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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

JAMES RIVER COAL COMPANY, *et al.*,

Debtors.¹

Chapter 11

Case No. 14-31848 (KRH):

(Jointly Administered)

**SECOND AMENDED PLAN OF LIQUIDATION PURSUANT TO CHAPTER 11
OF THE BANKRUPTCY CODE PROPOSED BY THE DEBTORS**

Dated: March 8, 2016

¹ The Debtors, along with the last four digits of each Debtor's federal tax identification number, are listed on Schedule 1 attached hereto.

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TABLE OF EXHIBITS²

<u>Schedule</u>	<u>Title</u>
1	Debtor Entities
2	Debtor Groups
<u>Exhibit</u>	<u>Title</u>
A	Plan Administrator Agreement

² To the extent that the following Exhibits are not attached to the Plan, such Exhibits will be filed with the Bankruptcy Court in Plan Supplement(s) filed on or before the Plan Supplement Filing Date.

INTRODUCTION³

The debtors and debtors-in-possession in the above-captioned Chapter 11 Cases propose the following plan of liquidation. The Plan contemplates the liquidation of the Debtors and the resolution of outstanding Claims against and Interests in the Debtors pursuant to section 1121(a) of the Bankruptcy Code. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

For a discussion of the Debtors' history, businesses, properties, operations, the Chapter 11 Cases, risk factors, a summary of the Plan and certain other related matters, reference is hereby made to the Disclosure Statement that is being distributed herewith. In the event of any inconsistencies between the Plan and the Disclosure Statement, the terms and provisions of the Plan shall control.

All Holders of Claims that are eligible to vote on the Plan are encouraged to read the Plan and the Disclosure Statement in their entirety before voting to accept or reject the Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019 and Section 13.1 of the Plan, the Debtors reserve the right to alter, amend, modify (one or more times), revoke or withdraw the Plan prior to its substantial consummation.

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

1.1 Rules of Construction

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

1.2 Definitions

"3.125% Convertible Senior Notes Indenture" means that certain Indenture, dated as of March 29, 2011 between James River and U.S. Bank National Association, as Indenture Trustee, as the same may be amended, supplemented, revised or modified from time to time.

"4.50% Convertible Senior Notes Indenture" means that certain Indenture, dated as of November 20, 2009 between James River and U.S. Bank National Association, as Indenture Trustee, as the same may be amended, supplemented, revised or modified from time to time.

³ Capitalized terms used in this Introduction shall have the meanings ascribed to such terms in Article I hereof.

“7.875% Senior Notes” means those certain 7.875% Senior Unsecured Notes due 2019 issued in the aggregate principal amount of \$275 million pursuant to the 7.875% Senior Notes Indenture.

“7.875% Senior Notes Indenture” means that certain Indenture, dated as of March 29, 2011 between James River and U.S. Bank National Association, as Indenture Trustee, and substantially all of the Subsidiary Debtors as guarantors, as the same may be amended, supplemented, revised or modified from time to time.

“7.875% Senior Notes Parent Claim” means a Claim asserted against James River by a holder of, and on account of, a 7.875% Senior Note.

“7.875% Senior Notes Guarantee Claim” means a Claim asserted against a Subsidiary Debtor by a holder of, and on account of, a 7.875% Senior Note.

“10.00% Convertible Senior Notes” means those certain 10.00% Convertible Senior Unsecured Notes due 2018 issued in the aggregate principal amount of \$142.5 million pursuant to the 10.00% Convertible Senior Notes Indenture.

“10.00% Convertible Senior Notes Indenture” means that certain Indenture, dated as of May 22, 2013 between James River and U.S. Bank National Association, as Indenture Trustee, and substantially all of the Subsidiary Debtors as guarantors, as the same may be amended, supplemented, revised or modified from time to time.

“10.00% Convertible Senior Notes Parent Claim” means a Claim asserted against James River by a holder of, and on account of, a 10.00% Convertible Senior Note.

“10.00% Convertible Senior Notes Guarantee Claim” means a Claim asserted against a Subsidiary Debtor by a holder of, and on account of, a 10.00% Convertible Senior Note.

“Adjustment Distribution” has the meaning given to such term in Section 8.4(b)(iii) hereof.

“Administrative Claim” means a Claim for payment of an administrative expense of a kind specified in section 503(b) or 1114(e)(2) of the Bankruptcy Code and entitled to priority in payment under section 507(a)(2) or 507(b) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries or commissions for services and payments for goods and other services and leased premises) and Claims by Governmental Units for Taxes accruing after the Petition Date (but excluding Claims related to Taxes accruing on or before the Petition Date); (b) Professional Fee Claims; (c) all fees and charges assessed against the Estates under 28 U.S.C. § 1930; and (d) obligations designated as Administrative Claims pursuant to an order of the Bankruptcy Court.

“Administrative Claims Bar Date” means the date that falls on the first Business Day that is thirty (30) calendar days after the Effective Date.

“Affiliate” means “affiliate” as defined in section 101(2) of the Bankruptcy Code.

“Allowed” means, when used in reference to a Claim within a particular Class, an Allowed Claim in the specified Class or of a specified type.

“Allowed Claim” means a Claim or any portion thereof (a) that has been allowed by a Final Order of the Bankruptcy Court; (b) that either (x) has been Scheduled as a liquidated, non-contingent and undisputed Claim in an amount greater than zero in the Schedule, or (y) is the subject of a timely filed Proof of Claim and, as to both (x) and (y), either (i) no objection to its allowance has been filed (either by way of objection or amendment to the Schedules) on or before the Claims Objection Deadline (as may be extended) or the expiration of such other applicable period fixed by the Bankruptcy Court or (ii) any objection to its allowance has been settled, waived through payment or withdrawn, or has been denied by a Final Order; or (c) that is expressly allowed in a liquidated amount (x) in the Plan or (y) after the Effective Date, by the Plan Administrator in writing. For purposes of computing Distributions under the Plan, a Claim that has been deemed “Allowed” shall not include interest, fees, costs or charges on such Claim from and after the Petition Date, except as provided in section 506(b) of the Bankruptcy Code or as otherwise expressly set forth in the Plan. For the avoidance of doubt, Claims allowed solely for the purpose of voting to accept or reject the Plan shall not be considered “Allowed” for any other purpose under the Plan or otherwise, except if and to the extent otherwise determined to be Allowed as provided herein.

“Avoidance Actions” means any and all actual or potential claims and causes of action to avoid a transfer of property or an obligation incurred by any of the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 544, 545, 547, 548, 549, 550, 551, 553(b) and 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes and common law.

“Ballot” means each of the ballot or master ballot forms distributed with the Disclosure Statement to Holders of Impaired Claims entitled to vote under Section 4.4 hereof in connection with the solicitation of acceptances of the Plan.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as such title has been, or may be, amended from time to time, to the extent that any such amendment is applicable to these Chapter 11 Cases.

“Bankruptcy Court” means the United States Bankruptcy Court with jurisdiction over the Chapter 11 Cases, and, with respect to withdrawal of any reference under section 157 of title 28 of the United States Code and/or order of a district court pursuant to section 157(a) of title 28 of the United States Code, the United States District Court for the Eastern District of Virginia.

“Bankruptcy Court’s Website” means <https://www.vaeb.uscourts.gov>.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, the Official Bankruptcy Forms and the Local Rules, as each has been, or may be, amended from time to time, to the extent that any such amendment is applicable to these Chapter 11 Cases.

“Bar Date” means, with respect to any particular Claim, the specific date set by the Bankruptcy Court as the last day for Filing Proofs of Claim against the Debtors or requests in these Chapter 11 Cases for that specific Claim.

“Bar Date Order” means the *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [ECF No. 479].

“Books and Records” means any and all books and records of the Debtors, including computer generated or computer maintained books and records and computer data, as well as electronically generated or maintained books and records or data, along with books and records of any Debtor maintained by or in the possession of third parties, wherever located.

“Business Day” means any day, other than a Saturday, Sunday, a legal holiday (as that term is defined in Bankruptcy Rule 9006(a)) or any other day on which banking institutions in either New York, New York or Richmond, Virginia are required or authorized to close by law or executive order.

“Case Management Order” means, before the Effective Date, the *Order Establishing Certain Notice, Case Management and Administrative Procedures* [ECF No. 77], and, on and after the Effective Date, such order as modified by Section 13.15 hereof.

“Cash” means legal tender of the United States of America or equivalents thereof, including, without limitation, payment in such tender by check, wire transfer or any other customary payment method.

“Cause of Action” means, without limitation, any and all actions, proceedings, causes of action, controversies, liabilities, obligations, rights, rights of setoff, recoupment rights, suits, damages, judgments, accounts, defenses, offsets, powers, privileges, licenses, franchises, Avoidance Actions, Claims, including alter-ego claims and claims under chapter 5 of the Bankruptcy Code as well as any claims or rights created pursuant to sections 301 and 541 of the Bankruptcy Code upon the commencement of the Petition Date, counterclaims, cross-claims, affirmative defenses and demands of any kind or character whatsoever, whether known or unknown, asserted or unasserted, reduced to judgment or otherwise, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in contract or in tort, in law, in equity or otherwise in any court, tribunal, forum or proceeding, under any local, state, federal, foreign, statutory, regulatory or other law or rule, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.

“Chapter 11 Cases” means the chapter 11 cases commenced by the Debtors on the Petition Date and jointly administered under case number 14-31848 (KRH) in the Bankruptcy Court.

“Claim” means a “claim”, as defined in section 101(5) of the Bankruptcy Code.

“Claims Agent” means Epiq Bankruptcy Solutions, LLC, or any successor thereto.

“Claims Objection Deadline” means the last day for filing objections to Claims (other than Disallowed Claims for which no objection is required), which shall be 11:59 p.m. (prevailing Eastern Time) on the 365th calendar day after the Effective Date, subject to further extensions and/or exceptions as may be ordered by the Bankruptcy Court.

“Claims Objection Procedures Order” means the *Order Establishing Procedures for Claims Objections* [ECF No. 1415].

“Class” means each category or group of Holders of Claims or Interests that has been designated as a class in Article III of the Plan.

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

“Committee” means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as constituted from time to time.

“Confirmation” means confirmation of the Plan pursuant to section 1122(a) of the Bankruptcy Code.

“Confirmation Date” means the date of entry of the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

“Confirmation Hearing” means the hearing(s) before the Bankruptcy Court to consider confirmation of the Plan and related matters pursuant to section 1128 of the Bankruptcy Code, as such hearing(s) may be adjourned or continued from time to time.

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

“Consummation” means the occurrence of the Effective Date.

“Contingent” means, when used in reference to a Claim, any Claim, the liability for which attaches or is dependent upon the occurrence or happening of, or is triggered by, an event that has not yet occurred as of the date on which such Claim is sought to be estimated or on which an objection to such Claim is filed, whether or not such event is within the actual or presumed contemplation of the holder of such Claim and whether or not a relationship between the holder of such Claim and the applicable Debtor now or hereafter exists or previously existed.

“Cure” means a distribution of Cash, or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, following the Effective Date and in the ordinary course of business, with respect to the assumption or assumption and assignment of an Executory Contract or Unexpired Lease, pursuant to section 365(b) of the Bankruptcy Code, in an amount equal to all unpaid monetary obligations, without interest, or such other amount as may be determined by Final Order or otherwise agreed upon by the parties under such Executory Contract or Unexpired Lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable bankruptcy law.

“Debtor-Weighted” means (a) with respect to an Allowed 7.875% Senior Notes Parent Claim or an Allowed PBGC Parent Claim, the amount of such claim multiplied by 7.601; (b) with respect to an Allowed 10.00% Convertible Senior Notes Parent Claim, the amount of

such claim multiplied by 3.5; (c) with respect to an Allowed General Unsecured Claim against a Group 1 Debtor, the amount of such claim multiplied by 2; and (d) with respect to an Allowed General Unsecured Claim against a Group 2 Debtor, the amount of such claim multiplied by 1.

“Debtors” means, together, the entities set forth on Schedule 1 of the Plan. To the extent that the context requires any reference to the Debtors after the Effective Date, Debtors shall mean the Liquidating Debtors.

“Debtors’ Case Information Website” means <http://dm.epiq11.com/JamesRiverCoal>.

“DIP Agent” means Cantor Fitzgerald Securities, solely in its capacities as administrative agent and collateral agent under the DIP Facility.

“DIP Arranger” means Deutsche Bank Securities Inc., solely in its capacities as sole arranger and bookrunner under the DIP Facility.

“DIP Facility” means that certain Superpriority Debtor-in-Possession Credit Agreement, dated as of April 7, 2014, among, *inter alia*, James River as Borrower, the lenders party thereto from time to time and the DIP Agent, as approved by the Bankruptcy Court, including any amendments, restatements, modifications or extensions thereof.

“DIP Lender” means any lender under the DIP Facility.

“Disallowed” means (with reference to a Claim) any Claim, or any portion thereof, that (a) has been disallowed by a Final Order; (b) is Scheduled at zero or as contingent, disputed or unliquidated and as to which no Proof of Claim has been filed by the Bar Date or deemed timely filed with the Bankruptcy Court pursuant to the Bankruptcy Code, any Final Order or under applicable law; (c) is not Scheduled, and as to which (i) no Proof of Claim has been filed by the Bar Date or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order or under applicable law; or (d) after the Effective Date, has been disallowed in a written agreement by and between the Plan Administrator and the Holder of such Claim.

“Disbursing Agent” means the Plan Administrator or any Person or Entity designated or retained by the Plan Administrator, in consultation with the Committee, without the need for any further order of the Bankruptcy Court, to serve as disbursing agent for Claims; provided that the Indenture Trustee shall be the Disbursing Agent for Allowed Notes Claims.

“Disclosure Statement” means the written disclosure statement (including all exhibits and schedules thereto) that relates to the Plan, as the same may be amended, supplemented, revised or modified from time to time, in each case, as approved by the Bankruptcy Court pursuant to the Disclosure Statement Approval Order.

“Disclosure Statement Approval Order” means the order approving, among other things, the adequacy of the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code entered by the Bankruptcy Court on January 27, 2016, together with any supplemental order(s) that may be entered by the Bankruptcy Court in connection therewith.

“Disputed” means, when used in reference to a Claim, a Claim, or any portion thereof, that is neither an Allowed Claim nor a Disallowed Claim.

“Disputed Claim Amount” means (a) if a liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim, (i) the liquidated amount set forth in the Proof of Claim relating to a Disputed Claim; (ii) an amount agreed to by the Debtors or the Plan Administrator, as applicable, and the Holder of such Disputed Claim; or (iii) if a request for estimation is filed by any party, the amount at which such Claim is estimated by the Bankruptcy Court; (b) if no liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim, (i) an amount agreed to by the Debtors or the Plan Administrator, as applicable, and the Holder of such Disputed Claim; or (ii) the amount estimated by the Bankruptcy Court with respect to such Disputed Claim; or (c) if the Claim is a Disallowed Claim, zero.

“Disputed Claims Reserve” has the meaning ascribed to such term in Section 8.4(b) hereof.

“Distribution” means the distributions to be made by the Disbursing Agent in accordance with the Plan of, as the case may be: (a) Cash or (b) any other consideration or residual value distributed to Holders of Allowed Claims under the terms and provisions of the Plan.

“Distribution Record Date” means the record date for the purpose of determining Holders of Allowed Claims entitled to receive Distributions under the Plan on account of Allowed Claims, which date shall be the Confirmation Date or such other date designated in the Confirmation Order or any subsequent Bankruptcy Court order.

“DTC” means The Depository Trust Company.

“Effective Date” means the Business Day selected by the Debtors that is (i) on or after the Confirmation Date and on which date no stay of the Confirmation Order is in effect and (ii) on or after the date on which the conditions to effectiveness of the Plan specified in Section 10.2 hereof have been satisfied or waived in accordance with Section 10.3 hereof.

“Entity” has the meaning ascribed to such term in section 101(15) of the Bankruptcy Code.

“ERISA” means the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.

“Estate(s)” means, individually, the estate of any Debtor in these Chapter 11 Cases and, together, the estates of the Debtors created under section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Cases on the Petition Date.

“Executory Contract” means a contract to which a Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“Exhibit” means an exhibit either attached to the Plan or attached as an appendix to the Disclosure Statement.

“File,” “Filed” or “Filing” means, respectively, file, filed or filing with the Bankruptcy Court or its authorized designee in these Chapter 11 Cases.

“Final Fee Applications” has the meaning ascribed to such term in Section 7.1(a) hereof.

“Final Order” means an order of the Bankruptcy Court (x) as to which the time to appeal, petition for certiorari, or move for reargument, rehearing or new trial has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument, rehearing or new trial shall then be pending; (y) as to which any right to appeal, petition for certiorari, reargue, rehear or retry shall have been waived in writing; or (z) in the event that an appeal, writ of certiorari, reargument, rehearing or new trial has been sought, as to which (i) such order of the Bankruptcy Court shall have been affirmed by the highest court to which such order is appealed, (ii) certiorari has been denied as to such order or (iii) reargument or rehearing or new trial from such order shall have been denied, and the time to take any further appeal, petition for certiorari or move for reargument, rehearing or new trial shall have expired without such actions having been taken; provided that the fact that a petition for reargument or rehearing could be filed, after the applicable deadline for commencing an appeal, shall not prevent an order from being a Final Order if no such petition has been filed.

“General Unsecured Claim” means any prepetition Claim against any or all of the Debtors that is not an Administrative Claim, Priority Tax Claim, Other Priority Claim, Intercompany Claim, Guaranteed Notes Claim, PBGC Claim or Subordinated Claim, including any unsecured claim under section 506(a)(1) of the Bankruptcy Code and any Non-guaranteed Notes Claim.

“Governmental Unit” has the meaning ascribed to such term in section 101(27) of the Bankruptcy Code.

“Group 1 Debtors” means each of the entities listed as a Group 1 Debtor in Schedule 2 of the Plan.

“Group 2 Debtors” means each of the entities listed as a Group 2 Debtor in Schedule 2 of the Plan.

“Guaranteed Notes Claims” means, collectively, 7.875% Senior Notes Parent Claims, 7.875% Senior Notes Guarantee Claims, 10.00% Convertible Senior Notes Parent Claims and 10.00% Convertible Senior Notes Guarantee Claims.

“Holder” means a holder of a Claim against a Debtor or Interest in a Debtor, as applicable.

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

“Impaired Class” means a Class of Claims or Interests that is Impaired.

“Indemnified Parties” has the meaning ascribed to such term in Section 5.4(e) hereof.

“Indentures” means, collectively, the 4.50% Convertible Senior Notes Indenture, the 3.125% Convertible Senior Notes Indenture, the 7.875% Senior Notes Indenture and the 10.00% Convertible Senior Notes Indenture.

“Indenture Trustee” means U.S. Bank National Association, in each case, solely in its capacity as indenture trustee under each of the Indentures.

“Indenture Trustee Charging Lien” means any Lien or other priority in payment arising prior to the Effective Date to which the Indenture Trustee is entitled pursuant to the Indentures against Distributions to be made to Holders of Allowed Notes Claims for payment of any Indenture Trustee Fee.

“Indenture Trustee Fee” means the reasonable compensation, fees, expenses, disbursements and indemnity claims, including, without limitation, attorneys’ and agents’ fees, expenses and disbursements, incurred by the Indenture Trustee, whether prior to or after the Petition Date and whether prior to or after the consummation of the Plan, in each case, solely as provided for in or pursuant to the applicable Indenture.

“Initial Distribution Date” means a day selected by the Liquidating Debtors or the Plan Administrator, as applicable, in their sole discretion, that is as soon as reasonably practicable after the Effective Date, on which the initial Distributions are made to Holders of Allowed Claims.

“Insider” has the meaning ascribed to such term in section 101(31) of the Bankruptcy Code.

“Insured Claim” means any Claim, other than a Subordinated Claim, or portion of a Claim that is insured under the Debtors’ insurance policies, but only to the extent of such coverage.

“Intercompany Claim” means any Claim, if any, held by a Debtor against another Debtor, including, without limitation: (i) any account reflecting intercompany book entries by a Debtor with respect to another Debtor, (ii) any Claim not reflected in such book entries that is held by a Debtor against another Debtor and (iii) any derivative Claim asserted by or on behalf of one Debtor against another Debtor.

“Intercompany Interest” means an Interest in a Debtor held by another Debtor.

“Interest” means the legal interest, equitable interest, contractual interest, equity interest or ownership interest, or other right of any Person in the Debtors, including all capital stock, stock certificates, common stock, preferred stock, partnership interests, limited liability company or membership interests, rights, treasury stock, options, warrants, contingent warrants, convertible or exchangeable securities, investment securities, subscriptions or other agreements and contractual rights to acquire or obtain such an interest or share in the Debtors, partnership interests in the Debtors’ stock appreciation rights, conversion rights, repurchase rights, redemption rights, dividend rights, preemptive rights, subscription rights and liquidation preferences, puts, calls, awards or commitments of any character whatsoever relating to any such equity, common stock, preferred stock, ownership interests or other shares of capital stock of the

Debtors or obligating the Debtors to issue, transfer or sell any shares of capital stock whether or not certificated, transferable, voting or denominated stock or a similar security.

“Interim Compensation Order” means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Retained Professionals* [ECF No. 247].

“James River” means James River Coal Company.

“Lien” has the meaning ascribed to such term in section 101(37) of the Bankruptcy Code.

“Liquidating Debtors” means the Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

“Liquidating Trust” has the meaning ascribed to such term in Section 5.1(a) hereof.

“Local Rules” means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Eastern District of Virginia.

“Non-guaranteed Notes” means, collectively, those certain 4.50% Convertible Senior Unsecured Notes due 2015 issued in the aggregate principal amount of \$172.5 million pursuant to the 4.50% Convertible Senior Notes Indenture and those certain 3.125% Convertible Senior Unsecured Notes due 2018 issued in the aggregate principal amount of \$230 million pursuant to the 3.125% Convertible Senior Notes Indenture.

“Non-guaranteed Notes Claim” means a Claim asserted against James River by a holder of, and on account of, a Non-guaranteed Note.

“Notes Claims” means, collectively, Non-guaranteed Notes Claims and Guaranteed Notes Claims.

“Merger Date” has the meaning ascribed to such term in Section 5.1(a) hereof.

“Objection(s)” means any objection, application, motion, complaint or any other legal proceeding seeking, in whole or in part, to disallow, determine, liquidate, classify, reclassify or establish the priority, expunge, subordinate or estimate any Claim.

“Official Bankruptcy Forms” means the Official Bankruptcy Forms, prescribed by the Judicial Conference of the United States, the observance and use of which is required pursuant to Bankruptcy Rule 9009, as such forms may be amended, revised or supplemented from time to time.

“Ordinary Course Professionals” means those professionals authorized to be paid by the Debtors pursuant to the *Order Approving Procedures for the Retention and Compensation of Certain Ordinary Course Professionals of the Debtors, Retroactive to the Petition Date* [ECF No. 246].

“Other Priority Claim” means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment pursuant to section 507(a) of the Bankruptcy Code.

“PBGC Claims” means, collectively, PBGC Parent Claims and PBGC Subsidiary Claims.

“PBGC Parent Claim” means a Claim asserted against James River, as set forth in the PBGC Proofs of Claim.

“PBGC Subsidiary Claim” means a Claim asserted against a Subsidiary Debtor, as set forth in the PBGC Proofs of Claim.

“PBGC Proofs of Claim” means, collectively, in each case (i) with reference to the proof of claim number assigned by the Claims Agent and (ii) as filed on or prior to the Bar Date, proof of claim numbers 1274, 1275 and 1276.

“Periodic Distribution Date” means each date selected by the Liquidating Debtors or the Plan Administrator, as applicable, in their sole discretion, for making a Distribution to Holders of Allowed Claims entitled to distribution under the Plan in accordance with the Plan Administrator Agreement, which dates shall be no less frequent than every 180 calendar days since the last Periodic Distribution Date (or, with respect to the first Periodic Distribution Date, 180 days after the Initial Distribution Date) unless the aggregate amount of any such Distributions to be made on any such date, except the Final Distribution Date, is \$50,000.00 or less, or an amount as modified prior to the Effective Date by the Debtors; it being understood that the Liquidating Debtors or the Plan Administrator, as applicable, in their sole discretion, may increase the frequency of Periodic Distribution Dates as circumstances warrant.

“Person” has the meaning ascribed to such term in section 101(41) of the Bankruptcy Code.

“Petition Date” means April 7, 2014, the date on which the Debtors filed their petitions for relief commencing the Chapter 11 Cases.

“Plan” means this chapter 11 plan of liquidation proposed by the Debtors including the Plan Supplement and all exhibits and schedules attached hereto or thereto or otherwise incorporated herein or therein, as any of the foregoing may be altered, amended, modified or supplemented from time to time, including in accordance with its terms and the Bankruptcy Code and the Bankruptcy Rules.

“Plan Administrator” means the Person or Entity designated by the Debtors prior to the Confirmation Date and approved by the Bankruptcy Court pursuant to the Confirmation Order to administer the Plan in accordance with the terms of the Plan and the Plan Administrator Agreement and to take such other actions as may be authorized under the Plan Administrator Agreement, and any successor thereto.

“Plan Administrator Agreement” means the agreement between and among the Debtors and the Plan Administrator, specifying the rights, duties and responsibilities of and to be

performed by the Plan Administrator under the Plan, in substantially the form set forth in Exhibit A.

“Plan Administrator Professionals” means the agents, financial advisors, attorneys, consultants, independent contractors, representatives and other professionals of the Plan Administrator and the Liquidating Debtors (in each case, solely in their capacities as such).

“Plan Supplement” means, collectively, the compilation(s) of documents, agreements, instruments, schedules, exhibits and forms thereof that the Debtors shall file with the Bankruptcy Court on or before the Plan Supplement Filing Date as each such document, agreement, instrument, schedule, exhibit and form thereof may be altered, restated, modified or replaced from time to time, including subsequent to the filing of any such documents.

“Plan Supplement Filing Date” means the date on which the Plan Supplement shall be filed with the Bankruptcy Court, which date shall be at least five (5) calendar days prior to the Voting Deadline or such other date as may be approved by the Bankruptcy Court without further notice to parties in interest.

“Priority Tax Claim” means any Claim (whether secured or unsecured) of a Governmental Unit accorded priority in right of payment under section 507(a)(8) of the Bankruptcy Code or specified under section 502(i) of the Bankruptcy Code.

“Professional” means, other than Ordinary Course Professionals, any professional employed by the Debtors or the Committee in the Chapter 11 Cases pursuant to section 327, 328 or 1103 of the Bankruptcy Code.

“Professional Fee Claim” means an Administrative Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses or other charges and disbursements relating to services performed after the Petition Date and prior to and including the Confirmation Date.

“Professional Fee Estimate” means, with respect to any Professional, a good-faith estimate of such Professional’s anticipated accrued and unpaid Professional Fee Claims as of the Confirmation Date.

“Professional Fee Holdback Amount” means the amount equal to 15% of fees billed to the Debtors for a given month that were retained by the Debtors as a holdback on payment of Professional Fee Claims pursuant to the Interim Compensation Order.

“Professional Fee Reserve” means the reserve of Cash in the amount equal to the amount sufficient to fund all Professional Fee Claims of Professionals, including, but not limited to, an amount sufficient to pay (a) all unpaid Professional Fee Holdback Amounts and any other expenses billed by Professionals prior to the Confirmation Date, (b) all outstanding fee applications of Professionals not approved by the Bankruptcy Court as of the Confirmation Date and (c) the Professional Fee Estimate.

“Proof of Claim” means a proof of claim filed by a holder of a Claim in accordance with the Bar Date Order.

“Ratable Share” means, as of a date certain:

(a) For an Allowed 7.875% Senior Notes Parent Claim, the ratio of (a) such Debtor-Weighted Allowed 7.875% Senior Notes Parent Claim and (b) the Debtor-Weighted (i) aggregate amount of all Allowed Unsecured Claims as of such date plus (ii) estimated aggregate value of all Disputed Unsecured Claims as of such date, as reasonably determined by the Disbursing Agent, as such denominator may be adjusted in accordance with Article III of the Plan.

(b) For an Allowed 10.00% Convertible Senior Notes Parent Claim, the ratio of (a) such Debtor-Weighted Allowed 10.00% Convertible Senior Notes Parent Claim and (b) the Debtor-Weighted (i) aggregate amount of all Allowed Unsecured Claims as of such date plus (ii) estimated aggregate value of all Disputed Unsecured Claims as of such date, as reasonably determined by the Disbursing Agent, as such denominator may be adjusted in accordance with Article III of the Plan.

(c) For an Allowed PBGC Parent Claim, the ratio of (a) such Debtor-Weighted Allowed PBGC Parent Claim and (b) the Debtor-Weighted (i) aggregate amount of all Allowed Unsecured Claims as of such date plus (ii) estimated aggregate value of all Disputed Unsecured Claims as of such date, as reasonably determined by the Disbursing Agent, as such denominator may be adjusted in accordance with Article III of the Plan.

(d) For an Allowed General Unsecured Claim, the ratio of (a) such Debtor-Weighted Allowed General Unsecured Claim and (b) the Debtor-Weighted (i) aggregate amount of all Allowed Unsecured Claims as of such date plus (ii) estimated aggregate value of all Disputed Unsecured Claims as of such date, as reasonably determined by the Disbursing Agent, as such denominator may be adjusted in accordance with Article III of the Plan.

“Released Party” means (i) the Plan Administrator, (ii) the Committee and its current and former members, (iii) the DIP Agent (iv) the DIP Arranger, (v) the DIP Lenders, (vi) the Indenture Trustee and (vii) as to each of the foregoing entities in clauses (i) through (vi), such entities’ predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and their current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals (in each case, solely in their capacity as such).

“Scheduled” means, with respect to any Claim, the status and amount, if any, of that Claim as set forth in the Schedules.

“Schedules” mean the schedules of assets and liabilities, schedules of executory contracts and statements of financial affairs Filed by each Debtor pursuant to section 521 of the Bankruptcy Code, Bankruptcy Rule 1007 and the Official Bankruptcy Forms of the Bankruptcy Rules, as such schedules and statements have been or may be supplemented or amended from time to time in accordance with Bankruptcy Rule 1009 or any orders of the Bankruptcy Court.

“Secured Claim” means any Claim or portion thereof or a Priority Tax Claim (i) that is reflected in the Schedules or a Proof of Claim as a secured claim and is secured by a Lien on

Collateral, to the extent of the value of such Collateral, as determined in accordance with section 506(a) and, if applicable, section 1129(b) of the Bankruptcy Code or (ii) to the extent that the holder thereof has a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

“Solicitation Agent” means Epiq Bankruptcy Solutions, LLC, the Debtors’ solicitation agent.

“Subordinated Claim” means any Claim subordinated pursuant to section 510(b) or 510(c) of the Bankruptcy Code, including, but not limited to, any Claim or Cause of Action against any of the Debtors (i) arising from rescission of a purchase or sale of shares, notes or any other securities of any of the Debtors or an Affiliate of any of the Debtors, (ii) for damages arising from the purchase or sale of any such security, (iii) for violations of the securities laws, misrepresentations or any similar Claims related to the foregoing or otherwise subject to subordination under section 510(b) of the Bankruptcy Code, (iv) for reimbursement, contribution or indemnification allowed under section 502 of the Bankruptcy Code on account of any such Claim, including Claims based upon allegations that the Debtors made false and misleading statements or engaged in other deceptive acts in connection with the offer or sale of securities or (v) for attorneys’ fees, other charges or costs incurred on account of any of the foregoing Claims or Causes of Action.

“Subsidiary Debtors” means, collectively, each of the Debtors except James River.

“Tax” or “Taxes” means all income, gross receipts, sales, use, transfer, payroll, employment, franchise, profits, property, excise or other similar taxes, estimated import duties, stamp taxes and duties, value added taxes, levies, assessments or charges of any kind whatsoever (whether payable directly or by withholding), together with any interest and any penalties, additions to tax or additional amounts imposed by any taxing authority with respect thereto.

“Total Distributable Cash” means, on the Initial Distribution Date or Periodic Distribution Date, as applicable, the sum of the amount of Cash available for distribution to Holders of Allowed Guaranteed Notes Claims, Allowed PBGC Claims and Allowed General Unsecured Claims.

“Unexpired Lease(s)” means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“Unimpaired” means, when used in reference to a Claim or a Class, a Claim or a Class that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

“Unsecured Claims” means, collectively, Guaranteed Notes Claims, PBGC Claims and General Unsecured Claims.

“U.S. Trustee Fees” means fees payable pursuant to 28 U.S.C. § 1930.

“Voting Deadline” means the date established by the Disclosure Statement Approval Order by which the Solicitation Agent must actually receive a valid Ballot properly voting on the Plan in order for such vote to count as a vote to accept or reject the Plan. Such deadline is 4 p.m. (prevailing Eastern time) on March 3, 2016.

“Voting Record Date” means the record date for voting on the Plan, which shall be January 22, 2016.

“Wind-down Budget” means a budget to be prepared by the Debtors, in consultation with the Committee, which may be amended from time to time and which shall estimate the funds necessary to administer the Plan and wind down the Debtors’ affairs, including, but not limited to, the costs of holding and liquidating the Estates’ remaining property, objecting to Claims, making Distributions, paying in full accrued but unpaid Allowed Administrative Expense Claims (other than Professional Fee Claims), Allowed Priority Tax Claims and Allowed Other Priority Claims, prosecuting Claims and Causes of Action held by the Estates against third parties that are not released, waived or transferred pursuant to the Plan (including pursuant to Article XI) or otherwise, paying Taxes, filing Tax returns, paying professionals’ fees and expenses, funding payroll and other employee costs, providing for the purchase of errors and omissions insurance and/or other forms of indemnification for the Plan Administrator, in each case, to the extent applicable, and for all such items and other costs of administering the Plan, the Estates and the Liquidating Debtors (other than the Professional Fee Reserve and the Disputed Claims Reserve).

“Wind-down Account” means the account that holds all Cash owned by the Liquidating Debtors less the amounts in the Professional Fee Reserve and the Disputed Claims Reserve.

1.3 Rules of Interpretation

Unless otherwise specified, all article, section, exhibit, schedule or Plan Supplement references in the Plan are to the respective article in, section in, exhibit to, schedule to or Plan Supplement to the Plan, as the same may be amended, waived or modified from time to time in accordance with the terms hereof or thereof. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to the Plan as a whole and not to any particular article, section, subsection or clause contained herein. Captions and headings in the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof. Whenever the words “include,” “includes” or “including” are used in the Plan, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. Any references herein 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 will be substantially in such form or substantially on such terms and conditions. If a particular term of the Plan (including any exhibits, schedules or Plan Supplement hereto) conflicts with a particular term of the definitive documentation required to be implemented pursuant to the terms of the Plan or any settlement or other agreement contemplated hereunder, the definitive documentation, settlement or other agreement shall control and shall be binding on the parties thereto.

As to any reference in the Plan to a consent, approval or acceptance by any party, or to an issue, agreement, order or other document (or the terms thereof) that shall be reasonably acceptable to any such party, such consent, approval or acceptance shall not be unreasonably conditioned, delayed or withheld.

1.4 Computation of Time

In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply. If any payment, distribution, act or deadline under the Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date.

1.5 Governing Law

Except to the extent that the Bankruptcy Code, Bankruptcy Rules or other federal law is applicable, or to the extent the Plan or any Plan Supplement or any settlement incorporated herein or therein provide otherwise, the rights, duties and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Virginia, in each case, without giving effect to the principles of conflict of laws thereof.

1.6 Exhibits; Schedules; Plan Supplement

All exhibits and schedules to the Plan, including the Plan Supplement, are incorporated into and are a part of the Plan as if set forth in full herein. Copies of such exhibits, schedules and Plan Supplement can be obtained by downloading such documents from the Debtors' Case Information Website or the Bankruptcy Court's Website.

ARTICLE II

TREATMENT OF ADMINISTRATIVE CLAIMS AND PRIORITY TAX CLAIMS

2.1 Treatment of Administrative Claims

Except to the extent that the applicable Holder of an Allowed Administrative Claim agrees with the Liquidating Debtors or the Plan Administrator, as applicable, to less favorable treatment, on the later of (i) the Effective Date and (ii) the date such Administrative Claim becomes an Allowed Administrative Claim (or as soon as reasonably practicable thereafter), such Holder shall receive, in full satisfaction, settlement, release and discharge of, and in exchange for, such Allowed Administrative Claim, (a) Cash equal to the unpaid portion of such Allowed Administrative Claim or (b) such other lesser treatment as to which such Holder and the Liquidating Debtors or the Plan Administrator, as applicable, shall have agreed upon in writing; provided that Allowed Administrative Claims regarding assumed Executory Contracts and Unexpired Leases, liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases and non-ordinary course liabilities approved by the Bankruptcy Court shall be paid in full and performed in the ordinary course of business (or as otherwise approved by the Bankruptcy Court) in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents relating to such transactions. Any payments made on account of Allowed Administrative Claims (other than Professional Fee

Claims) shall be paid from the Wind-down Account, and Allowed Professional Fee Claims shall be paid from the Professional Fee Reserve pursuant to Section 5.5(a) of the Plan.

2.2 Treatment of Priority Tax Claims

Except to the extent that the applicable Holder of a Priority Tax Claim agrees with the Liquidating Debtors or the Plan Administrator, as applicable, to less favorable treatment, a Holder of an Allowed Priority Tax Claim shall receive, in full satisfaction, settlement, release and discharge of, and in exchange for, such Allowed Priority Tax Claim, at the sole option of the Liquidating Debtors or the Plan Administrator, as applicable, (a) on the later of (i) the Effective Date and (ii) the date such Priority Tax Claim becomes an Allowed Priority Tax Claim (or as soon as reasonably practicable thereafter), Cash equal to the unpaid portion of such Allowed Priority Tax Claim or, at the sole option of the Liquidating Debtors or the Plan Administrator, as applicable, (b) regular installment payments in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, (c) such other amounts and in such other manner as may be determined by the Bankruptcy Court to provide such Holder deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim or (d) such other lesser treatment as to which such Holder and the Liquidating Debtors or the Plan Administrator, as applicable, shall have agreed upon in writing. For the avoidance of doubt, any payments made on account of Allowed Priority Tax Claims shall be paid from the Wind-down Account.

The Liquidating Debtors and the Plan Administrator shall have the right, in their sole discretion, to pay any Allowed Priority Tax Claim or any remaining balance of an Allowed Priority Tax Claim (together with accrued but unpaid interest) in full at any time on or after the Effective Date without premium or penalty.

ARTICLE III

CLASSIFICATION AND TREATMENT OF OTHER CLAIMS AND INTERESTS

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

Pursuant to sections 1122 and 1123 of the Bankruptcy Code, Claims and Interests are classified for all purposes, including, without express or implied limitation, voting, confirmation and distribution pursuant to the Plan, as set forth herein. A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class, and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that such Claim or Interest is Allowed in that Class and has not been paid or otherwise satisfied prior to the Effective Date. Any Claim or Interest that has been paid or satisfied or any Claim or Interest that has been amended or superseded, may be expunged or adjusted, as applicable, on the claims register without a claims objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court. Except as otherwise specifically provided for in the Plan, the Confirmation

Order or other order of the Bankruptcy Court, or required by applicable non-bankruptcy law, in no event shall any Holder of an Allowed Claim be entitled to receive payments that in the aggregate exceed the Allowed amount of such Holder's Claim.

3.1 Classes and Treatment of Claims Against and Interests in the Debtors
(Debtors 1-34)

The Plan constitutes a separate chapter 11 plan of liquidation for each Debtor. For brevity and convenience, the classification and treatment of Claims and Interests has been arranged into one chart.

The following table designates the classes of Claims against and Interests in the Debtors and specifies which of those classes are (i) impaired or unimpaired by the Plan and (ii) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code or deemed to accept or reject the Plan.

Class	Designation	Plan Treatment of Allowed Claims and Interests	Status	Voting Rights
1A-34A	Other Priority Claims	Payment in full in Cash; or other treatment that will render the Claim Unimpaired.	Unimpaired	Deemed to Accept
1B-34B	Secured Claims	Payment in full in Cash, to the extent of the value of the holder's secured interest in such Collateral; or other treatment that will render the Claim Unimpaired.	Unimpaired	Deemed to Accept
1C; 2C-34C	7.875% Senior Notes Parent Claims; 7.875% Senior Notes Guarantee Claims	Subject to <u>Section 3.2(c)</u> hereof, each Holder of an Allowed 7.875% Senior Notes Parent Claim ⁴ shall be entitled to its Ratable Share of Total Distributable Cash.	Impaired	Entitled to Vote

⁴ The amount of the distribution on account of 7.875% Senior Notes Parent Claims has been determined by giving effect to the guarantees by the Subsidiary Debtors of the 7.875% Senior Notes.

Class	Designation	Plan Treatment of Allowed Claims and Interests	Status	Voting Rights
1D; 2D-34D	10.00% Convertible Senior Notes Parent Claims; 10.00% Convertible Senior Notes Guarantee Claims	Subject to <u>Section 3.2(d)</u> hereof, each Holder of an Allowed 10.00% Convertible Senior Notes Parent Claim ⁵ shall be entitled to its Ratable Share of Total Distributable Cash.	Impaired	Entitled to Vote
1E; 2E-34E	PBGC Parent Claims; PBGC Subsidiary Claims	Subject to <u>Section 3.2(e)</u> hereof, on account of any Allowed PBGC Parent Claim, ⁶ PBGC shall be entitled to such Allowed PBGC Parent Claim's Ratable Share of Total Distributable Cash.	Impaired	Entitled to Vote
1F-34F	General Unsecured Claims	Subject to <u>Section 3.2(f)</u> hereof, each Holder of an Allowed General Unsecured Claim shall be entitled to its Ratable Share of Total Distributable Cash.	Impaired	Entitled to Vote
1G-34G	Subordinated Claims	No distribution.	Impaired	Deemed to Reject
1H-34H	Intercompany Claims	Cancelled; no distribution.	Impaired	Deemed to Reject
1I	Interests in James River	No distribution.	Impaired	Deemed to Reject
2I-34I	Interests in Subsidiary Debtors	Reinstated.	Unimpaired	Deemed to Accept

⁵ The amount of the distribution on account of 10.00% Convertible Senior Notes Parent Claims has been determined by giving effect to the guarantees by the Subsidiary Debtors of the 10.00% Convertible Senior Notes.

⁶ The amount of the distribution on account of PBGC Parent Claims has been determined by giving effect to the potential joint and several liability of applicable Subsidiaries.

3.2 Treatment of Claims Against and Interests in the Debtors

(a) Other Priority Claims (Class 1A-34A)

Except to the extent that the applicable Holder agrees to less favorable treatment (or as provided in Section 6.2 hereof) with the Liquidating Debtors or the Plan Administrator, as applicable, each Holder of an Allowed Other Priority Claim against any of the Debtors shall receive, in full satisfaction, settlement, release and discharge of and in exchange for such Claim, Cash in an amount equal to the Allowed amount of such Claim, or treatment in any other manner so that such Claim shall otherwise be rendered Unimpaired, on or as soon as reasonably practicable after the latest of (i) the Effective Date, (ii) twenty (20) calendar days after the date such Claim becomes Allowed and (iii) the date for payment provided by any applicable agreement between the Debtors and the Holder of such Claim.

(b) Secured Claims (Class 1B-34B)

Except to the extent that the applicable Holder agrees to less favorable treatment with the Liquidating Debtors or the Plan Administrator, as applicable, each Holder of an Allowed Secured Claim against any of the Debtors shall receive in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Secured Claim payment in Cash in the amount of such Allowed Secured Claim or such other distribution as necessary to satisfy the requirements of section 1124 of the Bankruptcy Code. If a Secured Claim is satisfied, the Liens securing such Secured Claim shall be deemed released without further action by any party. Each Holder of an Allowed Secured Claim shall take all actions to effectuate and confirm such termination, release and discharge as reasonably requested by the Liquidating Debtors or the Plan Administrator.

Any distributions made pursuant to this Section 3.2(b) shall be made on or as soon as reasonably practicable after the latest of (i) the Effective Date, (ii) twenty (20) calendar days after the date such Claim becomes Allowed and (iii) the date for payment provided by any agreement between the applicable Debtor and the Holder of such Claim.

(c) 7.875% Senior Notes Parent Claims and 7.875% Senior Notes Guarantee Claims (Class 1C; 2C-34C)

(i) Except to the extent that the applicable Holder agrees to less favorable treatment (or as provided in Section 6.2 hereof), on or as soon as reasonably practicable after the Initial Distribution Date, each Holder of an Allowed 7.875% Senior Notes Parent Claim shall receive, on or as soon as reasonably practicable after the Periodic Distribution Date that is at least twenty (20) calendar days after such 7.875% Senior Notes Parent Claim becomes an Allowed 7.875% Senior Parent Notes Claim, (A) its Ratable Share of Total Distributable Cash or (B) such other lesser treatment as to which such Holder and the Debtors or the Plan Administrator, as applicable, shall have agreed upon in writing.

(ii) Except to the extent that the applicable Holder agrees to less favorable treatment (or as provided in Section 6.2 hereof), on or as soon as reasonably practicable after any Periodic Distribution Date upon which an Adjustment Distribution of Cash is to be distributed, the Disbursing Agent shall effect a Distribution so that each Holder of an Allowed 7.875% Senior Notes Parent Claim shall have received, after giving effect to all prior

Distributions made to such Allowed 7.875% Senior Notes Parent Claim under the Plan, its Ratable Share of Total Distributable Cash allocable to such Allowed 7.875% Senior Notes Parent Claim.

(d) 10.00% Convertible Senior Notes Parent Claims and 10.00% Convertible Senior Notes Guarantee Claims (Class 1D; 2D-34D)

(i) Except to the extent that the applicable Holder agrees to less favorable treatment (or as provided in Section 6.2 hereof), on or as soon as reasonably practicable after the Initial Distribution Date, each Holder of an Allowed 10.00% Convertible Senior Notes Parent Claim shall receive on or as soon as reasonably practicable after the Periodic Distribution Date that is at least twenty (20) calendar days after such 10.00% Convertible Senior Notes Parent Claim becomes an Allowed 10.00% Convertible Senior Notes Parent Claim, (A) its Ratable Share of Total Distributable Cash or (B) such other lesser treatment as to which such Holder and the Debtors or the Plan Administrator, as applicable, shall have agreed upon in writing.

(ii) Except to the extent that the applicable Holder agrees to less favorable treatment (or as provided in Section 6.2 hereof), on or as soon as reasonably practicable after any Periodic Distribution Date upon which an Adjustment Distribution of Cash is to be distributed, the Disbursing Agent shall effect a Distribution so that each Holder of an Allowed 10.00% Convertible Senior Notes Parent Claim shall have received, after giving effect to all prior Distributions made to such Allowed 10.00% Convertible Senior Notes Parent Claim under the Plan, its Ratable Share of Total Distributable Cash allocable to such Allowed 10.00% Convertible Senior Notes Parent Claim.

(e) PBGC Parent Claims and PBGC Subsidiary Claims (Class 1E; 2E-34E)

(i) Except to the extent that PBGC agrees to less favorable treatment (or as provided in Section 6.2 hereof), PBGC shall receive, on account of each PBGC Parent Claim that becomes an Allowed PBGC Parent Claim after the Effective Date, on or as soon as reasonably practicable after the Periodic Distribution Date that is at least twenty (20) calendar days after such PBGC Parent Claim becomes an Allowed PBGC Parent Claim, (A) its Ratable Share of Total Distributable Cash or (B) such other lesser treatment as to which PBGC and the Debtors or the Plan Administrator, as applicable, shall have agreed upon in writing with respect to such Allowed PBGC Parent Claim.

(ii) Except to the extent that PBGC agrees to less favorable treatment (or as provided in Section 6.2 hereof), on or as soon as reasonably practicable after any Periodic Distribution Date upon which an Adjustment Distribution of Cash is to be distributed, the Disbursing Agent shall effect a Distribution so that PBGC shall have received, on an account of each Allowed PBGC Parent Claim and after giving effect to all prior Distributions made to PBGC on account of such Allowed PBGC Parent Claim under the Plan, each such Allowed PBGC Parent Claim's Ratable Share of Total Distributable Cash allocable to such Allowed PBGC Parent Claim.

(f) General Unsecured Claims (Class 1F-34F)

(i) Except to the extent that the applicable Holder agrees to less favorable treatment (or as provided in Section 6.2 hereof), on or as soon as reasonably practicable after the Initial Distribution Date, each Holder of an Allowed General Unsecured Claim shall receive (A) its Ratable Share of Total Distributable Cash or (B) such other lesser treatment as to which such Holder and the Debtors or the Plan Administrator, as applicable, shall have agreed upon in writing.

(ii) Except to the extent that the applicable Holder agrees to less favorable treatment (or as provided in Section 6.2 hereof), each Holder of a General Unsecured Claim that is Disputed as of the Effective Date and becomes an Allowed General Unsecured Claim after the Effective Date, shall receive, on or as soon as reasonably practicable after the Periodic Distribution Date that is at least twenty (20) calendar days after such General Unsecured Claim becomes an Allowed General Unsecured Claim, (A) its Ratable Share of Total Distributable Cash or (B) such other lesser treatment as to which such Holder and the Debtors or the Plan Administrator, as applicable, shall have agreed upon in writing.

(iii) Except to the extent that the applicable Holder agrees to less favorable treatment (or as provided in Section 6.2 hereof), on or as soon as reasonably practicable after any Periodic Distribution Date upon which an Adjustment Distribution of Cash is to be distributed, the Disbursing Agent shall effect a Distribution so that each Holder of an Allowed General Unsecured Claim shall have received, after giving effect to all prior Distributions made to such Allowed General Unsecured Claim under the Plan, its Ratable Share of Total Distributable Cash allocable to such Allowed General Unsecured Claim.

(g) Subordinated Claims (Class 1G-34G)

On the Effective Date, all Subordinated Claims shall be eliminated, and Holders of Subordinated Claims shall not be entitled to, and shall not receive or retain, any property or interest in property on account of such Claims.

(h) Intercompany Claims (Class 1H-34H)

On the Effective Date, all Intercompany Claims shall be released and of no further force or effect. Holders of Intercompany Claims shall not be entitled to participate in any of the distributions under the Plan on account of such Claims and shall not be entitled to, and shall not receive or retain, any property or interest in property on account of such Claims.

(i) Interests in James River (Class 1I)

On the Effective Date, the Interests in James River shall be deemed eliminated, cancelled and/or extinguished and each Holder of such Interests shall not be entitled to, and shall not receive or retain, any property under the Plan on account of such Interest.

(j) Interests in Subsidiary Debtors (Class 2I-34I)

On the Effective Date, the Intercompany Interests shall be reinstated and rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

3.3 Special Provision Regarding Unimpaired Claims

Except as otherwise provided in the Plan, the Confirmation Order, any other order of the Bankruptcy Court or any document or agreement enforceable pursuant to the terms of the Plan, nothing shall affect the rights and defenses, both legal and equitable, of the Liquidating Debtors and the Plan Administrator with respect to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses to setoffs or recoupments against Unimpaired Claims and the rights to assert all Causes of Action against the Holders of such Unimpaired Claims that the Debtors had immediately prior to the Petition Date as if the Chapter 11 Cases had not been commenced.

3.4 Allowed Claims

Notwithstanding any provision herein to the contrary, the Disbursing Agent shall only make Distributions to Holders of Allowed Claims. No Holder of a Disputed Claim shall receive any Distribution on account thereof until (and then only to the extent that) its Disputed Claim becomes an Allowed Claim. The Liquidating Debtors and/or the Plan Administrator may, in their discretion, withhold Distributions otherwise due hereunder to any Holder until the Claims Objection Deadline, to enable a timely objection thereto to be filed. Any Holder of a Claim that becomes an Allowed Claim after the Effective Date shall receive its Distribution in accordance with the terms and provisions of the Plan.

3.5 Special Provisions Regarding Insured Claims

Distributions under the Plan to each Holder of an Allowed Insured Claim shall be in accordance with the treatment provided under the Plan for the Class in which such Insured Claim is classified; provided that the maximum amount of any Distribution under the Plan on account of an Allowed Insured Claim shall be limited to an amount equal to: (a) the applicable deductible or self-insured retention under the relevant insurance policy minus (b) any reimbursement obligations of the Debtors to the insurance carrier for sums expended by the insurance carrier on account of such Claim (including defense costs); provided, further, that, to the extent that a Holder has an Allowed Insured Claim, the amount of which exceeds the total coverage available from the relevant insurance policies of the Debtors, such Holder shall have an Allowed General Unsecured Claim in the amount by which such Allowed Insured Claim exceeds the coverage available from the relevant Debtor's insurance policies. Nothing in this Section 3.5 shall constitute a waiver of any Cause of Action the Debtors may hold against any Person, including the Debtors' insurance carriers, or is intended to, shall or shall be deemed to preclude any Holder of an Allowed Insured Claim from seeking and/or obtaining a distribution or other recovery from any insurer of the Debtors in addition to any Distribution such Holder may receive under the Plan; provided that the Debtors do not waive, and expressly reserve their rights to assert that any insurance coverage is property of the Estates to which they are entitled.

The Plan shall not expand the scope of, or alter in any other way, the obligations of the Debtors' insurers under their policies, and the Debtors' insurers shall retain any and all defenses to coverage that such insurers may have. The Plan shall not operate as a waiver of any other Claims that the Debtors' insurers have asserted or may assert in any Proof of Claim or the Debtors' rights and defenses to such Proofs of Claim.

ARTICLE IV

ACCEPTANCE OR REJECTION OF THE PLAN

4.1 Voting of Claims

Each holder of a Claim in an Impaired Class that is entitled to vote on the Plan as of the Voting Record Date pursuant to Article III of the Plan shall be entitled to vote to accept or reject the Plan as provided in the Disclosure Statement Approval Order or any other order of the Bankruptcy Court.

4.2 Presumed Acceptances by Unimpaired Classes

Other Priority Claims (Classes 1A through 34A), Secured Claims (Classes 1B through 34B) and Intercompany Interests (Classes 2I through 34I) are Unimpaired by the Plan. Under section 1126(f) of the Bankruptcy Code, the Holders of Claims and Interests in such Classes are conclusively presumed to accept the Plan, and the votes of such Holders shall not be solicited.

4.3 Presumed Rejection of Plan

Subordinated Claims (Classes 1G through 34G), Intercompany Claims (Classes 1H through 34H) and Interests in James River (Class 1I) are not entitled to receive or retain any property under the Plan. Under section 1126(g) of the Bankruptcy Code, Holders of such Claims and Interests are deemed to reject the Plan, and the votes of such Holders of Claims and Interests shall not be solicited.

4.4 Acceptance by Impaired Classes

Pursuant to section 1126(c) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if the Holders of at least two-thirds in dollar amount and more than one-half in number of the Claims of such Class entitled to vote that actually vote on the Plan have voted to accept the Plan. 7.875% Senior Notes Claims and 7.875% Senior Notes Guarantee Claims (Class 1 and 2C through 34C), 10.00% Convertible Senior Notes Claims and 10.00% Convertible Senior Notes Guarantee Claims (Class 1D and 2D through 34D), PBGC Claims (Classes 1E and 2E through 34E) and General Unsecured Claims (Classes 1F through 34F) are Impaired, and the votes of Holders of Claims in such Classes will be solicited. If Holders of Claims in a particular Impaired Class of Claims are given the opportunity to vote to accept or reject the Plan, but no Holders of Claims in such Impaired Class of Claims vote to accept or reject the Plan, then such Class of Claims shall be deemed to have accepted the Plan.

4.5 Elimination of Vacant Classes

Any Class or sub-Class of Claims or Interests that does not contain as of the date of the commencement of the Confirmation Hearing at least one Allowed Claim or Allowed Interest, as applicable, or at least one Claim or Interest, as applicable, temporarily Allowed under Bankruptcy Rule 3018, shall be deemed deleted from the Plan for all purposes, including for

purposes of (i) voting on the acceptance or rejection of the Plan and (ii) determining acceptance or rejection of the Plan by such Class under section 1129(a)(8) of the Bankruptcy Code.

4.6 Voting Classes; Deemed Acceptance by Nonvoting Classes

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims or Interests in such Class.

ARTICLE V

MEANS FOR IMPLEMENTATION OF THE PLAN

5.1 Corporate Action

(a) Merger and Dissolution of Debtors

Immediately following the occurrence of the Effective Date, (a) the respective boards of directors of each of the Debtors shall be terminated and the members of each of the boards of directors of the Debtors shall be deemed to have resigned, and (b) each of the Debtors shall continue to exist as Liquidating Debtors after the Effective Date in accordance with the respective laws of the state under which each such Debtor was formed and pursuant to their respective certificates of incorporation, bylaws, articles of formation, operating agreements and other organizational documents in effect prior to the Effective Date, except to the extent such organizational documents are amended under the Plan, for the limited purposes of liquidating all of the assets of the Estates and making Distributions in accordance with the Plan. On the Effective Date, James River shall issue one share of stock in James River to the Plan Administrator, which will hold such share of stock, and such share of stock will remain outstanding until James River is dissolved in accordance with the Plan.

On such date that the Plan Administrator determines in its sole discretion that the Subsidiary Debtors shall be deemed merged with and into James River, the Plan Administrator shall file a notice with the Bankruptcy Court, and on such date (the “Merger Date”), without further order of the Bankruptcy Court, and without the necessity of any other or further actions to be taken by or on behalf of the Debtors or payments to be made in connection therewith; the Subsidiary Debtors shall be deemed merged with and into James River; provided that each of the Debtors, the Liquidating Debtors and the Plan Administrator may execute and file documents and take all other actions as they deem appropriate relating to the foregoing corporate actions under applicable law and, in such event, all applicable regulatory or governmental agencies shall take all steps necessary to allow and effect the prompt merger of the Subsidiary Debtors as provided herein, without the payment of any fee, Tax or charge and without need for the filing of reports or certificates.

Moreover, on and after the first day following the Merger Date, the Subsidiary Debtors (i) shall be deemed to have withdrawn their business operations from any state in which they were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum or take any other action in order to

effectuate such withdrawal and (ii) shall not be liable in any manner to any taxing or other authority for franchise, business, license or similar Taxes accruing on or after the Merger Date.

Each of the Chapter 11 Cases of each of the Subsidiary Debtors shall be closed on the first day following the Merger Date upon submission of an appropriate order to the Bankruptcy Court under certification of counsel, following which any and all proceedings that could have been brought or otherwise commenced in the Chapter 11 Cases of the Subsidiary Debtors shall be brought or otherwise commenced in James River's Chapter 11 Case.

As soon as practicable after the Plan Administrator exhausts substantially all of the assets of the Estates by making the final Distribution of Cash under the Plan, the Plan Administrator shall, at the expense of the Estates, (i) provide for the retention and storage of the Books and Records that shall have been delivered to or created by the Plan Administrator until such time as all such Books and Records are no longer required to be retained under applicable law, and File a certificate informing the Bankruptcy Court of the location at which such Books and Records are being stored; (ii) File a certification stating that the assets of the Estates have been exhausted and final Distributions of Cash have been made under the Plan; (iii) File the necessary paperwork in the State of Virginia to effectuate the dissolution of James River in accordance with the laws of such jurisdiction; and (iv) resign as the sole shareholder, officer, director and manager, as applicable, of the Liquidating Debtors. Upon the Filing of the certificate described in clause (ii) of the preceding sentence, James River shall be deemed dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the Liquidating Debtors or payments to be made in connection therewith other than the filing of a motion for final decree.

Upon dissolution of the Liquidating Debtors in accordance with this Section 5.1(a), if the Plan Administrator reasonably determines that any remaining assets of the Liquidating Debtors are insufficient to render a further distribution practicable, or exceed the amounts required to be paid under the Plan, the Plan Administrator shall transfer such remaining funds to a charitable institution selected by the Plan Administrator, which charitable institution shall be qualified as a not-for-profit corporation under applicable federal and state laws.

In furtherance of the liquidation of the Liquidating Debtors, a liquidating trust may be established pursuant to documentation, including a liquidating trust agreement, approved by the Liquidating Debtors or the Plan Administrator, as applicable, for the primary purpose of receiving assets of the Estates, continuing the wind-down of such Estates in a commercially reasonable but expeditious manner and distributing any such assets pursuant to the Plan, with no objective to continue or engage in the conduct of a trade or business except to the extent reasonably necessary to and consistent with, the liquidating purpose of the trust (any such trust, the "Liquidating Trust").

If established, the Liquidating Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Internal Revenue Code of 1986, as amended, to the Holders of Claims, consistent with the terms of the Plan; provided that the Plan Administrator in its role as liquidating trustee, may make an election under Treasury Regulations Section 1.468B-9(c)(2)(ii) to treat a portion of the Liquidating Trust as a disputed ownership fund. Accordingly, except to

the extent that an election is made to treat a portion of the Liquidating Trust as a disputed ownership fund, such Holders shall be treated for U.S. federal income tax purposes, (i) as direct recipients of an undivided interest in the assets transferred to the Liquidating Trust and as having immediately contributed such assets to the Liquidating Trust and (ii) thereafter, as the grantors and deemed owners of the Liquidating Trust and thus, the direct owners of an undivided interest in the assets held by the Liquidating Trust. All parties (including Holders of Claims) shall report consistent with the valuation of the assets transferred to the Liquidating Trust as established by the Plan Administrator or its designee. The Plan Administrator is hereby appointed in such instance pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to handle all of the Debtors' tax matters, including, without limitation, the filing of all tax returns, and the handling of tax audits and proceedings, of the Debtors. The liquidating trustee shall be responsible for filing information on behalf of the Liquidating Trust as grantor trust pursuant to Treasury Regulation Section 1.671-4(a) or as a disputed ownership fund.

(b) Certificate of Incorporation and Bylaws

The certificate and articles of incorporation and bylaws of James River shall be deemed amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code and shall include, among other things, a provision (a) prohibiting the issuance of nonvoting equity securities in accordance with section 1123(a)(6) of the Bankruptcy Code and (b) limiting the activities of the Liquidating Debtors to matters authorized under the Plan.

(c) Cancellation of Existing Securities and Agreements

Except as otherwise provided in the Plan, and in any contract, instrument or other agreement or document created in connection with the Plan, on the Effective Date and concurrently with the applicable Distributions made pursuant to Article VI hereof, any promissory notes, share certificates, whether for preferred or common stock (including treasury stock), other instruments evidencing any Claims or Interests, including the Non-guaranteed Notes, the 7.875% Senior Notes and the 10% Convertible Senior Notes, other than a Claim or Interest that is being reinstated and rendered unimpaired, and all options, warrants, calls, rights, puts, awards, commitments or any other agreements of any character to acquire such Interests shall be deemed automatically cancelled and discharged and of no further force and effect, without any further act or action under any applicable agreement, law, regulation, order or rule, and the obligations of the Debtors under the notes, share certificates and other agreements and instruments governing such Claims and Interests shall be discharged; provided that the Non-guaranteed Notes, the 7.875% Senior Notes, the 10% Convertible Senior Notes and the Indentures shall continue in effect solely for the purposes of (i) allowing the Holders of Allowed Notes Claims to receive their Distributions hereunder, (ii) allowing the Indenture Trustee to make the Distributions to be made on account of the Allowed Notes Claims and (iii) permitting the Indenture Trustee to assert its Indenture Trustee Charging Lien against such Distributions for payment of the Indenture Trustee Fee. The holders of or parties to such cancelled notes, share certificates and other agreements and instruments shall have no rights arising from or relating to such notes, share certificates and other agreements and instruments or the cancellation thereof, except the rights provided pursuant to the Plan.

(d) No Further Action

Each of the matters provided for under the Plan involving the corporate structure of the Debtors or corporate action to be taken by or required of the Debtors shall, as of the Effective Date, be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement of further action by any Person, including, but not limited to, the Plan Administrator, Holders of Claims or Interests against or in the Debtors or directors or officers of the Debtors.

(e) Effectuating Documents

Prior to the Effective Date, any appropriate officer of James River or the Subsidiary Debtors, as applicable, 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.

(f) Further Transactions

Immediately upon the occurrence of the Effective Date, the Plan Administrator shall serve as the sole shareholder, officer, director or manager of each of the Liquidating Debtors. The Plan Administrator, subject to the terms and conditions of the Plan and the Plan Administrator Agreement, shall be authorized to execute, deliver, file or record such documents, contracts, instruments, releases and other agreements and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

5.2 Privilege Matters

On the Effective Date, any attorney-client privilege, work-product privilege or other privilege or immunity relating to any claim or Cause of Action and/or attaching to any documents or communications (whether written or oral) shall be transferred to and shall vest in the Liquidating Debtors and the Plan Administrator (or, if a Liquidating Trust is established pursuant to Section 5.1(a) hereof, such Liquidating Trust upon the date of such establishment), and the Debtors, Liquidating Debtors and Plan Administrator are authorized to take all necessary actions to effectuate the transfer of such privileges.

5.3 The Committee

The Committee shall continue in existence until the Effective Date to exercise those powers and perform those duties specified in section 1103 of the Bankruptcy Code and shall perform such other duties as it may have been assigned by the Bankruptcy Court prior to the Effective Date. On the Effective Date, provided that no appeal of the Confirmation Order is then pending, the Committee shall be dissolved and its members shall be deemed released of all their duties, responsibilities and obligations in connection with the Chapter 11 Cases or the Plan and its implementation, and the retention or employment of the Committee's Professionals and other agents shall terminate, except with respect to any Professional Fee Claim. The Committee and the Committee's Professionals shall not be entitled to assert any Professional Fee Claim for any services rendered or expenses incurred after the Effective Date, except in either case for services rendered and expenses incurred in connection with the Committee's and its Professionals' Professional Fee Claims and in connection with any appeal of the Confirmation Order.

5.4 The Plan Administrator

(a) Appointment of the Plan Administrator

From and after the Effective Date, a Person or Entity to be designated by the Debtors shall serve as the Plan Administrator pursuant to the Plan Administrator Agreement and the Plan, until the resignation or discharge and the appointment of a successor Plan Administrator in accordance with the Plan Administrator Agreement and the Plan. The Debtors shall file a notice on a date that is not less than ten (10) calendar days prior to the Confirmation Hearing designating the Person who they have selected as Plan Administrator. The appointment of the Plan Administrator shall be approved in the Confirmation Order, and such appointment shall be as of the Effective Date. The Plan Administrator shall have and perform all of the duties, responsibilities, rights and obligations set forth in the Plan, as applicable, and the Plan Administrator Agreement.

(b) The Plan Administrator Agreement

Prior to or on the Effective Date, the Debtors shall execute a Plan Administrator Agreement in substantially the same form as set forth in Exhibit A. Any nonmaterial modifications to the Plan Administrator Agreement made by the Debtors prior to the Effective Date are will be ratified. The Plan Administrator Agreement will contain provisions permitting the amendment or modification of the Plan Administrator Agreement necessary to implement the provisions of the Plan.

(c) Rights, Powers and Duties of the Liquidating Debtors and the Plan Administrator

Each of the Liquidating Debtors shall retain and have all the rights, powers and duties necessary to carry out its responsibilities under the Plan. Such rights, powers and duties, which shall be exercisable by the Plan Administrator on behalf of the Liquidating Debtors and the Estates pursuant to the Plan and the Plan Administrator Agreement, shall include, among others, (i) investigating and, if appropriate, pursuing Causes of Action, (ii) administering and pursuing the Liquidating Debtors' assets, (iii) resolving all Disputed Claims and any Claim objections pending as of the Effective Date and (iv) making Distributions to Holders of Allowed Claims as provided for in the Plan.

(d) Compensation of the Plan Administrator

The Plan Administrator shall be compensated from the Wind-down Account pursuant to the terms of the Plan Administrator Agreement. Plan Administrator Professionals shall be entitled to reasonable compensation for services rendered and reimbursement of expenses incurred from the Wind-down Account. The payment of the fees and expenses of the Plan Administrator and the Plan Administrator Professionals shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court; provided that any disputes related to such fees and expenses shall be brought before the Bankruptcy Court.

(e) Indemnification

The Liquidating Debtors shall indemnify and hold harmless (i) the Plan Administrator (solely in its capacity as such and in its capacity as officer and director of the Liquidating Debtors) and (ii) the Plan Administrator Professionals ((i) and (ii) collectively, the “Indemnified Parties”), from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including, but not limited to, attorneys’ fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, other than acts or omissions resulting from such Indemnified Party’s bad faith, willful misconduct (including, without limitation, actual fraud) or gross negligence, with respect to the Liquidating Debtors or the implementation or administration of the Plan or Plan Administrator Agreement. To the extent an Indemnified Party asserts a claim for indemnification as provided above, the legal fees and related costs incurred by counsel to the Plan Administrator in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced to such Indemnified Party (and such Indemnified Party undertakes to repay such amounts if it ultimately shall be determined that such Indemnified Party is not entitled to be indemnified therefore) out of the Wind-down Account or any insurance purchased using the Wind-down Account. The indemnification provisions of the Plan Administrator Agreement shall remain available to and be binding upon any former Plan Administrator or the estate of any decedent of the Plan Administrator and shall survive the termination of the Plan Administrator Agreement.

(f) Insurance

The Plan Administrator shall be authorized to obtain and pay for out of the Wind-down Account all reasonably necessary insurance coverage for itself, its agents, representatives, employees or independent contractors, and the Liquidating Debtors, including, but not limited to, coverage with respect to (i) any property that is or may in the future become the property of the Liquidating Debtors or their Estates and (ii) the liabilities, duties and obligations of the Plan Administrator and its agents, representatives, employees or independent contractors under the Plan Administrator Agreement (in the form of an errors and omissions policy or otherwise), the latter of which insurance coverage may remain in effect for a reasonable period of time as determined by the Plan Administrator after the termination of the Plan Administrator Agreement.

5.5 Accounts and Reserves

(a) Professional Fee Reserve

On or before the Effective Date, the Debtors shall, in consultation with the Committee, create and fund the Professional Fee Reserve. The Cash so transferred shall not be used for any purpose other than to pay Allowed Professional Fee Claims. The Plan Administrator (i) shall segregate and shall not commingle the Cash held in the Professional Fee Reserve and (ii) subject to the terms and conditions of the Plan, shall pay each Allowed Professional Fee Claim on or as soon as reasonably practicable after the date such Claim becomes an Allowed Claim, upon entry of a Final Order allowing such Claim. After all Professional Fee Claims are Allowed or Disallowed and the Allowed amounts of such Claims are paid by the Plan Administrator, any remaining Cash in the Professional Fee Reserve shall be transferred to the Wind-down Account.

(b) Disputed Claims Reserve

On or before the Initial Distribution Date, the Debtors shall, in consultation with the Committee, create and fund the Disputed Claims Reserve in accordance with Section 8.4(b) of the Plan. Subject to Section 5.5(d), no payments made on account of Disputed Claims that become Allowed Claims after the Effective Date shall be made from any source other than the Disputed Claims Reserve.

(c) Wind-down Account

On or before the Effective Date, the Debtors shall create and fund with Cash the Wind-down Account in the amount necessary to fund the Wind-down Budget and the amount necessary to pay in full (or reserve for) accrued but unpaid Allowed Administrative Expense Claims (other than Professional Fee Claims), Allowed Priority Tax Claims and Other Allowed Priority Tax Claims. Any recovery of proceeds from the Liquidating Debtors' assets, including any Causes of Action, shall be deposited by the Plan Administrator into the Wind-down Account. From time to time, the Plan Administrator shall determine whether the Cash in the Wind-down Account exceeds the amount of Cash needed to fund the Wind-down Budget and pay in full (or reserve for) accrued but unpaid Allowed Administrative Expense Claims, Allowed Priority Tax Claims and Other Allowed Priority Tax Claims, and shall transfer any such excess Cash, first, to the extent any Allowed Professional Fee Claim remains unpaid, to the Professional Fee Reserve, and second, to the Disputed Claims Reserve (which Cash, for the avoidance of doubt, shall then be subject to potential distribution in connection with an Adjustment Distribution).

(d) Other Reserves and Modifications to Reserves

Subject to and in accordance with the provisions of the Plan Administrator Agreement and the Wind-down Budget, the Plan Administrator may establish and administer any other necessary reserves that may be required under the Plan or Plan Administrator Agreement. Notwithstanding anything to the contrary contained in the Plan, the Plan Administrator may make transfers of Cash between the accounts and reserves established hereunder to satisfy Claims and other obligations in accordance with the Plan and the Wind-down Budget.

ARTICLE VI

PROVISIONS GOVERNING DISTRIBUTIONS

6.1 Disbursing Agent

The Disbursing Agent shall make all Distributions required under the Plan, subject to the terms and provisions of the Plan. If the Disbursing Agent is an independent third party designated to serve in such capacity, such Disbursing Agent shall receive, without further Bankruptcy Court approval, reasonable compensation from the Wind-down Account for distribution services rendered pursuant to the Plan and reimbursement of reasonable actual and documented out-of-pocket expenses. No Disbursing Agent shall be required to give any bond or surety or other security for the performance of its duties.

6.2 Delivery of Distributions

(a) Timing

Subject to any reserves or holdbacks established pursuant to the Plan, on the appropriate Distribution Date or as soon as reasonably practicable thereafter, Holders of Allowed Claims against the Debtors shall receive the Distributions provided for Allowed Claims in the applicable Classes as of such date.

If and to the extent there are Disputed Claims as of the Effective Date, Distributions on account of such Disputed Claims (which will only be made if and when they become Allowed Claims) shall be made pursuant to the provisions set forth in the Plan on or as soon as reasonably practicable after the next Distribution Date that is at least twenty (20) calendar days after each such Claim is Allowed; provided that distributions on account of the Claims set forth in Article III of the Plan shall be made as set forth therein and Professional Fee Claims shall be made as soon as reasonably practicable after such Claims are Allowed or as provided in any other applicable Order. Because of the size and complexities of the Chapter 11 Cases, the Debtors at the present time cannot accurately predict the timing of the final Periodic Distribution Date.

(b) Delivery of Distributions in General

As to all Holders of Allowed Claims, Distributions shall only be made to the record Holders of such Allowed Claims as of the Distribution Record Date.

On the Distribution Record Date, at the close of business for the relevant register, all registers maintained by the Debtors, Liquidating Debtors, Plan Administrator, Disbursing Agent, and each of the foregoing's respective agents, successors and assigns shall be deemed closed for purposes of determining whether a Holder of such a Claim is a record holder entitled to Distributions. The Debtors, Liquidating Debtors, Plan Administrator, Disbursing Agent, and all of their respective agents, successors and assigns shall have no obligation to recognize, for purposes of distributions pursuant to or in any way arising from the Plan (or for any other purpose), any Claims that are transferred after the Distribution Record Date. Instead, they shall be entitled to recognize only those record holders set forth in the registers as of the Distribution Record Date, irrespective of the number of distributions made under the Plan or the date of such distributions. Furthermore, if a Claim is transferred twenty (20) or fewer calendar days before the Distribution Record Date, the Disbursing Agent, shall make Distributions to the transferee only if the transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

If any dispute arises as to the identity of a Holder of an Allowed Claim that is entitled to receive a Distribution pursuant to the Plan, the Disbursing Agent may, in lieu of making such Distribution to such person, make the Distribution into an escrow account until the disposition thereof is determined by Final Order or by written agreement among the interested parties to such dispute.

Subject to Bankruptcy Rule 9010, a Distribution to a Holder of an Allowed Claim may be made by the Disbursing Agent in its sole discretion: (i) to the address set forth on the first page of the Proof of Claim filed by such Holder (or at the last known address of such Holder if no

Proof of Claim is filed or if the Debtors have been notified in writing of a change of address), (ii) to the address set forth in any written notice of an address change delivered to the Disbursing Agent after the date of any related Proof of Claim, (iii) to the address set forth on the Schedules, if no Proof of Claim has been filed and the Disbursing Agent has not received a written notice of an address change, (iv) in the case of a Holder whose Claim is governed by an agreement and administered by a servicer or other agent, to the address contained in the official records of such Entity or (v) to the address of any counsel that has appeared in the Chapter 11 Cases on such Holder's behalf. This Section 6.2(b) shall not apply to Holders of Allowed Notes Claims whose Distributions shall be made through the Indenture Trustee.

(c) Delivery of Distributions – Allowed Notes Claims

Subject to the provisions of Section 5.1(c) of the Plan, as to Holders of Allowed Notes Claims and as a condition to receive any Distribution:

(i) Distributions to Holders of Allowed Notes Claims. Notwithstanding any provision contained in the Plan to the contrary, the distribution provisions in the Indentures shall continue in effect and control solely to the extent necessary to authorize the Indenture Trustee to receive and distribute Distributions to the Holders of Allowed Notes Claims Distributions on account of Allowed Notes Claims pursuant to the Plan and shall terminate completely upon completion of all such Distributions.

(ii) Payments to be Made to Indenture Trustee. The Distributions to be made under the Plan to Holders of Allowed Notes Claims shall be made to the Indenture Trustee, which, subject to the right of the Indenture Trustee to assert its Indenture Trustee Charging Lien against such Distributions, shall transmit such Distributions to the Holders of such Allowed Notes Claims. The Indenture Trustee may transfer or direct the transfer of such Distributions through the facilities of DTC and will be entitled to recognize and deal for all purposes under the Plan with Holders of Allowed Notes Claims to the extent consistent with the customary practices of DTC.

(d) Allocation of Plan Distributions Between Principal and Interest

To the extent that any unsecured Claim entitled to a distribution under the Plan is based upon any obligation or instrument that is treated for U.S. federal income tax purposes as indebtedness of any Debtor and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest.

(e) Means of Cash Payment

Cash payments made pursuant to the Plan shall be in U.S. dollars and shall be made at the option and in the sole discretion of the Disbursing Agent by (i) checks drawn on or (ii) wire transfers from a domestic bank selected by the Disbursing Agent. In the case of foreign creditors, Cash payments may be made, at the option of the Disbursing Agent, in such funds and by such means as are necessary or customary in a particular jurisdiction.

(f) Foreign Currency Exchange Rate

As of the Effective Date, any Claim asserted in a currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate on the Petition Date, as quoted at 4:00 p.m., mid-range spot rate of exchange for the applicable currency as published in *The Wall Street Journal*, National Edition, on the day after the Petition Date.

(g) Fractional Dollars

Any other provision of the Plan notwithstanding, the Disbursing Agent shall not be required to make Distributions or payments of fractions of dollars. Whenever any payment of a fraction of a dollar under the Plan would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars being rounded down.

(h) De Minimis Distributions

The Disbursing Agent shall not be required to make any Distributions to Holders of Allowed Claims (other than Allowed Administrative Claims and Allowed Priority Tax Claims) aggregating less than \$50.00. Cash that otherwise would be payable under the Plan to Holders of Allowed Claims of a particular Class but for this Section 6.2(h) shall be available for Distributions to Holders of Allowed Claims of such Class.

Notwithstanding any other provision of the Plan, the Disbursing Agent shall have no obligation to make any distributions on any Periodic Distribution Date unless the sum of all distributions authorized to be made to all Holders of Allowed Claims on such Periodic Distribution Date exceeds \$50,000 in value.

6.3 Undeliverable and Unclaimed or Non-negotiated Distributions

If the Distribution to any Holder of an Allowed Claim is returned to the Disbursing Agent as undeliverable or is otherwise unclaimed, no further Distributions shall be made to such Holder unless and until the Disbursing Agent is notified in writing of such Holder's then-current address and such Holder provides sufficient evidence of such address as may be requested by the Disbursing Agent, at which time all missed Distributions shall be made to such Holder without interest, subject to the time limitations set forth below. Amounts in respect of undeliverable Distributions made by the Disbursing Agent shall be returned to the Plan Administrator until such Distributions are claimed.

Any Holder of an Allowed Claim that does not claim an undeliverable or unclaimed Distribution within ninety (90) days after the date such Distribution was returned undeliverable shall be deemed to have forfeited its Claim for such undeliverable or unclaimed Distribution and shall be forever barred and enjoined from asserting any such claim for an undeliverable or unclaimed Distribution against the Debtors and their Estates, the Liquidating Debtors, the Plan Administrator, the Disbursing Agent and each of the foregoing's respective agents, attorneys, representatives, employees or independent contractors, and/or any of its or their property. All title to and all beneficial interests in the Cash relating to such undeliverable or unclaimed

Distribution, including any dividends or interest attributable thereto, shall revert to the Liquidating Debtors and such Cash shall be deposited in the Wind-down Account for distribution in accordance with the Plan. The reversion of such Cash shall be free of any restrictions thereon and notwithstanding any federal or state escheat laws to the contrary. Nothing contained in the Plan or the Plan Administrator Agreement shall require the Debtors, the Liquidating Debtors, the Plan Administrator or any Disbursing Agent to attempt to locate any Holder of an Allowed Claim.

Checks issued on account of Allowed Claims shall be null and void if not negotiated within ninety (90) calendar days from and after the date of issuance thereof. Requests for reissuance of any check must be made directly and in writing to the Disbursing Agent by the Holder of the relevant Allowed Claim within the 90-calendar-day period. After such date, the relevant Allowed Claim (and any Claim for reissuance of the original check) shall be automatically discharged and forever barred, and all title to and all beneficial interests in the Cash represented by any such non-negotiated check, including any dividends or interest attributable thereto, shall revert to the Liquidating Debtors and such Cash shall be deposited in the Wind-down Account for distribution in accordance with the Plan. The reversion of such Cash shall be free of any restrictions thereon and notwithstanding any federal or state escheat laws to the contrary.

6.4 Prepayment

Except as otherwise provided in the Plan or in the Confirmation Order, the Liquidating Debtors and the Plan Administrator, as applicable, shall have the right to prepay, without penalty, all or any portion of an Allowed Administrative Claim or Allowed Priority Tax Claim at any time.

6.5 Interest on Claims

Other than as provided by section 506(b) of the Bankruptcy Code or as specifically provided for in the Plan or the Confirmation Order, postpetition interest shall not accrue or be paid on Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Claim or Disputed Claim for the period from and after the Effective Date.

6.6 Compliance Matters

In connection with the Plan and all Distributions thereunder, the Disbursing Agent or the Plan Administrator, as applicable, on behalf of the Liquidating Debtors, is authorized to take any and all actions that may be necessary or appropriate to comply with all withholding, payment and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Allowed Claims and Distributions hereunder shall be subject to any such withholding and reporting requirements. All Holders of Claims shall be required to provide any information necessary to allow the Plan Administrator to comply with all withholding, payment and reporting requirements with respect to such Taxes. The Disbursing Agent or the Plan Administrator, as applicable, reserves the right to withhold the full amount required by law on any Distribution on

account of any Holder of an Allowed Claim that fails to timely provide to the Disbursing Agent or the Plan Administrator the required information.

6.7 Setoff and Recoupment

Subject to the terms and conditions of the Plan Administrator Agreement, the Liquidating Debtors and/or the Plan Administrator may, but shall not be required to, set off or recoup against any Claim and the payment or other Distribution to be made under the Plan on account of such Claim, any and all claims, rights and Causes of Action of any nature whatsoever that the Debtors may have against the Holder thereof pursuant to the Bankruptcy Code or applicable non-bankruptcy law, provided that any such right of setoff that is exercised shall be allocated, first, to the principal amount of the related Claim, and thereafter to any interest portion thereof, but neither the failure to setoff or recoup nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors, the Liquidating Debtors or the Plan Administrator of any such Claim, right or Cause of Action that the Debtors or the Liquidating Debtors may have against such Holder.

6.8 Claims Paid or Payable by Third Parties

(a) Claims Paid by Third Parties

To the extent a Holder receives a Distribution on account of an Allowed Claim and also receives payment from a party that is not a Debtor or a Liquidating Debtor on account of such Claim, such Holder shall, within thirty (30) calendar days of receipt thereof, repay and/or return the Distribution to the Liquidating Debtors or the Plan Administrator, as applicable, 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 the Claim as of the date of any such Distribution under the Plan.

A Claim may be adjusted or expunged on the claims register 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 a Holder receives payment in full or in part on account of such Claim; provided that, to the extent the non-Debtor party making the payment is subrogated to the Holder's Claim, the non-Debtor party shall have a 30-calendar-day grace period following payment in full to notify the Claims Agent of such subrogation rights.

(b) Claims Payable by Third Parties

To the extent that one or more of the Debtors' insurers agrees (or if and to the extent any such insurer is required by a court or other tribunal of competent jurisdiction) to satisfy any Claim, then immediately upon such court or other tribunal determination or insurers' agreement, such Claim may be expunged (to the extent of any agreed-upon or determined satisfaction) on the claims register without a claims objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court.

ARTICLE VII
ALLOWANCE AND PAYMENT OF CERTAIN ADMINISTRATIVE CLAIMS

7.1 Professional Fee Claims

(a) Final Fee Applications

All final requests for payment of Professional Fee Claims (the “Final Fee Applications”) must be filed no later than forty-five (45) calendar days after the Effective Date, unless otherwise ordered by the Bankruptcy Court. Such Final Fee Applications shall be filed with the Bankruptcy Court and served as required by the Case Management Order. Objections, if any, to Final Fee Applications must be filed with the Bankruptcy Court and served as required by the Case Management Order no later than fifteen (15) calendar days after such Final Fee Applications are filed. If no objections are timely filed and properly served as to a given Final Fee Application, or all timely objections are subsequently resolved, such Professional shall submit to the Bankruptcy Court for consideration a proposed order approving the Final Fee Application in the amount requested (or otherwise agreed), and the order may be entered without a hearing or further notice to any party.

The Allowed amounts of any Professional Fee Claims subject to unresolved timely objections shall be determined by the Bankruptcy Court at a hearing to be held no later than thirty (30) calendar days after the objection deadline. Distributions on account of Allowed Professional Fee Claims shall be made as soon as reasonably practicable after such Claims become Allowed or in accordance with any other applicable Order. The Allowed amounts of any Professional Fee Claims subject to unresolved timely filed and properly served objections shall be determined by the Bankruptcy Court at a hearing to be held no later than forty-five (45) calendar days after such Final Fee Applications are filed. Distributions on account of Allowed Professional Fee Claims shall be made as soon as reasonably practicable after such Claims become Allowed or in accordance with any other applicable Order.

Professionals shall be entitled to reasonable compensation and reimbursement of actual, necessary expenses for post-Confirmation Date activities, including the preparation, filing and prosecution of Final Fee Applications.

(b) Payment of Interim Amounts

Professionals shall be paid pursuant to the “Procedures for Monthly Fee Statements” set forth in the Interim Compensation Order with respect to all calendar months ending before the Confirmation Date and, for the month in which the Confirmation Date occurred, the Confirmation Date and the days prior to the Confirmation Date.

(c) Retention and Compensation of Professionals after the Effective Date

From and after the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code or any order previously entered by the Bankruptcy Court in seeking retention or compensation for services rendered or expenses incurred after such date shall terminate, and the Liquidating Debtors and the Plan Administrator

may employ and pay all Professionals and Plan Administrator Professionals without any further notice to, action by or order or approval of the Bankruptcy Court or any other party.

7.2 Other Administrative Claims

(a) A notice setting forth the Administrative Claim Bar Date will be (i) filed on the Bankruptcy Court's docket and (ii) posted on the Debtors' Case Information Website. No other notice of the Administrative Claim Bar Date will be provided.

(b) All requests for payment of an Administrative Claim arising after the Petition Date, other than Professional Fee Claims and fees and charges assessed against the Estates pursuant to section 1930 of title 28 of the United States Code and/or section 3717 of title 31 of the United States Code (which shall be paid pursuant to Section 2.1 of the Plan) must be filed with the Claims Agent and served on counsel to the Liquidating Debtors and the Plan Administrator no later than the Administrative Claims Bar Date. Any requests for payment of Administrative Claims pursuant to this Section 7.2(b) that are not properly filed and served by the Administrative Claim Bar Date shall be disallowed automatically without the need for any objection from the Liquidating Debtors or the Plan Administrator or any action by the Bankruptcy Court.

(c) Unless the Plan Administrator or any other party in interest objects to a timely filed and properly served Administrative Claim by the Claims Objection Deadline, such Administrative Claim shall be deemed Allowed in the amount requested.

(d) In the event that the Plan Administrator or any other party in interest objects to an Administrative Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court shall determine whether such Administrative Claim should be Allowed and, if so, in what amount.

(e) The Plan Administrator, in its sole discretion, shall have the exclusive authority to settle Administrative Claims without further Bankruptcy Court approval.

ARTICLE VIII **DISPUTED CLAIMS**

8.1 Objections to Claims

(a) After the Effective Date, the Plan Administrator shall have the exclusive authority to object to all Claims; provided, however, that the Plan Administrator shall not be entitled to object to any Claim that has been expressly allowed by Final Order or under the Plan. In the event that any objection filed by the Debtors remains pending as of the Effective Date, the Plan Administrator shall be deemed substituted for the Debtors as the objecting party.

(b) Objections to Claims (other than Professional Fee Claims) shall be filed, served and administered in accordance with the Claims Objection Procedures Order, which shall remain in full force and effect on and before the Claims Objection Deadline; provided that, on and after the

Effective Date, filings and notices related to the Claims Objection Procedures Order need only be served on the relevant claimants and otherwise as required by the Case Management Order.

(c) The Plan Administrator shall be entitled to assert all of the Debtors' and Liquidating Debtors' rights, claims, defenses, offsets, rights of recoupment, setoffs, rights of disallowance, subrogation, recharacterization and/or equitable subordination and counterclaims with respect to Claims.

8.2 Resolution of Disputed Claims

On and after the Effective Date, the Plan Administrator shall have the sole authority to litigate, compromise, settle, otherwise resolve or withdraw any objections to all Claims, to compromise and settle any Claims and administer and adjust the claims register to reflect any such settlements or compromises, in each case, without notice to or approval by the Bankruptcy Court or any other party.

8.3 Estimation of Claims and Interests

The Plan Administrator may, in its sole discretion, determine, resolve and/or otherwise adjudicate all Contingent Claims, Unliquidated Claims and Disputed Claims in the Bankruptcy Court or such other court of the Plan Administrator's choice having jurisdiction over the validity, nature or amount thereof. The Plan Administrator may at any time request that the Bankruptcy Court estimate any Contingent Claim, Unliquidated Claim or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code for any reason or purpose, regardless of whether any of the Debtors have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any Contingent Claim, Unliquidated Claim or Disputed Claim, that estimated amount shall constitute the maximum limitation on such Claim and the Plan Administrator may pursue supplementary proceedings to object to the ultimate allowance of such Claim; provided that such limitation shall not apply to Claims requested to be estimated for voting purposes only.

All of the aforementioned objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such Claim unless the Holder of such Claim has filed a motion requesting the right to seek such reconsideration on or before twenty (20) calendar days after the date such Claim is estimated by the Bankruptcy Court.

8.4 Payments and Distributions for Disputed Claims

(a) No Distributions Pending Allowance

Notwithstanding any other provision in the Plan or the Plan Administrator Agreement, 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 a Final Order, and the Disputed Claim, or some portion thereof, has become an Allowed Claim. To the extent that a Claim is not a Disputed Claim but is held by a Holder that is or may be liable to the Debtors or the Liquidating Debtors on account of a Cause of Action, no payments or Distributions shall be made with respect to all or any portion of such Claim unless and until such Claim and liability have been settled or withdrawn or have been determined by Final Order of the Bankruptcy Court or such other court having jurisdiction over the matter.

(b) Disputed Claims Reserve

(i) On the Initial Distribution Date or as soon thereafter as is reasonably practicable, the Plan Administrator shall hold in reserve (the “Disputed Claims Reserve”) the amount of Total Distributable Cash that the Plan Administrator determines would likely have been distributed to the Holders of all Disputed Claims as if such Disputed Claims had been Allowed on the Effective Date, with the amount of such Allowed Claims to be determined, solely for the purposes of establishing reserves and for maximum distribution purposes, to be the lesser of (a) the asserted amount of the Disputed Claim filed with the Bankruptcy Court as set forth in the non-duplicative Proof of Claim, or (if no proof of such Claim was filed) listed in the Schedules, (b) the amount, if any, estimated by the Bankruptcy Court pursuant to section 502(c) of the Bankruptcy Code or ordered by other order of the Bankruptcy Court and (c) the amount otherwise agreed to by the Plan Administrator and the Holder of such Disputed Claim for distribution purposes. With respect to all Disputed Claims that are unliquidated or contingent and for which no dollar amount is asserted on a Proof of Claim, the Debtors will reserve Cash adjusted from time to time equal to the amount reasonably determined by the Plan Administrator.

(ii) The Disbursing Agent may, at the direction of the Plan Administrator, adjust the Disputed Claims Reserve to reflect all earnings thereon (net of any expenses relating thereto, such expenses including any Taxes imposed thereon or otherwise payable by the reserve), to be distributed on the Periodic Distribution Dates, as required by the Plan. The Disbursing Agent shall hold in the Disputed Claims Reserve all dividends, payments and other distributions made on account of, as well as any obligations arising from, the property held in the Disputed Claims Reserve, to the extent that such property continues to be so held at the time such Distributions are made or such obligations arise. The Taxes imposed on the Disputed Claims Reserve (if any) shall be paid by the Disbursing Agent from the property held in the Disputed Claims Reserve, and the Debtors, the Liquidating Debtors and the Plan Administrator shall have no liability for such Taxes.

(iii) After any reasonable determination by the Plan Administrator that the Disputed Claims Reserve should be adjusted downward in accordance with Section 8.4(b)(i) of the Plan, the Disbursing Agent shall, at the direction of the Plan Administrator, effect a distribution in the amount of such adjustment as required by the Plan (an “Adjustment Distribution”), and any date of such Distribution shall be a Periodic Distribution Date.

(iv) After all Disputed Claims have become either Allowed Claims or Disallowed Claims and all Distributions required pursuant to Section 8.4(c) of the Plan have been made, the

Disbursing Agent shall, at the direction of the Plan Administrator, effect a final Distribution of the Cash remaining in the Disputed Claims Reserve so that each Holder of an Allowed Unsecured Claim shall have received, after giving effect to all prior Distributions made to such Allowed Unsecured Claim under the Plan, its respective Ratable Share of Total Distributable Cash allocable to such Allowed Unsecured Claim on or as soon as reasonably practicable after such final Periodic Distribution Date.

(v) It is expected that the Disbursing Agent will (A) make an election pursuant to United States Treasury Regulations section 1.468B-9 to treat the Disputed Claims Reserve as a “disputed ownership fund” within the meaning of that section and (B) allocate taxable income or loss to the Disputed Claims Reserve with respect to any taxable year that would have been allocated to the Holders of Disputed Claims had such Claims been Allowed on the Effective Date (but only for the portion of the taxable year with respect to which such Claims are Disputed Claims). The affected Holders of the Disputed Claims shall be bound by such election, if made by the Disbursing Agent. For federal income tax purposes and, to the extent permitted by applicable law, state and local income tax purposes, absent definitive guidance from the IRS or a contrary determination by a court of competent jurisdiction, the Disbursing Agent shall report consistently with the foregoing characterization. All affected Holders of Disputed Claims shall report, for income tax purposes, consistently with the foregoing.

(c) Distributions after Allowance

To the extent that a Disputed Claim becomes an Allowed Claim after the Effective Date, the Disbursing Agent will, out of the Disputed Claims Reserve, distribute to the Holder thereof the Distribution, if any, to which such Holder is entitled under the Plan in accordance with Section 6.2(a) of the Plan. Subject to Section 6.5 of the Plan, all Distributions made under this Section 8.4(c) on account of Allowed Claims will be made together with any dividends, payments or other distributions made on account of, as well as any obligations arising from, the distributed property, then held in the Disputed Claims Reserve as if such Allowed Claim had been an Allowed Claim on the dates Distributions were previously made to Holders of Allowed Claims in the applicable class under the Plan.

8.5 No Amendments to Claims

The Holder of a Claim must obtain prior authorization from the Bankruptcy Court or the Plan Administrator to amend a Claim. Any amended Claim filed without such prior authorization will not appear on the claims register and will be deemed Disallowed in full and expunged without any action required of the Debtors, Liquidating Debtors or Plan Administrator and without the need for any court order.

ARTICLE IX
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

9.1 Rejected Contracts and Leases

Except as otherwise provided in the Plan, any order of the Bankruptcy Court or in any contract, instrument, release or other agreement or document entered into in connection with the

Plan, each of the Executory Contracts and Unexpired Leases to which any Debtor is a party shall be deemed automatically rejected by the applicable Debtor as of the Effective Date, unless such contract or lease (i) previously has been assumed or rejected by the Debtors, (ii) expired or terminated pursuant to its own terms or (iii) is the subject of a motion to assume or reject pending before the Bankruptcy Court as of the Confirmation Date; provided that nothing contained in the Plan shall constitute an admission by any Debtor that any such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor or its successors and assigns has any liability thereunder; and. The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections described in this Section 9.1, pursuant to section 365 of the Bankruptcy Code, as of the Effective Date.

9.2 Rejection Damages Bar Date

If the rejection of an Executory Contract or Unexpired Lease pursuant to Section 9.1 above gives rise to a Claim by the other party or parties to such Executory Contract or Unexpired Lease, such Claim shall be forever barred and shall not be enforceable against the applicable Debtor or its Estate, the Liquidating Debtors or their respective successors or properties unless a Proof of Claim is filed with the Bankruptcy Court and served on counsel for the Plan Administrator within thirty (30) days after service of notice of entry of the Confirmation Order. The Liquidating Debtors or the Plan Administrator may contest any such Claim in accordance with Section 8.1 of the Plan.

9.3 Indemnification Obligations

Any obligations of the Debtors pursuant to their corporate charters and bylaws or agreements, including amendments, entered into any time prior to the Effective Date, to indemnify, reimburse or limit the liability of any Person pursuant to the Debtors' certificates of incorporation, bylaws, policy of providing employee indemnification, applicable state law or specific agreement in respect of any claims, demands, suits, causes of action or proceedings against such Persons, in each case, based upon any act or omission related to such Persons' service with, for or on behalf of the Debtors prior to the Effective Date with respect to all present and future actions, suits and proceedings relating to the Debtors shall survive Confirmation and, except as set forth herein, remain unaffected thereby, and shall not be discharged, irrespective of whether such defense, indemnification, reimbursement or limitation of liability accrued or is owed in connection with an occurrence before or after the Petition Date; provided that all obligations under this Section 9.3 shall be limited solely to available insurance coverage and neither the Liquidating Debtors nor the Plan Administrator nor any of their assets shall be liable for any such obligations. Any Claim based on the Debtors' obligations set forth in this Section 9.3 shall not be a Disputed Claim or subject to any objection in either case by reason of section 502(e)(1)(B) of the Bankruptcy Code. This provision for indemnification obligations shall not apply to or cover any Claims or Causes of Action against a Person that result in a Final Order determining that such Person seeking indemnification is liable for fraud, willful misconduct, gross negligence, bad faith, self-dealing or breach of the duty of loyalty.

9.4 Modifications, Amendments, Supplements, Restatements or Other Agreements

Modifications, amendments, supplements and restatements to prepetition contracts and leases that have been executed by the Debtors during the Chapter 11 Cases and actions taken in accordance therewith (i) do not alter in any way the prepetition nature of the contracts and leases, or the validity, priority or amount of any Claims against the Debtors that may arise under the same, (ii) are not and do not create postpetition contracts or leases, (iii) do not elevate to administrative expense priority any Claims of the counterparties to the contracts and leases against any of the Debtors and (iv) do not entitle any Entity to a Claim under any section of the Bankruptcy Code on account of the difference between the terms of any prepetition contract or lease and subsequent modifications, amendments, supplements or restatements.

ARTICLE X

**CONDITIONS PRECEDENT TO CONFIRMATION
AND CONSUMMATION OF THE PLAN**

10.1 Condition to Confirmation

The following is a condition precedent to confirmation of the Plan which must be satisfied or waived in accordance with Section 10.3 of the Plan:

- (a) the Confirmation Order shall be entered.

10.2 Conditions to Effective Date

The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied or waived in accordance with Section 10.3 of the Plan:

- (a) the Confirmation Order shall not then be stayed pending appeal, vacated or reversed and shall not have been amended without the agreement of the Debtors;
- (b) the Professional Fee Reserve, the Disputed Claims Reserve and the Wind-down Account shall have been funded in Cash in full;
- (c) the Plan Administrator Agreement shall have been executed by the parties thereto, and the Plan Administrator shall have been appointed and assumed its rights and responsibilities under the Plan and the Plan Administrator Agreement, as applicable; and
- (d) all actions, documents and agreements necessary to implement the provisions of the Plan to be effectuated on or prior to the Effective Date shall have been effected or executed and delivered, and all conditions precedent contained in any of the foregoing shall have been satisfied or waived.

10.3 Waiver of Conditions to Effectiveness

The Debtors may waive any of the conditions set forth in Section 10.1 and 10.2 hereof at any time, with the consent of the Committee (which consent shall not be unreasonably withheld), without any notice to other parties in interest or the Bankruptcy Court and without any formal action other than proceeding to confirm and/or consummate the Plan. The failure to satisfy any condition before the Confirmation Date or the Effective Date may be asserted by the Debtors as a reason not to seek Confirmation or declare an Effective Date, regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by the Debtors, in their sole discretion). The failure of the 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, which may be asserted at any time.

ARTICLE XI

EFFECTS OF CONFIRMATION

11.1 Revesting of Assets

Except as expressly provided elsewhere in the Plan or the Confirmation Order, on the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property (including all interests, rights and privileges related thereto) of each of the Debtors shall vest in each of the respective Liquidating Debtors free and clear of all Claims, Liens, encumbrances, charges and other interests. All Liens, Claims, encumbrances, charges, Interests and other interests shall be deemed fully released and discharged as of the Effective Date, except as otherwise provided in the Plan or the Confirmation Order.

11.2 Binding Effect

The Plan shall be binding upon and inure to the benefit of the Debtors, all present and former Holders of Claims or Interests, whether or not such Holders shall receive or retain any property or interest in property under the Plan, and the respective successors and assigns of each of the foregoing, including, but not limited to, the Liquidating Debtors, the Plan Administrator and all other parties in interest in the Chapter 11 Cases.

11.3 Effects of Confirmation

No Holder may, on account of a Claim or Interest, seek or receive any payment or other distribution from, or seek recourse against, any Debtor or its respective successors, assigns and/or property, except as expressly provided in the Plan.

11.4 Release of Liens

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released, settled, discharged and compromised, and all rights, titles and interests of any

holder of such mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall revert to the Liquidating Debtors and their successors and assigns. The Liquidating Debtors or the Plan Administrator, as applicable, shall be authorized to file any necessary or desirable documents to evidence such release in the name of the party secured by such pre-Effective Date mortgages, deeds of trust, Liens, pledges or other security interests.

11.5 Releases and Discharges

The releases and discharges of Claims and causes of action described in the Plan, including releases by the Debtors and by Holders of Claims, constitute good faith compromises and settlements of the matters covered thereby and are consensual. Such compromises and settlements are made in exchange for consideration, are in the best interests of Holders of Claims, are fair, equitable, reasonable and are integral elements of the resolution of the Chapter 11 Cases in accordance with the Plan. Each of the discharge, release, indemnification and exculpation provisions set forth in the Plan, (a) is within the jurisdiction of the Bankruptcy Court under sections 1334(a), 1334(b) and 1334(e) of title 28 of the United States Code, (b) is an essential means of implementing the Plan, (c) is an integral and non-severable element of the transactions incorporated into the Plan, (d) confers a material benefit on, and is in the best interests of, the Debtors and their Estates and Holders of Claims, (e) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties in interest in the Chapter 11 Cases with respect to the Debtors, (f) is fair, equitable and reasonable and in exchange for good and valuable consideration and (g) is consistent with sections 105, 1123, 1129 and other applicable provisions of the Bankruptcy Code.

11.6 Term of Injunction or Stays

Unless otherwise provided herein, any injunction or stay arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code or otherwise that is in existence on the Confirmation Date shall remain in full force and effect until the Chapter 11 Cases are closed.

11.7 Releases by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan (including Section 11.11 of the Plan) or the Confirmation Order, on and after the Effective Date, for good and valuable consideration, including their cooperation and contributions to these Chapter 11 Cases, the Released Parties shall be deemed released and discharged by the Debtors, the Liquidating Debtors, the Estates and the Plan Administrator from any and all Claims, obligations, debts, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state laws, or otherwise, including any Claims or Causes of Action with respect to Avoidance Actions, Causes of Action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that the Debtors, the Liquidating Debtors, the Estates, the Plan Administrator or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of a Holder or other

Entity or that any Holder or other Entity would have been legally entitled to assert derivatively for or on behalf of the Debtors, the Liquidating Debtors, the Estates or the Plan Administrator based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Liquidating Debtors, the Plan Administrator, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party excluding any assumed Executory Contract or Unexpired Lease, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Plan Administrator Agreement, the marketing and/or sale of the Debtors' assets and/or, in each case, related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a Final Order to have constituted bad faith, willful misconduct (including, without limitation, actual fraud) or gross negligence; provided that if any Released Party directly or indirectly brings or asserts any Claim or Cause of Action that has been released or is contemplated to be released pursuant to the Plan in any way arising out of or related to any document or transaction that was in existence prior to the Effective Date against any other Released Party, then the release set forth in this Section 11.9 shall automatically and retroactively be null and void ab initio with respect to the Released Party bringing or asserting such Claim or Cause of Action; provided, further, that the immediately preceding proviso shall not apply to (i) any action by a Released Party in the Bankruptcy Court (or any other court determined to have competent jurisdiction), including any appeal therefrom, to prosecute the amount, priority or secured status of any prepetition or ordinary course Administrative Claim against the Debtors or (ii) any release or indemnification provided for in any settlement or granted under any other court order, provided that, in the case of (i) and (ii), the Debtors shall retain all defenses related to any such action.

11.8 Voluntary Releases by Holders of Claims and Interests

Except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, for good and valuable consideration, Holders that (i) are deemed to have accepted the Plan or (ii) vote to accept or reject the Plan and do not elect (as permitted on the Ballots) to opt out of the releases contained in this paragraph shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Released Parties from any and all Claims, interests, obligations, debts, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state laws, or otherwise, including those Avoidance Actions, Causes of Action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that such entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Liquidating Debtors, the Estates, the Plan Administrator, the liquidation, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements

between any Debtor and any Released Party excluding any assumed Executory Contract or Unexpired Lease, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Plan Administrator Agreement, the marketing and/or sale of the Debtors' assets and/or, in each case, related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a Final Order to have constituted bad faith, willful misconduct (including, without limitation, actual fraud) or gross negligence, or any Claim by PBGC for any breach of Part 4 of Title 1 of ERISA with respect to the terminated James River Coal Company Pension Plan ; provided that any Released Party that is a holder of a Claim that elects to opt out of the releases contained in this paragraph shall not receive the benefit of the releases set forth in this paragraph (even if for any reason otherwise entitled).

11.9 Exculpation

Pursuant to the Plan, and except as otherwise specifically provided in the Plan or the Confirmation Order, none of the Debtors, the Liquidated Parties or the Released Parties shall have or incur any liability to any holder of a Claim, Interest or Cause of Action for any act or omission in connection with, related to or arising out of, the Chapter 11 Cases, the marketing and/or sale of the Debtors' assets, the negotiation of any settlement or, agreement, contract, instrument, release or document created or entered into in connection with the Plan or in the Chapter 11 Cases (including the Plan Supplement, the Plan Administrator Agreement, and, in each case, any documents related thereto), the pursuit of confirmation of the Plan, the consummation of the Plan, the preparation and distribution of the Disclosure Statement, any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the liquidation of the Debtors and/or the administration of the Plan or the property to be distributed under the Plan, except for any act or omission that is determined in a Final Order to have constituted bad faith, willful misconduct (including, without limitation, actual fraud) or gross negligence. Each Debtor, Liquidating Debtor and Released Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan.

11.10 Injunction

Except as otherwise specifically provided in the Plan or the Confirmation Order, all Persons and Entities who have held, hold or may hold Claims, Interests, Causes of Action, equity interests or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to Section 11.7 hereof; (3) have been released pursuant to Section 11.8 hereof; (4) are subject to exculpation pursuant to Section 11.9 hereof, including exculpated claims (but only to the extent of the exculpation provided in Section 11.9 hereof); or (5) are otherwise stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind, whether directly, derivatively or otherwise, including on account of any Claim, Interest,

Cause of Action, equity interest or liability that has been compromised or settled against any Released Party (or the property or estate of any Released Party) on account of or in connection with or with respect to any released, settled, compromised, or exculpated Claim, Interest, Cause of Action, equity interest or liability; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against any Released Party or its property on account of or in connection with or with respect to any such released, settled, compromised or exculpated Claim, Interest, Cause of Action, equity interest or liability; (c) creating, perfecting or enforcing any Lien, Claim or encumbrance of any kind against any Released Party or its property on account of or in connection with or with respect to any such released, settled, compromised or exculpated Claim, Interest, Cause of Action, equity interest or liability; (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from any Released Party or its property on account of or in connection with or with respect to any such released, settled, compromised or exculpated Claims, interests, Causes of Action, Interests or liabilities (unless such holder has filed a timely Proof of Claim with the Bankruptcy Court preserving the right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise); and (e) commencing or continuing in any manner any action or other proceeding of any kind against any Released Party or its property on account of or in connection with or with respect to any such released, settled, compromised or exculpated Claim, Interest, Cause of Action, equity interest or liability released, settled or compromised pursuant to the Plan; provided that nothing contained herein shall preclude a Person or Entity from obtaining benefits directly and expressly provided to such Person or Entity pursuant to the terms of the Plan; provided, further, that nothing contained herein shall be construed to prevent any Person or Entity from defending against claims objections or collection actions whether by asserting a right of setoff or otherwise to the extent permitted by law.

11.11 Preservation of Causes of Action

(a) Except as expressly provided in this Article XI or the Confirmation Order, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights or Causes of Action, including Avoidance Actions, that the Debtors, the Liquidating Debtors, the Estates or the Plan Administrator may have or that the Liquidating Debtors or the Plan Administrator may choose to assert under any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including, without limitation, (i) any and all Causes of Action, including Avoidance Actions, or Claims against any Person or Entity, to the extent such Person or Entity asserts a cross-claim, counterclaim and/or claim for setoff that seeks affirmative relief against the Debtors or the Liquidating Debtors or their officers, directors or representatives or (ii) the turnover of any property of the Estates.

(b) Except as expressly provided in this Article XI or the Confirmation Order, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights or Causes of Action, including Avoidance Actions, that the Debtors had immediately prior to the Petition Date or the Effective Date against or regarding any Claim. The Liquidating Debtors and the Plan Administrator shall have, retain, reserve and be entitled to assert all such rights and Causes of Action as fully as if the Chapter 11 Cases had not been commenced, and all of the Liquidating Debtors' legal and equitable rights respecting any Claim

may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

(c) Except as expressly provided in this Article XI or the Confirmation Order, nothing contained in the Plan or the Confirmation Order shall be deemed to release any post-Effective Date obligations of any party under the Plan, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

11.12 Compromise and Settlement of Claims and Controversies

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Causes of Action and controversies relating to the contractual, legal and subordination rights that a Holder may have relating to any Allowed Unimpaired Claim, or any Distribution to be made on account of an Allowed Claim. Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the benefits provided under the Plan and as a mechanism to effect a fair distribution of value to the Debtors' constituencies, except as set forth in the Plan, the provisions of the Plan shall also constitute a good faith compromise of all Claims, Causes of Action and controversies by any Debtor against any other Debtor. In each case, the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtors, their Estates and the holders of such Claims, Causes of Action and controversies and is fair, equitable and reasonable. In accordance with the provisions of the Plan, pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice or action, order or approval of the Bankruptcy Court, the Debtors may compromise and settle Claims against them and Causes of Action against other Entities, in their sole discretion, and after the Effective Date, such right shall pass to the Liquidating Debtors.

ARTICLE XII

RETENTION OF JURISDICTION

12.1 Retention of Jurisdiction

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

(a) To the extent not otherwise determined by the Plan, determine (i) the allowance, classification or priority of Claims upon objection by any party in interest entitled to file an objection and (ii) the validity, extent, priority and nonavoidability of consensual and nonconsensual Liens and other encumbrances against assets or property of the Estates and/or the Liquidating Debtors;

(b) Issue injunctions or take such other actions or make such other orders as may be necessary or appropriate to restrain interference with the Plan or its execution or implementation by any Entity or Person, construe and to take any other action to enforce and execute the Plan, the Confirmation Order or any other order of the Bankruptcy Court, issue such orders as may be necessary for the implementation, execution, performance and consummation of the Plan and all matters referred to herein, and determine all matters that may be pending before the Bankruptcy Court in the Chapter 11 Cases on or before the Effective Date with respect to any Entity or Person;

(c) Recover and protect the assets or property of the Estates and/or the Liquidating Debtors, wherever located, including Causes of Action, from claims against, or interference with, such assets or property, including actions to quiet or otherwise clear title to such property or to resolve any dispute concerning Liens or other encumbrances on any such assets or property;

(d) Determine any and all applications for allowance of Professional Fee Claims;

(e) Resolve any dispute arising under or related to the implementation, execution, consummation or interpretation of the Plan and the making of Distributions hereunder;

(f) Determine any and all motions related to the rejection, assumption or assignment of Executory Contracts or Unexpired Leases and the allowance of Cure amounts and Claims resulting therefrom and determine any issues arising from the deemed rejection of Executory Contracts and Unexpired Leases set forth in Article IX of the Plan;

(g) Except as otherwise provided herein, determine all applications, motions, adversary proceedings, contested matters, actions and any other litigated matters instituted in and prior to the closing of the Chapter 11 Cases, including any remands;

(h) Enter an order closing each of the Chapter 11 Cases;

(i) Modify the Plan under section 1127 of the Bankruptcy Code, remedy any defect, cure any omission or reconcile any inconsistency in the Plan or the Confirmation Order so as to carry out their intent and purposes;

(j) Issue such orders in aid of consummation of the Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Entity or Person, to the full extent authorized by the Bankruptcy Code;

(k) Determine any Tax liability pursuant to section 505 of the Bankruptcy Code;

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

(m) Resolve any disputes concerning whether an Entity or Person had sufficient notice of the Chapter 11 Cases, the applicable Bar Date, the hearing to consider approval of the Disclosure Statement or the Confirmation Hearing or for any other purpose;

- (n) Resolve any dispute or matter arising under or in connection with any order of the Bankruptcy Court entered in the Chapter 11 Cases;
- (o) Authorize, as may be necessary or appropriate, sales of assets as necessary or desirable and resolve objections, if any, to such sales;
- (p) Resolve any disputes concerning any release, discharge, injunction, exculpation or other waiver or protection provided in the Plan;
- (q) Approve, if necessary, any Distributions, or objections thereto, under the Plan;
- (r) Approve, as may be necessary or appropriate, any Claim settlement entered into or offset exercised by the Plan Administrator;
- (s) Resolve any dispute or matter arising under or in connection with the Plan Administrator Agreement;
- (t) Order the production of documents, disclosures or information, or to appear for deposition demanded pursuant to Bankruptcy Rule 2004; and
- (u) Determine any other matters that may arise in connection with or are related to the Plan, the Disclosure Statement, the Confirmation Order or any other contract, instrument, release or other agreement or document related to the Plan, the Disclosure Statement or the Plan Supplement; and
- (v) Determine such other matters, and for such other purposes, as may be provided in the Confirmation Order or that are not inconsistent with the Bankruptcy Code.

Notwithstanding the foregoing, if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under or related to the Chapter 11 Cases, the provisions of this Article XI shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Modifications and Amendments

(a) The Debtors may alter, amend or modify the Plan, including the Plan Supplement, 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 relating to such matters as may be necessary to carry out the purposes and effects of the Plan.

(b) Before the Effective Date, the Debtors may make appropriate adjustments and modifications to the Plan, including the Plan Supplement, without further order or approval of the Bankruptcy Court; provided that such adjustments and modifications do not materially and adversely affect the treatment of Holders of Claims or Interests.

13.2 Revocation or Withdrawal of the Plan and Effects of Non-occurrence of the Confirmation Date or the Effective Date

The Debtors reserve the right to revoke, withdraw or delay consideration of the Plan as to any or all of the Debtors prior to the Confirmation Date and to file subsequent plans. If the Plan is revoked, withdrawn or delayed as to fewer than all of the Debtors, such revocation, withdrawal or delay shall not affect the enforceability of the Plan as it relates to the Debtors for which the Plan is not revoked, withdrawn or delayed. If the Debtors revoke or withdraw the Plan as to any or all of the Debtors, or if Confirmation or consummation of the Plan as to any or all of the Debtors does not occur, then, with respect to such Debtors, (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims), assumption or rejection of executory contracts or leases effected by the Plan and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Interests in, such Debtors or any other Person, (ii) prejudice in any manner the rights of such Debtors or any other Person or (iii) constitute an admission of any sort by such Debtors or any other Person.

If the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction over any request to extend the deadline for assuming or rejecting Executory Contracts and Unexpired Leases.

13.3 Severability of Plan Provisions

If any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, then 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.

13.4 Successors and Assigns

The rights, benefits and obligations of any Person 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 that Person.

13.5 Payment of Statutory Fees

All fees payable through the Effective Date pursuant to 28 U.S.C. § 1930 shall be paid on or as soon as practicable after the Effective Date. The Debtors, prior to the Effective Date, and the Plan Administrator, on behalf of the Liquidating Debtors, from and after the Effective Date, shall pay U.S. Trustee Fees in accordance with 28 U.S.C. § 1930 until the Chapter 11 Cases are closed or converted and/or the entry of final decrees.

13.6 Exemption from Transfer Taxes and Recording Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfer of property pursuant to or in connection with the Plan shall not be subject to any document recording tax, stamp tax, sales and use tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee or other similar tax or governmental assessment in the United States. The Confirmation Order shall direct the appropriate federal, 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.

13.7 Expedited Tax Determination

The Liquidating Debtors or the Plan Administrator may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for or on behalf of such Debtors or Liquidating Debtors for all taxable periods ending on or before the Effective Date.

13.8 Claims Against Other Debtors

Nothing in the Plan or the Disclosure Statement or any document or pleading filed in connection therewith shall constitute or be deemed to constitute an admission that any of the Debtors are subject to or liable for any Claim against any other Debtor.

13.9 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.

13.10 Section 1125 of the Bankruptcy Code

As of and subject to the occurrence of the Confirmation Date: (a) the Debtors shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125(a) and 1125(e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation and (b) the Debtors and each of their respective Affiliates, agents, directors, officers, employees, advisors and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code and, therefore, are not, and on account of such

solicitation will not be, liable at any time for any violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan.

13.11 Service of Documents

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

The Debtors and the Liquidating Debtors:

Davis Polk & Wardwell LLP
Attn: Marshall S. Huebner
Brian M. Resnick
Michelle M. McGreal
450 Lexington Avenue
New York, NY 10017
Facsimile: (212) 701-5800
Email: jrcs.service@davispolk.com

-and-

Hunton & Williams LLP
Attn: Tyler P. Brown
Henry P. Long III
Justin F. Paget
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, VA 23219
Facsimile: (804) 788-8218
Email: tpbrown@hunton.com
hlong@hunton.com
jpaget@hunton.com

Plan Administrator:

Byron Advisors LLC
1623 Third Avenue, Suite 20A
Attn: William B. Murphy
Tel: (804) 783-6292
Email: william.murphy@jamesrivercoal.com

13.12 Plan Supplement

Exhibits to the Plan not attached hereto shall be filed in one or more Plan Supplements by the Plan Supplement Filing Date, which Plan Supplement(s) may be altered, modified or amended in accordance with Section 13.1 of the Plan. Any Plan Supplement (and amendments thereto) filed by the Debtors shall be deemed an integral part of the Plan and shall be incorporated by reference as if fully set forth herein. Substantially contemporaneously with their filing, the Plan Supplement(s) may be viewed at the Debtors' Case Information Website or the Bankruptcy Court's Website. Copies of case pleadings, including the Plan Supplement(s), also may be examined between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding federal holidays, at the Office of the Clerk of the Court, 701 East Broad Street, Suite 4000, Richmond, VA 23219.

13.13 Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. Before the Effective Date, none of the filing of the Plan, any statement or provision contained herein or the taking of any action by the Debtors related to the Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors of any kind, including as to the Holders of Claims against or Interests in the Debtors or as to any treatment or classification of any contract or lease.

13.14 Further Assurances

The Debtors, the Liquidating Debtors, the Plan Administrator and all Holders receiving Distributions hereunder and all other parties in interest may and shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

13.15 Case Management Order

Except as otherwise provided herein, the Case Management Order shall remain in full force and effect, and all Court Papers (as defined in the Case Management Order) shall be filed and served in accordance with the procedures set forth in the Case Management Order; provided that, on and after the Effective Date, Court Papers need only be served on (i) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner and Brian M. Resnick and (ii) Hunton & Williams LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attn: Tyler P. Brown; provided, further, that final requests for payment of Professional Fee Claims filed pursuant to Section 7.1 of the Plan (and all Court Papers related thereto) shall also be served on (a) the Office of the United States Trustee for the Eastern District of Virginia, 701 Broad Street, Suite 4304, Richmond, Virginia 23219, Attn: Robert B. Van Arsdale and (b) Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Michael Stamer and Alexis Freeman.

Dated: March 8, 2016

JAMES RIVER COAL COMPANY, *et al.*, Debtors and Debtors-in-Possession

By: /s William B. Murphy
Name: William B. Murphy
Title: Chief Restructuring Officer

SCHEDULE 1

Debtor Entities

- | | |
|--|---|
| 1. James River Coal Company (2012) | 18. IRP WV Corp. (6050) |
| 2. BDCC Holding Company, Inc. (3200) | 19. James River Coal Sales, Inc. (3417) |
| 3. Bell County Coal Corporation (0806) | 20. James River Coal Service Company (2577) |
| 4. Bledsoe Coal Corporation (4821) | 21. James River Escrow Inc. (0314) |
| 5. Bledsoe Coal Leasing Company (6654) | 22. Jellico Mining, LLC (4545) |
| 6. Blue Diamond Coal Company (3812) | 23. Johns Creek Coal Company (9412) |
| 7. Buck Branch Resources LLC (1459) | 24. Johns Creek Elkhorn Coal Corporation (9199) |
| 8. Chafin Branch Coal Company, LLC (7873) | 25. Johns Creek Processing Company (4021) |
| 9. Eolia Resources, Inc. (0587) | 26. Laurel Mountain Resources LLC (1458) |
| 10. Hampden Coal Company, LLC (4334) | 27. Leeco, Inc. (4176) |
| 11. International Resource Partners LP (8669) | 28. Logan & Kanawha Coal Co., LLC (5716) |
| 12. International Resources Holdings I LLC (9838) | 29. McCoy Elkhorn Coal Corporation (8373) |
| 13. International Resources Holdings II LLC (1567) | 30. Rockhouse Creek Development, LLC (9583) |
| 14. International Resources, LLC (2522) | 31. Shamrock Coal Company, Incorporated (1843) |
| 15. IRP GP Holdco LLC (5380) | 32. Snap Creek Mining, LLC (6858) |
| 16. IRP Kentucky LLC (1454) | 33. Triad Mining Inc. (9005) |
| 17. IRP LP Holdco Inc. (4447) | 34. Triad Underground Mining, LLC (9041) |

SCHEDULE 2

Debtor Groups

Group 1 Debtors

- | | |
|--|------------------------------|
| 6. Blue Diamond Coal Company (3812) | 33. Triad Mining Inc. (9005) |
| 28. Logan & Kanawha Coal Co., LLC (5716) | |

Group 2 Debtors

- | | |
|--|---|
| 1. James River Coal Company (2012) | 18. IRP WV Corp. (6050) |
| 2. BDCC Holding Company, Inc. (3200) | 19. James River Coal Sales, Inc. (3417) |
| 3. Bell County Coal Corporation (0806) | 20. James River Coal Service Company (2577) |
| 4. Bledsoe Coal Corporation (4821) | 21. James River Escrow Inc. (0314) |
| 5. Bledsoe Coal Leasing Company (6654) | 22. Jellico Mining, LLC (4545) |
| 7. Buck Branch Resources LLC (1459) | 23. Johns Creek Coal Company (9412) |
| 8. Chafin Branch Coal Company, LLC (7873) | 24. Johns Creek Elkhorn Coal Corporation (9199) |
| 9. Eolia Resources, Inc. (0587) | 25. Johns Creek Processing Company (4021) |
| 10. Hampden Coal Company, LLC (4334) | 26. Laurel Mountain Resources LLC (1458) |
| 11. International Resource Partners LP (8669) | 27. Leeco, Inc. (4176) |
| 12. International Resources Holdings I LLC (9838) | 29. McCoy Elkhorn Coal Corporation (8373) |
| 13. International Resources Holdings II LLC (1567) | 30. Rockhouse Creek Development, LLC (9583) |
| 14. International Resources, LLC (2522) | 31. Shamrock Coal Company, Incorporated (1843) |
| 15. IRP GP Holdco LLC (5380) | 32. Snap Creek Mining, LLC (6858) |
| 16. IRP Kentucky LLC (1454) | 34. Triad Underground Mining, LLC (9041) |
| 17. IRP LP Holdco Inc. (4447) | |