

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

_____)	
In re:)	Chapter 11
_____)	
JHT HOLDINGS, INC., et al.,)	Case No. 08-11267 (BLS)
_____)	
Debtors.)	(Jointly Administered)
_____)	

**SECOND AMENDED JOINT
PLAN OF REORGANIZATION
(AS MODIFIED ON OCTOBER 6, 2008)**

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TABLE OF EXHIBITS¹

<u>Exhibit</u>	<u>Name</u>
A	Certificate of Incorporation of Reorganized Holdings
B	Bylaws of Reorganized Holdings
C	Registration Rights Agreement
D	Stockholders Agreement
E	Rejected Executory Contracts and Unexpired Leases
F	Proposed Directors and Officers of Reorganized Debtors
G	Exit First-Lien Revolving Loan Agreement
H	Exit Second-Lien Term Loan Agreement
I	Exit Intercreditor Agreement

¹ These Exhibits were included as part of the Plan Supplement filed with the Bankruptcy Court (as hereinafter defined) on September 4, 2008 (Docket No. 315), as further amended, modified or supplemented from time to time, and are available for inspection and copying at no charge on the website (<http://cases.administarllc.com/JHTHolding>).

INTRODUCTION

JHT Holdings Inc., a Delaware corporation, and the other debtors and debtors in possession in the above-captioned chapter 11 cases (as hereinafter defined, each a “Debtor” and collectively, the “Debtors”) hereby propose the following second amended joint plan of reorganization (as hereinafter defined, the “Plan”) for the resolution of outstanding creditor claims against and equity interests in the Debtors. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code (as hereinafter defined). Reference is made to the Disclosure Statement (as hereinafter defined) for a discussion of the Debtors’ history, businesses, properties, results of operations and projections of future operations, as well as a summary and description of the Plan and certain related matters. No materials other than the Disclosure Statement and any exhibits and schedules attached thereto or referenced therein have been authorized by the Debtors for use in soliciting acceptances or rejections of the Plan.

ALL HOLDERS OF CLAIMS OR INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THIS PLAN ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT CAREFULLY AND IN THEIR ENTIRETY BEFORE VOTING.

ARTICLE I.

DEFINED TERMS, RULES OF INTERPRETATION, AND COMPUTATION OF TIME

Section 1.01 Scope Of Defined Terms; Rules Of Construction

For purposes of this Plan, except as expressly provided or unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings ascribed to them in Article I of this Plan. Any term used but not defined herein that is defined in the Bankruptcy Code or the Bankruptcy Rules, as the case may be, shall have the meaning ascribed in the Bankruptcy Code or the Bankruptcy Rules. Whenever the context requires, such terms shall include the plural as well as the singular. The masculine gender shall include the feminine, and the feminine gender shall include the masculine.

Section 1.02 Defined Terms

- (1) “Acquisition” means JHT Acquisition Corp., a Delaware corporation.
- (2) “Administrative Claim” means a Claim for payment of an administrative expense of a kind specified in section 503(b) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(1) of the Bankruptcy Code and incurred prior to the Effective Date, including, but not limited to (a) Professional Fee Claims and (b) all fees and charges assessed against the Estates under chapter 123 of title 28, United States Code.
- (3) “Affiliate” has the meaning set forth in section 101(2) of the Bankruptcy Code.
- (4) “Agent” means General Electric Capital Corporation, in its capacity as agent under the Prepetition Credit Agreement.
- (5) “Allowed” means with reference to any Claim or Interest: (a) any Claim or Interest or any portion thereof as to which no objection to allowance or request for estimation has been interposed on or before the Effective Date or the expiration of such other applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court or is listed on the Schedules as liquidated, non-contingent and undisputed, (b) as to which any objection to its allowance has been

settled, waived through payment, withdrawn, or denied by a Final Order, (c) as to which liability of the Debtors and the amount thereof are determined by a Final Order, (d) as to which the liability of the Debtors and the amount thereof are determined by final order of a court of competent jurisdiction other than the Bankruptcy Court, or (e) that is expressly deemed allowed in a liquidated amount in the Plan; *provided, however*, that with respect to an Administrative Claim, “Allowed Claim” means an Administrative Claim as to which a timely request for payment has been made in accordance with Section 12.01 of this Plan (if such written request is required) or other Administrative Claim, in each case as to which the Debtors (1) have not interposed a timely objection or (2) have interposed a timely objection and such objection has been settled, waived through payment, withdrawn, or denied by a Final Order.

(6) “Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as in effect on the Petition Date or heretofore or hereafter amended if such amendments are made applicable to the Chapter 11 Cases.

(7) “Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware or such other court as may have jurisdiction over the Chapter 11 Cases.

(8) “Bankruptcy Rules” means, collectively, the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended, the Federal Rules of Civil Procedure, as amended, as applicable to the Chapter 11 Cases or proceedings therein, and the Local Rules of the Bankruptcy Court, as applicable to the Chapter 11 Cases or proceedings therein, as the case may be.

(9) “Bar Date(s)” means the date(s), if any, designated by the Bankruptcy Court as the last dates for filing proofs of Claim or Interest against the Debtors.

(10) “Benefit Plans” means all benefit plans, policies and programs sponsored by the Debtors, including, without limitations, all savings plans and health and welfare plans.

(11) “Business Day” means any day, excluding Saturdays, Sundays or “legal holidays” (as defined in Bankruptcy Rule 9006(a)), on which commercial banks are open for business in New York, New York.

(12) “Cash” means legal currency of the United States of America or equivalents thereof, including bank deposits and checks.

(13) “Chapter 11 Cases” means (a) when used in reference to a particular Debtor, the chapter 11 case pending for that Debtor, and (b) when used in reference to all of the Debtors, the above-captioned procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

(14) “Claim” means a claim against the Debtors, whether or not asserted or Allowed, as defined in section 101(5) of the Bankruptcy Code.

(15) “Class” means a category of Holders of Claims or Interests as set forth in Article III below pursuant to section 1122(a) of the Bankruptcy Code.

(16) “Collateral” means any property or interest in property of the Debtors’ Estates subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law.

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

(18) “Confirmation” means entry by the Bankruptcy Court of the Confirmation Order on the docket of the Chapter 11 Cases.

(19) “Confirmation Date” means the date on which the Confirmation Order is entered on the docket in the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

(20) “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

(21) “Confirmation Order” means the order entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

(22) “Consummation” means the occurrence of the Effective Date.

(23) “Corporate Documents” means the certificate of incorporation and bylaws (or any other applicable organizational documents) of the Debtors in effect as of the Petition Date.

(24) “Creditor” means any Person who holds a Claim against any Debtor.

(25) “Debtors” means collectively the following debtors and debtors in possession: (a) JHT Holdings, Inc., a Delaware corporation, (b) JHT Acquisition Corp., a Delaware corporation, (c) Automotive Carrier Services Co. LLC, a Kentucky limited liability company; (d) Auto Truck Transport Corp., a Georgia corporation; (e) Active Truck Transport LLC f/k/a JHT Transport LLC, a Kentucky limited liability company; (f) Active Acquisition Corp., a Kentucky corporation; (g) Active USA, Inc., an Indiana corporation; (h) Unimark LLC f/k/a Unimark Carhaul LLC, a Wisconsin limited liability company; (i) Unimark Truck Transport, Inc., a Wisconsin corporation; (j) Unimark Lowboy Transportation, Inc., a Wisconsin corporation; (k) Unimark Carhaul, Inc. f/k/a Unimark Services, Inc., a Texas corporation; (l) ATC Leasing Company LLC, a Kentucky limited liability company; (m) Equipment Transfer LLC, a Wisconsin limited liability company; (n) HJT Acquisition Corp., a Kentucky corporation; (o) BO Properties, Inc., a Wisconsin corporation; (p) Safety Carrier, Inc., a Texas corporation; and (q) Johnson-Houston Travel LLC, a Kentucky limited liability company.

(26) “DIP Agent” means General Electric Capital Corporation, as agent under the DIP Credit Agreement, or any successor agent appointed pursuant thereto.

(27) “DIP Credit Agreement” means that certain senior secured super-priority debtor in possession credit agreement dated as of June 30, 2008, by and among Holdings, as borrower, the other Debtors as guarantors, the DIP Agent, and the financial institutions from time to time party thereto, as the same may have been subsequently amended, modified, or supplemented from time to time.

(28) “DIP Credit Agreement Maturity Date” means the “Maturity Date” as such term is defined in the DIP Credit Agreement.

(29) “DIP Facility” means that certain senior secured debtor-in-possession credit facility entered into pursuant to the DIP Credit Agreement.

(30) “DIP Facility Claim” means any Claim arising under the DIP Credit Documents.

(31) “DIP Lenders” means the financial institutions from time to time party to the DIP Credit Agreement.

(32) “DIP Credit Documents” means, collectively (a) the DIP Credit Agreement, (b) each security agreement, guaranty, pledge agreement, mortgage, and any other document entered into pursuant to or in connection with the DIP Credit Agreement, and (c) each other agreement that creates or purports to create or perfect a Lien in favor of the DIP Lenders.

(33) “Disbursing Agent” means the Reorganized Debtors or any party designated by the Reorganized Debtors, in their sole discretion, to serve as a disbursing agent under the Plan.

(34) “Disclosure Statement” means the Disclosure Statement for the Second Amended Joint Plan of Reorganization dated as of August 29, 2008, as the same may be amended, modified or supplemented from time to time, including all exhibits and schedules thereto, that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law.

(35) “Disputed” means, in reference to a Claim or Interest, any Claim or Interest not otherwise Allowed or paid pursuant to the Plan or an order of the Bankruptcy Court (a) which has been or hereafter is listed on the Schedules as unliquidated, contingent, or disputed, and which has not been resolved by written agreement of the parties or an order of the Bankruptcy Court, (b) proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of Claim or Interest was not timely or properly filed, (c) proof of which was timely and properly filed and which has been or hereafter is listed on the Schedules as unliquidated, disputed or contingent, (d) that is disputed in accordance with the provisions of this Plan, or (e) as to which the Debtors have interposed a timely objection or request for estimation in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any orders of the Bankruptcy Court, or is otherwise disputed by the Debtors in accordance with applicable law, which objection, request for estimation, or dispute has not been withdrawn or determined by a Final Order; *provided, however*, that for purposes of determining whether a particular Claim or Interest is a Disputed Claim or Disputed Interest prior to the expiration of any period of limitation fixed for the interposition by the Debtors of objections to the allowance of Claims or Interests, any Claim or Interest that is not an Allowed Claim or Allowed Interest shall be deemed Disputed.

(36) “Dissolved Debtors” has the meaning set forth in Section 4.03(d) of the Plan.

(37) “Distribution Date” means the date, occurring as soon as practicable after the Effective Date, upon which distributions are made pursuant to the terms of the Plan to Holders of Allowed Administrative Claims, Allowed Priority Tax Claims, and Allowed Claims in Classes 1 through 5.

(38) “Distribution Record Date” means the record date for purposes of making distributions under the Plan, which shall be the fifth (5th) Business Day following the Effective Date.

(39) “Distribution Reserve” means the reserve, if any, established and maintained by the Reorganized Debtors, into which they shall deposit the amount of Cash or other property that would have been distributed by the Reorganized Debtors on the Distribution Date to Holders of (a) Disputed Claims, (b) contingent liquidated Claims, if such Claims had been undisputed or noncontingent Claims on the Distribution Date, pending (i) the allowance of such Claims, (ii) the estimation of such Claims for purposes of allowance, or (iii) the realization of the contingencies, and (c) unliquidated Claims, if such Claims had been liquidated on the Distribution Date, such amount to be estimated by the Bankruptcy Court or agreed upon by the Debtors or Reorganized Debtors, as the case may be, and the Holders thereof as sufficient to satisfy such unliquidated Claim upon such Claim’s (x) allowance, (y) estimation for purposes of allowance, or (z) liquidation, pending the occurrence of such estimation or liquidation.

(40) “Distribution Shares” means the shares of New Stock to be issued on the Effective Date or reserved for issuance as of the Effective Date, *excluding* the shares of New Stock reserved for the

Management Incentive Plan (if any). The Distribution Shares shall be subject to dilution only by the issuance of such New Stock, options, or other equity awards pursuant to the Management Incentive Plan (if any).

(41) “Effective Date” means the Business Day on which all conditions to Consummation of the Plan set forth in Section 8.02 of the Plan have been satisfied or waived as permitted hereunder.

(42) “Equity Interests” means Equity Securities of any Debtor, including the Old Preferred Stock and Old Common Stock, Stock Options and Warrants, together with any options, warrants, or rights, contractual or otherwise, to acquire or receive any such stock or ownership interests, including, but not limited to, the Stock Options, the Warrants, and any contracts or agreements pursuant to which the non-debtor party was or could have been entitled to receive shares of stock or other ownership interests in a Debtor, *provided, however*, that the Equity Interests do not include any Intercompany Interests.

(43) “Equity Security” means any equity security as defined in section 101(16) of the Bankruptcy Code of a Debtor.

(44) “ESOP” means the JHT Holdings, Inc. Employee Stock Ownership Plan effective December 31, 1999, as amended, modified or supplemented from time to time.

(45) “ESOP Put Claim” means any Claim arising in connection with or related to a request by or on behalf of the ESOP, the ESOP Trust, present or former participants in the ESOP, or the successors or assigns of any of the foregoing, seeking to require the Debtors to repurchase any ESOP Redeemable Shares.

(46) “ESOP Redeemable Shares” means the shares of redeemable preferred stock of Holdings with a par value of \$0.01 per share issued to or for the benefit of the ESOP, the ESOP Trust, present or former participants in the ESOP, or the successors or assigns of any of the foregoing.

(47) “ESOP Trust” means the JHT Holdings, Inc. ESOP Trust.

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

(49) “Exchange Act” means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78o *et seq.*, as now in effect or hereafter amended.

(50) “Exit Agents” means the Exit Revolving Agent and Exit Second-Lien Agent.

(51) “Exit Credit Agreements” means the Exit Revolving Credit Agreement and Exit Second-Lien Credit Agreement.

(52) “Exit Credit Facilities” means the Exit Revolving Facility and Exit Second-Lien Facility.

(53) “Exit Lenders” means the Exit Revolving Lenders and Exit Second-Lien Lenders.

(54) “Exit Revolving Agent” means Nexbank SSB, in its capacity as agent under the Exit Revolving Credit Agreement, or any successor agent appointed pursuant thereto.

(55) “Exit Revolving Credit Agreement” means the senior secured revolving credit agreement to be dated as of the Effective Date evidencing the Exit Revolving Facility by and among Reorganized Holdings, as borrower, the other Reorganized Debtors, as guarantors, the Exit Revolving Agent and the

Exit Revolving Lenders, as such agreement may be subsequently amended, modified or supplemented from time to time, together with all instruments and agreements related thereto.

(56) “Exit Revolving Facility” means the senior secured first-lien revolving credit facility with a maximum commitment of not less than \$35,000,000, entered as of the Effective Date by Reorganized Holdings, as borrower, the other Reorganized Debtors, as guarantors, the Exit Revolving Agent and the Exit Revolving Lenders, on substantially the terms and conditions set forth in the Plan Supplement.

(57) “Exit Revolving Lenders” means the financial institutions from time to time party to the Exit Revolving Facility.

(58) “Exit Second-Lien Agent” means Nexbank SSB, in its capacity as agent under the Exit Second-Lien Credit Agreement, or any successor agent appointed pursuant thereto.

(59) “Exit Second Lien Credit Agreement” means the senior secured second-lien credit agreement to be dated as of the Effective Date evidencing the Exit Second Lien Loan by and among Reorganized Holdings, as borrower, the other Reorganized Debtors, as guarantor, the Exit Second-Lien Agent and the Exit Second-Lien Lenders, as such agreement may be subsequently modified, amended, or supplemented from time to time, together with all instruments and agreements related thereto.

(60) “Exit Second-Lien Lenders” means the financial institutions from time to time party to the Exit Second-Lien Loan.

(61) “Exit Second-Lien Loan” means the senior secured second-lien term loan in a principal amount of not less than \$60,000,000, to be entered into as of the Effective Date by Reorganized Holdings, as borrower, the other Reorganized Debtors, as guarantors, the Exit Second-Lien Agent and the Exit Second-Lien Lenders, on substantially the terms and conditions set forth in the Plan Supplement.

(62) “Face Amount” means (a) when used in reference to a Disputed Claim, the full stated amount claimed by the Holder of such Claim in any proof of Claim timely filed with the Bankruptcy Court or otherwise deemed timely filed by any Final Order of the Bankruptcy Court or other applicable bankruptcy law, and (b) when used in reference to an Allowed Claim, the allowed amount of such Claim.

(63) “Federal Judgment Rate” means the federal judgment rate in effect as of the Petition Date.

(64) “Final DIP Order” means the final order authorizing the Debtors to use cash collateral and obtain debtor in possession financing entered in the Chapter 11 Cases on July 25, 2008 (Docket No. 190).

(65) “Final Order” means, as applicable, an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket of such court, the operation or effect of which has not been stayed, reversed, or amended and as to which order or judgment (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending.

(66) “General Unsecured Claim” means any Unsecured Claim against any of the Debtors that is not (a) included in Classes 1 through 4, inclusive, (b) an Administrative Claim, (c) a Priority Tax Claim, (d) an Intercompany Claim or (e) an unsecured deficiency claim asserted pursuant to section 506(a)(1) of the Bankruptcy Code by a Holder of a Class 2-Prepetition Facilities Claim.

(67) “Holder” means the beneficial holder of any Claim or Interest.

- (68) “Holdings” means JHT Holdings, Inc., a Delaware corporation.
- (69) “IFTA Priority Tax Claim” means any Allowed Priority Tax Claim held by or on behalf of a member jurisdiction under the International Fuel Tax Agreement as applicable to the Debtors.
- (70) “Impaired” means, when used with reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.
- (71) “Intercompany Claim” means any Claim held by a Debtor against another Debtor or any Claim held by an Affiliate against a Debtor, *excluding* any Claim held by the ESOP or ESOP Trust.
- (72) “Intercompany Interest” means any Equity Interest in a Debtor held by another Debtor or any Equity Interest in a Debtor held by an Affiliate of a Debtor, *excluding* the ESOP Redeemable Shares and any other Equity Interests issued to or for the benefit of the ESOP or ESOP Trust.
- (73) “Interests” means, collectively, Equity Interests and Intercompany Interests.
- (74) “Lien” means a charge against or interest in property to secure payment of a debt or performance of an obligation.
- (75) “Litigation Claims” means all claims, rights of action, suits, or proceedings, whether in law or in equity, whether known or unknown, that the Debtors or the Estates may hold against any Person, which are to be retained by the Reorganized Debtors pursuant to Section 4.06 of the Plan.
- (76) “Management Incentive Plan” means the management incentive plan, if any, entered on or after the Effective Date to provide equity incentives to the Reorganized Debtors’ management.
- (77) “New Common Stock” means the shares of common stock of Reorganized Holdings issued pursuant to, and with the rights and obligations set forth in, the Plan Supplement. The New Common Stock shall include the rights and obligations described in Section 4.03(b) of the Plan.
- (78) “New Limited Voting Common Stock” means the shares of limited voting common stock of Reorganized Holdings issued pursuant to, and with the rights and obligations set forth in the Plan Supplement, which shares may be issued to a Holder of an Allowed Class 2 Claim, at the election of such Holder, in lieu of New Common Stock, as set forth in Section 3.04(a) of the Plan. The New Limited Voting Common Stock shall include the rights and obligations described in Section 4.03(b) of the Plan.
- (79) “New Stock” means the New Common Stock or New Limited Voting Common Stock, as applicable, which shall include the rights and obligations described in Section 4.03(b) of the Plan.
- (80) “Non-Operating Debtors” means the following debtors and debtors in possession: Safety Carrier, Inc. and Johnson-Houston Travel LLC.
- (81) “Old Common Stock” means the following shares of common stock of Acquisition issued and outstanding as of the Petition Date, if any: (a) Class A Common Stock with a par value of \$0.0001 per share and (b) Class B Common Stock with a par value of \$0.0001 per share.
- (82) “Old Preferred Stock” means the following shares of preferred stock of Acquisition issued and outstanding as of the Petition Date, if any: (a) Series A Redeemable Preferred Stock with a par value of \$0.0001 per share, (b) Series B Redeemable Preferred Stock with a par value of \$0.0001 per

share, (c) Series C Redeemable Preferred Stock with a par value of \$0.0001 per share, and (d) Series A Convertible Preferred Stock with a par value of \$0.0001 per share.

(83) “Other Priority Claims” means a Claim entitled to priority under sections 507(a)(2), (3), (4), (5), (6), (7) and/or (9) of the Bankruptcy Code.

(84) “Other Secured Claim” means any Secured Claim against Debtors other than the DIP Facility Claims, Prepetition Advance Claims and Prepetition Facilities Claims.

(85) “Person” means an individual, partnership, limited liability company, trust, incorporated or unincorporated association, joint venture, joint stock company, government (or an agreed or political subdivision thereof) or other entity of any kind.

(86) “Petition Date” means the date or dates on which each of the Debtors file their respective voluntary petitions for relief under chapter 11 of the Bankruptcy Code. For those Debtors with Chapter 11 Cases pending as of the date of this Disclosure Statement, the Petition Date is June 24, 2008.

(87) “Plan” means this joint plan of reorganization and all exhibits and schedules annexed hereto or referenced herein, all as amended, modified or supplemented from time to time.

(88) “Plan Supplement” means the compilation of documents and forms of documents, schedules and exhibits to the Plan filed with the Bankruptcy Court on September 4, 2008 (Docket No. 315), as further amended, modified or supplemented from time to time, including, but not limited to, (a) the Exit Credit Agreements, (b) the Stockholders Agreement, (c) the Registration Rights Agreement, (d) the Restated Corporate Documents of Reorganized Holdings, (e) the schedule of executory contracts and unexpired leases being rejected pursuant to Section 6.01 of the Plan, and (f) the schedule identifying the proposed directors and officers of the Reorganized Debtors (and, to the extent any such Person is an “insider” of the Debtors, the nature of any compensation to such Person).

(89) “Plan Voting Deadline” means the deadline established by the Bankruptcy Court for voting on the Plan.

(90) “Prepetition Advance Claim” means a Claim held by a Prepetition Lender that is not a DIP Lender in an amount equal to (i) all amounts advanced by such Prepetition Lender pursuant to Amendment No. 5 to the Prepetition Credit Agreement, (ii) all amounts advanced by such Prepetition Lender pursuant to Amendment No. 6 to the Prepetition Credit Agreement, and (iii) all obligations owed by the Debtors to such Prepetition Lender under the Prepetition Bridge Loan Agreement, which amounts shall include, but are not limited to, in each case, all principal and accrued interest and fees outstanding as of the Petition Date, *minus* any amounts repaid prior to Consummation.

(91) “Prepetition Agents” means the Agent and Prepetition Bridge Agent.

(92) “Prepetition Bridge Agent” means General Electric Capital Corporation, in its capacity as agent under the Prepetition Bridge Loan Agreement, or any successor agent appointed pursuant thereto.

(93) “Prepetition Bridge Lenders” means the financial institutions from time to time party to the Prepetition Bridge Loan Agreement.

(94) “Prepetition Bridge Loan” means the senior secured loan in the principal amount of \$3 million entered into pursuant to the Prepetition Bridge Loan Agreement.

(95) “Prepetition Bridge Loan Agreement” means the \$3,000,000 senior secured credit agreement dated as of May 19, 2008, by and among Holdings, as borrower, the other Debtors, as guarantors, the Prepetition Bridge Agent and the financial institutions from time to time party thereto, as such agreement may have been subsequently modified, amended or supplemented.

(96) “Prepetition Credit Agreement” means the \$130,000,000 senior secured credit facility credit agreement dated as of December 21, 2006, by and among Holdings, as borrower, Acquisition, as Credit Party (as defined therein), the Agent, and the financial institutions from time to time party thereto, as such agreement may have been subsequently modified, amended, or supplemented.

(97) “Prepetition Credit Documents” means, collectively (a) the Prepetition Credit Agreement, (b) the Prepetition Bridge Loan Agreement, (c) each security agreement, guaranty, pledge agreement, mortgage, and any other document entered into pursuant to or in connection with the Prepetition Credit Agreement or Prepetition Bridge Loan, and (c) each other agreement that creates or purports to create or perfect a Lien in favor of the Prepetition Lenders.

(98) “Prepetition Facilities” means the Prepetition Senior Facility and Prepetition Bridge Loan.

(99) “Prepetition Facilities Claims” means the total obligations outstanding under the Prepetition Credit Documents (including but not limited to principal, interest, fees, any amounts arising from termination of the interest rate swap agreement between Holdings and LaSalle Bank N.A. and the Swap Related Reimbursement Obligation) as of the Petition Date, *excluding* the Prepetition Advance Claims.

(100) “Prepetition Lenders” means the Prepetition Senior Lenders and Prepetition Bridge Lenders.

(101) “Prepetition Senior Facility” means that certain \$130,000,000 senior secured credit facility entered into pursuant to the Prepetition Credit Agreement.

(102) “Prepetition Senior Lenders” means the financial institutions from time to time party to the Prepetition Credit Agreement.

(103) “Priority Tax Claim” means a Claim that is entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code.

(104) “Pro Rata” means the proportion that the Face Amount of a Claim or Interest in a particular Class bears to the aggregate Face Amount of all Claims (including Disputed Claims) or all Interests (including Disputed Interests) in such Class, unless the Plan provides otherwise.

(105) “Professional” means any professional (a) employed in the Chapter 11 Cases pursuant to sections 327, 328 or 1103 of the Bankruptcy Code and to be compensated for services rendered pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code or (b) seeking compensation and reimbursement pursuant to section 503(b)(4) of the Bankruptcy Code.

(106) “Professional Fee Claim” means a Claim of a Professional for compensation or reimbursement of expenses relating to services after the Petition Date through the Effective Date.

(107) “Registration Rights Agreement” means the registration rights agreement to be dated as of the Effective Date by and among Reorganized Holdings and the holders of the Distribution Shares, in substantially the form set forth in the Plan Supplement.

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

(109) “Reorganized Debtors” means those Debtors revested with the property of the Estates on and after the Effective Date, *excluding* the Dissolved Debtors.

(110) “Reorganized Holdings” means Holdings as revested with the property of its Estate on and after the Effective Date.

(111) “Restated Corporate Documents” means the amended and restated certificates of incorporation and bylaws (or any other applicable organizational documents) of the Reorganized Debtors in effect on the Effective Date. The Restated Corporate Documents of Reorganized Holdings shall be in substantially the form filed as part of the Plan Supplement.

(112) “Restructuring” means, collectively, the transactions and transfers described in Section 4.03 of the Plan.

(113) “Schedules” means the schedules of assets and liabilities and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007(b) on July 24, 2008, as such schedules or statements may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court.

(114) “Secured Claim” means a Claim that is secured by a security interest in or lien upon property, or the proceeds of the sale of such property, in which the Debtors have an interest, to the extent of the value, as of the Effective Date or such later date as is established by the Bankruptcy Court, of such interest or lien as determined by a Final Order of the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code or as otherwise agreed upon in writing by the Debtors or Reorganized Debtors and the Holder of such Claim.

(115) “Securities Act” means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as now in effect or hereafter amended.

(116) “Setoff Claim” means a Claim of a Holder that has a valid right of setoff with respect to such Claim, which right is enforceable under section 553 of the Bankruptcy Code as determined by a Final Order or as agreed in writing by the Debtors, to the extent subject to such right of setoff.

(117) “Settlement Fund” shall have the meaning set forth in Section 11.02 of the Plan.

(118) “Stockholders Agreement” means the stockholders agreement to be dated as of the Effective Date by and among the holders of the New Stock, in substantially the form to be set forth in the Plan Supplement, which shall include the terms and conditions set forth in Section 4.03(b) of the Plan.

(119) “Stock Options” means the outstanding options to purchase Old Common Stock or Old Preferred Stock, if any, as of the Petition Date.

(120) “Substantial Contribution Claim” means a claim for compensation or reimbursement of costs and expenses incurred in making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), or (5) of the Bankruptcy Code.

(121) “Swap Related Reimbursement Obligation” shall have the meaning set forth in the Prepetition Credit Agreement.

(122) “Unimpaired” means a Claim or Interest that is not Impaired.

(123) “Unsecured Claim” means any claim against the Debtors that is not an Other Priority Claim, Other Secured Claim, Priority Tax Claim, Secured Claim, Prepetition Facilities Claim, DIP Facility Claim or Administrative Claim.

(124) “Unsecured Insurance Claim” means any Claim against any Debtor by an insurance carrier (including but not limited to Liberty Mutual Insurance Company (with its affiliates, “Liberty Mutual”) and Zurich American Insurance Co.) for unpaid premium, so-called “retro-premium” or any other amounts claimed under or in connection with any policy for workers’ compensation, auto, business auto or motor carrier liability insurance for any policy period prior to October 1, 2007 through September 30, 2008, but *excluding* any claims by Liberty Mutual under or in connection with any excess workers’ compensation policy provided by such carrier specifically for the State of Ohio.

(125) “Warrants” means the outstanding warrants to purchase Old Common Stock or Old Preferred Stock, if any, as of the Petition Date.

Section 1.03 Rules of Interpretation

(a) General

For purposes of the Plan (i) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (ii) any reference in the Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented, (iii) unless otherwise specified, all references in the Plan to Sections, Articles, Schedules, and Exhibits are references to Sections, Articles, Schedules, and Exhibits of or to the Plan, (iv) the words “herein,” “hereto” and “hereof” refer to the Plan in its entirety rather than to a particular portion of the Plan, (v) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan, and (vi) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

(b) Rule of “Contra Proferentum” Not Applicable

This Plan is the product of extensive negotiations between and among, *inter alia*, the Debtors, the Prepetition Agents, the Prepetition Lenders, the DIP Agent, the DIP Lenders, the Exit Agents, the Exit

Lenders, and certain other Creditors and constituencies. Each of the foregoing was represented by independent counsel of their choice who either (i) participated in the formulation and documentation of or (ii) was afforded the opportunity to review and provide comments on, the Plan, the Disclosure Statement, and the documents ancillary thereto. Accordingly, unless explicitly stated otherwise, the general rule of contract construction known as “*contra proferentum*” shall not apply to the construction or interpretation of any provision of this Plan, the Disclosure Statement, or any exhibit, schedule, contract, instrument, release, or other document generated in connection therewith.

Section 1.04 Computation of Time

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

Section 1.05 Reference to Monetary Figures

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

Section 1.06 Reference to Debtors or Reorganized Debtors

Unless specifically provided otherwise in the Plan, references to the Debtors or Reorganized Debtors shall mean the Debtors and/or Reorganized Debtors, as the context may require.

ARTICLE II.

UNCLASSIFIED CLAIMS

(Not Entitled to Vote on the Plan)

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

Section 2.01 Administrative Claims

Except as otherwise provided for herein, and subject to the requirements of Section 12.01 of the Plan, each Holder of an Allowed Administrative Claim shall, in full satisfaction, release, settlement and discharge of such Allowed Administrative Claim: (a) to the extent such Claim is due and owing on the Effective Date, be paid in full, in Cash, on the Distribution Date; (b) to the extent such Claim is not due and owing on the Effective Date, be paid in full, in Cash, in accordance with the terms of any agreement between the Debtors and such Holder, or as may be due and owing under applicable non-bankruptcy law or in the ordinary course of business; or (c) receive such other treatment as may be agreed to between the Holder and the Debtors or Reorganized Debtors.

Section 2.02 Priority Tax Claims

(a) In General

Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, each Holder of an Allowed Priority Tax Claim other than an IFTA Priority Tax Claim shall, in full satisfaction, release, and discharge thereof: (a) to the extent such Claim is due and owing on the Effective Date, be paid in full, in Cash, on the

Distribution Date; (b) to the extent such Claim is not due and owing on the Effective Date, be paid in full, in Cash, in accordance with the terms of any agreement between the Debtors and such Holder, or as may be due and owing under applicable non-bankruptcy law, or in the ordinary course of business; or (c) receive such other treatment as may be agreed to between the Holder and the Debtors or Reorganized Debtors.

(b) IFTA Priority Tax Claims

Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, each Holder of an IFTA Priority Tax Claim shall, in full satisfaction, release, and discharge thereof: (a) to the extent such Claim is due and owing on the Effective Date, receive five equal installment payments in Cash of a total value, as of the Effective Date, equal to the Allowed amount of such Claim, with payments due on the annual anniversary of the Petition Date and the last such payment due on the fifth (5th) anniversary of the Petition Date; (b) to the extent such Claim is not due and owing on the Effective Date, be paid in full, in Cash, in accordance with the terms of any agreement between the Debtors and such Holder, or as may be due and owing under applicable non-bankruptcy law, or in the ordinary course of business; or (c) receive such other treatment as may be agreed to between the Holder and the Debtors or Reorganized Debtors.

Section 2.03 DIP Facility Claims

Subject to the terms of the DIP Facility, all obligations owed under or in connection with the DIP Credit Agreement shall be paid in full in Cash on the Effective Date. No provision of the Plan, Confirmation Order, Plan Supplement or any related document may be modified to provide for a different treatment of any DIP Facility Claim absent the prior written consent of the DIP Agent and DIP Lenders.

Section 2.04 Letter of Credit Claims

On the Effective Date, any letters of credit issued and outstanding under the DIP Credit Agreement shall be (a) automatically converted to letters of credit issued pursuant to the Exit Revolving Facility, (b) backstopped through the posting by the Borrower of a supporting letter of credit or letters of credit with the DIP Agent from a letter of credit issuer satisfactory to the DIP Agent and the Majority Lenders (as defined in the DIP Credit Agreement) in a face amount equal to 105% of the sum of all outstanding Letter of Credit Obligations (as defined therein), provided, however, that such backstopped Letter of Credit Obligations shall expire or terminate within three months of the DIP Credit Agreement Maturity Date or (c) cash-collateralized on the DIP Credit Agreement Maturity Date.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

Section 3.01 Classification of Claims and Interests

The categories of Claims and Interests set forth below classify Claims and Interests for all purposes, including for purposes of voting, confirmation and distribution pursuant to this Plan and sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest shall be deemed classified in a particular Class only to the extent that it qualifies within the description of such Class, and shall be deemed classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. Notwithstanding anything to the contrary in this Plan, a Claim or Interest shall be deemed classified in a Class only to the extent that such Claim or Interest has not been paid, released, or otherwise settled prior to the Effective Date.

Pursuant to Section 4.03(a) of the Plan below, the Plan provides for the substantive consolidation of the Estates into a single Estate for all purposes associated with Confirmation and Consummation of the Plan.

As a result of such substantive consolidation, each Class of Claims and Interests will be treated as against a single consolidated Estate without regard to the separate identification of the Debtors.

All Claims (except for Administrative Claims, Priority Tax Claims and DIP Facility Claims, which are not classified pursuant to section 1123(a)(1) of the Bankruptcy Code) are classified as follows:

Class	Designation	Impairment	Entitled to Vote
1	Prepetition Advance Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Prepetition Facilities Claims	Impaired	Entitled to Vote
3	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
4	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
5	General Unsecured Claims	Impaired	Entitled to Vote
6	Intercompany Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
7	ESOP Put Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
8	Intercompany Interests	Unimpaired	Not Entitled to Vote (Deemed to Accept)
9	Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

Section 3.02 Voting; Presumptions

(a) Acceptance by Impaired Classes

Each Impaired Class of Claims that will (or may) receive or retain property or any interest in property under the Plan shall be entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Claims actually voting in such Class have voted to accept the Plan and (ii) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of more than one-half in number of the Claims actually voting in such Class have voted to accept the Plan. An Impaired Class of Interests shall have accepted the Plan if the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Interests actually voting in such Class have voted to accept the Plan.

(b) Voting Presumptions

Claims and Interests in Unimpaired Classes are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan. Claims and Interests in Impaired Classes that do not entitle the Holders thereof to receive or retain any property under the Plan are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

Section 3.03 Unimpaired Classes

(a) Class 1: Prepetition Advance Claims

Class 1 consists of all Prepetition Advance Claims. Each Holder of an Allowed Prepetition Advance Claim shall, in full satisfaction, release, settlement, discharge of and in exchange for such Allowed Claim: (i) have such Allowed Claim paid in full, in Cash, on the Effective Date, or (ii) receive such other treatment as may be agreed to between the Holder and the Debtors or Reorganized Debtors.

(b) *Class 3: Other Secured Claims*

Class 3 consists of all Secured Claims against the Debtors other than Claims in Classes 1 or 2. For purposes of the Plan, each Allowed Other Secured Claim will be deemed a separate subclass. Each Holder of an Allowed Class 3 Claim will, in full satisfaction, release, settlement, discharge of and in exchange for such Allowed Class 3 Other Secured Claim: (i) at the Debtors' option, either have the property that serves as Collateral for its Claim returned or have its Claim cured and Reinstated within the meaning of section 1124(2) of the Bankruptcy Code; or (ii) receive such other treatment as may be agreed to between the Holder and the Debtors or Reorganized Debtors.

(c) *Class 4: Other Priority Claims*

Class 4 consists of all Other Priority Claims. These Claims are primarily for employee wages, vacation pay, severance pay, contributions to benefit plans and other similar amounts. The Debtors have obtained various orders approving the payment of all or substantially all of the Other Priority Claims in the ordinary course of business during the pendency of the Chapter 11 Cases. To the extent such relief is not granted or such Claims are not paid prior to the Effective Date then, pursuant to the Plan, the legal, equitable and contractual rights of the Holders of Allowed Class 4 Claims shall be unaltered by the Plan. Each Holder of an Allowed Class 4 Claim, will, in full satisfaction, release, settlement, and discharge of and in exchange for such Allowed Claim: (i) to the extent such claim is due and owing on the Effective Date, have such Allowed Claim paid in full, in Cash, on the Distribution Date; (ii) to the extent such Allowed Claim is not due and owing on the Effective Date, be paid in full, in Cash, in accordance with the terms of any agreement between the parties, or as may be due and owing under applicable non-bankruptcy law or in the ordinary course of business; or (iii) receive such other treatment as may be agreed to between the Holder and the Debtors or Reorganized Debtors.

(d) *Class 6: Intercompany Claims*

Class 6 consists of all Intercompany Claims. On the Effective Date, each Class 6 Claim shall be Reinstated. Intercompany Claims held by or against a Dissolved Debtor shall be deemed transferred to the Reorganized Debtor to which such Debtor's assets are revested pursuant to Section 4.05 of the Plan.

(e) *Class 8: Intercompany Interests*

Class 8 consists of all Intercompany Interests. On the Effective Date, each Class 8 Interest shall be Reinstated. Intercompany Interests held by or against a Dissolved Debtor shall be deemed transferred to the Reorganized Debtor to which such Debtor's assets are revested pursuant to Section 4.05 of the Plan.

Section 3.04 Impaired Classes of Claims

(a) *Class 2: Prepetition Facilities Claims*

Class 2 consists of all Prepetition Facilities Claims. On the Effective Date, each Holder of an Allowed Class 2 Claim shall, in full satisfaction, release, settlement, discharge of and in exchange for such Allowed Class 2 Claim: (i) receive its Pro Rata share of the Exit Second-Lien Loan; and (ii) receive its Pro Rata share of 70% of the New Stock of Reorganized Holdings, subject to dilution only by any New Stock, options, or other equity awards issued pursuant to the Management Incentive Plan (if any); and (iii) waive its right to assert an unsecured deficiency claim pursuant to section 506(a)(1) of the Bankruptcy Code, whether as a Class 5 Claim or otherwise. At the election of each Holder of an Allowed Class 2 Claim, in its sole discretion, the New Stock it receives shall be New Limited Voting Common Stock in lieu of New Common Stock. Upon acceptance of this Plan by Class 2, each Holder of an

Allowed Class 2 Claim shall be deemed to authorize and consent to, among other things, (i) the distribution, on the Effective Date, of up to 30% of the New Stock (subject to dilution only by any New Stock, options, or other equity awards issued pursuant to the Management Incentive Plan (if any)) to the Exit Revolving Lenders, to each according to its Pro Rata share of the Exit Revolving Loan, and (ii) the distribution of the Settlement Fund as set forth in Section 11.02 of the Plan. At the election of each Exit Revolving Lender, in its sole discretion, the New Stock it receives shall be New Limited Voting Common Stock in lieu of New Common Stock. In addition, on the Effective Date, any letters of credit issued and outstanding under the Prepetition Credit Agreement shall be either (a) automatically converted to letters of credit issued pursuant to the Exit Revolving Facility or (b) backstopped by Reorganized Holdings through the posting of a supporting letter of credit or letters of credit with the Prepetition Agent from a letter of credit issuer satisfactory to the Prepetition Agent and the Required Lenders (as defined in the Prepetition Credit Agreement) in a face amount equal to 105% of the sum of all outstanding letter of credit obligations under the Prepetition Credit Agreement, *provided, however*, that such backstopped letter of credit obligations shall expire or terminate within three months of the Effective Date.

(b) Class 5: General Unsecured Claims

Class 5 consists of all General Unsecured Claims. Each Holder of an Allowed Class 5 Claim shall, in full satisfaction, release, settlement, discharge of and in exchange for such Allowed Claim, (i) be paid its Pro Rata share of the Settlement Fund, net of certain fees and expenses of the Committee's professionals if and to the extent Allowed (as set forth in Section 11.02 of the Plan); or (ii) receive such other treatment as may be agreed to between the Holder and the Debtors or Reorganized Debtors. Unless otherwise agreed to between the Holder and the Debtors or Reorganized Debtors, the foregoing distributions will be made on the later of (x) the Distribution Date, (y) the date that each such Claim is Allowed and (z) five Business Days after payment in full of the fees and expenses of the Committee's professionals to be paid out of the Settlement Fund pursuant to Section 11.02 of the Plan (*provided, however*, that if the Committee's professionals and the Debtors or Reorganized Debtors agree on amount to be withheld from the Settlement Fund as a reserve to pay such fees and expenses of the Committee's professionals, then the foregoing distributions shall be made upon the later of (x) or (y) above). Class 5 is Impaired and Holders of Class 5 Claims are entitled to vote to accept or reject the Plan.

(c) Class 7: ESOP Put Claims

Class 7 consists of all ESOP Put Claims. As of the Effective Date, the ESOP Put Claims will be subordinated pursuant to section 510(b) of the Bankruptcy Code to all other Allowed Claims. No property will be distributed to or retained by Holders of Class 7 Claims in respect of such Claims. Each Holder of a Class 7 Claim is deemed to reject the Plan.

(d) Class 9: Equity Interests

Class 9 consists of all Equity Interests. No property will be distributed to or retained by Holders of Class 9 Equity Interests and such Equity Interests shall be deemed cancelled and extinguished on the Effective Date. Each Holder of a Class 9 Interest is deemed to reject the Plan.

Section 3.05 Special Provision Regarding Unimpaired Claims

Except as otherwise provided in the Plan, nothing shall affect the Debtors' rights and defenses, both legal and equitable, with respect to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses to Setoff Claims or recoupments against Unimpaired Claims.

Section 3.06 Cram Down

If any Class of Claims or Interests entitled to vote on the Plan shall not vote to accept the Plan, the Debtors shall (i) seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code or (ii) amend or modify the Plan in accordance with Article IX of the Plan. With respect to any Class of Claims or Interests that is deemed to reject the Plan, the Debtors shall request that the Bankruptcy Court confirm or “cram down” the Plan pursuant to section 1129(b) of the Bankruptcy Code.

ARTICLE IV.

MEANS FOR IMPLEMENTATION OF THE PLAN

Section 4.01 Continued Corporate Existence

Following the Effective Date, the Reorganized Debtors shall continue to exist as separate corporate entities or limited liability companies, as the case may be, in accordance with applicable non-bankruptcy law and pursuant to their Corporate Documents in effect prior to the Effective Date, except to the extent that such Corporate Documents are amended by the terms of this Plan or the Restated Corporate Documents.

Section 4.02 Corporate Action

(a) Cancellation of Prepetition Credit Documents and Equity Securities

On the Effective Date, except as otherwise provided for herein, (i) the Prepetition Credit Documents, Equity Interests and any other note, bond, indenture, or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors related to the Prepetition Credit Documents or Equity Interests shall be cancelled, and (ii) the obligations of the Debtors under any agreements, indentures or certificates of designation governing the Prepetition Facilities, Equity Interests and any other note, bond, indenture or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors related to the Prepetition Facilities or Equity Interests shall be discharged; *provided, however*, that each indenture or other agreement that governs the rights of the Holder of a DIP Claim, Prepetition Advance Claim, Prepetition Facilities Claim or Other Secured Claim that is administered by an indenture trustee, an agent, or a servicer shall continue in effect solely for the purposes of (a) allowing such indenture trustee, agent, or servicer to make the distributions to be made on account of such Allowed Claims under the Plan as provided in Article III hereof and (b) permitting such indenture trustee, agent, or servicer to maintain any rights or liens it may have for fees, costs and expenses under such indenture or other agreement; and *provided, further*, that the provisions of clause (ii) of this paragraph shall not affect the discharge of the Debtors’ liabilities under the Bankruptcy Code and the Confirmation Order or result in any expense or liability to the Reorganized Debtors.

Any actions taken by an indenture trustee, an agent, or a servicer that are not for the purposes authorized in this Sub-Section shall not be binding upon the Debtors.

(b) Restated Corporate Documents

The Corporate Documents of Holdings shall be amended and restated as necessary to satisfy the provisions of the Plan and the Bankruptcy Code and shall include, among other things, pursuant to section 1123(a)(6) of the Bankruptcy Code, (x) a provision prohibiting the issuance of non-voting equity securities, and (y) if applicable, a provision as to the classes of securities issued pursuant to the Plan or thereafter possessing voting power, for an appropriate distribution of such power among such classes, including, in

the case of any class of equity securities having a preference over another class of equity securities with respect to dividends, adequate provisions for the election of directors representing such preferred class in the event of default in the payment of such dividends. The Restated Corporate Documents of Holdings shall be filed as part of the Plan Supplement. On the Effective Date or as soon thereafter as is practicable, Reorganized Holdings shall file with the Secretary of the State of Delaware an amended certificate of incorporation pursuant to sections 103 and 303 of Delaware General Corporation Law.

(c) *Other General Corporate Matters*

On or after the Effective Date, the Debtors and/or Reorganized Debtors shall take such action as is necessary under the laws of the State of Delaware, federal law and other applicable law to effect the terms and provisions of the Plan. Without limiting the foregoing, the issuance of the New Stock, the election and appointment of directors or officers, adoption and implementation of the Management Incentive Plan (if any), the dissolution of the Dissolved Debtors, and any other matter involving the corporate structure of the Reorganized Debtors, shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to section 303 of the Delaware General Corporation Law (or the laws of each state pursuant to which a Reorganized Debtor is organized) without requiring any further action by the shareholders or directors of the Debtors and/or Reorganized Debtors.

Section 4.03 Restructuring Transactions

(a) *Substantive Consolidation*

The Plan shall serve as a motion by the Debtors seeking entry of an order by the Bankruptcy Court substantively consolidating all of the Estates into a single consolidated Estate for all purposes associated with Confirmation and Consummation of the Plan, including but not limited to voting and distribution. If substantive consolidation of all of the Estates is ordered then, on and after the Effective Date, all assets and liabilities of the Debtors shall be treated as merged into the Estate of Holdings for all purposes associated with Confirmation and Consummation of the Plan, and all guarantees by any Debtor of the obligations of any other Debtor shall be eliminated so that any Claim and any guarantee thereof by any other Debtor, as well as any joint and several liability of any Debtor with respect to any obligation of another Debtor shall be treated as one collective obligation of the Debtors. Substantive consolidation shall not affect the legal and organizational structure of the Reorganized Debtors or their separate corporate existences or any prepetition or postpetition guarantees, Liens, or security interests that are required to be maintained under the Bankruptcy Code, under the Plan, or in connection with contracts or leases assumed or entered into during the Chapter 11 Cases. Any alleged defaults under any applicable agreement with the Debtors or Reorganized Debtors arising from substantive consolidation under the Plan shall be deemed cured as of the Effective Date. In the event the Bankruptcy Court authorizes the Debtors to substantively consolidate less than all of the Debtors' Estates: (a) the Plan shall be treated as a separate plan of reorganization for each Debtor not substantively consolidated; and (b) the Debtors shall not be required to re-solicit votes with respect to the Plan.

(b) *New Securities*

1) *Authorization*

As of the Effective Date, Reorganized Holdings is authorized to issue the New Stock and any options, warrants or other equity awards reserved for the Management Incentive Plan (if any), without further act or action under applicable law, regulation, order or rule.

2) *Issuance*

The Confirmation Order shall provide that, pursuant to section 1145 of the Bankruptcy Code, the issuance of the New Stock shall be exempt from the registration requirements of the Securities Act, as amended, and any other applicable law requiring registration prior to the offering, issuance, distribution or sale of securities; *provided*, that if the issuance of any of the New Stock does not qualify for the exemption under section 1145 of the Bankruptcy Code, the New Stock will be issued in a manner which qualifies for another available exemption, whether as a private placement under Rule 506 under the Securities Act in which securities are issued only to “accredited investors,” as such term is defined in Rule 501 under the Securities Act, or otherwise. In the event the issuance of any of the New Stock does not qualify for the exemption from securities laws under section 1145 of the Bankruptcy Code and the Debtors elect to pursue an exemption under Rule 506 under the Securities Act for securities issued only to “accredited investors,” then each Holder of an Allowed Class 2 Claim and each Exit Revolving Lender may be required, as a condition to receiving such shares of New Stock, to provide the Debtors with a representation, in form and substance reasonably satisfactory to the Debtors, that it is an “accredited investor” and such other representations as the Debtors may reasonably request in order to determine that such shares of New Stock were offered and issued in a private placement to “accredited investors” only under Rule 506 under the Securities Act. All securities issued pursuant to the Plan will be deemed issued as of the Effective Date regardless of the date actually distributed.

3) *Registration Rights Agreement; Stockholders Agreement*

Without limiting the effect of section 1145 of the Bankruptcy Code, upon the Effective Date, the Registration Rights Agreement and Stockholders Agreement shall each be deemed to become valid, binding and enforceable in accordance with their respective terms, and each holder of New Stock shall, upon the Effective Date (or, in the event of a party exercising any warrants to purchase shares of New Stock, upon such exercise), be bound by the Stockholders Agreement irrespective of whether such party is a signatory thereto. The Registration Rights Agreement shall provide, among other things, for demand and “piggyback” registration rights for the benefit of the signatories thereto, with a priority over registration rights granted to any other holders of capital stock of Reorganized Holdings. The Stockholders Agreement shall contain, among other things, customary “drag along” rights, “tag along” rights, preemptive rights and information rights. The Restated Corporate Documents of Reorganized Holdings or Stockholders Agreement shall (x) provide that the economic rights of the New Common Stock and New Limited Voting Common Stock shall be identical and (y) restrict the voting rights of the New Common Stock such that the New Limited Voting Common Stock will not be entitled to general voting rights, but will be entitled to vote (together with the holders of the New Common Stock, as a single class) on certain non-ordinary course transactions, including (i) any authorization of, or increase in the number of shares of, or issuance of any class of capital stock *pari passu* or senior to the New Stock, (ii) any amendment to Reorganized Holdings’ certificate of incorporation or by-laws, (iii) any amendment to the Stockholders Agreement, (iv) any sale, lease or other disposition of all or substantially all of the assets of Reorganized Holdings or any of its subsidiaries or affiliates through one or more transactions, (v) any recapitalization, reorganization, consolidation or merger of Reorganized Holdings or any of its subsidiaries or affiliates, (vi) any authorization, issuance or entry into an agreement for the issuance of capital stock (or any options or other securities convertible into capital stock) of Reorganized Holdings or any of its subsidiaries or affiliates, except as may be provided for under the Management Incentive Plan, and (vii) any redemption, purchase or other acquisition by Reorganized Holdings of any of its capital stock (except for purchases from employees upon termination of employment). The holders of New Limited Voting Common Stock will be entitled to a separate class vote on any amendment or modification of any rights or privileges of the New Limited Voting Common Stock that does not equally affect the New Common Stock. In any liquidation, dissolution or winding up of Reorganized Holdings, all assets will be distributed to holders of the New Stock on a pro rata basis.

4) *Listing*

Except as may be provided in the Registration Rights Agreement, Reorganized Holdings shall not be obligated to (a) list the New Stock on a public securities exchange or (b) register the New Stock under the Securities Act or Exchange Act. In addition, the New Stock shall be subject to certain restrictions on transfer to limit the number of record holders of New Stock, to ensure that Reorganized Holdings is not required to register the New Stock under the Securities Act or Exchange Act.

(c) *Exit Credit Facilities*

On the Effective Date, Reorganized Holdings, as borrower, and the other Reorganized Debtors, as guarantors, shall enter into the Exit Credit Facilities. The Reorganized Debtors are authorized to use the Exit Credit Facilities for any purpose permitted thereunder, including to (a) refinance amounts outstanding on the Effective Date under the Prepetition Credit Agreements and/or DIP Credit Agreement, (b) make other payments required to be made on the Effective Date or Distribution Date, and (c) operate the business.

(d) *Dissolution of Certain Debtors*

On the Effective Date (i) Acquisition, the Non-Operating Debtors and certain other Debtors to be identified (collectively, with Acquisition and the Non-Operating Debtors, the “Dissolved Debtors”) shall be dissolved by operation of the Plan, without any further action by the shareholders or directors thereof required, and (ii) the property of the Estates of the Dissolved Debtors shall be revested in the Reorganized Debtors pursuant to Section 4.05 of the Plan. Any defaults under any applicable agreement with the Debtors, the Reorganized Debtors, or their Affiliates allegedly arising from any of the foregoing dissolutions shall be deemed cured as of the Effective Date. The Debtors or Reorganized Debtors, as the case may be, are hereby authorized to make such filings and take such other actions as may be necessary or appropriate under applicable law to effectuate such dissolutions.

Section 4.04 Directors And Officers

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the identity and affiliations of each proposed initial director of the Reorganized Debtors (and, to the extent such Person is an insider of the Debtors, the nature of any compensation to such Person) shall be disclosed in the Plan Supplement. The initial Board of Directors of Reorganized Holdings shall consist of five members, (i) one of whom shall be Reorganized Holdings’ Chief Executive Officer and (ii) four of whom shall be designated as follows: (1) one of the directors shall be elected by Holders of a majority of the New Common Stock and shall comply with the director independence requirements that are imposed on public companies with securities listed on NASDAQ; and (2) Highland Capital Management, L.P., Spectrum Partners, L.P., and D.B. Zwirn Special Opportunities Fund, Ltd. shall each be entitled to appoint one member, in their sole discretion. Each member of the initial Board of Directors of Reorganized Holdings shall assume such position on the day immediately following the Effective Date. The initial Board of Directors of Reorganized Holdings shall serve for an initial term of two years. Thereafter, the Board of Directors of Reorganized Holdings will be elected in accordance with the Restated Corporate Documents of Reorganized Holdings and applicable non-bankruptcy law. Those directors and officers of the Debtors who continue to serve after the Effective Date, if any, shall not be liable to any Person for any Claim that arose prior to the Effective Date in connection with such directors’ or officers’ service to the Debtors, in their capacity as director or officer. The candidate for director to be elected by the holders of New Common Stock to serve as an independent director shall be independent and acceptable to holders of a majority of the New Limited Voting Common Stock in respect of such candidate’s qualifications, experience, integrity, independence and disinterestedness (the latter to include the requirement that such candidate is and was never employed by any of the Debtors, the Debtors’ current or former equity holders, or the Prepetition Lenders, and that such candidate has no present or

former material business relationship with any of the foregoing entities.) Prior to election to the Board of Directors of Reorganized Holdings, every candidate must pass a “background check” by any Prepetition Lender electing to conduct such a check of the kind customarily employed by such Prepetition Lender in connection with its “know your customer” policies.

Section 4.05 Revesting Of Assets

Except as otherwise set forth herein, in the Plan Supplement or in the Confirmation Order, as of the Effective Date, all property of the Estates (including but not limited to property of the Estates of the Dissolved Debtors) shall revert in the Reorganized Debtors free and clear of all Claims, Liens, encumbrances and other Interests. Allowed Intercompany Interests shall be Reinstated pursuant to Section 3.03(e) of the Plan, and the legal, equitable and contractual rights to which the Holders of such Allowed Intercompany Interests are entitled shall remain unaltered. From and after the Effective Date, the Reorganized Debtors may operate their businesses and use, acquire and dispose of property and settle and compromise Claims or Interests without supervision 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 and the Confirmation Order. Without limiting the generality of the foregoing, the Debtors may, without application to or approval by the Bankruptcy Court, pay fees that they incur after the Effective Date for professional fees and expenses.

Section 4.06 Preservation Of Rights Of Action; Settlement

As set forth in Section 11.02 of the Plan, subject to the occurrence of the Effective Date, (x) the Committee agrees, effective as of August 29, 2008, not to commence any “Challenge” pursuant to paragraph 39(b) of the Final DIP Order, *provided* that the deadline for the Committee to commence a Challenge is hereby tolled to and including the date that is twenty (20) days after (i) withdrawal of the Plan by the Debtors, (ii) any amendment or modification to the Plan that, without the consent of the Committee, materially and adversely affects the recoveries of Holders of Allowed Class 5 Claims under Section 3.04(b) of the Plan, or (iii) entry of a Final Order denying confirmation of the Plan, and *provided further* that, upon the Effective Date, the Committee shall be deemed to have waived and forever released any right to commence a Challenge; and (y) the Debtors, on behalf of themselves and the Estates, waive all potential avoidance claims under chapter 5 of the Bankruptcy Code or applicable non-bankruptcy law.

All other rights, Claims, causes of action, defenses, and counterclaims not expressly and specifically released in connection with the Plan, the Confirmation Order or in any settlement agreement approved during the Chapter 11 Cases, or as otherwise provided in the Confirmation Order or in any contract, instrument, release, indenture or other agreement entered into in connection with the Plan, in accordance with section 1123(b) of the Bankruptcy Code shall remain assets of and vest in the Reorganized Debtors, whether or not litigation relating thereto is pending on the Effective Date, and whether or not any such rights, Claims, causes of action, defenses and counterclaims have been listed or referred to in the Plan, the Schedules, or any other document filed with the Bankruptcy Court, and neither the Debtors nor the Reorganized Debtors shall waive, relinquish, or abandon (nor shall they be estopped or otherwise precluded from asserting) any right, Claim, cause of action, defense, or counterclaim that constitutes property of the Estates: (a) whether or not such right, Claim, cause of action, defense, or counterclaim has been listed or referred to in the Plan or the Schedules, or any other document filed with the Bankruptcy Court, (b) whether or not such right, Claim, cause of action, defense, or counterclaim is currently known to the Debtors, and (c) whether or not a defendant in any litigation relating to such right, Claim, cause of action, defense or counterclaim filed a proof of Claim in the Chapter 11 Cases, filed a notice of appearance or any other pleading or notice in the Chapter 11 Cases, voted for or against the Plan, or received or retained any consideration under the Plan. Without in any manner limiting the generality of the foregoing preservation of rights, notwithstanding any otherwise applicable principal of

law or equity, without limitation, any principals of judicial estoppel, res judicata, collateral estoppel, issue preclusion, or any similar doctrine, the failure to list, disclose, describe, identify, or refer to a right, Claim, cause of action, defense, or counterclaim, or potential right, Claim, cause of action, defense, or counterclaim, in the Plan, the Schedules, or any other document filed with the Bankruptcy Court shall in no manner waive, eliminate, modify, release, or alter the Reorganized Debtors' right to commence, prosecute, defend against, settle, and realize upon any rights, Claims, causes of action, defenses, or counterclaims that the Debtors or the Reorganized Debtors have, or may have, as of the Effective Date. The Reorganized Debtors may commence, prosecute, defend against, settle, and realize upon any rights, Claims, causes of action, defenses, and counterclaims in their sole discretion, in accordance with what is in the best interests, and for the benefit, of the Reorganized Debtors.

Section 4.07 Employee and Retiree Benefits

On and after the Effective Date, the Reorganized Debtors may: (1) honor, in the ordinary course of business, any unrejected contracts, agreements, policies, programs, and plans, in each case to the extent disclosed in the Disclosure Statement or order entered by the Bankruptcy Court approving a pleading seeking payment of, for, among other things, compensation (including equity based and bonus compensation), health care benefits, disability benefits, deferred compensation benefits, travel benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation insurance, accidental death and dismemberment insurance for the directors, officers and employees of any of the Debtors who served in such capacity at any time, and any other Benefit Plan; and (2) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date; *provided, however*, that the Debtors' or Reorganized Debtors' performance of any employment agreement will not entitle any person to any benefit or alleged entitlement under any policy, program, or plan that has expired or been terminated before the Effective Date, or restore, reinstate, or revive any such benefit or alleged entitlement under any such policy, program, or plan. Nothing in the Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, any causes of action, or other rights with respect to any such contracts, agreements, policies, programs, and plans. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, 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.

Section 4.08 Workers' Compensation Programs

As of the Effective Date, the Reorganized Debtors shall continue to honor their post-petition obligations under: (i) all applicable workers' compensation laws in the states and provinces in which the Reorganized Debtors operate; and (ii) the Debtors' written contracts, agreements, agreements of indemnity, self-insurer workers' compensation bonds, policies, programs and plans for workers' compensation and workers' compensation insurance in effect for any coverage period commencing on or after October 1, 2008. Nothing in the Plan shall limit, diminish or otherwise alter the Debtors' or Reorganized Debtors' defenses, claims, rights of action, or other rights under applicable non-bankruptcy law with respect to any such contracts, agreements, policies, programs and plans; *provided, however*, that nothing herein shall be deemed to impose any obligations on the Debtors or Reorganized Debtors in addition to what is required under the provisions of applicable law. Notwithstanding anything to the contrary in this Plan, (x) the Unsecured Insurance Claims are classified in Class 5 and (y) the Debtors are not assuming or passing through any obligation to pay Liberty Mutual for any asserted "retro-premium" for the policy year from October 1, 2007 through September 30, 2008, which is resolved by the *Stipulation Resolving Claims of Liberty Mutual* filed on October 6, 2008 ("Liberty Stipulation"); and *provided further* that the Plan hereby incorporates the terms and conditions of the Liberty Stipulation, and nothing in the Plan shall limit the rights, duties or conditions set forth therein.

Section 4.09 Exclusivity Period

The Debtors shall retain the exclusive right to amend or modify the Plan, and to solicit acceptances of any amendments to or modifications of the Plan, through and until the earlier of (i) the Effective Date or (ii) the expiration of the Debtors' exclusive period to solicit acceptances of the Plan under section 1121(d) of the Bankruptcy Code.

Section 4.10 Effectuating Documents; Further Reorganization Transactions

The chairman of the board of directors, president, chief financial officer, manager, or any other appropriate officer of the Debtors or, after the Effective Date, the Reorganized Debtors, shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The secretary of the Debtors or, after the Effective Date, the Reorganized Debtors, shall be authorized to certify or attest to any of the foregoing actions.

Section 4.11 Exemption From Certain Transfer Taxes

Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of a security, or the making of delivery of an instrument of transfer from the Debtors to the Reorganized Debtors or any other Person or entity pursuant to the Plan may not be taxed under any law imposing a stamp tax or similar tax, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

ARTICLE V.

PROVISIONS GOVERNING DISTRIBUTIONS

Section 5.01 Distributions For Claims Allowed As Of Effective Date

Except as otherwise provided herein or as ordered by the Bankruptcy Court, distributions to be made on account of Claims that are Allowed Claims as of the Effective Date and are entitled to a distribution under the terms of this Plan shall be made on the Distribution Date, or as soon thereafter as practicable. The New Stock to be issued under this Plan shall be deemed issued as of the Effective Date regardless of the date on which the shares are actually distributed.

Section 5.02 Interest On Claims

Unless otherwise specifically provided by this Plan, the Confirmation Order, any other order of the Bankruptcy Court, or by applicable bankruptcy law, post-petition interest shall not accrue and not be paid on Allowed Claims when due under the contract, agreement, or other instrument governing the terms and conditions of the obligation comprising such Allowed Claim.

Section 5.03 Disbursing Agent

The Disbursing Agent shall make all distributions required under this Plan *except* distributions to the Holders of Allowed Claims in Classes 1 or 2, which distributions shall be deposited with the Agent or

Prepetition Bridge Agent, as applicable, who shall promptly deliver such distributions to the Holders of such Claims in accordance with the provisions of this Plan and the Prepetition Credit Documents.

If the Disbursing Agent is an independent third party designated by the Reorganized Debtors to serve in such capacity, such Disbursing Agent shall receive, without further Bankruptcy Court approval, reasonable compensation for distribution services rendered pursuant to the Plan and reimbursement of reasonable out-of-pocket expenses incurred in connection with such services from the Reorganized Debtors on terms acceptable to the Reorganized Debtors. No Disbursing Agent shall be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. If so ordered, all costs and expenses of procuring any such bond shall be paid by the Reorganized Debtors.

Section 5.04 Services Of Indenture Trustees, Agents, And Servicers

The services, with respect to Consummation of the Plan, of indenture trustees, agents, and servicers under indentures and other agreements that govern the rights of Holders of Claims, shall be as set forth in Section 4.02(a) of the Plan and elsewhere in the Plan.

Section 5.05 Record Date For Distributions

At the close of business on the Distribution Record Date, the transfer ledgers for the Prepetition Facilities Claims, Old Common Stock and Old Preferred Stock shall be closed, the claims register for transfers of Claims and Interests pursuant to Bankruptcy Rule 3001(e) will be closed, and there shall be no further changes in the record holders of any such Claims or Interests. The Reorganized Debtors, the Disbursing Agent and the respective Prepetition Agent or Exit Agent shall have no obligation to recognize any transfer of such Claims or Interests occurring after the Distribution Record Date and shall be entitled instead to recognize and deal for all purposes hereunder with only those Holders stated on the applicable transfer ledgers as of the close of business on the Distribution Record Date.

Section 5.06 Means Of Cash Payment

Cash payments made pursuant to this Plan shall be by check, wire or ACH transfer in U.S. funds or by other means agreed to by the payor and payee or, absent agreement, such commercially reasonable manner as the payor determines in its sole discretion.

Section 5.07 Delivery Of Distributions

Distributions to Holders of Allowed Claims shall be made by the Disbursing Agent or respective Prepetition Agent or Exit Agent, as the case may be, (a) at the addresses set forth on the proofs of Claim or Interest filed by such Holders (or at the last known addresses of such Holders if no proof of Claim or Interest is filed or if the Debtors have been notified in writing of a change of address), (b) at the addresses set forth in any written notices of address changes delivered to the Disbursing Agent after the date of any related proof of Claim or Interest, (c) at the addresses reflected in the Schedules if no proof of Claim or Interest has been filed and the Disbursing Agent has not received a written notice of a change of address, (d) in the case of the Holder of a Claim that is governed by an indenture or other agreement and is administered by an indenture trustee, agent, or servicer, at the addresses contained in the official records of such indenture trustee, agent, or servicer, or (e) at the addresses set forth in a properly completed letter of transmittal accompanying securities properly remitted to the Debtors. If any Holder's distribution is returned as undeliverable, no further distributions to such Holder shall be made unless and until the Disbursing Agent or the appropriate indenture trustee, agent, or servicer is notified of such Holder's then current address, at which time all missed distributions shall be made to such Holder without interest.

Amounts in respect of undeliverable distributions made through the Disbursing Agent or the indenture trustee, agent, or servicer, shall be returned to the Reorganized Debtors until such distributions are claimed. All claims for undeliverable distributions must be made on or before the second (2nd) anniversary of the Effective Date, after which date all unclaimed property shall revert to the Reorganized Debtors free of any restrictions thereon and the claim of any Holder or successor to such Holder with respect to such property shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

Section 5.08 Claims Paid or Payable by Third Parties

(a) Claims Paid by Third Parties

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

(b) Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) Applicability of Insurance Policies

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

Section 5.09 Fractional Dollars; De Minimis Distributions

Any other provision of the Plan notwithstanding, payments of fractions of dollars shall not be made. Whenever any payment of a fraction of a dollar under the Plan would otherwise be called for, the actual payment made shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars being rounded down. The Disbursing Agent, or any indenture trustee, agent, or servicer, as the case may be, shall not make any payment of less than twenty-five dollars (\$25.00) with respect to

any Claim unless a request therefor is made in writing to such Disbursing Agent, indenture trustee, agent, or servicer, as the case may be.

Section 5.10 Withholding And Reporting Requirements

In connection with this Plan and all distributions hereunder, the Disbursing Agent shall, to the extent applicable, comply with all tax withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Disbursing Agent shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements.

Section 5.11 Calculation of Distribution Amounts of New Stock

No fractional shares of New Stock shall be issued or distributed under the Plan by the Reorganized Debtors, the Disbursing Agent or the respective Prepetition Agent or Exit Agent. Each Person entitled to receive New Stock will receive the total number of whole shares to which such Person is entitled. Whenever any distribution to a particular Person would otherwise call for distribution of a fraction of a share, the actual distribution of shares of such New Stock shall be rounded to the next higher or lower whole number as follows: (a) fractions $\frac{1}{2}$ or greater shall be rounded to the next higher whole number, and (b) fractions of less than $\frac{1}{2}$ shall be rounded to the next lower whole number. The total number of shares of New Stock to be distributed to the Holder of a Class 2 Claim or an Exit Lender shall be adjusted as necessary to account for the rounding provided herein. No consideration shall be provided in lieu of fractional shares rounded down.

ARTICLE VI.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Section 6.01 Assumption/Rejection

On the Effective Date, and to the extent permitted by applicable law, all of the Debtors' executory contracts and unexpired leases will be assumed by the Debtors *unless* such executory contract or unexpired lease: (a) is identified as part of the Plan Supplement as a contract or lease being rejected pursuant to the Plan; or (b) is the subject of a motion to reject filed on or before the Confirmation.

Section 6.02 Pass-Through

Any rights or arrangements necessary or useful to the operation of the Debtors' business but not otherwise addressed as a Claim or Interest, including non-exclusive or exclusive patent, trademark, copyright, maskwork or other intellectual property licenses and other executory contracts not assumable under section 365(c) of the Bankruptcy Code, shall, in the absence of any other treatment, be passed through the bankruptcy proceedings for the Debtors and the Debtors' counterparty's benefit, unaltered and unaffected by the bankruptcy filings or Chapter 11 Cases.

Section 6.03 Assumed Executory Contracts and Unexpired Leases

Each executory contract and unexpired lease that is assumed will include (a) all amendments, modifications, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affect such executory contract or unexpired lease, and (b) all executory contracts or unexpired leases and other rights appurtenant to the property,

including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements, vaults, tunnel or bridge agreements or franchises, and any other equity interests in real estate or rights in rem related to such premises, unless any of the foregoing agreements has been rejected pursuant to an order of the Bankruptcy Court or is the subject of a motion to reject filed on or before the Confirmation Date.

Amendments, modifications, supplements, and restatements to prepetition executory contracts and unexpired leases that have been executed by the Debtors during their Chapter 11 Cases shall not be deemed to alter the prepetition nature of the executory contract or unexpired lease, or the validity, priority, or amount of any claims that may arise in connection therewith.

Section 6.04 Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection or repudiation of any executory contract or unexpired lease pursuant to the Plan or otherwise shall not constitute a termination of pre-existing obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any nonbankruptcy law to the contrary, the Reorganized Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the contracting Debtors or Reorganized Debtors, as applicable, from counterparties to rejected or repudiated executory contracts or unexpired leases.

Section 6.05 Intercompany Contracts, Assumed Contracts and Leases, and Leases Entered After Petition Date

Intercompany contracts, leases entered into after the Petition Date by any Debtor, and any executory contracts and unexpired leases assumed by any Debtor, may be performed by the applicable Reorganized Debtor in the ordinary course of business.

Section 6.06 Reservation of Rights

Neither the exclusion nor inclusion of any contract or lease in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an executory contract or unexpired lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have thirty days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

Section 6.07 Nonoccurrence of Effective Date

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

Section 6.08 Cure Costs

Except to the extent different treatment is agreed to among the parties, any monetary amounts by which each executory contract and unexpired lease to be assumed pursuant to the Plan is in default will be satisfied, under section 365(b)(1) of the Bankruptcy Code, at the Debtors' option, by the payment of Cash or distribution of other property as necessary to cure any defaults. If there is a dispute regarding (i) the nature or amount of any cure, (ii) the Debtors' ability or the ability of the Debtors' assignees to provide

“adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (iii) any other matter pertaining to assumption, cure will occur following the entry of a Final Order resolving the dispute and approving the assumption or assumption and assignment, as the case may be.

Section 6.09 Survival of Indemnification and Corporation Contribution

On or before the Effective Date, the Debtors shall obtain reasonably sufficient tail coverage for a term of not less than six (6) years under (i) a directors and officers’ liability insurance policy for the Debtors’ current and former directors and officers and (ii) an employed lawyer professional liability insurance policy for the Debtors’ current and former in-house attorneys. Notwithstanding anything to the contrary contained in the Plan, the obligations of the Debtors, if any, to indemnify and/or provide contribution to its directors, officers, agents, employees and representatives who were serving in such capacity on December 31, 2007, pursuant to the Corporate Documents, applicable statutes, or contractual obligations, in respect of all past, present and future actions, suits and proceedings against any of such directors, officers, agents, employees and representatives, based on any act or omission related to the service with, for or on behalf of the Debtors will be deemed and treated as executory contracts that are assumed by the applicable Debtor or Reorganized Debtor pursuant to the Plan and section 365 of the Bankruptcy Code as of the Effective Date. Accordingly, such indemnification obligations will not be discharged, but will instead survive and be unaffected by entry of the Confirmation Order so long as such director, officer, agent, employee, or representative was serving in such capacity on December 31, 2007.

ARTICLE VII.

PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT, AND UNLIQUIDATED CLAIMS

Section 7.01 Objections to Claims

The Debtors or Reorganized Debtors, as applicable, shall have the exclusive authority to file, settle, compromise, withdraw, or litigate to judgment any objections to Claims. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without approval of the Bankruptcy Court. The Debtors or Reorganized Debtors, as applicable, also reserve the right to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law. Unless otherwise provided herein, objections to Claims shall be filed on or before the later of (a) 180 days after the applicable Bar Date established by the Bankruptcy Court and (b) such other date as may be fixed by the Bankruptcy Court, after notice and a hearing. Commencing on the date that is 210 days after the Bar Date, and approximately every 90 days thereafter until completion of the claims resolution process, the Reorganized Debtors shall file a report identifying all filed or scheduled Claims and the disposition of each such Claim. The foregoing reports shall be filed with the Bankruptcy Court and made available for review and printing at no charge on the website (<http://cases.administarllc.com/JHTHolding>).

Section 7.02 Estimation of Claims

Any Debtor or Reorganized Debtor, as applicable, may at any time request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether any party has previously objected to such Claim or whether the Bankruptcy Court has ruled on any objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal related to any such objection. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a

maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or Reorganized Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

Section 7.03 No Distributions Pending Allowance

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

Section 7.04 Distribution Reserve

The Disbursing Agent shall withhold the Distribution Reserve from the Cash or other property (other than the New Stock to be distributed to the respective Prepetition Agent for the ratable benefit of the holders of Allowed Class 2 Claims or the respective Exit Agent for the ratable benefit of the Exit Lenders) to be distributed under the Plan. As to any Disputed Claim, upon a request for estimation by the Debtors, the Bankruptcy Court shall determine what amount is sufficient to withhold as the Distribution Reserve. The Debtors may request estimation for every Disputed Claim that is unliquidated and the Disbursing Agent shall withhold the Distribution Reserve based upon the estimated amount of such Claim as set forth in a Final Order. No holder of a Disputed Claim be entitled to a distribution in excess of the Debtors' estimate of such Disputed Claim unless required by Final Order. If the Debtors elect not to request an estimation from the Bankruptcy Court with respect to a Disputed Claim that is liquidated, the Disbursing Agent shall withhold the Distribution Reserve based upon the Face Amount of such Claim.

Section 7.05 Distributions After Allowance

The Reorganized Debtors or the Disbursing Agent, as the case may be, shall make payments and distributions from the Distribution Reserve to each holder of a Disputed Claim that has become an Allowed Claim in accordance with the provisions of the Plan governing the class of Claims to which such holder belongs. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing all or part of any Disputed Claim becomes a Final Order, the Disbursing Agent shall distribute to the holder of such Claim the distribution (if any) that would have been made to such Holder on the Distribution Date had such Allowed Claim been allowed on the Distribution Date. After a Disputed Claim is Allowed or otherwise resolved, the excess Cash or other property that was reserved on account of such Disputed Claim, if any, shall become property of the Reorganized Debtors.

Section 7.06 General Unsecured Claims

Notwithstanding the contents of the Schedules, Claims listed therein as undisputed, liquidated and not contingent shall be reduced by the amount, if any, that was paid by the Debtors in respect of such Claim prior to the Effective Date, including pursuant to orders of the Bankruptcy Court. To the extent such payments are not reflected in the Schedules, such Schedules will be deemed amended and reduced to reflect that such payments were made. Nothing in the Plan shall preclude the Reorganized Debtors or the Disbursing Agent, as the case may be, from paying Claims that the Debtors were authorized to pay pursuant to any Final Order entered by the Bankruptcy Court prior to the Confirmation Date.

Section 7.07 Compliance with Tax Requirements/Allocations

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

ARTICLE VIII.

CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

Section 8.01 Conditions Precedent To Confirmation

(a) The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Debtors and the Prepetition Agents, which shall include a finding of fact that the Debtors, the Prepetition Agents, the Prepetition Lenders, the DIP Agent, the DIP Lenders, the Exit Agents, the Exit Lenders, and their respective present and former members, officers, directors, managers, employees, advisors, attorneys and agents, acted in good faith within the meaning of and with respect to all of the actions described in section 1125(e) of the Bankruptcy Code and are therefore not liable for the violation of any applicable law, rule, or regulation governing such actions.

(b) The Debtors shall have arranged for credit availability under the Exit Credit Facilities in amount, form and substance acceptable to the Debtors or Reorganized Debtors, as the case may be, to provide the Reorganized Debtors and their subsidiaries with their working capital needs.

Section 8.02 Conditions Precedent To Consummation

The following are conditions precedent to the occurrence of the Effective Date, each of which must be (x) satisfied or (y) waived in accordance with Article IX below:

(a) The Confirmation Order shall have been entered in form and substance reasonably acceptable to the Debtors and the Prepetition Agents and become a Final Order.

(b) The Exit Credit Agreements shall have been executed and delivered by all parties thereto, and all conditions precedent to Consummation thereof shall have been waived or satisfied in the manner permitted thereunder, and funding pursuant to the Exit Credit Facilities shall have occurred.

(c) The following agreements, in form and substance reasonably acceptable to the Debtors or Reorganized Debtors, as applicable, the Prepetition Agents and the Exit Agents, shall have been executed and delivered, and all conditions precedent thereto shall have been satisfied:

- i) Restated Corporate Documents;

- ii) Registration Rights Agreement;
- iii) Stockholders Agreement; and
- iv) Exit Credit Agreements.

(d) All authorizations, consents, and regulatory approvals required, if any, in connection with the Consummation of this Plan shall have been obtained.

(e) There shall not be in effect on the Effective Date any (i) order entered by a court or (ii) any order, opinion, ruling or other decision entered by any other court or governmental entity or (iii) any applicable law staying, restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by the Plan.

(f) No request for revocation of the Confirmation Order under section 1144 of the Bankruptcy Code shall remain pending.

(g) The Effective Date shall have occurred no later than October 22, 2008.

(h) The Debtors shall reimburse (i) all reasonable costs and expenses, including Attorney Costs (as such term is defined in the Prepetition Credit Agreement) of the Agent and any Related Persons (as such term is used and defined in the Prepetition Credit Agreement) under the Prepetition Credit Agreement, (ii) all reasonable costs and expenses, including Attorney Costs (as such term is defined in the Prepetition Bridge Loan Agreement) of the Prepetition Bridge Agent and the Prepetition Bridge Lenders (including their advisors) in connection with the Prepetition Bridge Loan Agreement, and (iii) all reasonable costs and expenses, including Attorney Costs (as such term is defined in the DIP Credit Agreement), of the DIP Agent and reasonable Attorney Costs of the DIP Lenders.

(i) Either (A) the issuance of all shares of New Stock to be issued under the Plan shall qualify for the exemption from securities laws under section 1145 of the Bankruptcy Code, (B) the Debtors shall have received from each Holder of an Allowed Class 2 Claim and each Exit Revolving Lender from whom it shall have so requested, a representation in form and substance reasonably satisfactory to the Debtors that such Person is an “accredited investor” and such other representations as the Debtors may reasonably request in order to determine that all shares of New Stock were offered and issued in a private placement to “accredited investors” only under Rule 506 under the Securities Act, or (C) the Debtors reasonably determine that the issuance of all shares of New Stock to be issued under the Plan is otherwise exempt from registration.

(j) Establishment of the Settlement Fund, to be held by the Reorganized Debtors pursuant to, and distributed in accordance with, Section 11.02 of the Plan.

Section 8.03 Substantial Consummation

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

Section 8.04 Waiver Of Conditions

Each of the conditions set forth in Section 8.02 of the Plan may be waived in whole or in part by written consent of the Debtors, the Prepetition Agents, the DIP Agent and the Exit Agents, without any notice to other parties in interest or the Bankruptcy Court and without a hearing. The failure to satisfy or

waive any condition to the Effective Date may be asserted by the Debtors or the Reorganized Debtors regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by the Debtors or Reorganized Debtors). The failure of the Debtors or the Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right that may be asserted at any time.

Section 8.05 Revocation, Withdrawal, Or Non-Consummation

The Debtors reserve the right to revoke or withdraw the Plan at any time prior to the Confirmation Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation of the Plan does not occur, then (i) the Plan shall be null and void in all respects, (ii) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Class of Claims), and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (iii) nothing contained in the Plan, and no acts taken in preparation for Consummation of the Plan, shall (a) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Interests in, the Debtors or any other Person, (b) prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors, or (c) constitute an admission of any sort by the Debtors or any other Person.

ARTICLE IX.

AMENDMENTS AND MODIFICATIONS

The Debtors may alter, amend, or modify the Plan or any exhibits thereto under section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Date. After the Confirmation Date and prior to “substantial consummation” of the Plan, as defined in section 1101(2) of the Bankruptcy Code, the Debtors may, under section 1127(b) of the Bankruptcy Code, institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, and such matters as may be necessary to carry out the purposes and effects of the Plan, so long as such proceedings do not materially adversely affect the treatment of Holders of Claims or Interests under the Plan; *provided, however*, that prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or order of the Bankruptcy Court.

ARTICLE X.

RETENTION OF JURISDICTION

Under sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding entry of the Confirmation Order and occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

- A. Allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the secured or unsecured status, priority, amount or allowance of Claims or Interests;
- B. Hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 327, 328, 330, 331, 503(b), 1103 or 1129(a)(4) of the Bankruptcy Code; *provided, however*, that from and after the Effective Date, the payment of fees

and expenses of professionals retained by the Reorganized Debtors shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

C. Hear and determine all matters with respect to the assumption or rejection of any executory contract or unexpired lease to which one or more of the Debtors are parties or with respect to which one or more of the Debtors may be liable, including, if necessary, the nature or amount of any required cure or the liquidation of any claims arising therefrom;

D. Hear and determine any and all adversary proceedings, motions, applications, and contested or litigated matters arising out of, under, or related to, the Chapter 11 Cases;

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

F. Hear and determine disputes arising in connection with the interpretation, implementation, Consummation, or enforcement of the Plan, including disputes arising under agreements, documents or instruments executed in connection with the Plan;

G. Consider any modifications of the Plan, cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

H. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with implementation, Consummation, or enforcement of the Plan or the Confirmation Order;

I. Enter and implement such orders as may be necessary or appropriate if the Confirmation Order is for any reason reversed, stayed, revoked, modified, or vacated;

J. Hear and determine any matters arising in connection with or relating to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order;

K. Enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Cases;

L. Recover all assets of the Debtors and property of the Estates, wherever located;

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

N. Hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge;

O. Hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under, or not inconsistent with, provisions of the Bankruptcy Code;

P. Enter an order or final decree concluding or closing the Chapter 11 Cases; and

- Q. Enforce all orders previously entered by the Bankruptcy Court.

ARTICLE XI.

COMPROMISES AND SETTLEMENTS

Section 11.01 General

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distribution and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and controversies resolved pursuant to the Plan, including, without limitation, all Claims arising prior to the Petition Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, arising out of, relating to or in connection with the business or affairs of, or transactions with, the Debtors. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of each of the foregoing compromises or settlements, and all other compromises and settlements provided for in the Plan, and the Bankruptcy Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, the Estates, Creditors and other parties in interest, and are fair, equitable and within the range of reasonableness.

Section 11.02 Settlement with Committee, Prepetition Lenders

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, the Debtors, the Committee and the Prepetition Lenders have agreed to compromise and settle certain claims to facilitate the Debtors' reorganization, subject to the occurrence of the Effective Date. On the Effective Date, a settlement fund ("Settlement Fund") shall be established in the amount of \$1,350,000, from the proceeds of the Collateral securing the Prepetition Facilities Claims. The Settlement Fund shall be held by the Reorganized Debtors and distributed in accordance with this Section. All final requests for compensation of fees and expenses incurred by the Committee's Bankruptcy Court-appointed professionals shall be filed in accordance with Section 12.01(d) of this Plan and shall be paid, if and to the extent Allowed, as follows: (a) fees and expenses incurred from the Committee's appointment on July 8, 2008 through August 29, 2008, shall be paid by the Reorganized Debtors upon becoming Allowed Claims; and (b) fees and expenses incurred thereafter through the Effective Date shall be paid out of the Settlement Fund, upon becoming Allowed Claims, prior to any distribution of the Settlement Fund to Holders of Class 5 Claims. Subject to the occurrence of the Effective Date, (x) the Committee agrees, effective as of August 29, 2008, not to commence any "Challenge" pursuant to paragraph 39(b) of the Final DIP Order, *provided* that the deadline for the Committee to commence a Challenge is hereby tolled to and including the date that is twenty (20) days after (i) withdrawal of the Plan by the Debtors, (ii) any amendment or modification to the Plan that, without the consent of the Committee, materially and adversely affects the recoveries of Holders of Allowed Class 5 Claims under Section 3.04(b) of the Plan, or (iii) entry of a Final Order denying confirmation of the Plan, and *provided further* that, upon the Effective Date, the Committee shall be deemed to have waived and forever released any right to commence a Challenge; (y) the Debtors, on behalf of themselves and the Estates, hereby waive all potential avoidance claims under chapter 5 of the Bankruptcy Code or applicable non-bankruptcy law; and (z) the Holders of Class 2 Claims waive any rights they may have to assert unsecured deficiency claims under section 506(a)(1) of the Bankruptcy Code in connection with the Prepetition Facilities Claims.

Section 11.03 Settlement with Liberty Mutual

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, the Debtors and Liberty Mutual have agreed to compromise and settle certain claims asserted by Liberty Mutual. On the terms and conditions of the Liberty Stipulation, which is hereby incorporated by reference and made part

of the Plan, the Debtors and Liberty Mutual have agreed that Liberty Mutual shall be Allowed (a) an Administrative Claim in the amount of \$2,100,000, which shall be paid by the Reorganized Debtors within 10 days after the Effective Date, and (b) a General Unsecured Claim in the amount of \$15,900,000, which shall be classified and treated under the Plan in Class 5. All other claims asserted by or on behalf of, or scheduled for, Liberty Mutual are disallowed and expunged from the record in these chapter 11 cases, as set forth in the Liberty Stipulation. Notwithstanding anything to the contrary in this Plan or any previous order of the Court, Liberty Mutual shall not be required to file a proof of claim in these cases.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

Section 12.01 Bar Dates For Certain Claims

(a) *Administrative Claims; Substantial Contribution Claims*

The Confirmation Order will establish an Administrative Claims Bar Date for filing of all Administrative Claims, including Substantial Contribution Claims (but not including Professional Fee Claims or claims for the expenses of the members of the Committee), which date will be 45 days after the Effective Date. Holders of asserted Administrative Claims, other than Professional Fee Claims, claims for U.S. Trustee fees under 28 U.S.C. §1930, administrative tax claims and administrative ordinary case liabilities, must submit proofs of Administrative Claim on or before such Administrative Claims Bar Date or forever be barred from doing so. A notice prepared by the Reorganized Debtors will set forth such date and constitute notice of this Administrative Claims Bar Date. The Debtors or Reorganized Debtors, as the case may be, shall have 45 days (or such longer period as may be allowed by order of the Bankruptcy Court) following the Administrative Claims Bar Date to review and object to such Administrative Claims before a hearing for determination of allowance of such Administrative Claims.

(b) *Administrative Ordinary Course Liabilities*

Holders of Administrative Claims that are based on liabilities incurred in the ordinary course of the Debtors' businesses (other than Claims of governmental units for taxes (and for interest and/or penalties related to such taxes)) shall not be required to file any request for payment of such Claims. Such Administrative Claims, unless objected to by the Debtors, shall be assumed and paid by the Debtors, in Cash, pursuant to the terms and conditions of the particular transaction giving rise to such Administrative Claim. For the avoidance of doubt, Holders of Administrative Claims pursuant to section 503(b)(9) of the Bankruptcy Code **shall be required** to file a proof of Administrative Claim or before the Administrative Claims Bar Date.

(c) *Administrative Tax Claims*

All requests for payment of Administrative Claims by a governmental unit for taxes (and for interest and/or penalties related to such taxes) for any tax year or period, all or any portion of which occurs or falls within the period from and including the Petition Date through and including the Effective Date, and for which no bar date has otherwise been previously established, must be filed and served on the Reorganized Debtors and any other party specifically requesting a copy in writing on or before the later of (a) thirty (30) days following the Effective Date; and (b) one hundred and twenty (120) days following the filing of the tax return for such taxes for such tax year or period with the applicable governmental unit. Any Holder of any such Claim that is required to file a request for payment of such taxes and does not file and properly serve such a claim by the applicable bar date shall be forever barred from asserting any such claim against the Debtors, the Reorganized Debtors or their property, regardless

of whether any such Claim is deemed to arise prior to, on, or subsequent to the Effective Date. Any interested party desiring to object to an Administrative Claim for taxes must file and serve its objection on counsel to the Debtors and the relevant taxing authority no later than ninety (90) days after the taxing authority files and serves its application.

(d) Professional Fee Claims

All final requests for compensation or reimbursement of Professional Fees pursuant to sections 327, 328, 330, 331, 363, 503(b) or 1103 of the Bankruptcy Code for services rendered to or on behalf of the Debtors or the Committee (if one has been appointed) prior to the Effective Date (other than Substantial Contribution Claims under section 503(b)(4) of the Bankruptcy Code) must be filed and served on the Reorganized Debtors and their counsel no later than 45 days after the Effective Date, unless otherwise ordered by the Bankruptcy Court. Objections to applications of such Professionals or other entities for compensation or reimbursement of expenses must be filed and served on the Reorganized Debtors and their counsel and the requesting Professional or other entity no later than 45 days (or such longer period as may be allowed by order of the Bankruptcy Court) after the date on which the applicable application for compensation or reimbursement was served.

Section 12.02 Payment Of Statutory Fees

On or before the Effective Date, the Debtors shall have paid in full, in Cash (including by check or wire transfer), in U.S. dollars, all fees payable pursuant to section 1930 of title 28 of the United States Code, in the amount determined by the Bankruptcy Court at the Confirmation Hearing.

Section 12.03 Severability Of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

Section 12.04 Successors And Assigns

The rights, benefits and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

Section 12.05 Discharge Of The Debtors

All consideration distributed under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims of any nature whatsoever against the Debtors or any of their assets or properties, and, except as otherwise provided herein or in the Confirmation Order, and regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, upon the Effective Date, (a) the Debtors, shall be deemed discharged and released under section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims, including, but not limited to, demands and liabilities that arose before the

Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (i) a proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code, (ii) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code, or (iii) the Holder of a Claim based upon such debt accepted the Plan; and (b) all Interests and other rights of the equity security holders in the Debtors shall be terminated. The Confirmation Order shall be a judicial determination of discharge of all liabilities of the Debtors, subject to the Effective Date occurring.

Section 12.06 Exculpation And Limitation Of Liability

None of the Debtors, Reorganized Debtors, Prepetition Agents, Prepetition Lenders, DIP Agent, DIP Lenders, Exit Agents, Exit Lenders, the Committee or its members (solely in their capacity as members of the Committee), or the respective present or former members, managers, equity holders, partners, officers, directors, employees, advisors, attorneys, or agents of any of the foregoing, shall have or incur any liability to any Holder of a Claim or an Interest, or any other party in interest, or any of the respective agents, employees, representatives, financial advisors, attorneys, or affiliates of any of the foregoing, or the successors or assigns of any of the foregoing, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases and the commencement thereof, negotiation of the Disclosure Statement or the Plan, the solicitation of acceptances of the Plan, the 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 their gross negligence, willful misconduct, intentional fraud or criminal conduct, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

Notwithstanding any other provision of this Plan, no Holder of a Claim or Interest, no other party in interest, none of their respective agents, employees, representatives, financial advisors, attorneys, or affiliates, and no successors or assigns of the foregoing, shall have any right of action against the Reorganized Debtors, Estates, Prepetition Agents, Prepetition Lenders, DIP Agent, DIP Lenders, Exit Agents, Exit Lenders, the Committee or its members (solely in their capacity as members of the Committee), or the respective present or former members, managers, equity holders, partners, officers, directors, employees, advisors, attorneys, or agents of any of the foregoing, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases including the commencement thereof, the solicitation of acceptances of the Plan, the 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 their gross negligence, willful misconduct, intentional fraud, or criminal conduct.

The foregoing exculpation and limitation on liability shall not limit, abridge, or otherwise affect the rights, if any, of the Reorganized Debtors to enforce or settle the Litigation Claims.

As set forth in Section 11.02 of the Plan, subject to the occurrence of the Effective Date, the Committee agrees, effective as of August 29, 2008, not to commence any "Challenge" pursuant to paragraph 39(b) of the Final DIP Order, *provided* that the deadline for the Committee to commence a Challenge is tolled to and including the date that is twenty (20) days after (i) withdrawal of the Plan by the Debtors, (ii) any amendment or modification to the Plan that, without the consent of the Committee, materially and adversely affects the recoveries of Holders of Allowed Class 5 Claims under Section 3.04(b) of the Plan, or (iii) entry of a Final Order denying confirmation of the Plan, and *provided further* that, upon the Effective Date, the Committee shall be deemed to have waived and forever released any right to commence a Challenge.

Section 12.07 Permanent Injunction

Except as otherwise expressly provided in the Plan or the Confirmation Order, all entities who have held, hold or may hold Claims against, or Interests in, the Debtors will be permanently enjoined, on and after the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim or Interest, (ii) the enforcement, attachment, collection, or recovery by any manner or means of judgment, award, decree or order against the Debtors on account of any such Claim or Interest, (iii) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors or against the property or interests in property of the Debtors on account of any such Claim or Interest, and (iv) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtors or against the property or interests in property of the Debtors on account of any such Claim or Interest. The foregoing injunction will extend to successors of the Debtors (including, without limitation, the Reorganized Debtors) and their respective properties and interests in property.

Section 12.08 Releases by the Debtors

As of the Effective Date, for good and valuable consideration (including the contributions of such released parties to the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan), the adequacy of which is hereby confirmed, the Debtors, the Reorganized Debtors and any successors shall be deemed, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities whatsoever (other than the rights of the Debtors and Reorganized Debtors and any successors to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents assumed, passed through or delivered in connection with the Plan), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, Reorganized Debtors or any successors or their property, the Chapter 11 Cases (including the commencement thereof), the Plan, the solicitation of acceptances of the Plan, the Disclosure Statement, the Prepetition Agents, the Prepetition Lenders, the DIP Agent, the DIP Lenders, the Exit Agents or the Exit Lenders, that could have been asserted by or on behalf of the Debtors, the Estates or the Reorganized Debtors against the Prepetition Agents, the Prepetition Lenders, the DIP Agent, the DIP Lenders, the Exit Agents, the Exit Lenders, the Committee or the Committee's members (solely in their capacity as members of the Committee), and any successors or their property, and each of the members, managers, directors, officers, employees, agents, financial advisors, representatives, affiliates, attorneys and professionals of any of the foregoing as of the Effective Date; *provided, however*, that nothing in this Section shall operate as a waiver or release of any claim or cause of action arising out of (a) any express contractual obligation owing by any such manager, member, director, officer, or employee, agent, financial advisor, representative, affiliate, attorney or professional, or (b) the willful misconduct, gross negligence, intentional fraud or criminal conduct of any such manager, member, director, officer, or employee, agent, financial advisor, representative, affiliate or professional.

Section 12.09 Releases by Holders of Claims and Interests

Effective as of the Confirmation Date, but subject to the occurrence of the Effective Date, for good and valuable consideration (including but not limited to the settlement embodied in

Section 11.02 of the Plan, the waiver of avoidance claims under chapter 5 of the Bankruptcy Code or applicable non-bankruptcy law, and the distributions provided pursuant to the Plan), the adequacy of which is hereby confirmed, each of the Committee's members, each Holder of a Claim (including a Prepetition Facilities Claim, a Prepetition Advance Claim and a DIP Facility Claim) or Interest that votes in favor of the Plan (or is deemed to accept the Plan), and, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Holder of a Claim or Interest that does not vote to accept the Plan, shall be deemed to unconditionally, forever release, waive and discharge all Claims, Interests, suits, judgments, damages, demands, debts, rights, causes of action and liabilities whatsoever (other than the rights to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents assumed, passed through or delivered in connection with such Plan), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganized Debtors and any successors, the recapitalization and restructuring efforts undertaken by the Debtors, the Chapter 11 Cases (including the commencement thereof), the Plan, the solicitation of acceptances of the Plan, the Disclosure Statement, the Prepetition Agents, the Prepetition Lenders, the DIP Agent, the DIP Lenders, the Exit Agents or the Exit Lenders against (i) the Debtors, the Reorganized Debtors and any successors, (ii) the Debtors' present managers, members, directors, officers, employees, agents, financial advisors, attorneys and professionals, (iii) the Debtors' former managers, members, directors, officers, employees, agents, financial advisors, attorneys and professionals who served in such capacity at any time after December 31, 2007, (iv) the Prepetition Agents and their successors and assigns, directors, officers, employees, agents, financial advisors, attorneys, professionals and other advisors, (v) the Prepetition Lenders and each of their successors and assigns, directors, officers, employees, agents, financial advisors, attorneys, professionals and other advisors, (vi) the DIP Agent and its successors and assigns, directors, officers, employees, agents, financial advisors, attorneys, professionals and other advisors, (vii) the DIP Lenders and their successors and assigns, directors, officers, employees, agents, financial advisors, attorneys, professionals and other advisors, (viii) the Exit Agents and their successors and assigns, directors, officers, employees, agents, financial advisors, attorneys, professionals and other advisors, (ix) the Exit Lenders and their successors and assigns, directors, officers, employees, agents, financial advisors, attorneys, professionals and other advisors, and (x) the Committee, its members (solely in their capacity as members of the Committee), and its agents, financial advisors, attorneys, professionals and other advisors; *provided, however*, that nothing in this Section shall operate as a waiver or release of any claim or cause of action arising out of (a) any express contractual obligation owing by any such manager, member, director, officer, or employee, agent, financial advisor, representative, affiliate, attorney or professional, or (b) the willful misconduct, gross negligence, intentional fraud or criminal conduct of any such manager, member, director, officer, or employee, agent, financial advisor, representative, affiliate or professional.

Section 12.10 Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

Section 12.11 Binding Effect

The Plan shall be binding upon and inure to the benefit of the Debtors, all present and former Holders of Claims against and Interests in the Debtors, their respective successors and assigns, including, but not limited to, the Reorganized Debtors, and all other parties-in-interest in these Chapter 11 Cases.

Section 12.12 Plan Supplement

Any and all exhibits, lists, or schedules not filed with the Plan shall be contained in the Plan Supplement and filed with the Clerk of the Bankruptcy Court not later than twenty (20) days prior to the Plan Voting Deadline. Upon filing with the Bankruptcy Court, the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours or on its website (<http://www.deb.uscourts.gov>). In addition, the Plan Supplement will be made available for inspection and printing at no charge at the internet site address (<http://cases.administarllc.com/JHTHolding>). Holders of Claims or Interests may also obtain a copy of the Plan Supplement upon written request to the Debtors.

Section 12.13 Notices

Any notice, request, or demand required or permitted to be made or provided under the Plan to or upon the Debtors, Reorganized Debtors or the Agent shall be (i) in writing, (ii) served by (a) certified mail, return receipt requested, (b) hand delivery, (c) overnight delivery service, (d) first class mail, or (e) facsimile transmission, and (iii) deemed to have been duly given or made when actually delivered or, in the case of facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Debtors or Reorganized Debtors:

Christopher Reehl
JHT Holdings, Inc.
10801 Corporate Drive
P.O. Box 581025
Pleasant Prairie, WI 53158
facsimile: (262) 564-4713
creehl@jthholdings.com

with a copy to:

Michael B. Solow
D. Tyler Nurnberg
Heath D. Rosenblat
Andrea J. Frost
Kaye Scholer LLC
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telephone: (312) 583-2300
facsimile:(312) 583-2360
msolow@kayescholer.com
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and

David B. Stratton
Evelyn J. Meltzer
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Hercules Plaza, suite 5100
1313 Market Street
P.O. Box 1709
Wilmington, DE 19899-1709
telephone: (302) 777-6500
facsimile: (302) 421-8390
strattond@pepperlaw.com
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If to the Agent:

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401 Merrit 7
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Attn: Joseph Catarina
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and

General Electric Capital Corporation
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with a copy to:

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and

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If to the Committee:

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If to the Exit Revolving Lenders:

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Section 12.14 Term Of Injunctions Or Stay

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

Section 12.15 Setoffs

Except as otherwise expressly provided for in the Plan, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim or Interest, each Reorganized Debtor may setoff against any Allowed Claim (other than an Allowed Claim in Class 1, 2 or 3 or a DIP Facility Claim) or Interest and the distributions to be made pursuant to the Plan on account of such Allowed Claim or Interest (before such distribution is made), any Claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim or Interest, to the extent such Claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided, however*, that neither the failure to effect such a setoff nor the allowance of any Claim or Interest pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of

Action that such Reorganized Debtor may possess against such Holder. In no event shall any Holder of Claims or Interests be entitled to setoff any Claim or Interest against any Claim, right, or Cause of Action of the Debtor or Reorganized Debtor, as applicable, **unless such holder has filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date**, and notwithstanding any indication in any Proof of Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise.

Section 12.16 Recoupment

In no event shall any Holder of Claims or Interests be entitled to recoup any Claim or Interest against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

Section 12.17 Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor and its successors and assigns.

Section 12.18 Hart-Scott-Rodino Compliance

Any shares of New Stock to be distributed under the provisions of the Plan to any entity required to file a Premerger Notification and Report Form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall not be distributed until the notification and waiting periods applicable under such Act to such entity shall have expired or been terminated.

Section 12.19 Dissolution of Committee

On the Effective Date, the Committee shall dissolve and the members of the Committee shall be released and discharged from all authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Cases.

Section 12.20 No Admissions

Notwithstanding anything herein to the contrary, nothing in the Plan shall be deemed as an admission by the Debtors with respect to any matter set forth herein, including liability on any Claim.

Section 12.21 Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof, shall govern the construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control) as well as corporate

governance matters with respect to the Debtors; *provided, however*, that corporate governance matters relating to the Debtors or Reorganized Debtors, as applicable, not organized under Delaware law shall be governed by the laws of the state of organization of such Debtor or Reorganized Debtor.

ARTICLE XIII.

CONFIRMATION REQUEST

The Debtors request Confirmation of the Plan under section 1129 of the Bankruptcy Code. If any Impaired Class does not accept the Plan pursuant to section 1126 of the Bankruptcy Code, the Debtors request Confirmation pursuant to section 1129(b) of the Bankruptcy Code. In that event, the Debtors reserve the right to modify the Plan to the extent (if any) that Confirmation of the Plan under section 1129(b) of the Bankruptcy Code requires modification.

Dated: Wilmington, Delaware
October 6, 2008

JHT HOLDINGS, INC., on Behalf
of Itself and the Other Debtors

By: _____
Name: Christopher H. Reehl
Title: Chief Financial Officer

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