Estates. Except as set forth in Articles 16.1 and 16.2 of the Plan, the rights of the Reorganized Debtors to commence, prosecute or settle such Causes of Action, respectively, shall be preserved notwithstanding the occurrence of the Effective Date.

No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or Committee will not pursue any and all available Causes of Action against them. The Debtors and the Estates, on their own behalf and on behalf of the Committee, expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise provided in the Plan. Unless any Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Final Order, the Debtors, on their own behalf and on behalf of the Committee, expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such Causes of Action upon or after the confirmation or consummation of the Plan.

Except as set forth in Articles 16.1 and 16.2 of the Plan, nothing in the Plan or the Confirmation Order shall be deemed a waiver or relinquishment of any Claim, Cause of Action, right of setoff, or other legal or equitable defense which the Debtors had immediately prior to the Commencement Date, against or with respect to any Claims left unimpaired by the Plan, except for avoidance actions pursuant to section 547 of the Bankruptcy Code (provided, however, that the Debtors' right to object to any Claim pursuant to section 502(d) of the Bankruptcy Code is fully preserved, including but not limited to the right to object to any Claim of a recipient of a transfer that is avoidable under section 547 of the Bankruptcy Code).

ARTICLE IX.

THE DISBURSING AGENT

9.1. Appointment of the Disbursing Agent.

Upon the occurrence of the Effective Date, the Reorganized Debtors shall be appointed to serve as the Disbursing Agent, and shall have all powers, rights, duties and protections afforded the Disbursing Agent under the Plan.

9.2. Powers and Duties.

Pursuant to the terms and provisions of the Plan, the Disbursing Agent shall be empowered and directed to (a) take all steps and execute all instruments and documents necessary to make Plan Distributions to holders of Allowed Claims and Equity Interests; (b) comply with the Plan and the obligations thereunder; (c) employ, retain, or replace professionals to represent it with respect to its responsibilities; (d) object to Claims as specified in Article XI, and prosecute such objections; (e) compromise and settle any issue or dispute regarding the amount, validity, priority, treatment, or Allowance of any Claim as provided in Article XI; (f) make annual and other periodic reports regarding the status of distributions under the Plan to the holders of Allowed Claims that are outstanding at such time; such reports to be made available upon request to the holder of any Contested Claim; and (g) exercise such other powers as may be vested in the Disbursing Agent pursuant to the Plan, the Plan Documents or order of the Bankruptcy Court.

9.3. Exculpation.

Except as otherwise provided in this Article 9.3, the Disbursing Agent, together with its officers, directors, employees, agents, and representatives, are exculpated pursuant to the Plan by all Persons, Entities, holders of Claims and Equity Interests, and all other parties in interest, from any and all Causes of Action arising out of the discharge of the powers and duties conferred upon the Disbursing Agent by the Plan, any Final Order of the Bankruptcy Court entered pursuant to or in the furtherance of the Plan, or applicable law, except solely for actions or omissions arising out of the Disbursing Agent's willful misconduct or gross negligence. No holder of a Claim or an Equity Interest, or representative thereof, shall have or pursue any Cause of Action (a) against the Disbursing Agent or its officers, directors, employees, agents, and representatives for making Plan Distributions in accordance with the Plan, or (b) against any holder of a Claim for receiving or retaining Plan Distributions as provided for by the Plan. Nothing contained in this Article 9.3 shall preclude or impair any holder of an Allowed Claim or Allowed Equity Interest from bringing an action in the Bankruptcy Court against any Debtor to compel the making of Plan Distributions contemplated by the Plan on account of such Claim or Equity Interest.

ARTICLE X.

DISTRIBUTION PROVISIONS

10.1. Sources of Cash for Plan Distributions.

All Cash necessary for the Disbursing Agent to make payments and Plan Distributions shall be obtained from the Cash of the Reorganized Debtors and the Cash held in the Contested Claims Reserve, if any, as applicable.

10.2. Investment of Funds Held by the Disbursing Agent; Tax Reporting by the Disbursing Agent.

The Disbursing Agent may, but shall not be required to, invest any funds held by the Disbursing Agent pending the distribution of such funds pursuant to the Plan in investments that are exempt from federal, state, and local taxes. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Disbursing Agent of a private letter ruling if the Disbursing Agent so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Disbursing Agent), the Disbursing Agent may (a) treat the funds and other property held by it as held in a single trust for federal income tax purposes in accordance with the trust provisions of the Internal Revenue Code (sections 641 et seq.), and (b) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes.

10.3. Plan Distributions.

Pursuant to the terms and provisions of the Plan, the Disbursing Agent shall make the required Plan Distributions specified under the Plan on the relevant Distribution Date therefor.

10.4. Timing of Plan Distributions.

Each Plan Distribution shall be made on the relevant Distribution Date therefor. In the event a Plan Distribution shall be payable on a day other than a Business Day, such Plan Distribution shall instead be paid on the immediately succeeding Business Day, but shall be deemed to have been made on the date otherwise due. A Plan Distribution shall be deemed to have been timely made if made on such date or within ten (10) days thereafter.

For federal income tax purposes, except to the extent a Plan Distribution is made in connection with reinstatement of an obligation pursuant to section 1124 of the Bankruptcy Code, a Plan Distribution will be allocated first to the principal amount of a Claim and then, to the extent the Plan Distribution exceeds the principal amount of the Claim, to the portion of the Claim representing accrued but unpaid interest.

10.5. Address for Delivery of Plan Distributions/Unclaimed Distributions.

Subject to Bankruptcy Rule 9010, any Plan Distribution or delivery to a holder of an Allowed Claim shall be made at the address of such holder as set forth (a) in the Schedules, (b) on the proof of Claim filed by such holder, (c) in any notice of assignment filed with the Bankruptcy Court with respect to such Claim pursuant to Bankruptcy Rule 3001(e) or (d) in any notice served by such holder giving details of a change of address. If any Plan Distribution is returned to the Disbursing Agent as undeliverable, no Plan Distributions shall be made to such holder unless the Disbursing Agent is notified of such holder's then current address within ninety (90) days after such Plan Distribution was returned. After such date, if such notice was not provided, a holder shall have forfeited its right to such Plan Distribution, and the undeliverable Plan Distributions shall be returned to the Reorganized Debtors. Supplemental Plan Distributions may be made from time to time at the discretion of the Disbursing Agent.

10.6. Time Bar to Cash Payments.

Checks issued in respect of Allowed Claims shall be null and void if not negotiated within one hundred and eighty (180) days after the date of issuance thereof. Requests for reissuance of any voided check shall be made directly to the Disbursing Agent by the holder of the Allowed Claim to whom such check was originally issued. Any claim in respect of such a voided check shall be made within one hundred and eighty (180) days after the date of issuance of such check. If no request is made as provided in the preceding sentence, any claims in respect of such void check shall be discharged and forever barred and such unclaimed Plan Distribution shall revert to the Reorganized Debtors.

10.7. Manner of Payment under the Plan.

Unless the Person receiving a Plan Distribution agrees otherwise, any Plan Distribution to be made in Cash under the Plan shall be made, at the election of the Disbursing Agent, by check drawn on a domestic bank or by wire transfer from a domestic bank. Cash payments to foreign creditors may, in addition to the foregoing, may be made, at the option of the Disbursing Agent, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

10.8. Expenses Incurred on or after the Effective Date and Claims of the Disbursing Agent.

Except as otherwise ordered by the Bankruptcy Court or as provided in the Plan, the amount of any reasonable fees and expenses incurred (or to be incurred) by the Disbursing Agent on or after the Effective Date (including, but not limited to, taxes) shall be paid when due. Professional fees and expenses incurred by the Disbursing Agent from and after the Effective Date in connection with the effectuation of the Plan shall be paid in the ordinary course of business. Any dispute regarding compensation shall be resolved by agreement of the parties or if the parties are unable to agree, as determined by the Bankruptcy Court.

10.9. Fractional Plan Distributions.

Notwithstanding anything to the contrary contained herein, no Plan Distributions of fractional shares or fractions of dollars (whether in Cash or New Equity Interests) will be made. Fractional shares and fractions of dollars shall be rounded to the nearest whole unit (with any amount equal to or less than one-half share or one-half dollar, as applicable, to be rounded down).

10.10. Surrender and Cancellation of Instruments.

As a condition to receiving any Plan Distribution, on or before the Distribution Date, the holder of an Allowed Claim evidenced by a certificate, instrument or note, other than any such certificate, instrument or note that is being reinstated or being left unimpaired under the Plan, shall (i) surrender such certificate, instrument or note representing such Claim, and (ii) execute and deliver such other documents as may be necessary to effectuate the Plan in the sole determination of the Disbursing Agent. Such certificate, instrument or note, shall thereafter be cancelled and extinguished. The Disbursing Agent shall have the right to withhold any Plan Distribution to be made to or on behalf of any holder of such Claims unless and until (1) such certificates, instruments or notes are surrendered, or (2) any relevant holder provides to the Disbursing Agent an affidavit of loss or such other documents as may be required by the Disbursing Agent together with an appropriate indemnity in the customary form. Any such holder who fails to surrender such certificates, instruments or notes, or otherwise fails to deliver an affidavit of loss and indemnity prior to the second anniversary of the Effective Date, shall be deemed to have forfeited its Claims and shall not participate in any Plan Distribution. All property in respect of such forfeited Claims shall revert to the Reorganized Debtors.

ARTICLE XI.

**PROCEDURES FOR RESOLVING
AND TREATING CONTESTED CLAIMS**

11.1. Prosecution of Contested Claims.

After the Effective Date, only the Reorganized Debtors may object to the allowance of Contested Claims filed with the Bankruptcy Court. All objections that are filed and prosecuted as provided herein shall be litigated to Final Order or compromised and settled in accordance with Article 11.3.

11.2. Objection Deadline.

As soon as practicable, but in no event later than one hundred and eighty (180) days after the Effective Date (subject to being extended by the order of the Bankruptcy Court upon motion of the Disbursing Agent without notice or a hearing), objections to Claims shall be filed with the Bankruptcy Court and served upon the holders of each of the Claims to which objections are made.

11.3. Claims Settlement.

Notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, from and after the Effective Date, the Disbursing Agent shall have authority to settle or compromise all Claims and Causes of Action without further review or approval of the Bankruptcy Court.

11.4. Entitlement to Plan Distributions Upon Allowance.

Notwithstanding any other provision hereof, if any portion of a Claim is a Contested Claim, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Claim becomes an Allowed Claim that is not a Contested Claim, subject to the setoff rights as provided in Article 16.19. When a Claim that is not an Allowed Claim as of the Effective Date becomes an Allowed Claim the holder of such Allowed Claim shall thereupon become entitled to receive the Plan Distributions in respect of such Claim the same as though such Claim had been an Allowed Claim on the Effective Date.

11.5. Contested Claims Reserve.

The Debtors may establish a Contested Claims Reserve in a segregated account for the purpose of effectuating distributions to the holders of Contested Claims pending the allowance or disallowance of such Claims in accordance with the Plan.

11.6. Estimation of Claims.

The Debtors and the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any contingent, unliquidated or Contested Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtor previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated or Contested Claim, the amount so estimated shall constitute either (a) the Allowed amount of such Contested Claim; (b) a maximum limitation on such Contested Claim, or (c) in the event such Contested Claim is estimated in connection with the estimation of other Claims within the same Class, a maximum limitation on the aggregate amount of Allowed Claims on account of such Contested Claims so estimated. If the estimated amount constitutes a maximum limitation on the amount of such Claim, or on more than one such Claim within a Class of Claims, as applicable, the Debtors or the Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such Claims. All of the aforementioned objection,

estimation and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or otherwise resolved by any mechanism approved by the Bankruptcy Court.

11.7. No Recourse Against the Debtors or the Reorganized Debtors.

If a Contested Claim Reserve is established pursuant to Article 11.5, any holder of a Contested Claim that ultimately becomes an Allowed Claim shall be entitled to receive its applicable distribution under the Plan solely from any Contested Claim Reserve established on account of such Contested Claims. In no event shall any holder of a Contested Claim have any recourse with respect to distributions made, or to be made, under the Plan to holders of such Claims, to any Debtor or the Reorganized Debtors on account of such Contested Claim, regardless of whether such Contested Claim shall ultimately become an Allowed Claim, and regardless of whether sufficient Cash or other property remains available for distribution in the Contested Claim Reserve established on account of such Contested Claims at the time such Claim becomes entitled to receive a distribution under the Plan.

ARTICLE XII.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

12.1. Assumption and Rejection of Executory Contracts and Unexpired Leases.

(a) All executory contracts and unexpired leases of the Debtors shall be rejected pursuant to the provisions of section 365 of the Bankruptcy Code effective as of and subject to the occurrence of the Effective Date, unless another date is specified in the Plan except: (i) any executory contracts and unexpired leases that are the subject of separate motions to assume or assume and assign filed pursuant to section 365 of the Bankruptcy Code by the Debtors before the Effective Date; (ii) contracts and leases listed in Schedule 4 attached to the Disclosure Statement and any subsequently filed "Schedule of Assumed Executory Contracts and Unexpired Leases" to be filed by the Debtors with the Bankruptcy Court before the entry of, or as an exhibit to, the Confirmation Order; (iii) all executory contracts and unexpired leases assumed or assumed under this Plan or by order of the Bankruptcy Court entered before the Effective Date; (iv) any executory contract or unexpired lease that is the subject of a dispute over the amount or manner of cure pursuant to the next article hereof and for which the Debtors make a motion to reject such contract or lease based upon the existence of such dispute filed at any time; (v) any agreement, obligation, security interest, transaction or similar undertaking that the Debtors believe is not executory or a lease that is later determined by the Bankruptcy Court to be an executory contract or unexpired lease that is subject to assumption or rejection under section 365 of the Bankruptcy Code; (vi) any oral or written joint defense agreements relating to actual, potential, or threatened litigation or investigations involving any of the Debtors, which shall be assumed; (vii) any guaranty or similar agreement executed by a third party which guarantees repayment or performance of an obligation owed to any of the Debtors or to indemnify the Debtors; and (viii) agreements with third parties regarding preservation of the confidentiality of documents produced by the Debtors. Any order entered postconfirmation by the Bankruptcy Court, after notice and a hearing, authorizing the rejection of an executory contract or unexpired lease shall cause such rejection to be a prepetition breach under sections 365(g) and 502(g) of the

Bankruptcy Code, as if such relief was granted and such order was entered preconfirmation. The Debtors reserve the right to amend Disclosure Statement Schedule 4 or any "Schedule of Assumed Executory Contracts and Unexpired Leases" prior to the entry of the Confirmation Order. Each executory contract and unexpired lease to be assumed by the Debtors shall include modifications, amendments, supplements, restatements or other similar agreements made directly or indirectly by any agreement, instrument or other document that affects such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed on Disclosure Statement Schedule 4 or any "Schedule of Assumed Executory Contracts and Unexpired Leases."

(b) The inclusion of a contract, lease or other agreement in Article 12.1(a) or on Disclosure Statement Schedule 4 or any "Schedule of Assumed Executory Contracts and Unexpired Leases" shall not constitute an admission by the Debtors as to the characterization of whether any such included contract, lease, or other agreement is, or is not, an executory contract or unexpired lease or whether any claimants under any such contract, lease or other agreement are time-barred from asserting Claims against the Debtors. The Debtors reserve all rights with respect to the characterization of any such agreements.

(c) The Plan shall constitute a motion to reject such executory contracts and unexpired leases rejected pursuant to this Article 12.1, and the Debtors shall have no liability thereunder except as is specifically provided in the Plan. Entry of the Confirmation Order by the Clerk of the Bankruptcy Court shall constitute approval of such rejections pursuant to section 365(a) of the Bankruptcy Code, subject to the occurrence of the Effective Date, and a finding by the Bankruptcy Court that each such rejected agreement, executory contract or unexpired lease is burdensome and that the rejection thereof is in the best interests of the Debtors and their estates.

(d) The Plan shall constitute a motion to assume and assign to the Reorganized Debtors such executory contracts and unexpired leases as set forth in Schedule 4 or any "Schedule of Assumed Executory Contracts and Unexpired Leases." Entry of the Confirmation Order by the Clerk of the Bankruptcy Court shall constitute approval of such assumption and assignment pursuant to sections 365(a), (b) and (f) of the Bankruptcy Code, and a finding by the Bankruptcy Court that the requirements of section 365(f) of the Bankruptcy Code have been satisfied. Any non-Debtor counterparty to an agreement listed on Schedule 4 or any "Schedule of Assumed Executory Contracts and Unexpired Leases" or any other contract or unexpired lease otherwise designated as being assumed or assumed and assigned in Article 12.1(a) who disputes the assignment of an executory contract or unexpired lease must file with the Bankruptcy Court, and serve upon the Debtors and the Committee, a written objection to the assumption and assignment, which objection shall set forth the basis for the dispute by no later than ten (10) days prior to the Confirmation Hearing. The failure to timely object shall be deemed a waiver of any and all objections to the assumption and assignment of executory contracts and leases as set forth in Disclosure Statement Schedule 4 or any "Schedule of Assumed Executory Contracts and Unexpired Leases" or as otherwise designated as being assumed or assumed and assigned in Article 12.1(a).

12.2. Cure.

At the election of the Debtors, any monetary defaults under each executory contract and unexpired lease to be assumed under this Plan shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code: (a) by payment of the default amount in Cash on the Effective Date or as soon thereafter as practicable; or (b) on such other terms as agreed to by the parties to such executory contract or unexpired lease. In the event of a dispute regarding: (i) the amount of any cure payments; (ii) the ability to provide adequate assurance of future performance under the contract or lease to be assumed or assigned; or (iii) any other matter pertaining to assumption or assignment, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving assumption or assignment, as applicable. Disclosure Statement Schedule 4 or any "Schedule of Assumed Executory Contracts and Unexpired Leases" attached to the Disclosure Statement set forth the Debtors' cure obligations for each agreement which a cure obligation must be satisfied as a condition to the assumption and assignment of such agreement. Any non-Debtor counterparty to an agreement listed on the Disclosure Statement Schedule 4 or any "Schedule of Assumed Executory Contracts and Unexpired Leases" who disputes the scheduled cure obligation (or objects to the omission of a scheduled cure obligation) must file with the Bankruptcy Court, and serve upon the Debtors and the Committee, a written objection to the cure obligation, which objection shall set forth the basis for the dispute, the alleged correct cure obligation, and any other objection related to the assumption or assumption and assignment of the relevant agreement by no later than ten (10) Business Days prior to the Confirmation Hearing. If a non-Debtor counterparty fails to file and serve an objection which complies with the foregoing, the cure obligation set forth on the Disclosure Statement Schedule 4 or any "Schedule of Assumed Executory Contracts and Unexpired Leases" shall be binding on the non-Debtor counterparty, and the non-Debtor counterparty shall be deemed to have waived any and all objections to the assumption and assignment of the relevant agreement as proposed by the Debtors.

12.3. Claims Arising from Rejected Contracts.

Rejection Damage Claims must be submitted to the Claims Agent, with copies to counsel for the Debtors and the Committee, by the first Business Day that is at least thirty (30) days following the Effective Date. Properly submitted Rejection Damage Claims shall be treated as Class 5 General Unsecured Claims under the Plan subject to objection by the Reorganized Debtors. Any such Rejection Damage Claims that are not properly submitted pursuant to this Article 12.3 will forever be barred from assertion and shall not be enforceable against the Reorganized Debtors, their respective Estates, Affiliates or Assets.

ARTICLE XIII.

SETTLEMENTS AND COMPROMISES

13.1. JLI.

As set forth in Article 5.7, as of the Effective Date, JLI (and any other Person who may be a holder of a JLI Claim as of the Effective Date) shall be deemed to have waived any and all Claims it holds or may hold against (i) any other Released Person and (ii) any of the Debtors

arising prior to the Effective Date (whether prepetition, rejection, arising under section 503(b)(9) of the Bankruptcy Code or otherwise) and relating to any of the Debtors in exchange for (a) the assumption of the Franchise Agreements and related JLI Leases (in each case as modified by the New JLI Agreements in the Plan Documents), and (b) the releases provided for in Articles 16.1 and 16.2. Notwithstanding any of the foregoing, the Plan shall in no way limit or waive JLI's right to assert Claims for unpaid but accrued royalties on actual Gross Sales (as defined in the Franchise Agreements), lease payments and Franchise Agreement renewal fees, each arising after the Petition Date, and the Debtors' right to assert claims for fleet credits, rebates, other credits and similar items owing to the Debtors after the Petition Date. Except as provided in this Article, neither JLI (nor any other Person who may be a holder of a JLI Claim) shall be entitled to receive any Plan Distribution.

All of the Franchise Agreements, as amended pursuant to the terms of the New JLI Agreements, shall be assumed as of the Effective Date. The Amendments shall supersede any contrary provisions in the Franchise Agreements, and shall contain such other terms and conditions as may be agreed upon between JLI and the Debtors. The amendments to the Franchise Agreements shall be set forth as a single global amendment, provided, however, that each Franchise Agreement shall remain a valid and distinct contractual obligation (as amended by such global amendment) existing independent of any other Franchise Agreement.

13.2. SOPUS.

As set forth in Article 5.8, as of the Effective Date, SOPUS (and any other Person who may be a holder of a SOPUS Claim as of the Effective Date) shall be deemed to have waived any and all Claims it holds or may hold against (i) any other Released Person and (ii) any of the Debtors arising prior to the Effective Date (whether pre-petition, rejection, arising under section 503(b)(9) of the Bankruptcy Code or otherwise) and relating to any of the Debtors in exchange for (i) the replacement of all existing Supply Agreements with the Master Supply Agreement and the VMI Agreement included in the Plan Documents, and (ii) the releases provided for in Articles 16.1 and 16.2. Notwithstanding any of the foregoing, the Plan shall not release and shall in no way limit SOPUS's right to assert any Claim for unpaid goods or services delivered to the Debtors after the Petition Date, and the Debtors' right to assert Claims for rebates, credits and similar items owing by SOPUS to the Debtors for goods or services delivered to the Debtors after the Petition Date and nothing herein alters a party's obligation to comply with the terms of the existing product supply agreements through the Effective Date. Except as provided in this Article, neither SOPUS nor any other Person who may be a holder of a SOPUS Claim shall be entitled to receive any Plan Distribution.

All of the existing Supply Agreements shall be terminated as of the Effective Date and shall be replaced as of the Effective Date by the Master Supply Agreement. The Master Supply Agreement shall supersede any earlier agreements by and among the Debtors and SOPUS and shall contain other such terms and conditions as may be agreed upon between SOPUS and the Debtors. In addition, the VMI Agreement shall be entered in and effective as of the Effective Date. For proprietary and confidentiality reasons, the Master Supply Agreement and VMI Agreement filed or to be filed with the Plan or Plan Supplement have been redacted with respect to, among other things, pricing terms.

13.3. Quad-C.

(a) On or before the Effective Date, HAS Funding, LLC or its designee(s) shall fulfill its obligations under the Quad-C Contribution Documents. In addition, Quad-C shall release and waive all of their respective Claims against each other Released Person as set forth in Article 16.2.

(b) In exchange for its performance under the Quad-C Contribution Documents, HAS Funding LLC or its designee(s) shall receive on the Effective Date (i) 300,000,000 shares of New Class B Common Stock and (ii) 1,000,000 shares of New Class B Preferred Stock. In addition, Quad-C shall receive releases and waivers of all Claims against them from each other Released Person as set forth in Articles 16.1 and 16.2.

(c) If, on the Effective Date, HAS Funding LLC or its designee(s) has not deposited into the Debtors' main operating account an amount (the "New Money Contribution") equal to the difference between \$28 million and the amounts due to HAS Funding LLC pursuant to the DIP Loan Facility as of the Effective Date calculated to include all attorneys' fees (to the extent permitted under the DIP Order), but without any penalties, default rates of interest or premiums or other charges (the "Effective Date DIP Balance"), (i) Quad-C shall not be entitled to the release provided for in Article 13.3(b), (ii) the defined term "Released Persons" in Article 1.107 shall be modified to exclude the reference to Quad-C in clause (a) of such definition and exclude Quad-C from clause (c) of such definition regardless of whether Quad-C might otherwise be an affiliate, officer, director, principal, shareholder, parent, subsidiary, member, auditor, accountant, financial advisor, predecessor, successor, servant, employee, agent, counsel, attorney, partner, insurer, underwriter, administrator, executor, representative or assign of a Released Person, and (iii) the releases set forth in Articles 16.1 and 16.2 shall not apply to Quad-C, and any Claims or Causes of Action that any of the Released Persons holds or may hold against Quad-C are expressly preserved and vest in the Reorganized Debtors for their benefit and the benefit of their creditors. Further, if, on the Effective Date, HAS Funding LLC or its designee(s) has not deposited the New Money Contribution (as calculated above) into the Debtors' main operating account, in accordance with Article 13.3(a), Article 14.2(e) shall be deleted from the Plan.

(d) If on or before December 31 2008, Quad-C has not represented to the Debtors, the Committee and Blackstone that HAS Funding LLC has direct control over immediately available funds in the amount of the New Money Contribution and that such funds have been segregated for the sole purpose of satisfying the New Money Contribution, the Debtors and/or the Committee shall have the right to seek to replace the Quad-C Contribution with funding from alternative sources, upon notice to and a hearing before the Bankruptcy Court. Provided the terms of such alternative funding are not materially less favorable to the Debtors than the terms of the Quad-C Contribution, upon the approval of the Bankruptcy Court, the Plan shall be deemed amended without the need for further notice or solicitation.

ARTICLE XIV.

**CONDITIONS PRECEDENT TO
CONFIRMATION OF THE PLAN AND
THE OCCURRENCE OF THE EFFECTIVE DATE**

14.1. Conditions Precedent to Confirmation.

The following are conditions precedent to confirmation of the Plan:

- (a) The clerk of the Bankruptcy Court shall have entered an order or orders:
 - (i) approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code;
 - (ii) authorizing the solicitation of votes with respect to the Plan;
 - (iii) determining that all votes are binding and have been properly tabulated as acceptances or rejections of the Plan;
 - (iv) confirming and giving effect to the terms and provisions of the Plan;
 - (v) determining that all applicable tests, standards and burdens in connection with the Plan have been duly satisfied and met by the Debtors and the Plan;
 - (vi) approving the Plan Documents;
 - (vii) authorizing the Debtors to execute, enter into, and deliver the Plan Documents and to execute, implement, and to take all actions otherwise necessary or appropriate to give effect to, the transactions contemplated by the Plan and the Plan Documents;
 - (viii) approving the H-II Replacement Facility Documents; and
 - (ix) approving the New JLI Agreements, the Master Supply Agreement and the VMI Agreement.

(b) The Confirmation Order, the Plan Documents and the Plan are each in a form satisfactory to the Committee and the Debtors.

14.2. Conditions Precedent to the Occurrence of the Effective Date.

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

- (a) The Confirmation Order shall have been entered by the Clerk of the Bankruptcy Court, be in full force and effect and not be subject to any stay or injunction;

(b) There is sufficient available free Cash to make a seventy percent (70%) distribution on account of all Allowed General Unsecured Claims who have elected the Cash Option;

(c) All necessary consents, authorizations and approvals shall have been given for the transfers of property and the payments provided for or contemplated by the Plan, including, without limitation, satisfaction or waiver of all conditions to the obligations of (i) the Debtors under the Plan and the Plan Documents, (ii) JLI and SOPUS under the New JLI Agreements, the Master Supply Agreement and the VMI Agreement, and (iii) Quad-C to make payments under the Quad-C Contribution Documents;

(d) The New JLI Agreements, the Master Supply Agreement and the VMI Agreement have been executed and delivered; and

(e) The Quad-C Contribution shall have been made and fully and irrevocably funded.

14.3. Waiver of Conditions.

The Committee and the Debtors may waive any one or more of the conditions set forth in Article 14.1 or Article 14.2(b), (c) or (d) in a writing executed by each of them without notice or order of the Bankruptcy Court and without notice to any parties in interest.

14.4. Effect of Non-Occurrence of the Effective Date.

If the Effective Date shall not occur, the Plan shall be null and void and nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims against or Equity Interests in a Debtor; (b) prejudice in any manner the rights of any party-in-interest; or (c) constitute an admission, acknowledgement, offer or undertaking by the Debtors, the Committee or any other party-in-interest. Without limiting the generality of the foregoing sentence, in the event that the Effective Date has not occurred on or before June 30, 2009, Quad-C shall be permitted to seek confirmation of a plan of reorganization other than the Plan, subject to receiving any and all necessary relief from the Bankruptcy Court.

ARTICLE XV.

RETENTION OF JURISDICTION

Pursuant to sections 105(a) and 1142 of the Bankruptcy Code the Bankruptcy Court shall retain and shall have exclusive jurisdiction over any matter (a) arising under the Bankruptcy Code, (b) arising in or related to the Chapter 11 Cases or the Plan, or (c) that relates to the following:

(i) To hear and determine any and all motions or applications pending on the Confirmation Date or thereafter brought in accordance with Article XII hereof for the assumption, assumption and assignment or rejection of executory contracts or unexpired leases to which any of the Debtors is a party or with respect to which any of the Debtors may be liable, and to hear and determine any and all Claims and any related disputes (including, without limitation, the exercise or enforcement of setoff or recoupment rights,

or rights against any third party or the property of any third party resulting therefrom or from the expiration, termination or liquidation of any executory contract or unexpired lease);

(ii) To determine any and all adversary proceedings, applications, motions, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the Plan, may be instituted by the Disbursing Agent or the Debtors, as applicable, after the Effective Date;

(iii) To hear and determine any objections to the allowance of Claims, whether filed, asserted, or made before or after the Effective Date, including, without express or implied limitation, to hear and determine any objections to the classification of any Claim and to allow, disallow or estimate any Contested Claim in whole or in part;

(iv) To issue such orders in aid of execution of the Plan to the extent authorized or contemplated by section 1142 of the Bankruptcy Code;

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

(vi) To hear and determine all Fee Applications and applications for allowances of compensation and reimbursement of any other fees and expenses authorized to be paid or reimbursed under the Plan or the Bankruptcy Code;

(vii) To hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with the Plan, the Plan Documents or their interpretation, implementation, enforcement, or consummation;

(viii) To hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with the Confirmation Order (and all exhibits to the Plan) or its interpretation, implementation, enforcement, or consummation;

(ix) To the extent that Bankruptcy Court approval is required, to consider and act on the compromise and settlement of any Claim or Cause of Action by, on behalf of, or against the Estates;

(x) To determine such other matters that may be set forth in the Plan, or the Confirmation Order, or that may arise in connection with the Plan, or the Confirmation Order;

(xi) To hear and determine matters concerning state, local, and federal taxes, fines, penalties, or additions to taxes for which the Reorganized Debtors, the Debtors-in-Possession, or the Disbursing Agent may be liable, directly or indirectly, in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(xii) To hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with any setoff and/or recoupment rights of the Debtors or any Person under the Plan;

(xiii) To hear and determine all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with Causes of Action of the Debtors (including Avoidance Actions) commenced by the Disbursing Agent, the Debtors or any third parties, as applicable, before or after the Effective Date;

(xiv) To enter an order or final decree closing the Chapter 11 Cases;

(xv) To issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with consummation, implementation or enforcement of the Plan or the Confirmation Order; and

(xvi) To hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code.

ARTICLE XVI.

MISCELLANEOUS PROVISIONS

16.1. Releases by the Debtors.

On the Effective Date, except as expressly provided in Articles 13.1 and 13.2, each of the Released Persons shall be released by each Debtor, and their respective Estates, from any and all Claims, including without limitation Avoidance Actions, liens, encumbrances, security interests, obligations, suits, judgments, damages, rights, causes of action and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that any Debtor is entitled to assert in its own right or on behalf of the holder of any claim or equity interest or other Person, based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence taking place on or prior to the Effective Date in any way relating to any Debtor, the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation or consummation of any of the Plan, or the property to be distributed under the Plan, the disclosure statement concerning the Plan, any contract, employee pension or other benefit plan, instrument, release or other agreement of document created, modified, amended, terminated or entered into in connection with either the Plan or any agreement between the Debtors and any Released Person, or any other act taken or omitted to be taken in connection with the Company's bankruptcy. Without limitation of the foregoing, each such Released Person shall be released and exculpated from any and all Claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that any holder of a claim or equity interest is entitled to assert in its own right or on behalf of any other person, based in whole or in part upon any act or omission, transaction, agreement, event or other occurrence relating to the Debtors and taking place prior to the Effective Date.

16.2. Release of Released Persons by Other Released Persons.

On the Effective Date, except as expressly provided under the Plan (a) with respect to (i) Plan Distributions on account of Allowed Claims or Allowed Equity Interests, if any, that any of the Released Persons may have against any of the Debtors' estates, and (ii) any rights or obligations under the Plan Documents, and (b) to the extent provided in Articles 13.1 and 13.2, each of the Released Persons shall release each other from any and all Claims, including without limitation Avoidance Actions, liens, encumbrances, security interests, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that any Released Person is entitled to assert against any other Released Person, based in whole or in part upon any act or omission, transaction, agreement, event or occurrence taking place on or before the Effective Date in any way relating to any Debtor, the Chapter 11 Cases, the formulation, preparation, negotiation, dissemination, implementation, administration, confirmation or consummation of any of the Plan, or the property to be distributed under the Plan, the disclosure statement concerning the Plan, any contract, employee pension or other benefit plan, instrument, release or other agreement of document created, modified, amended, terminated or entered into in connection with either the Plan or any agreement between the Debtors and any Released Person, or any other act taken or omitted to be taken in connection with the Company's bankruptcy. Notwithstanding any of the foregoing, this Plan shall not release any obligations of the Debtors to indemnify and hold harmless their current and former directors, officers and employees, except for claims or causes of actions against any current and former directors, officers and employees resulting from the willful misconduct or gross negligence of such indemnified party, whether arising under the Debtors' constituent documents, contract, law or equity. In addition, the Debtors shall not indemnify or hold harmless any current and former directors, officers and employees for any claim for payment of attorneys' fees arising out of or relating to the Chapter 11 Cases or any investigation related thereto.

16.3. Third Party Agreements; Subordination.

The Plan Distributions to the various classes of Claims and Equity Interests hereunder shall not affect the right of any Person to levy, garnish, attach, or employ any other legal process with respect to such Plan Distributions by reason of any claimed subordination rights or otherwise. All of such rights and any agreements relating thereto shall remain in full force and effect, except as compromised and settled pursuant to the Plan. Plan Distributions shall be subject to and modified by any Final Order directing distributions other than as provided in the Plan. The right of the Debtors to seek subordination of any Claim or Equity Interest pursuant to section 510 of the Bankruptcy Code is fully reserved; and the treatment afforded any Claim or Equity Interest that becomes a Subordinated Claim or subordinated Equity Interest at any time shall be modified to reflect such subordination. Unless the Confirmation Order provides otherwise, no Plan Distributions shall be made on account of a Subordinated Claim or subordinated Equity Interest. Notwithstanding the foregoing, the subordination rights of the holders of H-II Lender Claims under the H-II Lender Subordination Agreement shall be deemed fully satisfied by the distributions made pursuant to Article 5.3 hereof.

16.4. 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 Confirmation Hearing, shall be paid by the Debtors on or before the Effective Date.

16.5. Satisfaction of Claims.

The rights afforded in the Plan and the treatment of all Claims and Equity Interests herein shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any accrued postpetition interest, against the Debtors and the Debtors-in-Possession, or any of their Estates, Assets, properties, or interests in property. Except as otherwise provided herein, on the Effective Date, all Claims against and Equity Interests in the Debtors and the Debtors-in-Possession shall be satisfied, discharged, and released in full. The Reorganized Debtors shall not be responsible for any pre-Effective Date obligations of the Debtors or the Debtors-in-Possession, except those expressly assumed by any Reorganized Debtor(s), as applicable. Except as otherwise provided herein, all Persons and Entities shall be precluded and forever barred from asserting against the Reorganized Debtors, their respective successors or assigns, or their Estates, Assets, properties, or interests in property any event, occurrence, condition, thing, or other or further Claims or Causes of Action based upon any act, omission, transaction, or other activity of any kind or nature that occurred or came into existence prior to the Effective Date, whether or not the facts of or legal bases therefore were known or existed prior to the Effective Date.

16.6. Exculpation.

The Debtors and any Released Persons shall not be liable for any Cause of Action arising in connection with or out of the administration of the Chapter 11 Cases, pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for gross negligence or willful misconduct as determined by Final Order of the Bankruptcy Court. The Confirmation Order shall enjoin all holders of Claims and Equity Interests from asserting or prosecuting any Claim or cause of action against any Released Person as to which such Released Person has been exculpated from liability pursuant to the preceding sentence.

16.7. Discharge of Liabilities.

Except as otherwise provided in the Plan, upon the occurrence of the Effective Date, the Debtors shall be discharged from all Claims and Causes of Action to the fullest extent permitted by section 1141 of the Bankruptcy Code, and all holders of Claims and Equity Interests shall be precluded from asserting against the Reorganized Debtors, the Debtors, the Estates, the Assets, or any property dealt with under the Plan, any further or other Cause of Action based upon any act or omission, transaction, event, thing, or other activity of any kind or nature that occurred or came into existence prior to the Effective Date.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, THE REORGANIZED DEBTORS SHALL NOT HAVE, AND SHALL NOT BE CONSTRUED TO HAVE OR MAINTAIN ANY LIABILITY, CLAIM, OR OBLIGATION, THAT IS

BASED IN WHOLE OR IN PART ON ANY ACT, OMISSION, TRANSACTION, EVENT, OTHER OCCURRENCE OR THING OCCURRING OR IN EXISTENCE ON OR PRIOR TO THE EFFECTIVE DATE OF THE PLAN (INCLUDING, WITHOUT LIMITATION, ANY LIABILITY OR CLAIMS ARISING UNDER APPLICABLE NON-BANKRUPTCY LAW AS A SUCCESSOR TO THE DEBTORS) AND NO SUCH LIABILITIES, CLAIMS, OR OBLIGATIONS FOR ANY ACTS SHALL ATTACH TO THE REORGANIZED DEBTORS.

16.8. Discharge of Debtors.

Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date, without further notice or order, all Claims of any nature whatsoever shall be automatically discharged forever. Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date, the Debtors, their Estates, and all successors thereto shall be deemed fully discharged and released from any and all Claims, including, but not limited to, demands and liabilities that arose before the Effective Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code; (b) a Claim based upon such debt is allowed under section 502 of the Bankruptcy Code; or (c) the holder of a Claim based upon such debt has accepted the Plan. The Confirmation Order shall be a judicial determination of discharge of all liabilities of the Debtors, their Estates, and all successors thereto. As provided in section 524 of the Bankruptcy Code, such discharge shall void any judgment against the Debtors, their Estates, or any successor thereto at any time obtained to the extent it relates to a Claim discharged, and operates as an injunction against the prosecution of any action against the Reorganized Debtors or property of the Debtors or their Estates to the extent it relates to a discharged Claim.

16.9. Notices.

Any notices, requests, and demands required or permitted to be provided under the Plan, in order 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:

Heartland Automotive Holdings, Inc.
Attention: Robert J. Kmiecik, Esq.
11308 Davenport Street
Omaha, NE 68154
Telephone: (402) 333-0990
Facsimile: (402) 933-9472

and

White & Case LLP
Attention: Gerard Uzzi, Esq.
Attention: Lisa Thompson, Esq.
1155 Avenue of the Americas
New York, NY 10036
Telephone: (212) 819-8200
Facsimile: (212) 354-8113

and

Cadwalader, Wickersham & Taft LLP
Attention: Andrew M. Troop, Esq.
Attention: Ingrid Bagby, Esq.
Attention: Burke A. Dunphy, Esq.
One World Financial Center
New York, NY 10281
Telephone: (212) 504-6000
Facsimile: (212) 504-6666

16.10. Headings.

The headings used in the Plan are inserted for convenience only, and neither constitute a portion of the Plan nor in any manner affect the construction of the provisions of the Plan.

16.11. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules), the laws of the State of New York, without giving effect to the conflicts of laws principles thereof, shall govern the construction of the Plan and any agreements, documents, and instruments executed in connection with the Plan, except as otherwise expressly provided in such instruments, agreements or documents.

16.12. Expedited Determination.

The Disbursing Agent is hereby authorized to file a request for expedited determination under section 505(b) of the Bankruptcy Code for all tax returns filed with respect to the Debtors.

16.13. Exemption from Transfer Taxes.

Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of notes or equity securities under the Plan, the creation of any mortgage, deed of trust, lien, pledge or other security interest, the making or assignment of any lease or sublease, or the

making or delivery of any deed or other instrument of transfer under the Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

16.14. Retiree Benefits.

Pursuant to section 1129(a)(13), on and after the Effective Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

16.15. Notice of Entry of Confirmation Order and Relevant Dates.

Promptly upon entry of the Confirmation Order, the Debtors shall publish as directed by the Bankruptcy Court and serve on all known parties in interest and holders of Claims and Equity Interests, notice of the entry of the Confirmation Order and all relevant deadlines and dates under the Plan.

16.16. Interest and Attorneys' Fees.

(a) Interest accrued after the Petition Date will accrue and be paid on Claims only to the extent specifically provided for in this Plan, the Confirmation Order or as otherwise required by the Bankruptcy Court or by applicable law.

(b) Except as set forth in the Plan or as ordered by the Bankruptcy Court, no award or reimbursement of attorneys' fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim.

16.17. Modification of the Plan.

As provided in section 1127 of the Bankruptcy Code, modification of the Plan may be proposed in writing by the Committee and the Debtors at any time before confirmation, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Committee and the Debtors shall have complied with section 1125 of the Bankruptcy Code. The Committee and the Debtors may modify the Plan at any time after confirmation and before substantial consummation, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court, after notice and a hearing, confirms the Plan as modified, under section 1129 of the Bankruptcy Code, and the circumstances warrant such modifications. A holder of a Claim that has accepted the Plan shall be deemed to have accepted such Plan as modified if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim or Equity Interest of such holder.

16.18. Revocation of Plan.

(a) The Committee and the Debtors reserve the right to, after consultation with JLI and SOPUS, revoke and withdraw the Plan or to adjourn the Confirmation Hearing with respect to any one or more of the Debtors prior to the occurrence of the Effective Date. If the Committee and the Debtors revoke or withdraw the Plan with respect to any one or more of the Debtors, or if the Effective Date does not occur as to any Debtor, then, as to such Debtor, the

Plan and all settlements and compromises set forth in the Plan and not otherwise approved by a separate Final Order shall be deemed null and void and nothing contained herein and no acts taken in preparation for consummation of the Plan shall be deemed to constitute a waiver or release of any Claims against or Equity Interests in such Debtor or to prejudice in any manner the rights of any of the Debtors or any other Person in any other further proceedings involving such Debtor.

(b) In the event that the Committee and the Debtors choose to adjourn the Confirmation Hearing with respect to any one or more of the Debtors, the Committee and the Debtors reserve the right to proceed with confirmation of the Plan with respect to those Debtors in relation to which the Confirmation Hearing has not been adjourned. With respect to those Debtors with respect to which the Confirmation Hearing has been adjourned, the Committee and the Debtors reserve the right to amend, modify, revoke or withdraw the Plan and/or submit any new plan of reorganization at such times and in such manner as they consider appropriate, subject to the provisions of the Bankruptcy Code.

16.19. Setoff Rights.

In the event that any Debtor has a Claim of any nature whatsoever against the holder of a Claim against such Debtor, then such Debtor may, but is not required to, set off against the Claim (and any payments or other Plan Distributions to be made in respect of such Claim hereunder) such Debtor's Claim against such holder, subject to section 553 of the Bankruptcy Code. Neither the failure to set off nor the allowance of any Claim under the Plan shall constitute a waiver or release of any Claims that any Debtor may have against the holder of any Claim.

16.20. Compliance with Tax Requirements.

In connection with the Plan, the Debtors and the Disbursing Agent, as applicable, shall comply with all withholding and reporting requirements imposed by federal, state, local, and foreign taxing authorities and all Plan Distributions hereunder shall be subject to such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim or Equity Interest that is to receive a Plan Distribution shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any government unit, including income, withholding and other tax obligations, on account of such Plan Distribution. The Disbursing Agent has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to the Disbursing Agent for payment of any such tax obligations.

16.21. Rates.

The Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Effective Date.

16.22. Injunctions.

On the Effective Date and except as otherwise provided herein, all Persons who have been, are, or may be holders of Claims against or Equity Interests in the Debtors

shall be permanently enjoined from taking any of the following actions against or affecting the Debtors, the Reorganized Debtors, the Estates, the Assets, the Disbursing Agent, or any of the Released Persons, or their respective assets and property, with respect to such Claims or Equity Interests (other than actions brought to enforce any rights or obligations under the Plan):

- (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, all suits, actions, and proceedings that are pending as of the Effective Date, which must be withdrawn or dismissed with prejudice);
- (ii) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order;
- (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance; and
- (iv) asserting any setoff, right of subrogation or recoupment of any kind; provided, that any defenses, offsets or counterclaims which the Debtors may have or assert in respect of the above referenced Claims are fully preserved in accordance with Article 16.19.

16.23. Binding Effect.

The Plan shall be binding upon the Reorganized Debtors, the holders of all Claims and Equity Interests, parties in interest, Persons and Entities and their respective successors and assigns. To the extent any provision of the Disclosure Statement or any other solicitation document may be inconsistent with the terms of the Plan, the terms of the Plan shall be binding and conclusive.

16.24. Severability.

IN THE EVENT THE BANKRUPTCY COURT DETERMINES THAT ANY PROVISION OF THE PLAN IS UNENFORCEABLE EITHER ON ITS FACE OR AS APPLIED TO ANY CLAIM OR EQUITY INTEREST OR TRANSACTION, THE DEBTORS AND THE COMMITTEE MAY MODIFY THE PLAN IN ACCORDANCE WITH ARTICLE 16.17 SO THAT SUCH PROVISION SHALL NOT BE APPLICABLE TO THE HOLDER OF ANY SUCH CLAIM OR EQUITY INTEREST OR TRANSACTION SUCH A DETERMINATION OF UNENFORCEABILITY SHALL NOT (A) LIMIT OR AFFECT THE ENFORCEABILITY AND OPERATIVE EFFECT OF ANY OTHER PROVISION OF THE PLAN OR (B) REQUIRE THE RESOLICITATION OF ANY ACCEPTANCE OR REJECTION OF THE PLAN.

16.25. No Admissions.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER CAUSES OF ACTION OR THREATENED CAUSES OF ACTIONS, THIS

PLAN SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION, OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THIS PLAN SHALL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING NOR SHALL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX, SECURITIES, AND OTHER LEGAL EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST, AND EQUITY INTERESTS IN, THE DEBTORS OR THEIR AFFILIATES, AS DEBTORS AND DEBTORS-IN-POSSESSION IN THESE CHAPTER 11 CASES.

16.26. Dissolution of the Committee.

Effective on the Effective Date, the Committee shall dissolve automatically, whereupon its members, professionals, and agents shall be released from any further duties and responsibilities in the Chapter 11 Cases and under the Bankruptcy Code, except with respect to (i) applications for Fee Claims or reimbursement of expenses incurred as a member of the Committee, and (ii) any motions or other actions seeking enforcement or implementation of the provisions of this Plan or the Confirmation Order or pending appeals of orders entered in the Chapter 11 Cases.

Dated: November 21, 2008

Respectfully submitted,

**The Official Committee of Unsecured Creditors
of Heartland Automotive Holdings, Inc., et al.**

By: _____

Name: Salvatore Gentile

Title: Committee Co-chair

By: _____

Name:

Title:

Heartland Automotive Holdings, Inc.

By: _____

Name: Eric F. Glover

Title: President and Chief Executive Officer

HAS Holdings, Inc.,

By: _____

Name: Eric F. Glover

Title: President and Chief Executive Officer

Heartland Automotive Services, Inc.

By: _____

Name: Eric F. Glover

Title: President and Chief Executive Officer

Heartland Automotive Services of Austin, Inc.

By: _____

Name: Eric F. Glover

Title: President and Chief Executive Officer

Heartland Automotive Services II, Inc.

By: _____
Name: Eric F. Glover
Title: President and Chief Executive Officer

Oil Express, Inc.

By: _____
Name: Eric F. Glover
Title: President and Chief Executive Officer

Lube Pit, Inc.

By: _____
Name: Eric F. Glover
Title: President & Chief Executive Officer

Lube Acquisition, Inc.

By: _____
Name: Eric F. Glover
Title: President & Chief Executive Officer

A. Fanticola Companies, Inc.

By: _____
Name: Eric F. Glover
Title: President & Chief Executive Officer

A.F.C. Northwest, Inc.

By: _____
Name: Eric F. Glover
Title: President & Chief Executive Officer

EXHIBIT A

DEBTORS

**HEARTLAND AUTOMOTIVE HOLDINGS, INC.
HAS HOLDINGS, INC.
HEARTLAND AUTOMOTIVE SERVICES, INC.
HEARTLAND AUTOMOTIVE SERVICES II, INC.
A. FANTICOLA COMPANIES, INC.
A.F.C. NORTHWEST, INC.
LUBE ACQUISITION, INC.
OIL EXPRESS, INC.
LUBE PIT, INC.
HEARTLAND AUTOMOTIVE SERVICES OF AUSTIN, INC.**