

CONFIDENTIAL SUBJECT TO RULE 408 SETTLEMENT PRIVILEGE
NOT A SOLICITATION
SUBJECT TO BANKRUPTCY PROCESS

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

In re:	§	
	§	CASE NO. 10-13528
MILLENNIUM MULTIPLE EMPLOYER	§	(Chapter 11)
WELFARE BENEFIT PLAN	§	
	§	
Debtor.	§	

DEBTOR'S CHAPTER 11 PLAN OF LIQUIDATION

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INTRODUCTION

Millennium Multiple Employer Welfare Benefit Plan hereby proposes this Debtor's Chapter 11 Plan of Liquidation pursuant to the provisions of section 1121 of the Bankruptcy Code. All parties-in-interest are encouraged to carefully read this Plan and the accompanying Disclosure Statement, which contains a summary and analysis of the Plan. No solicitation materials, other than the Disclosure Statement, its exhibits, and related materials have been approved by the Court for use in soliciting acceptances or rejections of this Plan.

ARTICLE I
DEFINITIONS AND INTERPRETATION

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

1.2 “Administrative Claim” means a Claim for any cost or expense of administration of the Bankruptcy Case under section 503(b) of the Bankruptcy Code, including, without limitation, any fees or charges assessed against the Estate of the Debtor pursuant to 28 U.S.C. § 1930.

1.3 “Administrative Claim Bar Date” means the day that is thirty (30) days after the Effective Date, and represents the deadline for certain holders of Administrative Claims requiring approval from the Bankruptcy Court for the Allowance of the Administrative Claim to file applications requesting the Allowance of same as provided for in section 3.1 of the Plan.

1.4 “All Contributions” means all cash contributions by all Covered Employers to Millennium, plus, all accumulation values of any Life Policy transferred to or contributed to Millennium by any Covered Employer on the date nearest the date the Life Policy was received by Millennium (minus any existing policy loans as of the transfer date), as reflected in the Debtor’s records.

1.5 “Allowed” means, as it relates to any type of Claim provided for under the Plan, a Claim: (i) which has been scheduled as undisputed, non-contingent and liquidated in the Schedules and as to which: (a) no proof of Claim has been timely filed, and (b) no objection thereto has been timely filed; (ii) as to which a proof of Claim has been timely filed and either (a) no objection thereto has been timely filed, or (b) such Claim has been allowed (but only to the extent allowed) by a Final Order of the Bankruptcy Court; (iii) which has been expressly allowed under the provisions of the Plan; or (iv) which is an Administrative Claim approved by Final Order of the Bankruptcy Court.

1.6 “Allowed Administrative Claim” means: (i) an Administrative Claim that has been Allowed (but only to the extent Allowed), if approval from the Bankruptcy Court is required in order to allow same; or (ii) an Administrative Claim which: (a) is incurred by the Debtor after the Petition Date in the ordinary course of its business operations or pursuant to an order entered by the Bankruptcy Court granting automatic administrative claim status; (b) is not disputed by the Debtor, the Committee, or the Millennium Liquidation Trustee; and (c) does not require approval from the Bankruptcy Court to become Allowed.

1.7 “Allowed Non-Litigation Participant Claim” means a Claim by a Non-Litigation Participant that has been Allowed under paragraph 4.4.1 of the Plan.

1.8 “**Allowed Priority Claim**” means a Priority Claim that has been Allowed (but only to the extent Allowed).

1.9 “**Allowed Secured Claim**” means a Secured Claim Allowed by Final Order of the Bankruptcy Court under section 506(a) of the Bankruptcy Code, but only to the extent, validity, and priority as are so Allowed.

1.10 “**Assets**” means all property of the Debtor’s estate, as defined in section 541 of the Bankruptcy Code.

1.11 “**Attributed Contribution**” means all cash contributions made to Millennium by a Covered Employer for a Participant, plus, if applicable, the accumulation values of any Life Policy transferred to or contributed to Millennium for the benefit of that Participant on the date nearest the date the Life Policy was received by Millennium (minus any existing policy loans as of the transfer date), as reflected in Debtor’s records, as set forth in **Exhibit A** to this Plan.

1.12 “**Avoidance Actions**” means any and all rights, claims or actions which the Debtor may assert on behalf of the Estate under chapter 5 of the Bankruptcy Code, including actions under one or more provisions of sections 542, 544, 545, 546, 547, 548, 549, 550, 551 and/or 553 of the Bankruptcy Code, except to the extent that any such rights, claims, or actions are released or waived in the Plan.

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

1.14 “**Bankruptcy Case**” means the bankruptcy case initiated by the Millennium Multiple Employer Welfare Benefit Plan in the Bankruptcy Court on the Petition Date, numbered as Case No. 10-13528-11.

1.15 “**Bankruptcy Code**” means 11 U.S.C. §§ 101, *et seq.*, in effect as of the Petition Date and as may have been or may be amended or supplemented since, to the extent that any such amendment or supplement is automatically applicable to the Bankruptcy Case by operation of law and not by operation of any election or choice.

1.16 “**Bankruptcy Court**” means the United States Bankruptcy Court for the Western District of Oklahoma, or, if such court ceases to exercise jurisdiction, the court or adjunct thereof that exercises jurisdiction over the Bankruptcy Case.

1.17 “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure, together with the local bankruptcy rules for the Bankruptcy Court as now in effect or as the same may from time to time hereafter be amended.

1.18 “**Business Day**” means any day which is not a Saturday, a Sunday, or a “legal holiday” within the meaning of Bankruptcy Rule 9006(a).

1.19 “**Cash Surrender Value**” means the accumulation value of a Life Policy, minus (a) any loans, costs or expenses imposed by the Insurer associated with any loan, and (b) surrender charges.

1.20 “**Claim**” means a claim against the Debtor, the Estate, and/or property of the Debtor or the Estate, as such term is defined in section 101(5) of the Bankruptcy Code.

1.21 “**Claim Bar Date**” means February 14, 2011.

1.22 “**Claim Objection Deadline**” means the date which, subject to extension upon request of the Millennium Liquidation Trustee, is 180 days after the Effective Date.

1.23 “**Class**” means one of the categories of Claims established under Article II of the Plan.

1.24 “**Creditor**” means the holder of any Claim entitled to distributions with respect to such Claim.

1.25 “**Committee**” means the Official Unsecured Creditors Committee appointed in the Bankruptcy Case.

1.26 “**Confirmation Date**” means the date of entry of the Confirmation Order.

1.27 “**Confirmation Hearing**” means the hearing conducted by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code and Bankruptcy Rule 3020(b) to consider confirmation of the Plan, as the same may be continued from time to time.

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

1.29 “**Covered Employer**” means the persons listed on **Exhibit B** to this Plan.

1.30 “**Death Benefit**” has the meaning ascribed to such term in the Millennium Master Plan.

1.31 “**Debtor**” means the Millennium Multiple Employer Welfare Benefit Plan.

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

1.33 “**Disclosure Statement**” means the Disclosure Statement with respect to this Plan, approved by the Bankruptcy Court as containing adequate information for the purpose of dissemination and solicitation of votes on confirmation of the Plan, or as it may be altered, amended or modified from time to time in accordance with sections 1125, 1126(b) and 1145 of the Bankruptcy Code and Bankruptcy Rules 3016 and 3017.

1.34 “**Disputed Claim**” means any Claim or any portion thereof which has not become Allowed and which is not a Disallowed Claim. In the event that any part of a Claim is a Disputed Claim, such Claim in its entirety shall be deemed to constitute a Disputed Claim for purposes of distribution under the Plan unless the party responsible for the payment thereof, the objecting party, and the holder thereof agree otherwise or unless otherwise ordered by the Bankruptcy Court; *provided, however*, that nothing in this definition of “Disputed Claim” is intended to or does impair the rights of any holder of a Disputed Claim to pursue its rights under section 502(c) of the Bankruptcy Code. Without limiting any of the foregoing, but subject to the provisions of the Plan, a Claim that is the subject of a pending application, motion, complaint, objection, or any other legal proceeding seeking to disallow, limit, subordinate, or estimate such Claim shall be deemed to constitute a Disputed Claim unless and until the entry of a Final Order providing otherwise.

1.35 “**Effective Date**” means the first Business Day that is fifteen (15) days after the Confirmation Date if the Confirmation Order is not stayed or, if the Confirmation Order is stayed, the first Business Day following the lifting, dissolution, or removal of such stay which is at least fifteen (15) days after the Confirmation Date.

1.36 “**ERISA**” means 29 U.S.C. 1001 *et seq.*

1.37 “**Estate**” means the estate created in the Bankruptcy Case pursuant to, *inter alia*, section 541 of the Bankruptcy Code.

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

1.39 “**Final Order**” means (a) an Order for which the time to appeal, petition for writ of certiorari, or otherwise seek appellate review, or to move for re-argument, rehearing, or reconsideration, has expired and as to which no appeal, petition for writ of certiorari, or other appellate review, or proceedings for re-argument, rehearing, or reconsideration, shall then be pending; (b) an Order for which any right to appeal, petition for writ of certiorari, or move for re-argument or rehearing or reconsideration shall have been waived in writing by any person with such right; or (c) in the event that an appeal, writ of certiorari, or other appellate review or re-argument, rehearing, or reconsideration thereof has been sought, an Order that shall have been affirmed by the highest court to which such order was appealed or from which writ of certiorari or other appellate review or re-argument, rehearing, or reconsideration was sought, and as to which the time to take any further appeal, to petition for writ of certiorari, to otherwise seek appellate review, or to move for re-argument, rehearing, or reconsideration shall have expired; provided, however, that the possibility that a motion under rule 59 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed with respect to such Order shall not cause such Order not to be a Final Order.

1.40 “**Insurer**” means each company issuing a Life Policy or Life Policies.

1.41 “**IRS Settlement**” shall mean any settlement between Millennium and the Internal Revenue Service approved by the Bankruptcy Court pursuant to a motion under Federal Rule of Bankruptcy Procedure 9019 or as a part of the confirmation hearing.

1.42 “**Life Benefit**” has the meaning ascribed to such term in the Millennium Master Plan and subject to, upon the Effective Date, the meaning ascribed by this Plan.

1.43 “**Life Benefit Ratio**” means an individual Participant’s Attributed Contribution divided by the Attributed Contributions of all Participants.

1.44 “**Life Policy**” or “**Life Policies**” means the life insurance policies on the lives of the Participants owned by RBT as the Debtor’s trustee.

1.45 “**Litigation**” means the lawsuits listed on **Exhibit C** to this Plan.

1.46 “**Litigation Claim**” means a claim stated in the Litigation.

1.47 “**Litigation Claimants**” means the Persons listed on **Exhibit D(1)** to this Plan.

1.48 “**Millennium**” means the Millennium Multiple Employer Welfare Benefit Plan, as amended, and shall refer to the Debtor where the context so requires.

1.49 “**Millennium Liquidation Plan Committee**” means the successor Plan Committee created pursuant to this Plan and section 1.05 of the Millennium Master Plan, as may be reconstituted from time to time in accordance with the terms thereof.

1.50 “**Millennium Liquidation Trustee**” means the successor Trustee designated and submitted to the Bankruptcy Court for approval pursuant to sections 1.31 and 2.05.a of the Millennium Master Plan and section 6.1 of this Plan, and any disinterested successor thereto chosen in accordance with the aforementioned provisions who enters into the Millennium Trust Agreement as provided by Article I, section 1.22 of the Millennium Trust Agreement. The Millennium Liquidation Trustee shall have all the powers and authorities conferred upon it under this Plan, the Millennium Master Plan, and the Millennium Trust Agreement as set forth in section 2.05.b of the Millennium Master Plan.

1.51 “**Millennium Master Plan**” means the Master Plan of the Millennium Multiple Employer Welfare Benefit Plan effective as amended on the 1st day of January 2005.

1.52 “**Millennium Trust**” means the trust established under the Millennium Multiple Employer Welfare Benefit Plan.

1.53 “**Millennium Trust Agreement**” means the Trust Agreement for the Millennium Multiple Employer Welfare Benefit Plan dated February 20, 2003.

1.54 “**Non-Litigation Participants**” means Participants who are not Litigation Claimants.

1.55 “**Non-Litigation Participant Claim**” means any Claim by a Non-Litigation Participant.

1.56 “**Participants**” means the Persons listed on **Exhibit D** to this Plan.

1.57 “**Participant Claim**” means a Claim by a Participant.

1.58 “**Participating Defendants**” means the Persons listed on **Exhibit E** to the Plan.

1.59 “**Person**” means and includes natural persons, corporations, limited partnerships, general partnerships, joint ventures, trusts, land trusts, business trusts, unincorporated organizations, or other legal entities, including but not limited to limited liability corporations and limited liability partnerships, irrespective of whether they are governments, agencies or political subdivisions thereof.

1.60 “**Petition Date**” means June 9, 2010.

1.61 “**Plan**” means this *Debtor’s Chapter 11 Plan of Liquidation*, either in its present form or as it may be altered, amended or modified from time to time in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

1.62 “**Plan Committee**” means the Debtor’s governing committee, as it may be constituted or changed from time to time pursuant to the section 1.05 of the Millennium Master Plan, until the Effective Date.

1.63 “**Plan Committee Members**” means Jonathan Cocks, Larry Cress, David Esman and Timothy O’Rourke.

1.64 “**Priority Claim**” means a Claim entitled to priority in payment under section 507(a) of the Bankruptcy Code, excluding any Claim that is an Administrative Claim.

1.65 “**Pro Rata**” or “**Pro Rata Share**” means, with respect to any Allowed Claim in any Class under this Plan of the Millennium Trust, the proportion that such Allowed Claim bears to the aggregate amount of all Allowed Claims in such Class.

1.66 “**Rejection Claim**” means a Claim arising under section 502(g) of the Bankruptcy Code as a consequence of the rejection of any Executory Contract.

1.67 “**Release**” means the release set forth in Article 11.2.3 of this Plan.

1.68 “**RBT**” means Republic Bank & Trust, located in Norman, Oklahoma, which acts as the trustee for Millennium, or its successor as trustee, but does not include the Millennium Liquidation Trustee.

1.69 “**Schedules**” means the Schedules of Assets and Liabilities and the Statements of Financial Affairs filed by the Debtor in the Bankruptcy Case pursuant to Bankruptcy Rule 1007, as they have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.

1.70 “**SecurePlan**” means SecurePlan Administrators, LLC, which acts as the Debtor’s third party administrator.

1.71 “**Secured Claim**” means a Claim that is alleged to be secured, in whole or in part, (i) by a lien against an asset of the Debtor or the Estate to the extent such lien is valid, perfected and enforceable under applicable non-bankruptcy law and is not subject to avoidance or subordination under the Bankruptcy Code or other applicable non-bankruptcy law, but only to the extent that such Claim is secured within the meaning of section 506(a) of the Bankruptcy Code; or (ii) as a result of rights of setoff under section 553 of the Bankruptcy Code.

1.72 “**Secured Creditor**” means the holder of a Secured Claim.

1.73 “**Settlement Contribution**” means the consideration, if any, paid by each of the Participating Defendants to the Debtor or the Millennium Liquidation Trustee for the benefit of Settlement Participants.

1.74 “**Settlement Participants**” means all Non-Litigation Participants who cast a Ballot to accept the Plan and “opt in” to any settlement(s) with Participating Defendants by checking the applicable “opt in” box on the Ballot.

1.75 “**Settlement Funds**” means the separate account held by the Millennium Trust consisting of the Settlement Contributions, if any, received from Participating Defendants, if any.

1.76 “**Third Party Defendant**” means any of the parties, not including the Debtor, that have been sued by any of the Litigation Claimants as of the Confirmation Date.

1.77 “**Total Cash Surrender Value**” means the aggregate of all Cash Surrender Values of all Life Policies in Millennium minus any amounts required for expenses or reserves set up by the Millennium Liquidation Trustee in consultation with the Millennium Liquidation Plan Committee.

1.78 “**Unsecured Claim**” means any Claim that is not secured by a valid, enforceable, and unavoidable lien against any asset of the Debtor or the Estate, but excluding any Administrative Claim, Priority Claim, or Allowed Secured Claim, but including a Secured Claim to the extent it is not an Allowed Secured Claim.

1.79 “**Unsecured Creditor**” means the holder of an Unsecured Claim.

ARTICLE II CLASSIFICATION OF CLAIMS

2.1 **Classification Generally.** All Allowed Claims, except Allowed Administrative Claims, are placed in Classes under the Plan. A Claim is classified within a particular Class only to the extent that the Claim qualifies under the description of that Class. A Claim which is properly includible in more than one Class is only entitled to inclusion within a particular Class to the extent that it qualifies under the description of such Class, and shall be included within a different Class(es) to the extent that it qualifies under the description of such different Class(es).

2.2 Unclassified Claims. In accordance with section 123(a)(1) of the Bankruptcy Code, Administrative Claims are not classified under this Plan.

2.3 Classified Claims and Interests. Claims are classified under this Plan as follows:

2.3.1 Class 1—Priority Claims. Class 1 consists of Priority Claims.

2.3.2 Class 2—Secured Claims. Class 2 consists of Secured Claims.

2.3.3 Class 3—Unsecured Claims -- Other than Participant Claims. Class 3 consists of Unsecured Claims that do not constitute Administrative Claims, Priority Claims, Participant Claims, or Subordinated Claims.

2.3.4 Class 4—Participant Claims. Class 4 consists of Participant Claims.

2.3.5 Class 5—Subordinated Claims. Class 5 consists of Claims held by a creditor whose repayment by the Debtor is subordinated in right of payment by a contract right or a Final Order.

ARTICLE III TREATMENT OF UNCLASSIFIED CLAIMS

3.1 Administrative Claims.

3.1.1 Bar Date for Administrative Claims. Holders of Administrative Claims, other than: (a) Allowed Administrative Claims; (b) Administrative Claims that represent liabilities incurred on or after the Petition Date, but prior to the Effective Date, in the ordinary course of the Debtor’s business which may be paid in the ordinary course of the Debtor’s business without order of the Bankruptcy Court; and (c) Administrative Claims that constitute fees or charges assessed against the Estate under Chapter 123, Title 28, United States Code, must by no later than thirty (30) days after the Effective Date (the “Administrative Claim Bar Date”): (i) file an application with the Bankruptcy Court for allowance of the Administrative Claim; and (ii) serve a copy of such application on counsel for the Debtor, counsel for the Committee, the United States Trustee, the Millennium Liquidation Trustee, and all other parties otherwise entitled to notice thereof. *Failure to file and serve such application and notice by the Administrative Claims Bar Date shall result in the Administrative Claim being forever barred and discharged.*

3.1.2 Treatment of Administrative Claims. In full and final satisfaction of Allowed Administrative Claims, each Allowed Administrative Claim shall, unless otherwise agreed, be paid by the Millennium Liquidation Trustee either (a) in full in Cash by no later than the later of: (i) fifteen (15) days after the Effective Date; or (ii) fifteen (15) days after becoming an Allowed Administrative Claim; or (b) if the holder of an Allowed Administrative Claim files an election to receive a different treatment, its claim will be paid as agreed. Allowed Administrative Claims that represent liabilities incurred on or after the Petition Date, but prior to the Effective Date, in the ordinary course of the Debtor’s business which may be paid in the ordinary course of the Debtor’s business

without order of the Bankruptcy Court, shall be paid by the Debtor and/or the Millennium Liquidation Trustee, as appropriate, and subject to the Debtor's and/or the Millennium Liquidation Trustee's, as appropriate, right to contest the allowance or payment of same; *provided further, however*, that from and after the Effective Date, any fees and charges which are assessed under Chapter 123, Title 28, United States Code, in relation to the Bankruptcy Case shall be paid by the Millennium Liquidation Trustee as they become due.

ARTICLE IV
TREATMENT OF CLASSIFIED CLAIMS AND
IDENTIFICATION OF IMPAIRED CLASSES

4.1 Class 1: Priority Claims.

4.1.1 Treatment. Priority Claims shall be reviewed by the Debtor or the Millennium Liquidation Trustee, as appropriate, and shall be objected to or allowed, in the discretion of the Debtor or the Millennium Liquidation Trustee. Upon becoming an Allowed Priority Claim, each holder of an Allowed Priority Claim shall receive in full satisfaction, release, and discharge of and in exchange for such Claim: (a) the amount of such Allowed Priority Claim, in cash, on or as soon as practicable after the latest of (i) fifteen (15) days after the Effective Date, (ii) the date that is fifteen (15) Business Days after such Claim becomes an Allowed Priority Claim; or (iii) the date upon which the Millennium Liquidation Trustee obtains sufficient funds to pay Allowed Priority Claims; or (b) the time dictated by such other treatment as may be agreed upon in writing by the holder of such Claim and the Debtor or the Millennium Liquidation Trustee, as applicable.

4.1.2 Impairment and Voting. Class 1 is impaired under the Plan.

4.2 Class 2: Secured Claims.

4.2.1 Treatment. Secured Claims shall be reviewed by the Debtor or the Millennium Liquidation Trustee, as appropriate, and shall be objected to or allowed, in the discretion of the Debtor or the Millennium Liquidation Trustee. Upon becoming an Allowed Secured Claim, each holder of an Allowed Secured Claim shall receive in full satisfaction, release and discharge of and in exchange for such Claim: (a) the amount of such Allowed Secured Claim, in cash, on or as soon as practicable after the latest of (i) fifteen (15) days after the Effective Date, (ii) the date that is fifteen (15) Business Days after such Claim becomes an Allowed Secured Claim; or (iii) the date upon which the Liquidation Trustee obtains sufficient funds to pay Allowed Secured Claims; (b) all collateral securing such Allowed Secured Claim; or (c) such other treatment as may be agreed upon in writing by the holder of such Claim and the Debtor or the Millennium Liquidation Trustee, as applicable.

4.2.2 Impairment and Voting. Class 2 is impaired under the Plan.

4.3 Class 3: Unsecured Claims -- Other than Participant Claims.

4.3.1 Treatment. Class 3 Claims shall be reviewed by the Debtor or the Millennium Liquidation Trustee, as appropriate, and shall be objected to or allowed, in the discretion of the Debtor or the Millennium Liquidation Trustee. One million dollars (\$1,000,000), and no more, in cash shall be set aside for the payment of Allowed Class 3 Claims. If the Class 3 Claims that become Allowed Class 3 Claims total less than \$500,000, all Allowed Class 3 Claims will be paid in full in cash upon the resolution of all asserted Class 3 Claims. Upon the resolution of all asserted Class 3 Claims, if the Class 3 Claims that become Allowed Class 3 Claims total more than \$1,000,000, each holder of an Allowed Unsecured Claim in Class 3 shall receive in full satisfaction, release and discharge of and in exchange for such Claim its Pro Rata Share of the \$1,000,000 set aside for Class 3, plus its Pro Rata Share of any interest that may accrue on the \$1,000,000 while Class 3 claims are being resolved. If there are funds in excess of the funds necessary to pay all Allowed Class 3 Claims, the excess shall be used for the benefit of Allowed Class 4 Claimants.

4.3.2 Impairment and Voting. Class 3 is impaired under the Plan.

4.4 Class 4: Participant Claims

4.4.1 Treatment. On the Effective Date, each Participant who files a claim: (a) shall have an Allowed Participant Claim equal to his or her Life Benefit, as calculated in accordance with section 4.4.1.2, below; (b) shall have an option to purchase the Life Policy insuring the life of the Participant, as provided below; and (c) shall receive his or her Life Benefit, as provided below, from the Millennium Trust, in full satisfaction, settlement, release, extinguishment, and discharge of his or her Allowed Participant Claim and any other Claim asserted against the Debtor or its Estate by the Participant.

4.4.1.1 Participation in Litigation Settlements. In addition, each Non-Litigation Participant who elects to be a Settlement Participant shall have a distribution right from the Settlement Funds, if any. The Settlement Funds will be paid out by the Millennium Liquidation Trustee using a ratio determined by the percentage that each Settlement Participant's Life Benefit bears to the total Life Benefits of all Settlement Participants.

4.4.1.2 Calculation of Distributions. Each holder of an Allowed Participant Claim shall be entitled to receive a cash distribution from the Millennium Trust equal to the Life Benefit. Alternately, each holder of an Allowed Participant Claim may elect to credit the Life Benefit amount to the purchase price of the Life Policy insuring the life of the Participant. With the counsel of the Millennium Liquidation Plan Committee, the Millennium Liquidation Trustee shall determine the calculation of the Life Benefit in accordance with sections 1.16 and 5.03.b.vi of the Millennium Master Plan and this Plan as follows: (a) multiply the Life Benefit Ratio for the Participant by the Total Cash Surrender Value for all Life Policies in the Millennium Trust plus any un-segregated cash in the Millennium Trust; and (b) subtract any required or

agreed-upon (with applicable governmental authorities) withholding. The resulting sum (including the governmental withholding amount) will be reported to the Participant and to the Internal Revenue Service. To determine unsegregated cash, the Millennium Liquidation Trustee shall establish such reserves as mandated by this Plan to pay Allowed Administrative Claims and Allowed Claims in Classes 1, 2, and 3, and as estimated by the Millennium Liquidation Trustee, in the discretion of the Millennium Liquidation Trustee, for the expenses of operating the Millennium Trust and liquidating the Assets.

4.4.2 Death Benefits. Each Participant (or his or her beneficiaries, as applicable) will remain eligible to receive his or her Death Benefit through and including the date upon which a Participant's election is due pursuant to section 4.4.3.2, below.

4.4.3 Option to Purchase Life Policy; Purchase Price. In accordance with section 5.03 of the Millennium Master Plan, each holder of an Allowed Participant Claim may purchase the Life Policy insuring the life of the Participant, as-is and without warranty by any person. The purchase price of the Life Policy insuring the life of a Participant shall be the Life Policy's accumulation value less the amount of any policy loans (including accumulated interest on the applicable loan).

4.4.3.1 Notices. As soon as reasonably practicable after the Effective Date, the Millennium Liquidation Trustee shall calculate the Life Benefit as provided in paragraph 4.4.1.2 of this Plan and shall provide written notice of this calculation to each Participant. The written notice shall include the following information: (a) the purchase price of the Life Policy insuring the life of the Participant; (b) the Life Benefit net of tax withholding pursuant to paragraph 4.4.1.2 of this Plan; (c) the effective date of the Life Benefit calculation; (d) information about the Life Policy insuring the life of the Participant, including its accumulation value, outstanding loans, and surrender charges; and (e) the deadline by which the Millennium Liquidation Trustee must receive notice of a Participant's decision to exercise the option to purchase the Life Policy pursuant to paragraph 4.4.3.2 of this Plan.

4.4.3.2 Election. Within thirty (30) days after delivery of the written notice under paragraph 4.4.3.1 of this Plan, each Participant must provide a written response to the Millennium Liquidation Trustee stating (a) whether the Participant elects to purchase the Life Policy insuring his or her life for the purchase price stated in the notice and (b) if the Participant elects to purchase the Life Policy, whether the Participant elects to apply the Life Benefit stated in the notice as a credit against the purchase price of the Life Policy insuring his or her life.

4.4.3.3 Purchase Implementation. If a Participant elects to purchase the Life Policy insuring his or her life and further elects to use the Life Benefit as a credit against the purchase price, the Participant shall remit the difference between the purchase price and the credit, if the purchase price is greater than the

credit, to the Millennium Trust within sixty (60) days after delivery of the written notice provided under paragraph 4.4.3.1 of this Plan. If the Participant elects to purchase the Life Policy without applying the credit, the Participant shall remit the purchase price to the Millennium Trust, in the care of the Millennium Liquidation Trustee, within sixty (60) days after delivery of the written notice provided under paragraph 4.4.3.1 of this Plan. Failure to remit the purchase price under either option in a timely manner shall be deemed an election to waive the option to purchase the Life Policy. In that event, the Participant retains the right to receive the distributions provided in paragraphs 4.4.2 and 4.4.4 of this Plan. If the Participant elects to purchase the Life Policy and to apply the credit, if the purchase price is less than the Participant's Life Benefit credit, the Participant shall be paid the difference from the Millennium Trust when the Millennium Liquidation Trustee makes distributions pursuant to paragraphs 4.4.2 and 4.4.4 of this Plan.

4.4.3.4 Transfer of Life Policy. Within ninety (90) days after delivery of the written notice provided under paragraph 4.4.3.1 of this Plan, the Millennium Liquidation Trustee shall complete any required documents necessary to transfer the purchased Life Policies to the Participants purchasing such Life Policies.

4.4.3.5 Surrender of Life Policies. Upon passage of the deadline for Participants to make their election regarding the purchase of the Life Policies insuring their lives, the Millennium Liquidation Trustee shall surrender the Life Policies on those Participants who have either (a) elected not to purchase the Life Policies insuring their lives or (b) have made no election. Upon passage of the deadline for Participants who have elected to purchase the Life Policies insuring their lives to make payment for such Life Policies, if payment is not timely received from one or more Participants, the Millennium Liquidation Trustee may then surrender the Life Policies on the lives of those Participants who have elected to purchase the Life Policies on their lives, but have forfeited their election by failing to make the required payment by the deadline set forth herein.

4.4.4 Distributions. Each holder of an Allowed Participant Claim shall receive a distribution or distributions from the Millennium Liquidation Trust pursuant to the following procedure.

4.4.4.1 Credit. For distributions to each Participant who elected to purchase the Life Policy insuring the life of the Participant by applying the Life Benefit as a credit against the purchase price of the Life Policy, the Millennium Liquidation Trustee shall offset the amount of the distribution(s) under this paragraph 4.4.4 by the amount of the Life Benefit. Participants who elect to purchase the Life Policies insuring their lives and actually purchase the Life Policies insuring their lives shall not receive any cash distributions unless and until the Participants not purchasing Life Policies receive an amount equal to the amount of the Life Benefit calculation contained in section 4.4.1.2.

4.4.4.2 Interim Distributions. From time to time, the Millennium Liquidation Trustee shall set reserves for Allowed Administrative Claims and Allowed Claims in Classes 1, 2, and 3, and for the operating expenses of the Millennium Trust, and after consultation and with the consent of the Millennium Liquidation Plan Committee, the Millennium Liquidation Trustee shall make interim distributions of the Life Benefit to each holder of an Allowed Participant Claim if there is sufficient cash to do so. For this purpose, interim distributions for each Participant shall equal the Life Benefit Ratio of each Participant with an Allowed Participant Claim multiplied by the aggregate of the Assets the Millennium Liquidation Trustee has identified as available for interim distribution. It is intended that the Millennium Liquidation Trustee distribute funds to holders of Allowed Participant Claims up to the amount of the Life Benefit provided in paragraph 4.4.1.2 of this Plan as quickly as possible. For interim distribution(s), the Millennium Liquidation Trustee's distributions, in a total amount, will not exceed the Life Benefit provided in paragraph 4.4.1.2 of this Plan. Once the Millennium Liquidation Trustee has made distributions equal to the Life Benefit in the amount provided in paragraph 4.4.1.2 of this Plan to each holder of an Allowed Participant Claim, the Millennium Liquidation Trustee shall have the discretion to make supplemental Life Benefit distributions to each holder of an Allowed Participant Claim based on the Life Benefit Ratio.

4.4.4.3 Final Distributions. Following the liquidation of the Assets, the satisfaction of the treatment of Allowed Administrative Claims and Allowed Claims in Classes 1, 2, and 3 as provided in this Plan, and the payment or establishment of reserves in the discretion of the Millennium Liquidation Trustee for the payment of all expenses of the Millennium Trust including the expenses for operating the Millennium Trust and liquidating the Assets, after consultation and with the consent of the Millennium Liquidation Plan Committee, the Millennium Trustee shall make a final distribution of the remaining Assets to each holder of an Allowed Participant Claim based on the Life Benefit Ratio.

4.4.5 Distributions of Settlement Funds. In addition to the distributions provided in paragraphs 4.4.2 and 4.4.4 of this Plan, a holder of an Allowed Non-Litigation Participant Claim may be eligible for distributions from Settlement Funds

4.4.5.1 Distributions to Settlement Participants. Each holder of an Allowed Non-Litigation Participant Claim who is a Settlement Participant shall receive his or her Pro Rata Share of any distributions of Settlement Funds. Distributions from the Settlement Funds shall be made by no later than sixty (60) days after the Effective Date. Persons who are not Settlement Participants shall not receive any portion of the Settlement Funds.

4.4.6 Impairment and Voting. Class 4 is impaired under the Plan. Holders of Participant Claims are entitled to vote to accept or reject the Plan.

4.5 Class 5: Subordinated Claims.

4.5.1 Treatment. Each holder of an Allowed Subordinated Claim (except any holder that agrees to a lesser or otherwise different treatment), in full satisfaction, settlement, release, extinguishment, and discharge of such Claim, shall be paid its Pro Rata Share of the assets, if any exist, of the Millennium Liquidation Trust after the payment in full by the Millennium Liquidation Trustee of all Allowed Administrative Claims and all Allowed Claims in Classes 1, 2, 3, and 4. Any such payments by the Millennium Liquidation Trust will be made on the later of the date upon which such Subordinated Claim becomes an Allowed Claim or the date upon which all claims in Classes 1-4 have been satisfied in full.

4.5.2 Impairment and Voting. Class 5 is impaired under the Plan. Holders of Allowed Subordinated Claims are entitled to vote to accept or reject the Plan.

ARTICLE V ACCEPTANCE OR REJECTION OF PLAN

5.1 Impairment Controversies. If a controversy arises as to whether any Class of Claims is impaired under this Plan, such Class shall be treated as specified in this Plan unless the Bankruptcy Court shall determine such controversy differently upon motion of the party challenging the characterization of a particular Class of Claims under this Plan. In such an event, the Debtor hereby moves the Bankruptcy Court to allow the Debtor to amend the Plan.

5.2 Classes and Claims Entitled to Vote. All Classes are impaired and the holders of Claims in all Classes are entitled to vote.

5.3 Cramdown. If the Bankruptcy Court determines that a Class is impaired, then this section of the Plan shall constitute the request by the Debtor, pursuant to section 1129(b) of the Bankruptcy Code, that the Bankruptcy Court confirm the Plan.

ARTICLE VI IMPLEMENTATION OF PLAN

6.1 Millennium Liquidation Trustee. On the Effective Date, the Millennium Liquidation Trustee shall be appointed in accordance with section 1123(b)(3)(B) of the Bankruptcy Code and shall enter into the Millennium Trust Agreement as set forth in Article I, section 1.22 of the Millennium Trust Agreement. The Debtor, in consultation with the Committee, will nominate the person to serve as the Millennium Liquidation Trustee to the Bankruptcy Court for approval and appointment, and will provide all disclosures required respecting the person pursuant to sections 1129(a)(4) and (a)(5) of the Bankruptcy Code, not less than ten (10) days before the Confirmation Hearing. The Millennium Liquidation Trustee shall be approved by the Court at the Confirmation Hearing. The Millennium Liquidation Trustee shall be responsible for, among other things, the following: (a) resolving, paying and satisfying all Administrative Claims and all Allowed Claims in accordance with this Plan, the Millennium Trust Agreement and the Confirmation Order; (b) receiving, preserving, holding, managing, liquidating and maximizing the Assets; (c) acting as the representative of the Estate, pursuant to

section 1123(b)(3)(B) of the Bankruptcy Code; (d) litigating claims of the Debtor against Third Party Defendants; (e) preparing and filing the Debtor's Final Form 5500 and making all other legally required final reports; and (f) taking other actions deemed to be in the best interests of the Estate and required under the Millennium Master Plan and Millennium Trust Agreement. The powers and duties of the Millennium Liquidation Trustee shall be governed by the Millennium Trust Agreement, the Millennium Master Plan and this Plan.

6.2 Millennium Liquidation Plan Committee. The initial members of the Millennium Liquidation Plan Committee shall be the three to five Persons named in the Confirmation Order. The Debtor, in consultation with the Committee, will nominate the persons to serve on the Millennium Liquidation Plan Committee to the Bankruptcy Court for approval and appointment. They shall consult with and advise the Millennium Liquidation Trustee regarding the administration of the Millennium Trust, pursuant to the terms of this Plan, the Millennium Master Plan and the Millennium Trust Agreement.

6.3 Vesting of Assets in the Millennium Liquidation Trustee. On the Effective Date, except as otherwise provided in this Plan, all Assets remaining in the Estate shall be vested in the Millennium Liquidation Trustee, free and clear of all claims and interests of creditors.

6.4 Settlement Contribution. Within five (5) Business Days of the Effective Date, subject to the condition precedent in paragraph 11.2.1 of this Plan, Settlement Funds received by the Debtor shall vest in the Millennium Liquidation Trustee pursuant to 11 U.S.C. § 1141(b)(3), who shall segregate and hold these funds for the benefit of the Settlement Participants. Persons who are not Settlement Participants shall not receive any distribution from or on account of the Settlement Funds.

6.5 Termination of RBT and SecurePlan; Books and Records. On the Effective Date, the Millennium Liquidation Trustee shall assume the role and duties set forth in Article VIII of the Millennium Master Plan and this Plan. On the Effective Date, RBT shall cease to be the Debtor's trustee and SecurePlan shall cease to be the Debtor's third party administrator.

6.5.1 Assets of the Estate. On the Effective Date, RBT and SecurePlan shall transfer, assign, and pay to the Millennium Liquidation Trustee for holding as set forth in the Millennium Trust Agreement, all Assets remaining in the Estate on the Effective Date.

6.5.2 Debtor's Books and Records. On the Effective Date, the Debtor, the Plan Committee, RBT, and SecurePlan shall transfer to the Millennium Liquidation Trustee all of the Debtor's books and records within its possession, custody, or control.

6.6 Expenses of Millennium Trust. The Millennium Liquidation Trustee shall pay all expenses of the Millennium Trust (including applicable taxes) from the assets of the Millennium Trust.

6.7 Termination of the Millennium Trust. The Millennium Plan and Millennium Trust shall be dissolved ninety (90) days after the Millennium Liquidation Trustee determines the Assets have been liquidated and all Administrative Claims and Claims have been paid to the extent possible based upon funds available through this Plan or have been disallowed by a Final

Order. The powers and duties of the Millennium Liquidation Trustee shall terminate in accordance with the terms of the Millennium Master Plan and Millennium Trust Agreement following complete distribution of all Assets of the Millennium Trust and the filing of the Millennium Plan final Form 5500 with the Department of Labor and the Internal Revenue Service.

ARTICLE VII
PROVISIONS GOVERNING DISTRIBUTIONS UNDER PLAN

7.1 Distributions. No payment or distribution shall be made by the Millennium Liquidation Trustee except on account of an Allowed Administrative Claim, an Allowed Claim, or the expenses authorized under the Millennium Master Plan, the Millennium Trust Agreement and this Plan unless otherwise ordered by the Bankruptcy Court. In the case of a conflict, the terms of this Plan govern. No payments shall be made on account of any Disputed Claim until it becomes an Allowed Claim. Distributions to be made on the Effective Date shall be deemed actually made on the Effective Date if made either (a) on the Effective Date or (b) as soon as reasonably practicable thereafter.

7.2 Dates of Distribution.

7.2.1 Claims in Classes 1-4. The Millennium Liquidation Trustee shall make distributions to the holders of Allowed Claims in Classes 1, 2, 3, and 4 as soon as reasonably practicable.

7.2.2 Class 5 Claims. The holders, if any, of Allowed Claims in Class 5 shall be paid their Pro Rata Share of the assets, if any, of the Millennium Trust remaining after the payment in full by the Millennium Liquidation Trustee of (i) all Allowed Administrative Claims, (ii) all Allowed Claims in Classes 1, 2, 3, and 4. Any such payment shall be made by the Millennium Liquidation Trustee as soon as practicable after the Millennium Liquidation Trustee has paid holders of Allowed Administrative Claims and Allowed Claims in Classes 1, 2, 3, and 4.

7.2.3 Settlement Participants. Distributions of Settlement Funds to the Settlement Participants shall be made as soon as reasonably practicable.

7.3 Means of Cash Payment. Cash payments from the Debtor or the Millennium Liquidation Trustee shall be made by check drawn on, or by wire transfer from, a domestic bank.

7.4 Delivery of Distributions. Distributions and deliveries to the holders of Allowed Claims in Classes 1, 2, 3, 4, and 5 shall be made at the addresses set forth on the respective proofs of Claim filed in this case, unless a different address is provided to the Millennium Liquidation Trustee. If no proof of Claim is filed, distributions shall be made at the last known address or as reflected in the Schedules. If any distribution is returned as undeliverable, no further distribution shall be made on account of such Allowed Claim unless and until the Millennium Liquidation Trustee is notified of such holder's then current address, at which time all missed distributions shall be made to the holder of such Allowed Claim unless forfeited as otherwise provided for in this Plan. All claims for undeliverable distributions shall be made on

or before the first anniversary of the attempted distribution. After such date, all unclaimed property shall be redistributed by the Millennium Liquidation Trustee to the holders of Allowed Claims in Classes 1, 2, 3, and 4 and, if applicable because the Allowed Claims of the creditors in such classes have been paid in full, to the holders of Allowed Claims in Class 5, and the Allowed Claim of any holder with respect to such unclaimed and redistributed property shall be discharged and forever barred.

7.5 Time Bar to Cash Payments. Checks issued by the Millennium Liquidation Trustee with respect to Allowed Claims shall be null and void if not cashed within ninety (90) days of the date of issuance thereof. The Millennium Trust checks shall include language reflecting the deadline for depositing such checks. Requests for reissuance of any check shall be made directly to the Millennium Liquidation Trustee by the holder of the Allowed Claim with respect to which such check originally was issued. Any Claim with respect to such a voided check shall be made on or before the first anniversary of the date of issuance of such check. After such date, all Allowed Claims with respect to void checks shall be discharged and forever barred.

ARTICLE VIII

PROVISIONS REGARDING DISPUTED AND CONTINGENT CLAIMS

8.1 Standing to Object to Claims. The Debtor (through the Effective Date), the Committee (through the Effective Date, after consultation with and consent by the Debtor), the Millennium Liquidation Trustee, the United States Trustee, and all other holders of Class 1-5 Claims shall have specific standing to object to the allowance of a Claim. Nothing herein shall preclude any other party in interest, including the Committee, from seeking authority from the Bankruptcy Court to file objections to Claims not otherwise objected to by the enumerated parties in this paragraph.

8.2 Claim Objections. Unless arising from an Avoidance Action or rejection of an executory contract, any proof of claim filed after the Bar Date shall be of no force and effect and need not be objected to. Any Disputed Claim may be litigated to a Final Order. The Millennium Liquidation Trustee may compromise and settle any Disputed Claim without the necessity of any further notice or approval of the Bankruptcy Court, and Bankruptcy Rule 9019 shall not apply to any settlement of a Disputed Claim after the Effective Date; *provided, however*, that nothing contained herein shall apply to the Allowance of an Administrative Claim for which approval from the Bankruptcy Court is required.

8.3 Creditor Response to Objection. With respect to any objection to a Claim, prior to the expiration of thirty (30) days from the date of service of the objection, the Creditor whose Claim was the subject of the objection must file with the Bankruptcy Court and serve a response to the objection upon the Millennium Liquidation Trustee and all parties who request notice of such matters in the manner prescribed in the Notice of the Effective Date. Failure to file and serve such a response within the thirty (30) days shall cause the Bankruptcy Court to enter an order against the non-responding Creditor and thereby grant the relief requested in the Objection.

8.4 No Waiver of Right to Object. Except as expressly provided in this Plan, nothing contained in the Disclosure Statement, this Plan, or the Confirmation Order shall waive,

relinquish, release, or impair the Millennium Liquidation Trustee's or other party-in-interest's right to object to any Claim.

8.5 Allowance of Disputed Claims. Nothing contained in this Plan, the Disclosure Statement, or Confirmation Order shall change, waive, or alter any requirement under applicable law that the holder of a Disputed Claim must file a timely proof of Claim. If the holder of such a Disputed Claim who is required to file a proof of Claim fails to do so, that holder shall receive no distribution through the Plan and the Claim shall be discharged. The adjudication and liquidation of Disputed Claims is a determination and adjustment of the debtor/creditor relationship, and is therefore an exercise of the Bankruptcy Court's equitable power to which the legal right of trial by jury is inapplicable. The holder of any Disputed Claim shall not have a right to trial by jury before the Bankruptcy Court with respect to any such Claim. Exclusive venue for any proceeding involving a Disputed Claim shall be in the Bankruptcy Court. Disputed Claims shall each be determined separately, except as otherwise ordered by the Bankruptcy Court. The Millennium Liquidation Trustee shall retain all rights of removal to federal court as to any proceeding involving a Disputed Claim.

8.6 Allowance of Certain Claims. All Disputed Claims shall be liquidated and determined as follows:

8.6.1 Application of Adversary Proceeding Rules. Unless otherwise ordered by the Bankruptcy Court, the proceeding involving a Disputed Claim for any objection to a Disputed Claim shall be subject to Rule 9014 of the Bankruptcy Rules. However, any party may move the Bankruptcy Court to apply the Bankruptcy Rules applicable to adversary proceedings to any proceeding involving a Disputed Claim. The Millennium Liquidation Trustee may, at its election, make and pursue any Objection to a Claim in the form of an adversary proceeding.

8.6.2 Scheduling Order. Unless otherwise ordered by the Bankruptcy Court, or if the objection is pursued as an adversary proceeding, a scheduling order shall be entered as to each objection to Claim to which a response is filed. The Millennium Liquidation Trustee shall tender a proposed scheduling order upon receipt of a response to such objection and include a request for a scheduling conference for the entry of a scheduling order. The scheduling order may include (a) a discovery cut-off, (b) deadlines to amend pleadings, (c) deadlines for designation of and objections to experts, (d) deadlines to exchange exhibit and witness lists and for objections to the same, and (e) such other matters as may be appropriate.

8.6.3 Mediation. The Bankruptcy Court may order the parties to mediate in connection with any objection to Claim. The Millennium Liquidation Trustee may include a request for mediation in its objection, and request that the Bankruptcy Court require mediation as part of the scheduling order. Alternatively, the parties to any Claims objection may agree to submit the dispute to mediation.

8.6.4 Substantial Consummation. All distributions of any kind made to any of the holders of Allowed Claims after the Plan has been substantially consummated, and any and all other actions taken under the Plan after it has been substantially

consummated, shall not be subject to relief, reversal or modification by any court unless the implementation of the Confirmation Order is stayed by an order granted under Bankruptcy Rule 8005.

8.6.5 Offsets. The Millennium Liquidation Trustee shall be vested with and retain all rights of offset or recoupment and all counterclaims against any holder of a Claim, unless specifically released in this Plan.

8.7 Claims Filed After the Claim Bar Date. Except as otherwise provided in this Plan, or by order of the Bankruptcy Court, a Claim may not be filed with the Bankruptcy Court after the Claim Bar Date. Except as otherwise provided in the Plan or by order of the Bankruptcy Court, any new Claim filed with the Bankruptcy Court after the Claim Bar Date shall be deemed disallowed in full and expunged without any action by the Millennium Liquidation Trustee.

ARTICLE IX

EXECUTORY CONTRACTS

9.1 Assumption or Rejection. Effective on and as of the Effective Date, all of the Debtor's and the Estate's Executory Contracts that the Debtor has not previously sought to assume shall be deemed rejected pursuant to section 365 of the Bankruptcy Code.

9.2 Claims for Rejection Damages. Claims for damages allegedly arising from the rejection pursuant to this Plan or the Confirmation Order of any Executory Contract, whether rejected prior to the Effective Date or deemed rejected as a result of this Plan, must be filed with the Bankruptcy Court and served on the Millennium Liquidation Trustee not later than thirty (30) days after the Effective Date. All Claims for such damages not timely filed and properly served as prescribed herein shall be forever barred and the holder of such a Claim shall not be entitled to participate in any distribution or payment, on account of such Claim, under the Plan or payment from the Millennium Liquidation Trustee.

9.3 Responsibility for Rejection Damages. Any Claim arising from the rejection of an Executory Contract that is deemed a prepetition claim under the Bankruptcy Code shall, if Allowed, and only to the extent Allowed, be treated as a Claim in Class 3 of this Plan.

9.4 Objections to Claim Based On Rejection Damages. Parties-in-interest shall be entitled to file objections to Claims based on the rejection of an Executory Contract in this Plan under the law, rules, and provisions governing standing otherwise applicable to objections to claims under the Bankruptcy Code; *provided, however*, that any such objection shall be filed no later than one hundred and twenty (120) days after the later of: (a) the date that such Claim is filed; or (b) the Effective Date.

ARTICLE X
RETENTION OF CAUSES OF ACTION AND RIGHTS

10.1 Generally.

Unless specifically released herein, on the Effective Date, any and all causes of action, Claims, rights, defenses, third-party claims, damages, executions, demands, cross-claims, counterclaims, suits, causes of action, choses in action, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims whatsoever, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured and whether asserted or assertable directly, indirectly or derivatively, at law, in equity or otherwise shall be preserved, retained, transferred to and shall vest in the Millennium Trust by and through the Millennium Liquidation Trustee, including without limitation:

- (a) those set forth in the Schedules;
- (b) those set forth in any lawsuit, court proceeding, adversary proceeding or contested matter pending on or before the Effective Date;
- (c) any and all Avoidance Actions, Claims, causes of action or enforceable rights of the Debtor against third parties, or assertable by the Debtor on behalf of Creditors, its Estate, or itself for recovery, turnover or avoidance of obligations, or preferential or fraudulent transfers of property or interests in property and other types or kinds of property or interests in property recoverable or avoidable pursuant to Chapter 5 or other sections of the Bankruptcy Code or any applicable law including, without limitation, sections 502, 510, 522(f), 522(h), 542, 543, 544, 545, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code;
- (d) any and all Claims or causes of action of the Debtor or its Estate relating to any pre- or post-petition activities against: (i) the Debtor's current or former officers, directors, principals or advisors; (ii) any current or former members of the Plan Committee; (iii) RBT and any of its current or former officers, directors, principals, advisors or professionals; (iv) Milliman and any of its current or former officers, directors, principals or professionals; (v) Scott Ridge, Ridge Insurance, Inc., and any of its current or former officers, directors, principals, advisors or professionals; (vi) Norman Bevan, Innovus Financial Solutions, LLC, and any of its current or former officers, directors, principals, advisors or professionals; (vii) Whitaker, Chalk, Swindle & Sawyer LLP and any of its current or former officers, directors, principals, advisors or professionals; (viii) any of the Insurers, including, without limitation, Aviva, American General, American General Securities, Inc. (n/k/a Sagepoint Financial Advisors, Inc.), the United States Life Insurance Company in the City of New York, Penn Mutual Life Insurance Company, and any of their current or former officers, directors, principals, advisors or professionals; (ix) any of the Third Party Defendants; (x) one or more of the Litigation Claimants, and their attorneys, experts, agents and representatives; and (x) any current or former professionals of the Debtor or Committee retained either pre- or post-petition (including, without limitation, legal, accounting, tax advisors or consultants,

ERISA advisors or consultants) including, without limitation, claims or causes of action for: (i) alleged breaches of fiduciary duty; (ii) alleged fraud or fraudulent inducement; (iii) alleged negligence; (iv) alleged fraudulent or negligent misrepresentations; (v) alleged legal, accounting or other professional negligence or malpractice; (vi) alleged illegal dividends or payments received; (vii) objections to professional compensation applications as well as any other claims by the Debtor or the Committee against their respective professionals; (viii) claims regarding any professional of the Debtor or the Committee relating to or arising from any professional compensation application; (ix) alleged civil conspiracy; (x) alleged fraudulent insurance acts; (xi) alleged violations of any consumer protection act or deceptive trade practice act; (xii) alleged unjust enrichment; (xiii) alleged breach of contract; (xiv) alleged tortious interference with contracts or prospective relations; (xv) alleged deceit by misrepresentation or concealment; or (xvi) alleged common law fraud; and

For the avoidance of doubt, the Millennium Liquidation Trustee is being designated and appointed as a representative of the Estate and is empowered to pursue all of the actions set for above. Further, no causes of action, claims, rights, defenses, third-party claims, damages, executions, demands, cross-claims, counterclaims, suits, causes of action, choses in action, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims whatsoever related thereto owned by the Debtor as of the Petition Date or owned by the Estate at any time prior to the Effective Date are released, waived, or otherwise abandoned as a result of the confirmation of the Plan, except any of the foregoing specifically released in the Plan.

ARTICLE XI

RELEASES AND WAIVERS

11.1 Exoneration and Reliance. None of the Debtor, its professionals retained pursuant to Court order, the Committee, the Committee members, their professionals retained pursuant to Court order, RBT, SecurePlan, Milliman, the Plan Committee, and the Plan Committee members shall be liable (other than for criminal liability, willful misconduct or bad faith, or *ultra vires* acts) to any holder of a Claim or any other Person with respect to any action, omission, forbearance from action, decision, or exercise of discretion taken from the Petition Date through the Effective Date in connection with (a) the management or operation of the Debtor or the discharge of its duties under the Bankruptcy Code, (b) the solicitation, negotiation, or implementation of any of the transactions provided for, or contemplated in, this Plan, (c) any action taken in connection with either the enforcement of the rights of the Debtor against any Persons or the defense of Claims asserted against the Debtor with regard to the Bankruptcy Case, (d) any action taken in the negotiation, formulation, preparation, development, proposal, solicitation, disclosure, confirmation, or implementation of this Plan, or any related agreements, instruments or other documents, (e) the administration of the Plan or the assets and property to be distributed pursuant to this Plan or (f) the administration of the Debtor's Assets and Estate. The Debtor, its professionals retained pursuant to Court order, the Committee, the members of the Committee, their professionals retained pursuant to Court order, RBT, SecurePlan, the Plan Committee, and the Plan Committee members shall be deemed to have participated in the Bankruptcy Case in good faith and in compliance with all applicable provisions of the Bankruptcy Code and all other laws, if any, which are, or may be, applicable. Nothing in this

paragraph shall prevent the enforcement of the terms of the Plan, and the Bankruptcy Court shall retain exclusive jurisdiction over such matters.

11.2 Third Party Defendant Settlement(s). As of the Effective Date, a compromise and settlement by the Debtor with a Third Party Defendant shall occur subject to the following terms and conditions:

11.2.1 Condition Precedent to Settlement. A condition precedent to a settlement with a Third Party Defendant is that the settlement proceeds shall be paid to the Debtor for the benefit of all Settlement Participants, and that the Settlement Participants constitute at least eighty percent (80%) in number and amount of the Allowed Non-Litigation Participant Claims. Any Participating Defendant may waive this condition precedent with respect to its settlement by delivering a written notice to the Debtor or the Millennium Liquidation Trustee, as applicable.

11.2.2 Settlement Contribution. On or before the Effective Date, the Participating Defendants shall pay their respective Settlement Contribution(s), if any, to the Debtor as set forth in **Exhibit D** to this Plan.

11.2.3 Release of Participating Defendants. On the Effective Date, upon satisfaction or written waiver of the condition precedent in paragraph 11.2.1 of this Plan, and for good and valuable consideration (including the Settlement Participants under this Plan), the receipt and sufficiency of which are acknowledged, the Participating Defendants (acting in any capacity whatsoever) shall be forever released and discharged from any and all Claims, obligations, actions, suits, rights, debts, accounts, causes of action, remedies, avoidance actions, agreements, promises, damages, judgments, demands, defenses, or claims in respect of equitable subordination, and liabilities through the Effective Date (including all Claims based on or arising out of facts or circumstances that existed as of or prior to the Plan, including Claims based on negligence or strict liability, and further including any derivative claims asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise) which any of the Debtor (including the Millennium Trust), the Estate, the Committee, the Millennium Trust, the Millennium Liquidation Trustee, or any Settlement Participant may have against any of the Participating Defendants in any way related to the Debtor's design, operation, payment of benefits or failure to pay benefits, the Debtor's reorganization and/or liquidation, or actions taken to reorganize and/or liquidate the Debtor; **provided, however, that this paragraph shall not apply to any Person who is not a Settlement Participant.**

11.2.4 Release by Participating Defendants. On the Effective Date, upon satisfaction or written waiver of the condition precedent in paragraph 11.2.1 of this Plan, and for good and valuable consideration (including the release in paragraph 11.2.3 of this Plan), the receipt and sufficiency of which are acknowledged, the Debtor (including the Millennium Trust), the Estate, the Committee, and the Settlement Participants (acting in any capacity whatsoever) shall be forever released and discharged from any and all Claims, obligations, actions, suits, rights, debts, accounts, causes of action, remedies,

avoidance actions, agreements, promises, damages, judgments, demands, defenses, or claims in respect of equitable subordination, and liabilities through the Effective Date (including all Claims based on or arising out of facts or circumstances that existed as of or prior to the Effective Date, including Claims based on negligence or strict liability, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise) which any of the Participating Defendants may have against the Debtor, the Estate, the Committee, the Millennium Trust, the Millennium Liquidation Trustee, or the Settlement Participants in any way related to the Debtor (including the Millennium Trust), the Debtor's reorganization and/or liquidation, or actions taken to reorganize and/or liquidate the Debtor; **provided, however, that this paragraph shall not apply to any Person who is not a Settlement Participant.**

ARTICLE XII

CONDITIONS PRECEDENT

12.1 Confirmation of Plan. The Plan can be confirmed under section 1129(a) of the Bankruptcy Code, or in a non-consensual manner under section 1129(b) of the Bankruptcy Code.

12.2 Conditions Precedent to Confirmation of Plan. The Plan shall not be confirmed until the following conditions shall have been satisfied or waived by the, as determined in its sole discretion:

- (a) the Confirmation Order shall have been entered, in form and substance acceptable to the Debtor;
- (b) the Debtor has satisfied all conditions required under section 1129 of the Bankruptcy Code;
- (c) the Debtor is projected to have sufficient cash on hand in order to make the cash distributions required of the Plan as of the Effective Date;
- (d) the Bankruptcy Court enters findings of fact that the United States Department of Labor and its agencies, the PBGC, and the Internal Revenue Service received adequate notice of the Debtor's bankruptcy and the confirmation hearings;
- (e) the Bankruptcy Court enters findings of fact that the Debtor is eligible to be a debtor under the Bankruptcy Code;
- (f) the Bankruptcy Court enters findings of fact that to the extent ERISA applies, there has been no post-petition breach of fiduciary duty, including in connection with this Plan and the confirmation process; and that all the actions and inactions of the Plan Committee, the members of the Plan Committee, RBT, SecurePlan, the Committee, the members of the Committee, and their respective agents, employees, and attorneys are, and at all times have been, in full and complete compliance with the Millennium Master Plan and the Millennium Trust Agreement, and with all the duties and obligations required under the Internal Revenue Code and of the Internal Revenue Service, and under ERISA, and of the United States Department of Labor and the Pension Benefit Guaranty Corporation;

- (g) Requisite number of Participants voting have accepted the Plan in Class 4;
- (h) if required, the United States District Court has issued all findings, conclusions, and orders required to approve the confirmation of the Plan; and
- (i) all other conditions precedent have been satisfied to the satisfaction of the Debtor.

12.3 Notice of the Effective Date. As soon as reasonably practicable after the occurrence of the Effective Date, but no later than fifteen (15) Business Days thereafter, the Millennium Liquidation Trustee shall file with the Bankruptcy Court and shall mail or cause to be mailed to all Persons served with a copy of the Disclosure Statement a Notice that informs such Persons of: (a) the occurrence of the Effective Date; (b) the deadline established under this Plan for the filing of Administrative Claims; (c) procedures for requesting notice; (d) the procedures for changing an address; and (e) other matters as the Millennium Liquidation Trustee deems appropriate.

ARTICLE XIII **RETENTION OF JURISDICTION**

13.1 Jurisdiction of Bankruptcy Court. Following the Effective Date, and notwithstanding the entry of the Confirmation Order, the Bankruptcy Court shall retain jurisdiction of the Bankruptcy Case and all matters arising in, or related to, the Bankruptcy Case to the fullest extent permitted by law, including jurisdiction to:

- (a) To hear and determine motions, applications, adversary proceedings, and contested matters pending or commenced after the Effective Date;
- (b) To hear and determine objections (whether filed before or after the Effective Date) to, or requests for estimation of, any Claim, and to enter any order requiring the filing of proof of any Claim before a particular date;
- (c) To ensure that distributions to holders of Allowed Claims are accomplished as provided in the Plan;
- (d) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated;
- (e) To construe and to take any action to enforce this Plan or the Confirmation Order;
- (f) To issue such orders as may be necessary for the implementation, execution and consummation of this Plan and to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan or the Confirmation Order;

(g) To enter such orders or judgments, including injunctions, as necessary to enforce the title, rights, and powers of the Debtor, the Millennium Trust, and the Millennium Liquidation Trustee;

(h) To hear and determine any and all motions, applications or adversary proceedings brought by or against the Millennium Trust related to (1) enforcement or interpretation of the Millennium Master Plan, Millennium Trust Agreement or this Plan, or (2) amendment, modification, alteration or repeal of any provision of the Millennium Master Plan, Millennium Trust Agreement, if such hearing and determination by the Bankruptcy Court is required pursuant to the Plan;

(i) To enter and implement orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation or implementation of the Plan, including, without limitation, to issue, administer, and enforce injunctions, releases, assignments, transfers of property or property rights, or other obligations contained in the Plan and the Confirmation Order;

(j) To hear and determine any applications to modify this Plan, to cure any defect or omission or to reconcile any inconsistency in this Plan, the Disclosure Statement or in any order of the Bankruptcy Court including, without limitation, the Confirmation Order;

(k) To hear and determine all applications for Administrative Claims;

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

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

(n) To hear and determine all questions and disputes regarding title to the assets of the Debtor, the Estate, or the Millennium Trust;

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

(p) To enter the Final Decree upon request of the Millennium Liquidation Trustee; and

(q) To hear and determine any action concerning the recovery and liquidation of Assets, wherever located, including without limitation litigation to liquidate and recover Assets that consist of Claims, rights and causes of action against third parties and actions seeking declaratory relief with respect to issues relating to or affecting Assets; and to hear and determine any action concerning the determination of taxes, tax refunds, tax attributes, and tax benefits and similar or related matters with respect to the Debtor, the Estate, or the Millennium Trust, including, without limitation, matters concerning

federal, state, local and other taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code.

13.2 Failure of Bankruptcy Court to Exercise Jurisdiction. If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction, or is otherwise without jurisdiction, over any matter arising under, arising in or related to the Bankruptcy Case, including with respect to the matters set forth above in this Plan, paragraph 13.1 of this Plan shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

ARTICLE XIV **MISCELLANEOUS PROVISIONS**

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

14.2 Term of Injunctions and Stays. Unless otherwise provided, all injunctions or stays provided for in this Bankruptcy Case pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise and in effect on the Confirmation Date, shall remain in full force and effect until the Effective Date of the Plan as to the Debtor and the Estate and all Assets; *provided, however,* that any injunction issued pursuant to this Plan and the Confirmation Order shall not be subject to the foregoing and shall be perpetual.

14.3 Release of Liens. Except as otherwise provided in this Plan or the Confirmation Order, all liens, security interests, deeds of trust, or mortgages against property of the Estate shall be released, terminated, and nullified, other than liens on Life Policies pursuant to the terms of the Life Policies and the liens, if any, of RBT and SecurePlan pursuant to their contracts with the Debtor.

14.4 Modification of Plan. The Debtor may alter, amend or modify this Plan under section 1127 of the Bankruptcy Code or as otherwise permitted by applicable law at any time prior to the Confirmation Date. After the Confirmation Date and prior to the Substantial Consummation of this Plan, any party in interest in the Bankruptcy Case may, so long as the treatment of holders of Claims under this Plan are not materially adversely affected, institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in this Plan, the Disclosure Statement or the Confirmation Order, and any other matters as may be necessary to carry out the purposes and effects of this Plan; *provided, however,* prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or order of the Bankruptcy Court.

14.5 Incorporation of Bankruptcy Rule 9019. To the extent necessary to effectuate and implement the releases contained herein, the Plan shall be deemed to constitute a motion

under Bankruptcy Rule 9019, seeking the Bankruptcy Court's approval of all of the compromises and releases contained herein.

14.6 Incorporation of section 363 of the Bankruptcy Code. The transfer of assets from the Debtor and the Estate to the Millennium Liquidation Trustee shall be free and clear of all liens, claims, interests, and encumbrances under section 363(f) of the Bankruptcy Code except as specifically provided for herein, and the Millennium Liquidation Trustee shall be deemed to be a good faith transferee for value entitled to the full protections of section 363(m) and section 363(n) of the Bankruptcy Code. To the extent necessary to effectuate and implement the transfers contained herein, the Plan shall be deemed to constitute a motion filed by the Debtor under section 363 of the Bankruptcy Code, seeking the Bankruptcy Court's approval of the transfers contained herein

14.7 Incorporation of Section 365 of the Bankruptcy Code. To the extent necessary to effectuate and implement the transfers contained herein, the Plan shall be deemed to constitute a motion filed by the Debtor under section 365 of the Bankruptcy Code, seeking the Bankruptcy Court's approval to assume and assign the Life Policies as described herein.

14.8 Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the hearing pursuant to section 1128 of the Bankruptcy Code and arising prior to the Effective Date, shall be paid by the Estate on or before the Effective Date or by the Millennium Liquidation Trustee.

14.9 Dissolution of Committee and Plan Committee. The Committee and Plan Committee shall cease operating and dissolve on the Effective Date; *provided, however*, that notwithstanding said dissolution, the Committee and Plan Committee shall remain in existence and have standing for the purposes of filing, litigating, and obtaining payment on Allowed Administrative Claims asserted by the Committee, the Plan Committee or the Committee's and/or Debtor's professionals.

14.10 No Admissions. Notwithstanding anything herein to the contrary, nothing contained in this Plan shall be deemed an admission by the Debtor (including the Millennium Trust), the Plan Committee, the Plan Committee Members, the Committee, or the Participating Defendants with respect to any matter set forth herein including, without limitation, liability on any Claim or the propriety of any classification of any Claim.

14.11 Plan Controls. To the extent there is an inconsistency or ambiguity between any term or provision contained in any of (i) the Disclosure Statement, (ii) the Millennium Master Plan, or (iii) the Millennium Trust Agreement, and this Plan, the terms and provisions of this Plan shall control.

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

14.13 Successors and Assigns. The rights, benefits and obligations of any Person named or referred to in this Plan will be binding upon, and will inure to the benefit of, the heir,

executor, administrator, representative, successor, or assign of such Person.

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

14.15 Notices and Distributions. On and after the Effective Date, all notices, requests and distributions to a holder of a Claim shall be sent to the last known address of: (a) the holder or its attorney of record as reflected in the holder's proof of Claim or Administrative Claim filed by or on behalf of such holder; or (b) if there is no such evidence of a last known address, to the last known address of the holder according to the books and records of the Debtor. Any holder of a Claim may designate another address for the purposes of this paragraph by providing the Millennium Liquidation Trustee with written notice of such address, which notice will be effective upon receipt by the Millennium Liquidation Trustee.

14.16 Binding Effect. The Plan shall be binding on and inure to the benefit of the holders of Claims (whether or not they have accepted the Plan) and their respective personal representatives, successors and assigns.

14.17 Withholding and Reporting. In connection with this Plan and all instruments issued in connection therewith and distributions thereon, the Millennium Trust, RBT, and the Millennium Liquidation Trustee shall comply with all required or agreed-upon (with applicable governmental authorities) withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority and all distributions hereunder shall, to the extent applicable, be subject to any such withholding and reporting requirements. Notwithstanding anything herein to the contrary, in calculating and making the payments due to Allowed Claims hereunder, the Millennium Trust, RBT, or Millennium Liquidation Trustee shall be authorized to deduct from such payments any necessary withholding amount.

14.18 Other Documents and Actions. The Debtor, the Millennium Liquidation Trustee, and the Committee may execute such documents and take such other action as is reasonable, necessary, or appropriate to effectuate the transactions provided for in this Plan.

ARTICLE XV **CONFIRMATION REQUEST**

The Debtor hereby requests that the Court confirm this Plan pursuant to section 1129(a) of the Bankruptcy Code or, if necessary, pursuant to section 1129(b) of the Bankruptcy Code.

DATED: February 17, 2011.

**MILLENNIUM MULTIPLE EMPLOYER
WELFARE BENEFIT PLAN**

By: 
Jonathan Cocks, Chairman and General Manager

/s/ Peter Franklin

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State Bar No. 24008046
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*Local Counsel for Debtor in Possession Millennium Multiple
Employer Welfare Benefit Plan*

Exhibit A

Attributed Contributions

[To be Provided before the hearing on the Disclosure Statement]

Exhibit B

Covered Employers

Covered Employers

21st Avenue Transportation Corp.
A. Reese Brown, MD LLC
Aathome Pediatric Nursing Team, Inc.
Abby Consulting, LLC
Aberty Corporation
Accent Dental, LLC
Action, Inc.
AFMS, LLC
Air-1 Wireless, Inc.
Aligmantas L. Jecius, MD PSC
Alma Discount Pharmacy, Inc.
American Lecithin Co.
Anant Shah, MD PC
Architecture Plus, Inc.
Arkansas Insurance Agency
AS Dezign, Inc. dba Asphalt Design
Ashraf Riad, MD PA
Assured Associates, LTD
Atlantic Orthopaedic Group
Austin Paige, Inc.
Bac Trac Plumbing, LP
Barmor Properties, LLC
BINL Incorporated
Bith Group, Inc., The
Blue Chip Manufacturing Corporation
Brad Wysong, MD PA
Brad's Plumbing
Braswell & Associates
Brian N. Kravitz, MD LLC
Britt Hunt Company, LLC, The
Buck's Bit Service, Inc.
Burke Cordell Avenue Properties, LLC
C&C Farms
Calvert Wire & Cable Corp.
Carter Aerospace Manufacturing, LLC
CD Investigations, Inc.
Ceramic Technologies
Cevene Care Clinic, Inc.
Chapter II, Inc.
Charles J. Monier Jr., MD LLC
Chattanooga Neurology & Headache Center, LLC
Cimmaron Software Services
Clayton Consulting, LLC
Comware
Curti Family, Inc.
Curti Terra, Inc.
Curtimade Dairy, Inc.
Dale Crampton Company
Dancor Transit, Inc.
Daniel Drug, Inc.
David W. French, MD PSC
DBA Electric, Inc.
Didier Communications Tower, Inc.
Diego Bros., Inc.
Diogenes Holdings, Inc.
Doctors Emergency Physicians, Steven S. Remsen, MD PA
Dome Resources, Inc.
Donati Law Firm, LLP
Dunham & Associates Investment Counsel, Inc.
Dwight E. Harding, DDS PA
Edward R. Petrucci

Covered Employers

Edward Wade, MD PA
Endocrine Center, The
Eric A. Marks, MD PA
Expert Radiology Network, PA
Extra Effort Communications, LLP
Eye Consultants of No. VA, PC
Family Ear, Nose & Throat Services, PLLC
FHN Family Dental Care, P.C.
FJ Group, LLC
Fletcher Law Firm
Forsgren Associates, Inc.
Fortin Electric Company
Fownes Brothers & Co., Inc.
FPK, Inc.
Friedrich Business Group
Gary A. Passons, MD PC
Geiger Psychiatric Care, LLC
Getman Orthodontics, PC
Gilbert R. Schorlemmer, Inc.
Glaforo E. Montemayor E Hijos, LLC
Glenview Professional Pharmacy, Inc.
Gowan Company, LLC
Green Acres Contracting Company, Inc.
Green Companies Development Group, Inc.
Hales Corners Floor Covering, Inc.
Haley Capital Management, Inc.
Hammerhead Management, Inc./Hammerhead Rock Tools Ltd.
Hanco & Associates, Inc.
Harly Enterprise, LLC
Harvey Preston Electric Co.
HBH General Contracting, LLC
Healthy Way Pharmacy, Inc.
Heart and Medical Center, Inc.
Henry Brandt & Co.
Hernando C. Payne, MD PC
Hoff Chiropractic Clinic, PC
HSA Engineering Consulting Services, Inc.
Hugh M. Cunningham, Inc.
Husfeld Homes, Inc.
ICON Information Consultants, LP
Imaging Networks, Inc.
Industrial Seal, Inc.
Innovus Financial Solutions
Insurepointe of Texas, Inc.
Integrity Coal Sales, Inc.
International Falcon Associates, Inc.
International Motor Sports, Inc. dba Cedar Creek Motor Sports
Iragorri Properties, Ltd.
James Remersheid, PA
James Slater, MD PC
Jantran, Inc.
JC Lee Construction and Supply Company, Inc.
John Goyak and Associates, Inc.
Kemick Construction Company
Key Audiometrics, Inc.
L.W. Fabricating, Inc.
Larry Meyers, MD PC
Lathrop Construction
Lee Jackson Construction, Inc.
Level 3, Inc.
Liberty Fundraising Sales, Inc.

Covered Employers

Luedtke Plumbing
M&C Fencing
M&P Development
Madison Park Music, Inc.
Marcor Associates, Ltd.
Mark E. Wilson, DDS PC
Massey's Plate Glass & Aluminum, Inc.
Matrix Packaging Machinery, Inc.
Melhem Family, LP
Mesa Packing
Metro ID Associates, Ltd., LLP
Michael A. Sherman, DDS PA
Michelle G. Johnson, DDS MS PC
Midtown Physicians, Ltd., LLP
Mission Ranches
Monarch Holdings, LLC
Montgomery Lighting Services, Inc.
Mortgage Assistance Lending Group
MTech Enterprises, Inc.
Natasha Williams-Bell
New Tech Engineering, LP
Nini Collection, Ltd.
Nursing Care, Inc.
Omega Solutions, Inc.
Paragon Primary Care Physicians, PA
Paris Chiropractic, PC
Parker Family Dental Center, LLC
Pasha Group, The
Paul Evert's R.V.
Pel Industries
Pelco Products, Inc.
Pinner Wire Cable
Polymath Research, Inc.
Prestige Development and Management
Property Sciences Group, Inc., The
Psoriasis and Eczema Treatment Center of Western Michigan
R & M Realty, Inc. dba Coldwell Banker Premier Realty
Racine Emergency Physicians
Rainbow Ponds, Inc.
Randolph R. Evans, MD PC
Ray Faris, Inc.
RBV Associates dba Russian River Wine Co.
Rebel Testers, Inc.
Residential Pacific Mortgage
Richard Hart, MD, Inc.
RK Dairy Queen
Roberts, Cherry, & Company
Roger N. Bise, MD PA
Ronald N. Hesser, DDS PC
Ross Athletic Supply, Inc.
RTL Enterprises, LLC
Santarossa Mosaic & Tile, Inc.
Satterfield Land Surveyors, PA
Scott Robertson, MD PC
Setters Medical Group, PA
Sherrington, Inc.
SJS Services, LP
SNS International
Somerset Investments, Inc. dba Bookbyte.com
Sosa's Commercial Carpet, Inc.
Southern Healthcare Providers, PA

Covered Employers

Southwestern Pathology Assoc., Inc.
Star and Strand Transportation, Inc.
Starr Group, Ltd.
Summit Contracting, Ltd.
Supplier Link Services, Inc.
Sweeney Dental, LLC
T. Matera & Associates, Inc.
T.J. Hynes, PC
Tallchamps, LLC
Teamwork Ventures, LP
Ted Bartko, CPA PC
Texas Engineering and Mapping
Tex-Style Fence, Inc.
Thibodaux Endoscopy, LLC
Tom Calabrese Trucking, Inc.
Toothzone, LLC
Urology and Urologic Surgery, PC
Van De Poel, Levy & Allen, LLP
Veiseh Family, LP
Vincent J. Vaghi, MD & Jeanne M. Barbera, MD PC
Wayne Hey Properties, FLP
We Are Bulbs, Inc.
Welman Architects, Inc.
Wier Enterprises
William E. Wolf, DDS, PC
William Locante, DDS, PC
Window Technology, Inc.
Yellow Page Control
Zion H. Chen, DDS
Zoppo Construction, Inc.

Exhibit C

Litigation

Litigation

Gary A. Passons, MD; Gary A. Passons, MD PC; Anant V. Shah; Anant V. Shah, MD PC; Paul A. Hatcher, MD; Urology and Urologic Surgery, PC f/k/a Paul A. Hatcher, MD PC; Roderick Givens; Southern Healthcare Providers, PA; Aaron Williams; Dwight E. Harding, DDS; Charlotte Harding; Dwight E. Harding, DDS PA; William M. Locante, DDS; William M. Locante, DDS PC; William E. Wolf, DDS; William E. Wolf, DDS PC; Wolf Management, Inc.; Michelle G. Johnson, DDS MS; Michelle G. Johnson, DDS, MS PC; Franklin W. Clark, DDS; Franklin W. Clark, DDS PC; David M. Turner, MD; David M. Turner, MD PC, Chris Getman; and Getman Orthodontics, PC v. Aviva Life and Annuity Company f/k/a Indianapolis Life Insurance Company; American General Life Insurance Company; David Cline, Inc.; David Cline, Sidney Goldstein; Morris Goldstein; Goldstein and Associates, PC; The Millennium Multiple Employer Welfare Benefit Plan; Scott Ridge; Ridge Insurance, Inc.; SecurePlan Administrators, LLC; Republic Bank and Trust; Michael Floyd; Williams Coulson Johnson Lloyd Parker & Tedesco, LLC. Civil Action No. 10-7-1, originally filed in the Chancery Court for Davidson County, TN

Jerald White; Claudia White; and Diogenes Holdings, Inc. v. Aviva Life and Annuity Company f/k/a Indianapolis Life Insurance Company; David Cline; Sidney Goldstein; Goldstein & Associates, PC; Millennium Multiple Employer Welfare Benefit Plan; Millennium Marketing Group, LLC; Innovus Financial Solutions, LLC; Norman Bevan; Scott Ridge; Ridge Insurance, Inc.; Kathleen Barrow; and Republic Bank & Trust. Case No. 66646, originally filed in the Chancery Court for Madison County, Tennessee

Claude Young; Mike Young; Iris Young; Red River Sanitors, Inc.; Danny Cranford; Jennifer Fleschner Accron, LP; Randolph R. Evans; Joan Evans; Randolph R. Evans, MD PC; Mark E. Wilson; Mark E. Wilson, DDS PC; Louis Guerra; Joe Guerra; Rudolph Guerra, Rudy's Food Products, Inc.; Guerra Holdings, Inc.; John Cottam; Linda Cottam; Lincom, LLC; Kevin Barba; Allan W. Lipka; Evans Lipka and Associates, Inc.; Douglas Kottas; Loren Unruh; Gayle Unruh; LH&G Enterprises; Ronald Scott Warder; Candace Warder; E.S. and D. Services, Inc.; Perry M. Jayne; Chad Jayne; Anchor Frame and Axle, Inc.; Karen Tan; Family Ear, Nose & Throat Care, PC; Family Ear, Nose & Throat Services, PLLC; Jerrold Malamut; Lynne C. Malamut; Todd Benjamin Malamut; National Real Estate Brokerage, Inc.; David W. French, MD PSC; Dr. Steven L. Harris; Letitia Harris; Dr. Steven L. Harris, DMD; Andrew Baldauf; Cynthia Baldauf; Unique Surgical Products, Inc.; Arlan Hollenbeck; Sue Hollenbeck; A&S Masonry, Inc. d/b/a D&R Masonry; Kelly Schreckengast; KBS Real Estate, LLC; Tom Calabrese, Tom Calabrese Trucking, Inc.; Randolph Wischnewsky; M&C Fencing, Inc.; Les Wischnewsky; LW Fabricating, Inc.; Scott Robertson, MD; J. Scott Robertson MD PC d/b/a Midwest Neurosurgery; Michael C. McGinnis; Southwestern Pathology Associates, PC, Katie Robertson v. The Millennium Multiple Employer Welfare Benefit Plan; Millennium Marketing Group, LLC; Innovus Financial Solutions, Inc.; Norman H. Bevan; Jonathan Cocks; Kathleen Barrow; Scott Ridge; Ridge Insurance, Inc.; Republic Bank & Trust; SecurePlan Administrators, LLC; Milliman, Inc.; Greg Smith; Smith Financial Group, LLC; Archer D. Bonnema; Jacob Bonnema; The Guardian Life Insurance Company of America; American United Life Insurance Company; T.R. Moore & Company, PC; Timothy R. Moore; American General Life Insurance Company; David H. Cline; Greenbook Financial Services, Inc. now known as Advanced Equities Insurance

Services, Inc; Indianapolis Life Insurance Company; Benjamin Daniel Kennedy, III; Wilshire-Pennington Group, Inc.; Security Mutual Life Insurance Company of New York; Gary L. Thornhill; Private Consulting Group, Inc.; Medalist Marketing Group, LLC; Thornhill Assurance Services, Inc.; Medalist, LLC; Kathleen C. Peer; William E. Watson, III; Joshua Financial Corporation; David Esman; Larry Cress; Timothy O'Rourke; Glenn Arons; American General Securities, Inc.; United States Life Insurance Company in the City of New York; The Wellington Group, LLC; Tony J. Bonanno; Joshua Financial Corporation; Fifth Third Bank; and John P. Duvall. Cause No. 08-13325, originally filed in the 95th Judicial District Court, Dallas County, Texas

Fred Westfall; Timothy Westfall; Patricia Westfall Gonzales; Westfall Constructors; Dennis Scheumann; Sylvia Scheumann; Mid-States Tool & Machine, Inc.; Edward C. Wade, MD; Edward C. Wade, MD PA; Marvin J. Mobley; Linda Dianne Mobley; Aberty Corporation; Kathy Pietro; Robert Martinelli; M&P Development, LLP; Carl Franklin; Edith L. Franklin; International Falcon Associates, Inc.; Dr. Jordan F. Worth and Midtown Physicians, L-LLP; Michael Goldberg, MD; Edward Parelhoff, MD; Eye Consultants of Northern Virginia, PC; Ronald Anderson and Deborah Anderson and Supplier Link Services, Inc.; Greg and Karen Lewis and Lewco Integrated Technical Services, Inc.; Paul and Lucy Janoush; Joe and Dorothy Janoush; John and Beverly Janoush; and Jantran, Inc.; Time and Tracy Johnston and Chapter II, Inc. v. Norman H. Bevan; Jonathan Cocks; Raymond Wicker; Scott Ridge; Ridge Insurance, Inc.; American General Life Insurance Company; The Millennium Multiple Employer Welfare Benefit Plan; Millennium Marketing Group, LLC; Innovus Financial Solutions, Inc.; SecurePlan Administrators, LLC; Republic Bank and Trust; John P. Duvall; Milliman, Inc.; Jeffrey H. Dubose; Mark J. Strefner; John D. Straley; Infinity Wealth Management, LLC; James G. Palumbo; One Source Financial Services, Inc.; Jeffrey L. White; White Financial Group, LLC; Christopher J. Lubbers; Heartland Financial Advisors Group, Inc.; Ben Sartin; Timothy O'Rourke; Larry Cress and David Esman, Glenn Arons; Guardian Life Insurance Company of America; D/A Financial Services, Inc.; Theodore Zouzounis; NFP Insurance Services of California, Inc.; Michael Ward; American General Securities, Inc.; Tony Fakouri; Penn Mutual Life Insurance Company; Jeffrey Senglaub; Senglaub Financial Group, Inc.; Donald Jay Trudeau; Gary Lee Clark; Edward Eugene Leisher; and Joe B. Denson. Cause No. 08-04870, originally filed in the 95th Judicial District Court, Dallas, Texas

Connie Stauffer-Embras, Samuel J. Embras, Jr., and Dome Resources, Inc. v. Anthony Fakouri, The Millennium Multiple Employer Welfare Benefit Plan, Millennium Marketing Group, LLC, The Penn Mutual Life Insurance Company, SecurePlan Administrators, LLC, and Republic Bank and Trust. Cause No. 09-03731, originally filed in the 193rd Judicial District Court of Dallas County, Texas

Harvey-Preston Electric Company, Inc., Gerald E. Thomas and Brinda S. Thomas v. Millennium Multiple Employer Benefit Plan; Millennium Marketing Group, LLC; SecurePlan Administrators, LLC; Ridge Insurance, Inc., Scott A. Ridge, Gregg Ridge, Republic Bank and Trust, Beall Barclay & Company, PLC, Beall Barclay Wealth Management, LLC, Beall Barclay Advisors, LLC, J. Michael Carroll, Irving Pratt, Carolyn Philpot, The Penn Mutual Life Insurance Company, Arkansas Insurance Agency, Inc., Anthony W. Fakouri, and John Does. Case No. CV-09-284

Vivek Khetpal, Sangeeta Khetpal, The Heart & Medical Center, PC v. Aviva Life & Annuity Co., Indianapolis Life Insurance, The Millennium Multiple Employer Welfare Benefit Plan, Benjamin Daniel Kennedy, III, Republic Bank & Trust, The Wilshire-Pennington Group, Michael Lloyd, Williams Coulson, LLC, Scott Ridge, Ridge Insurance, SecurePlan Administrators, LLC. Case No. CJ-2010-32, originally filed in the District Court in Bryan County, Oklahoma

Exhibit D

List of All Participants

Participants

Acord, Lorrie C.
Adams, Franca D.
Afeyan, Bedros
Al-Karadsheh, Amer
Almazan, Gabriel D.
Anderson, Deborah J.
Anderson, Ronald L.
Anhalt, Keith
Anhalt, Renee
Archer, Michael Scott
Arora, Shobhit
Ashley, Barbara J.
Babbini, Sheena
Baer-Mirza, Catherine
Banaszek, Daniel E.
Barbera, Jeanne M.
Barillas, Carlos
Bartko, Louis Ted
Bay, Valentina
Bearden, Danny
Beaver, Steven Michael
Bender, David
Berger, Robert E.
Bevan, Sheryll H.
Bise, Roger N.
Bishop, Gerald
Black, Carita
Boone, Harold Craig
Brandt, Anita L.
Braswell, Judy G.
Brown, Arthur R.
Brownlow, Shirley
Buck, Geoffrey N.
Burke, D. Michael
Burke, Frederick S.
Calabrese, Thomas J.
Carlson, Charles L.
Carraro, Lewis L.
Carter, Bonnie
Carter, Charles
Carter, Donald
Cevene, Todd
Chandler, Paul E.
Chapin, Donald, Jr.
Chen, Zion H.
Colbert, Charles H.
Collis, Richard L.
Connell, Judy
Conover, Rudd

Participants

Coon, Collins
Couch, Kyle E.
Coughlin, Francis G.
Coughlin, James R.
Cowan, Kimberly W.
Cowan, Larry B.
Craig, Derrell G.
Cranford, Danny Joe
Creasy, Kristen M.
Cress, Larry A.
Cummins, Jeffrey Ross
Cunningham, David A.
Curti, Benjamin A.
Curti, Ken J.
Curti, Phillip A.
Curtis, Charles E., Jr.
Davis, Joe B.
Davis, Thomas R.
Delgado, Patricia
Dickerson, John Brett
Didier, Beverly J.
Didier, Jimmy L.
Diego, James
Diego, John E.
Doak, Donald P., Jr.
Donati, Don
Dubbell, Paul J.
Dunham, Jeffrey Alan
Dunlop, Even J.
Ebel, Brandon
Ebel, Corrie
Edouard, Robert
Elliot, Clint
Embras, Samuel J., Jr.
Embras, Connie L.
Epstein, Jeffrey S.
Epstein, Pamela L.
Erickson, Michael K.
Esman, David J.
Evans, Joan
Evans, Larry
Evans, Randolph R.
Evans, Roxanne
Evert, Paul V.
Fakouri, Anthony W.
Faris, Ingrid B.
Faris, Ray
Feck, Thomas
Feldman, Bradley M.

Participants

Feldman, Todd S.
Fields, Constance
Fletcher, Scott D.
Florio, Robert
Fortin, Edward J.
Fox, Kenneth R.
Franklin, Carl E.
French, David W.
French, Tonia
Friedrich, Deborah
Frith, James D.
Fuchshuber, Daniel C.
Garcia, Lee
Garey, Frances J.
Geiger, Marianne
Getman, Chris H.
Gilbert, John
Gill, David
Givens, Roderick C.
Gluckman, Roby
Gluckman, Thomas S.
Goldberg, Michael H.
Gomez, Juan, Jr.
Gomez, Patsy
Goyak, John
Grant, Antionette
Green, Brian W.
Green, Carolyn W.
Green, Susan L.
Griffin, Keith D.
Gross, Steven
Hale, Gregory W.
Haley, Jeffrey T.
Haley, Rachel P.
Hall, Carl R.
Hamrick, Molly K.
Hamrick, Robert H.
Han, Yuchun
Hanlin, Thomas D.
Harding, Charlotte
Harding, Dwight E.
Harrington, Gerald, Jr.
Hart, Richard
Hassoun, Basel
Hassoun, Suzanne
Hatcher, Paul
Hauben, Harold
Hermansdorfer, John
Hesser, Ronald N.

Participants

Hey, Wayne
Hills, Carol M.
Hills, Marvin B.
Hirt, Robert E.
Hirt, Tracey L.
Hisamura, Gail S.
Hitchcock, Michael F.
Hoff, W. David
Hopper, Blake A.
Hopper, Gloria W.
Hopper, Thomas E.
Horne, Cavin C.
Hubacek, Michael R.
Humberston, James F.
Humberston, Jeffrey S.
Hunt, Britt P.
Husfeld, Dennis W.
Hyatt, Randy V.
Hynes, Thomas J.
Iovine, Louis
Iragorri, Minnie
Jackson, William L.
Janoush, James P.
Janoush, John T.
Janoush, Joseph W.
Jecius, Algimantas L.
Jecius, Kimberly
Jepson, Jay
Jepson, John
Jessen, Jon
Jessen, Juli
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Johnson, Michelle G.
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Johnston, Tracy
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Kemick, Melissa
Kemp, Clarence
Kemp, Earl
Ketchum, Todd R.
Key, Lisa
Khetpal, Sangeeta
Khetpal, Vivek
King, Samuel
Klagmann, Franz P.
Kohut, Bernadette M.
Kort, Michael
Kravitz, Brian
Kravitz, Michelle B.

Participants

Krot, Wira
Kyzer, Desha L.
LaGrega, Stacey
LaPlante, Dennis
Larson, Maureen
Lee, John C.
Leonard, Michael
Leraris, Anthony
Lerner, Karen
Lerner, Stuart
Levy, David M.
Levy, Robert T.
Lewis, Lester B.
Licata, Gregory
Lind, Louis W.
Littrell, Brad
Locante, William M.
Lockwood, Daniel R.
Long, Susan D.
Loyola, David J.
Luedtke, April
Luedtke, John E.
Lyssand, Olav
Magness, Robert D., Jr.
Manske, Michael G.
Marchese, Anthony G.
Mardirian, Marine
Marks, Eric A.
Marks, Stuart
Martellaro, Ricky
Martinelli, Robert
Massey, Laura J.
Massey, Robert J.
Matera, Katheryn A.
Matera, Thomas J.
May, Robert P.
Mazzoni, Kathryn
McCulloch, Susan A.
McEvoy, Kevin
McGinnis, Michael C.
McHugh, J. B. Duke
McLoughlin, Kristine
Medsger, Walter
Meixelsperger, Patricia
Meixelsperger, Steven
Melhem, Simon
Meyers, Larry J.
Miner, Chris A.
Miner, Craig J.

Participants

Minnis, Daniel N.
Minnis, Jeannette M.
Mirza, Razvan
Mobley, Linda D.
Mobley, Marvin J.
Moeller, John
Monier, Charles J.
Montemayor, Glafiro E.
Moreland, David W.
Morreale, Ross N.
Morris, Amanda G.
Mountain, Clifton F.
Mountain, Sherri D.
Myers, Beverly House
Naucke, Fredrick C.
Naucke, Rodney D.
Naucke, Rodney E.
Noll, Richard
Nostrant, Stuart Michael
Nudler, Julie M.
Obermann, William Kent
Ocampo, Carolyn
Oliver, David M.
Opp, Kathleen L.
O'Rourke, Pamela
O'Rourke, Timothy L.
Parduhn, A. P.
Parelhoff, Edward
Paris, Brian R.
Pasha, George, IV
Pasha, Janet
Pasha, John
Pasha, Mary Jane
Pasha, Michael R.
Passons, Gary
Passons, Susan
Payne, Hernando C.
Peters, Leroy
Peters, Lois E.
Peterson, Michael
Petrucci, Edward R.
Pietro, Kathy
Pinner, Lisa F.
Pinner, Richard L.
Pinner, Richard O.
Pisula, Douglas J.
Pisula, Gregory M.
Pisula, Thomas Allen
Polk, James R., Sr.

Participants

Potter, Michael
Pugh, Charles P.
Pura, Stanley J.
Ramirez, Antonio, Jr.
Reddy, Pallavolu N.
Remerscheid, James A.
Remsen, Steven S.
Riad, Ashraf
Riad, Christina M.
Rickman, Karla M.
Riley, David V.
Rizzo, Paul R.
Rizzo, Phillip A.
Rizzo, Phillip E.
Roberson, Russell
Robertson, Scott
Romans, John
Rose, Carl H.
Salinas, Benito, Jr.
Santarossa, David M.
Santarossa, John M.
Santarossa, Robert V.
Satterfield, Clovis W.
Saylor, Paul D.
Schmidt, Greg
Schneider, John M.
Scholler, Steven M.
Schorlemmer, Gilbert R.
Schorlemmer, Rachel D.
Schroeder, Allen
Schroeder, Patricia L.
Schwartz, Kenneth A.
Schwartz, Virginia
Shah, Anant V.
Sherman, Michael
Sherrington, John K.
Simenz, David
Simms, J. Thomas, III
Slater, Andrea
Slater, James C.
Smith, Frank B., III
Sosa, Kathie J.
Sosa, Richard
Soyka, James M.
Starr, Mary L.
Starr, Tim
Stawiski, Liana
Stawiski, Marek
Steinberg, Fred

Participants

Stephens, Peggy
Stephenson, Jasper V., Jr.
Stewart, Joy L
Strauss, Craig O.
Sweeney, Patrick
Symonds, Margaret
Talley, Scott R.
Tan, Karen
Tandy, James A.
Ten Haken, Brenda K.
Territo, James
Thomas, Brinda
Thomas, Gerald
Thomure, Sherri L
Townsend, Daniel R.
Triplett, Marvin
Triplett, Rosalind
Tudyk, Timothy N.
Vaghi, Vincent J.
Van De Poel, John F., Jr.
Vandenbroek, Mary K.
Vartivarian, Salpi
Vartivarian, Shahe
Veiseh, David
Wade, Edward C.
Wallace, Robert L.
Welman, Michael G.
White, Claudia K.
White, Eric B.
White, Jerald W.
White, Margaret A.
Wier, Steven
Wierzba, Gerald J.
Wiley, Vanessa
Willden, Charles Marcel
Willden, Marc Petro
Williams, Aaron
Williams-Bell, Natasha
Williams, Jackie L.
Wilson, Mark E.
Wischnewsky, Les
Wischnewsky, Mark A.
Wischnewsky, Randolph
Wolf, William E.
Wood, Tillman Deen, Jr.
Wood, Regan D.
Worth, Fred
Wright, Alan
Wysong, Charles Bradford

Participants

Yamaguchi, Glenn
Zigmont, Karen P.
Zigmont, Randall E.
Zoppo, Raphael P., Jr.

Exhibit D(1)

List of Litigation Claimants

Litigation Claimants

Gary A. Passons, MD
Gary A. Passons, MD PC
Anant V. Shah
Anant V. Shah, MD PC
Paul A. Hatcher, MD
Urology and Urologic Surgery, PC f/k/a Paul A. Hartcher, MD PC
Roderick Givens
Southern Healthcare Providers, PA
Aaron Williams
Dwight E. Harding, DDS
Charlotte Harding
Dwight E. Harding, DDS PA
William M. Locante, DDS
William M. Locante, DDS PC
William E. Wolf, DDS
William E. Wolf, DDS PC
Wolf Management, Inc.
Michelle G. Johnson, DDS MS
Michelle G. Johnson, DDS, MS PC
Franklin W. Clark, DDS
Franklin W. Clark, DDS PC
David M. Turner, MD
David M. Turner, MD PC
Chris Getman
Getman Orthodontics, PC
Jerald White
Claudia White
Diogenes Holdings, Inc.
Claude Young
Mike Young
Iris Young
Red River Sanitors, Inc.
Danny Cranford
Jennifer Fleschner Accron, LP
Randolph R. Evans
Joan Evans
Randolph R. Evans, MD PC
Mark E. Wilson
Mark E. Wilson, DDS PC
Louis Guerra
Joe Guerra
Rudolph Guerra
Rudy's Food Products, Inc.
Guerra Holdings, Inc.

John Cottam
Linda Cottam
Lincom, LLC
Kevin Barba
Allan W. Lipka
Evans Lipka and Associates, Inc.
Douglas Kottas
Loren Unruh
Gayle Unruh
LH&G Enterprises
Ronald Scott Warder
Candace Warder
E.S. and D. Services, Inc.
Perry M. Jayne
Chad Jayne
Anchor Frame and Axle, Inc.
Karen Tan
Family Ear, Nose & Throat Care, PC
Family Ear, Nose & Throat Services, PLLC
Jerrold Malamut
Lynne C. Malamut
Todd Benjamin Malamut
National Real Estate Brokerage, Inc.
David W. French, MD PSC
Dr. Steven L. Harris
Letitia Harris
Dr. Steven L. Harris, DMD
Andrew Baldauf
Cynthia Baldauf
Unique Surgical Products, Inc.
Arlan Hollenbeck
Sue Hollenbeck
A&S Masonry, Inc. d/b/a D& R Masonry
Kelly Schreckengast
KBS Real Estate, LLC
Tom Calabrese
Tom Calabrese Trucking, Inc.
Randolph Wischnewsy
M&C Fencing, Inc.
Les Wischnewsy
LW Fabricating, Inc.
Scott Robertson, MD
J. Scott Robertson MD PC d/b/a Midwest Neurosurgery
Michael C. McGinnis
Southwestern Pathology Associates, PC
Katie Robertson

Fred Westfall
Timothy Westfall
Patricia Westfall Gonzales
Westfall Constructors
Dennis Scheumann
Sylvia Scheumann
Mid-States Tool & Machine, Inc.
Edward C. Wade, MD
Edward C. Wade, MD PA
Marvin J. Mobley
Linda Dianne Mobley
Aberty Corporation
Kathy Pietro
Robert Martinelli
M&P Development, LLP
Carl Franklin
Edith L. Franklin
International Falcon Associates, Inc.
Dr. Jordan F. Worth and Midtown Physicians, L-LLP
Michael Goldberg, MD
Edward Parelhoff, MD
Eye Consultants of Northern Virginia, PC
Ronald Anderson
Deborah Anderson
Supplier Link Services, Inc.
Greg and Karen Lewis
Lewco Integrated Technical Services, Inc.
Paul and Lucy Janoush
Joe and Dorothy Janoush
John and Beverly Janoush
Jantran, Inc.
Time and Tracy Johnston and Chapter II, Inc.
Connie Stauffer-Embras
Samuel J. Embras, Jr.
Dome Resources, Inc.
Harvey-Preston Electric Company, Inc.
Gerald E. Thomas
Brinda S. Thomas
Vivek Khetpal
Sangeeta Khetpal
The Heart & Medical Center, PC

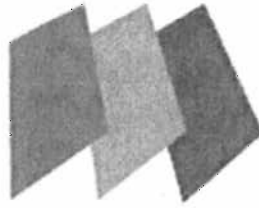
Exhibit E

Participating Defendants

[To be Supplemented, as necessary]

Exhibit 2

Financial Statements and Notes to Financial Statement, dated December 31, 2009



MILLENNIUM

**MILLENNIUM MULTIPLE EMPLOYER
WELFARE BENEFIT PLAN**

December 31, 2009

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN

December 31, 2009 and 2008

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Robert D. Goldstein, CPA

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Member of the TSCPA and the AICPA Employee Benefit Plan Audit Quality Center

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT'S REPORT

To the Plan Committee
Millennium Multiple Employer Welfare Benefit Plan

I was engaged to audit the financial statements of the Millennium Multiple Employer Welfare Benefit Plan as of December 31, 2009 and 2008, and for the year ended December 31, 2008, and the supplemental schedule as of December 31, 2009 as listed in the accompanying table of contents. These financial statements and schedule are the responsibility of the Plan's management.

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the plan administrator instructed me not to perform, and I did not perform, any auditing procedures with respect to the information summarized in Notes I and K, which was certified by Republic Bank and Trust Company, the trustee of the Plan, except for comparing the information with the related information included in the financial statements and supplemental schedule. I have been informed by the plan administrator that the trustee holds the Plan's investment assets and executes investment transactions. The plan administrator has obtained a certification from the trustee as of and for the years ended December 31, 2009 and 2008, that the information provided to the plan administrator by the trustee is complete and accurate.

As described in Note D, these financial statements and supplemental schedule were prepared on a modified cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming the Millennium Multiple Employer Welfare Benefit Plan will continue as a going concern. As discussed in Note A to the financial statements, on June 9, 2010 the Plan filed for Chapter 11 protection in the U.S. Bankruptcy Court for the Western District of Oklahoma. As further discussed in Note A and in Notes G and M, the Plan is subject to uncertainties and litigation claims, the outcome of which cannot be determined at this time. These matters raise substantial doubt about the Millennium Multiple Employer Welfare Benefit Plan's ability to continue as a going concern. Management's plans in regard to these matters are also described in Notes G and M. The financial statements do not include any adjustments that might result from the outcome of these uncertainties or claims.

Because of the significance of the information that I did not audit, and the significance of the uncertainties described in the preceding paragraph, I am unable to, and do not, express an opinion on the accompanying financial statements and schedule taken as a whole. The form and content of the information included in the financial statements and schedule, other than that derived from the information certified by the trustee or custodian, have been audited by me in accordance with auditing standards generally accepted in the United States of America and, in my opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.



Houston, Texas
October 8, 2010

Millennium Multiple Employer Welfare Benefit Plan
STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS
MODIFIED CASH BASIS
December 31, 2009 and 2008

<i>ASSETS</i>	<u>2009</u>	<u>2008</u>
Cash	\$ 982,926	\$ 2,732,080
Held in escrow:		
Cash	1,948	1,948
Insurance contracts	<u>45,163</u>	<u>387,416</u>
	47,111	389,364
Investments at fair value:		
Insurance contracts	<u>113,099,650</u>	<u>100,934,623</u>
Total Assets	<u>\$ 114,129,687</u>	<u>\$ 104,056,067</u>
 <i>LIABILITIES</i>		
Escrow related obligations:		
Contributions and other amounts received in advance	\$ 1,789	\$ 1,789
Insurance contracts	<u>45,163</u>	<u>387,416</u>
	46,952	389,205
Loans collateralized by insurance contracts:		
Loan	19,571,638	10,910,000
Accumulated interest	<u>1,042,389</u>	<u>346,710</u>
	<u>20,614,027</u>	<u>11,256,710</u>
Total Liabilities	<u>20,660,979</u>	<u>11,645,915</u>
NET ASSETS AVAILABLE FOR BENEFITS	<u>\$ 93,468,708</u>	<u>\$ 92,410,152</u>

The accompanying notes are an integral part of these financial statements.

Millennium Multiple Employer Welfare Benefit Plan
STATEMENT OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS-
MODIFIED CASH BASIS
Year Ended December 31, 2009

ADDITIONS:		
Contributions		
Employer contributions received, net		\$ 3,230,719
Investment income		
Increase in the surrender value of life insurance contracts:		
Amortization of surrender charges	\$ 2,304,718	
Decrease in escrow obligation for insurance contracts	342,253	
Net increase in the contracts' values	<u>9,518,056</u>	
	12,165,027	
Dividends and interest	<u>4,939</u>	12,169,966
Other		
Proceeds from surrender of life insurance policies	1,373,177	
Reimbursements of administrative fees previously paid	32,000	
Settlement proceeds	<u>50,000</u>	<u>1,455,177</u>
Total Additions		16,855,862
DEDUCTIONS:		
Benefits paid directly to participants or beneficiaries		
Life		3,132,009
Insurance premiums		
Life insurance premiums paid (does not include any premium payments made through automatic policy loans taken by the applicable life insurance carriers)	3,834,277	
Other insurance premiums paid	<u>41,621</u>	3,875,898
Interest		
Interest costs added to policy loans		695,679
Plan administration and management costs paid		
Expense reimbursements	52,794	
Management fee	384,996	
Other	176	
Reimbursement for unpaid administrative fees	<u>120,775</u>	558,741
Professional fees paid		
Actuarial	132,065	
Asset management	296,092	
Auditing and preparation of tax returns	56,500	
Legal	<u>6,495,322</u>	6,979,979
Settlements paid		<u>555,000</u>
Total Deductions		<u>15,797,306</u>
NET INCREASE IN ASSETS AVAILABLE FOR BENEFITS		1,058,556
NET ASSETS AVAILABLE FOR BENEFITS AT JANUARY 1, 2009		<u>92,410,152</u>
NET ASSETS AVAILABLE FOR BENEFITS AT DECEMBER 31, 2009		<u>\$ 93,468,708</u>

The accompanying notes are an integral part of this financial statement.

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**NOTES TO THE FINANCIAL STATEMENTS****A. CHAPTER 11 FILING (SUBSEQUENT EVENT)**

On June 9, 2010 the Millennium Multiple Employer Welfare Benefit Plan (the "Plan") filed for Chapter 11 protection in the U.S. Bankruptcy Court for the Western District of Oklahoma. Information regarding the Plan and its accounting policies is set forth in Notes C and D.

As discussed in more detail throughout these notes, two factors drove the decision to make this Chapter 11 filing. First, the ongoing refusal of a number of life insurance companies to honor the Plan's contractual ownership rights with respect to the life insurance policies we own. These rights include the ability to request and receive advances against the policies' cash values. These insurers are also defendants in the tort litigation discussed in Note M and we believe they are attempting to use their control over the Plan's assets to reduce their exposure to damages. Despite having over \$85 million in net assets at June 9, 2010 (unaudited) and several hundred fully paid life insurance policies, without the ability to timely access its assets the Plan cannot pay death and life benefits or its other operating expenses.

Second, the continuing cost of the ongoing plaintiffs' tort litigation compelled the Plan to seek a judicial forum that would facilitate a fair and global resolution of these asserted, as well as any unasserted, claims. While the Plan has negotiated settlements, the most recent ones for de minimus amounts of \$5,000, this has not prevented plaintiffs' attorneys from continuing to pursue costly litigation. For example, certain plaintiffs' attorneys recently told a court they intend to take fifty depositions and spend \$2.5 million to prosecute the claim of one Plan participant and his covered employer. Such tactics force the Plan into a Hobson's choice – either agree to settlements that are not justified on the merits of the actions or spend ever increasing sums on defense costs.

B. SETTLEMENTS OF CERTAIN LEGAL ACTIONS (INCLUDING A SUBSEQUENT EVENT SETTLEMENT)

During 2009 the Plan settled three lawsuits in which it and others were defendants; a fourth settlement was agreed to in May 2010 and later finalized.

The first settlement involved litigation that was originally filed against the Plan in early 2007 by one of the insurance carriers from whom the Plan had purchased insurance contracts. The carrier filed a third-party complaint against the Plan and its Sponsor, Millennium Marketing Group, LLC (referred to as either "MMG" or the "Sponsor") in a Dallas, Texas state district court action, which was originally brought against the insurer and two of its agents by certain individual Plan participants. The third-party complaint sought indemnity and contribution from the Plan and others for any damages the carrier was ordered to pay in connection with the original complaint. The participants' original complaint alleged that the insurance agents made various misrepresentations regarding their participation in the Plan and the related underlying insurance policies. In late 2007 and again in 2008 the participants amended their complaints and brought direct claims against the Plan and others. The amended complaints sought to hold the Plan responsible for the various alleged misrepresentations made to them regarding their participation in the Plan. The amended complaint also alleged the Plan breached contracts with the individual participants by either refusing to allow them to "void" their Plan participation and/or by not refunding all of the contributions they made to the Plan.

This litigation originally consisted of twenty-one plaintiffs and thirteen defendants. By the time the trial began in February 2009, nine defendants had reached settlement agreements with the plaintiffs

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**NOTES TO THE FINANCIAL STATEMENTS****SETTLEMENTS OF CERTAIN LEGAL ACTIONS (INCLUDING A SUBSEQUENT EVENT SETTLEMENT), continued**

and two were dropped from the litigation. This left only two defendants, the Plan and MMG, to proceed to trial. During the second week of the trial, the Court ordered the plaintiffs and the remaining two defendants (as well as the defendants' insurance carrier) to participate in a third mediation, which was ordered to be held at the start of the trial's third week.

The Plan was an additional insured under an insurance policy originally obtained by the Sponsor. Both MMG and the Plan had rights to coverage under the policy as well as to its coverage limits and both were using the policy to pay for substantially all of their defense costs incurred in connection with this and other litigation.

During a March 2009 court-ordered mediation, the Plan, MMG and its insurance carrier reached a settlement with the plaintiffs. In addition, a second insurance carrier contributed to the settlement in exchange for MMG and the Plan not pursuing certain claims against its insured. As part of the settlement, those plaintiffs who still remained in the Plan terminated their participation in the Plan and forfeited any remaining life and death benefits.

The second 2009 settlement involved litigation that was filed in January 2008 by a Plan participant against the Plan and others (including its Sponsor) in a U.S. District Court in Florida. The complaint purported to assert ERISA and state common law breach of contract claims arising out of the Plan's alleged refusal to honor an agreement allowing plaintiffs to void their Plan participation. After the Plan moved to dismiss the complaint, the plaintiffs were allowed to amend their complaint and discovery followed. Following the completion of a court-ordered mediation, settlement discussions continued and all of the parties (including, among others, the Plan and MMG) reached a settlement. As part of the settlement, the participant agreed to terminate her participation in the Plan and forfeit any remaining life and death benefits.

The next 2009 settlement involved litigation that was filed in October 2008 in the U.S. District Court for the Eastern District of Texas by a former Plan participant and covered employer against the Plan, the Plan's chairman and thirteen other defendants. Among other things, this complaint included various civil RICO allegations. The Plan and its chairman were the final parties to settle this action. The plaintiffs in this action had previously been terminated from the Plan and had forfeited all benefits.

The total cost of 2009 settlements was \$555,000; the amount of settlement proceeds paid the Plan during 2009 was \$50,000. None of the above settlements involved the transfer of any life insurance policy from the Plan to any former participant.

In May 2010 the Plan settled litigation that was filed in June 2008 in a California state court by a former Plan participant and covered employer against the Plan and twelve other defendants. The Plan was the final party to settle this action; the settlement amount paid was \$5,000. The plaintiffs in this action had previously been terminated from the Plan and had forfeited all benefits. Both the California state court as well as the U.S. Bankruptcy Court for the Western District of Oklahoma has approved this settlement and it is now final.

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**NOTES TO THE FINANCIAL STATEMENTS****C. DESCRIPTION OF PLAN**

The following description of the Plan is provided for general information purposes only. Participants should refer to the Plan's Summary Plan Description and other Plan documents (as amended) for more complete information.

General

The Plan was established on November 1, 2002 for the purpose of providing certain welfare benefits to eligible participants. The Plan is a fully-insured welfare benefit plan covering designated employees of covered employers and is subject to the provisions of the Employee Retirement Income Security Act of 1974 (referred to as "ERISA"). The Plan provides eligible participating employees with fully-insured (through the Plan's purchase of cash value life insurance policies – see "Investment Options" below) death benefits and other qualifying welfare benefits for life contingencies such as disability income, reimbursement of medical costs, dental care, vision care, long-term care and involuntary severance benefits. The Plan is a taxable trust designed to comply with the current provisions of Internal Revenue Code Section 419A(f)(6) and the related regulations. A copy of the Master Plan document is available from or at the office of the Plan's third-party administrator, SecurePlan Administrators, LLC (referred to as "SecurePlan"), in Norman, Oklahoma.

The Plan is managed by a Plan Committee, which is the fiduciary body charged with the responsibility of, among other things, interpreting and applying the Plan's terms. The Plan's assets are held by the trust department of Republic Bank & Trust in Norman, Oklahoma (referred to as either the "trustee" or "Republic Bank"). SecurePlan is a wholly-owned subsidiary of Republic Bank. The Plan's actuary is Milliman, Inc.

Participants are segregated by Rating Group Indicator (hereinafter referred to as "Rating Groups") that consists of a Death Benefit Identifier and a Life Benefit Rating Group. A participant's Rating Group assignment is based upon actuarially-determined risk criteria, and determines their cost of coverage as well as the amount of the death and life benefits provided by the Plan. Claims, expense and investment experience risk are shared by the Plan's participants based on either the participants' specific rating group assignments or by all participants enrolled in the Plan as a whole. The Plan's promised death benefits are fully insured by nationally known insurance carriers. The aggregate promised life benefits are calculated based upon the value of the Plan's net assets, including the total cash value of the life insurance contracts owned by the Plan, at the beginning of each year.

Benefits

Death benefits are payable to designated beneficiaries following the death of a participant. As provided for in the Master Plan document, life benefits can be paid to a Plan participant for such things as a participant's total disability, involuntary separation from employment, or for medical expense reimbursement (including long-term care needs).

Contributions

During each of the years ended December 31, 2009 and 2008, the Plan received contributions from covered (also referred to as "participating") employers based upon the provisions of their respective written adoption agreements. Covered employers are obligated to make contributions and other payments to the Plan in order to maintain the eligibility for benefits of the participants identified in

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**NOTES TO THE FINANCIAL STATEMENTS****C. DESCRIPTION OF PLAN, continued*****Contributions (continued)***

their respective adoption agreements, including payments for Plan administration expenses as identified therein. There were no self-pay contributions by participants.

If certain actuarial criteria are met and following approval by the Plan Committee, a covered employer can amend the previously agreed-upon contribution schedule. Such an amendment usually results in an immediate change to the affected participants' Plan benefits as dictated by the cost-requirements of the Rating Groups to which the affected participants are assigned.

Participant's Benefit Amounts

Participants are promised Plan Benefits on a Plan (calendar) Year basis, which are set by the Plan Committee following consultations with and calculations by the Plan's actuary using the following factors:

1. The uniform cost of the death Benefit and life Benefit associated with the participant's Rating Group assignment on a per \$1,000 of death benefit basis;
2. The fair value of the Plan's net assets (see below);
3. A "hold-back" reserve established by the Plan Committee;
4. The investment experience of the Plan as a whole.

The sum of the Plan's loans and accumulated interest is used as a proxy for its claims and overall expense experience. This amount is allocated to the Rating Groups in proportion to cumulative life Benefits paid within each Rating Group.

Forfeitures

In the event a covered employer fails to pay the required contributions or administrative fees or otherwise defaults, the employer will be terminated from the Plan and the participants designated by the employer in its adoption agreement will cease to be entitled to benefits from the Plan. The Plan typically surrenders the policies on the lives of participants who are no longer eligible for benefits and the proceeds are used to either defray the cost of Plan administration or in some other manner to uniformly benefit the remaining Plan participants. Once an employer's contribution obligation is satisfied, the welfare benefits promised by the Plan for the applicable Plan year are not forfeitable, except in the case of a participant fraud upon the Plan or the nonpayment of administrative fees.

Investment Options

Following enrollment in the Plan, the Plan trustee purchases the cash value life insurance policies selected by the covered employer, and elects the investment options to pursue within each policy. Neither the covered employers nor the participants have the option to direct how the assets of any policy

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**NOTES TO THE FINANCIAL STATEMENTS****C. DESCRIPTION OF PLAN, continued***Investment Options (continued)*

are invested, or the ability to control any of the Plan's assets. All assets are owned and managed by the trustee, with the assistance of an independent investment advisor, both of whom are supervised by the Plan Committee.

Administrative Expenses

The Plan is responsible for various expenses, including the actuarial, audit, investment advisory, legal, management and other fees and expenses directly attributable to the Plan's operation. In the event the collected annual administrative fees from the covered employers are not sufficient to cover the combined cost of the Plan's trustee and third-party administrator, the Plan is responsible for any difference. At December 31, 2009 and 2008, the amount due from covered employers for unpaid annual administrative fees was approximately \$125,000 and \$95,000, respectively.

Policy Loans

The Plan can instruct its trustee to borrow from the cash values of the Plan's life insurance policies in order to fund the Plan's benefit payments, costs and expenses. For each of the years ended December 31, 2009 and 2008, borrowing proceeds amounted to \$8,661,638 and \$8,390,000 (at interest rates ranging from 3.75% to 8.85%), respectively. No borrowings were repaid in either 2009 or 2008. The amount of borrowings outstanding (including accumulated interest on these borrowings) at December 31, 2009 and 2008 was \$20,614,027 and \$11,256,710, respectively. The Plan borrowed an additional \$9,090,000 in 2010 through the date these financial statements were issued. The final due date of any Plan borrowing would be the date the Plan surrenders the applicable policy. Policy loans will generally negatively impact the investment performance of the affected life insurance policies.

Contractual provisions in various life insurance policies owned by the Plan allow carriers to take up to six months to process a loan request. To date, the Plan's loan requests have generally been processed in approximately 30 days. Also, see Note M.

D. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES*Basis of Accounting*

The Plan's financial statements are prepared using the modified cash basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. The principal differences between the "cash basis of accounting" and the "modified cash basis of accounting" are the recognition of fair value of the Plan's investments in insurance contracts and the recording of policy loans and accumulated interest as liabilities.

As more fully discussed in the Master Plan document, a Qualifying Employer becomes a Covered or Sponsoring Employer when the last of the following events occurs: (1) the third-party administrator receives an executed Adoption Agreement; (2) a resolution or consent from the board of directors or other governing body of the Qualifying Employer authorizes the execution and delivery of the Adoption Agreement as set forth above, or ratifies such execution and delivery, and a copy of such resolution or consent is received by the third-party administrator; (3) the initial contributions or other

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**NOTES TO THE FINANCIAL STATEMENTS****D. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued***Basis of Accounting (continued)*

initial payments identified in the Adoption Agreement are placed in the Plan's Escrow Account, which will be sent to the trustee following the issuance of the insurance policies set forth in the Adoption Agreement; (4) the insurance policies identified by the Adoption Agreement on the lives of those Eligible Employees the Qualifying Employer intends to be Participants in the Plan are issued to the Trust and received by the Trustee; and (5) the Eligible Employees designated in the Adoption Agreement and the underlying policies insuring their lives are successfully assigned to a Rating Group.

Following the completion of the above, the designated or eligible employee's participation in the Plan is recognized. If the Plan receives any assets (generally cash or insurance policies) prior to completion of the above, these assets are held in escrow by the Plan pending completion of the required actions.

Subsequent contributions are recognized on a cash basis in the Plan Year in which the contributions are received and benefits are recognized when the payments are disbursed. The Plan does not account for operating liabilities and, accordingly, recognizes costs and expenses when paid. Contributions received by the Plan prior to the issuance of insurance policies are deferred and recorded as contributions received in advance of participation.

Use of Estimates

The preparation of financial statements in accordance with the modified cash basis of accounting requires the Plan to make estimates and assumptions that affect the reported amounts of net assets, benefit obligations, and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported changes in net assets during the reporting period. Actual results could differ from those estimates. Significant estimates include the fair value of insurance contracts and the impact certain litigation may have on the Plan.

Investment Valuation and Income Recognition

The Plan's investments are stated at the net surrender values of the insurance contracts, as reported by the carriers. The net surrender values include adjustments, when applicable, for the accumulated interest due on any policy loan. Since the Plan does not maintain current health or underwriting information on its participants, the adjusted net surrender value is considered the best estimate of the fair value of the Plan's investments.

Fair value is an estimate of the amount the Plan would receive following the sale or liquidation of an investment in a timely transaction to an independent buyer. The Financial Accounting Standards Board (the "FASB") has established a three-tier hierarchy (Level 1, Level 2 or Level 3) based on the use of observable market data and unobservable inputs to establish classification of fair value measurements for disclosure purposes. Inputs refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about uncertainty. Level 3 inputs (significant unobservable inputs; including the Plan's own assumptions) were used by the Plan in determining the fair value of the Plan's investments. For additional information please go to the FASB's website, www.fasb.org, and refer to Section 820 of the Accounting Standards Codification.

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**NOTES TO THE FINANCIAL STATEMENTS****D. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued***Investment Valuation and Income Recognition (continued)*

Participants annually recognize imputed income equal to the actuarial determined economic benefit value associated with the Plan's benefits. The valuations used in the accompanying financial statements are based on the presumption the Plan will continue as a going concern; if the Plan were to terminate, then different actuarial assumptions and other factors might be applicable.

Payment of Benefits

The Master Plan document includes a description of the Plan's benefit payment provisions. Benefits are recorded when paid; no benefits are due to terminated participants. *Also, see Note K.*

E. PLAN TERMINATION

The Sponsor, with the approval of the Plan Committee, has the right to terminate the Plan at any time. In the event of the Plan's termination, its assets will be distributed to participants in the manner specified in the Master Plan document.

F. RATING GROUPS

Amounts available to participants as Death and Life Benefits do not necessarily reflect the actual values associated with the policies insuring those participants' lives. Federal tax law requires that amounts made available to participants during any Plan Year reflect the experience of the participant's Rating Group. Consequently, values made available to a participant in any given plan year reflect the contribution experience of the covered employers regarding participants within the applicable Rating Groups, the actual claims experience within the applicable Rating Group, as well as other factors such as the investment performance and value of the Plan's assets, any "hold-back" reserve established by the Plan Committee and any costs and expenses of the Plan.

G. TAX STATUS

The Plan is a taxable trust that annually files tax returns with the Internal Revenue Service (the "IRS"). No significant income taxes have been paid by the Plan to date.

The IRS does not provide determination letters regarding whether welfare benefit plans (including the Plan) are designed in accordance with applicable sections of the Internal Revenue Code or operate in compliance with the applicable requirements. In October 2004, a request for private letter ruling was filed with the IRS. A private letter ruling is the IRS' interpretation of a tax statute or administrative rules and their application to a particular set of facts or circumstances. The purpose of a letter ruling is to advise the taxpayer with respect to the tax treatment it can expect from the IRS in the circumstances specified by the ruling. The ruling requested the IRS' guidance with respect to the following questions: (1) does the Plan comply with the requirements of Internal Revenue Code Section 419A(f)(6) and the related regulations, and (2) is the Plan a so-called "listed transaction."

On October 5, 2007, the IRS issued a private letter ruling which, in summary, stated that, in the IRS' opinion, the Plan did not comply with Internal Revenue Code Section 419A(f)(6) and the related regulations and the Plan is a "listed transaction." Both the Plan Committee and the Sponsor strongly disagree with the IRS' ruling and believe the Plan is currently designed and operates in compliance

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**NOTES TO THE FINANCIAL STATEMENTS****G. TAX STATUS, continued**

with applicable requirements of the Internal Revenue Code. The Plan and its Sponsor subsequently filed an action in the U.S. Tax Court requesting an order to prohibit the IRS from disclosing its ruling to the public or, alternatively, to significantly restrict what is disclosed. Following an October 2009 hearing in the Tax Court regarding the government's motion for a summary judgment, the Plan and the IRS held a series of meetings that resulted in an agreement regarding the contents of a published private letter ruling. The Tax Court accepted the parties' agreement and in May 2010 the private letter ruling was released for publication.

Neither the Plan Committee nor anyone associated with the Plan can provide any assurance that the IRS will not challenge the tax treatment of any tax benefits (including deductions for contributions) claimed with respect to the Plan. Among other things, transactional and other factors unique to each participating employer affect the tax treatment of the related transactions. Since the Plan does not and cannot provide any legal or tax advice, employers and employee participants should consult with their own legal or tax advisors regarding the tax or other consequences of the Plan as applied to their own particular circumstances, including the IRS' position that an employer's participation in the Plan or the participation in the Plan by certain employees of a participating employer is a "listed transaction."

The Plan believes there will not be a resolution of any of the fundamental tax-related questions regarding the Plan, including those asked in its request for a private letter ruling, until the issues are considered and resolved in litigation. Cases are currently pending in the U.S. Tax Court involving IRS challenges related to several participating employers.

H. INVESTMENTS AND CONCENTRATIONS OF RISK

The Plan's assets, specifically cash and investments in insurance contracts, are financial instruments that potentially subject the Plan to a variety of risks, including, but not necessarily limited to, counter-party and market-related risks.

The Plan's cash is held by its trustee, Republic Bank, in interest bearing accounts. The balance in the Plan's cash accounts generally exceeds the maximum amount insured by the Federal Deposit Insurance Corporation. While the Plan has not incurred any losses in its cash accounts, it does not require collateral from its trustee.

As stated above, the Plan's insurance contracts are issued by nationally known insurance carriers. At the time of original purchase, the applicable issuing carrier had an A.M. Best Company financial strength rating of "A-" or better. The "financial strength" rating of an insurance carrier represents A.M. Best Company's opinion of an insurance company's financial strength and ability to meet its ongoing insurance policy and other contract obligations. A.M. Best Company, which was founded in 1899, is a credit rating organization that is recognized as having particular expertise in the insurance and financial services industries.

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN

NOTES TO THE FINANCIAL STATEMENTS

H. INVESTMENTS AND CONCENTRATIONS OF RISK, continued

A.M Best Company's "Secure" financial strength ratings are as follows:

A++ or A+	Superior
A or A-	Excellent
B++ or B+	Good

A financial strength of "B" or lower means the insurance company is "Vulnerable." For additional information please refer to A.M. Best Company's website, www.ambest.com.

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN

NOTES TO THE FINANCIAL STATEMENTS

H. INVESTMENTS AND CONCENTRATIONS OF RISK, continued

Recent financial strength ratings for the carriers whose life insurance policies are owned by the Plan are as follows:

<u>Carrier</u>	<u>Financial Strength Rating</u>
American General Life Insurance Company	A
American United Life Insurance Company	A
Aviva Life and Annuity Company (formerly known as Indianapolis Life Insurance Company)	A
Berkshire Life Insurance Company of America	A++
General American Life Insurance Company	A+
Guardian Life Insurance Company of America	A++
Hartford Life Insurance Company	A
ING Life Insurance and Annuity Company	A
Kansas City Life Insurance Company	A
Lincoln Life & Annuity Company of New York	A+
John Hancock Life Insurance Company	A+
Penn Mutual Life Insurance Company	A+
Phoenix Life Insurance Company	B+
Security Life of Denver Insurance Company	A
Security Mutual Life Insurance Company of New York	A-
Transamerica Life Insurance Company	A+
United States Life Insurance in the City of New York	A

The Plan's insurance contracts are broadly divided into two categories: (1) fixed policies (which include indexed policies), whose returns are set and paid by the applicable insurance companies, and (2) variable policies, whose returns are based on the investment performance of the applicable equity, fixed income or other mutual funds in which the available policies proceeds are invested. The Plan does not use any leverage in connection with its investments.

The primary risks associated with the Plan's fixed policies include the risks generally associated with

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**NOTES TO THE FINANCIAL STATEMENTS****H. INVESTMENTS AND CONCENTRATIONS OF RISK, continued**

any equity or fixed income investment as well as the risk that an issuing insurance carrier is unable to perform any of its obligations under a fixed policy. A fixed policy's cash surrender value represents a claim on the issuing insurance carrier. If a carrier were placed into some form of regulatory supervision by the applicable state insurance regulator, the Plan most likely would not have any further, or at best limited, access to that carrier's policies' cash values. In the worst case scenario, the applicable policies' death benefits could become an obligation of the applicable state's life insurance guaranty fund. In addition, the rate at which earnings are credited to a fixed policy (which results in the increase in a fixed policy's cash surrender value) is a function of the investment performance of each carrier's investment portfolio, subject to a guaranteed minimum crediting rate. The minimum crediting rate varies by type of policy and carrier.

Much like brokerage accounts, the principal risks associated with the Plan's variable policies are those associated with investing in the fixed income, equity and commodities markets generally, including issuer-specific and general market, economic and political risks. A variable policy's cash surrender value is the aggregate value of its interests in certain investment funds (substantially all of which are open-end management investment companies registered under the Investment Company Act of 1940) made available by the applicable carriers, which invest in a variety of asset classes, pursuing one or more investment strategies. Investments are made using a diversified investment allocation that is periodically reviewed and approved by the Plan Committee. Utilizing the services of a third-party investment advisor, the Plan's trustee invests the assets of each variable policy among the available investment funds, consistent with this investment allocation. This investment allocation does not call for investment on a policy-by-policy basis, but rather considers the investment fund choices made available across the applicable carriers, allocating on a collective basis to those investment funds deemed most appropriate. As a result, any one specific variable policy may have all of its assets concentrated in one or a few investment funds, as opposed to the diverse investment allocation referenced above. The risks associated with a particular investment fund are a function of that fund's underlying investments, which are detailed in such fund's prospectus. As with the fixed policies, if a carrier were placed into some form of regulatory supervision, the applicable policies' death benefits could become an obligation of the applicable state's life insurance guaranty fund.

Given the range of insurance contracts that constitute the Plan's investments, the underlying values will vary considerably over time as well as at any point in time. At any point in time, either realized or unrealized investment gains and losses are possible and such gains and losses could be material. The Plan's investments are not insured by agencies of the United States government or any other person or institution. In addition, if any of the insurance carriers used by the Plan were to experience a significant deterioration in its financial condition, as a practical matter, it would be exceptionally difficult for the Plan to move or replace the affected policies in a timely manner. Any such move or replacement would likely subject the Plan to a significant cost.

While the Plan Committee regularly reviews the Plan's investment performance and periodically reviews the financial status of its insurance carriers, neither the Plan Committee, nor the Sponsor nor any other party associated with the Plan can provide any guarantees or assurances regarding investment performance, losses or value depreciation. In all cases to date, the Plan's insurance carriers have paid the contractually agreed-upon death benefit amounts following presentation of applicable claims.

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**NOTES TO THE FINANCIAL STATEMENTS****I. INFORMATION CERTIFIED BY THE PLAN'S TRUSTEE AND CUSTODIAN**

The Plan Committee has elected the method of compliance permitted by 29 Code of Federal Regulations 2520.103-8 of the U.S. Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Accordingly, the Plan's trustee has certified to the completeness and accuracy of the Plan's investments. As permitted by the aforementioned election, the Plan Committee has instructed its independent auditor not to perform auditing procedures with respect to the information certified by the trustee as complete and accurate, except for comparing such information to information included in the Plan's financial statements and supplemental schedule. Among other duties, the trustee receives Plan contributions, holds and invests the Plan's assets in accordance with the directions of the Plan Committee, and makes disbursements as directed by the Plan's third-party administrator or Plan Committee. The trustee and third-party administrator are collectively responsible for, among other things, recordkeeping, which includes maintaining complete and accurate records for all Plan participants as well as for the Plan as a whole.

J. AGREEMENTS AND TRANSACTIONS WITH PERSONS KNOWN TO BE PARTIES-IN-INTEREST

Party-in-Interest	Function	Fees Paid By the Plan	
		2009	2008
SecurePlan Administrators, LLC	Recordkeeper/Third-party Administrator ¹	\$79,500	\$61,787
Republic Bank & Trust, N.A.	Plan Trustee ¹	\$41,275	\$33,800
Milliman, Inc.	Plan Actuary	\$93,804	\$116,332
Jonathan Cocks	Plan Manager ²	\$437,790	\$500,638
Millennium Marketing Group, LLC	Plan Sponsor	-	-

¹ Generally funded by Plan's covered employers via fee payments made to the Sponsor.

² The amounts paid in 2009 and 2008 include management fees of \$384,996 and \$434,996, respectively, and expense reimbursements of \$52,794 and \$65,642, respectively.

K. INVESTMENTS REPRESENTING 5% OR MORE OF TOTAL ASSETS

The following life insurance carriers have issued life insurance contracts, the cash surrender value of which represents 5% or more of the Plan's assets. All insurance contracts are held by Republic Bank, which has certified to their completeness and accuracy:

	2009	2008
American General Life Insurance Company	\$55,343,108	\$50,318,232
Aviva Life and Annuity Company (formerly known as Indianapolis Life Insurance Company)	\$17,957,541	\$15,249,226
Penn Mutual Life Insurance Company	\$14,774,389	\$13,686,100

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**NOTES TO THE FINANCIAL STATEMENTS****L. BENEFIT AND OTHER PLAN OBLIGATIONS**

As of December 31, 2009 and 2008, the Plan owned and was the beneficiary of various life insurance contracts with stated death benefit values aggregating approximately \$1billion. The accompanying financial statements reflect only the net cash surrender values of these contracts as reported to the trustee by the insurance carriers.

The Plan's life benefit payments during 2009 and 2008 were \$3,132,009 and \$2,600,120, respectively; the Plan's death benefit payments during 2009 and 2008 were \$0 and \$2,997,090, respectively. At December 31, 2009 and 2008 life benefit claims in the approximate amount of \$102,000 and \$1,307,000, respectively, had been incurred and received for processing by the Plan's third-party administrator but not yet paid; these claims were paid in the applicable subsequent year. In addition, claims in the approximate amount of \$875,000 had been incurred as of December 31, 2009 but were not reported to the Plan by participants until 2010.

Since the Plan reports on the modified cash basis of accounting and because benefits are either directly or indirectly subject to coverage by insurance policies, there were no recorded Plan obligations at December 31, 2009 and 2008. In addition, the Plan does not report a net change in its annual benefit obligations.

According to the Plan's actuary, the Plan's obligation for total life benefits aggregated approximately \$73.9 million at January 1, 2009. As discussed in Note M, due to the refusal of certain life insurance carriers to recognize or honor the Plan's exclusive ownership rights to its life insurance policies the Plan cannot at this time make life benefits available for 2010.

M. CONTINGENCIES AND COMMITMENTS (INCLUDING SUBSEQUENT EVENTS)*Claims the Plan has asserted against the United States of America:*

In March 2006, the Plan and its Sponsor filed an action in a U.S. District Court in Houston, Texas against the United States of America (regarding one of its agencies, the Internal Revenue Service), claiming damages arising from unlawful third-party disclosures by the Service regarding the Plan's confidential tax information and breach of the Freedom of Information Act's provisions. Through December 15, 2007, half of the litigation costs were the responsibility of the Plan (as approved by the Plan Committee) and the remaining half were the Sponsor's responsibility. Subsequently, the Plan assumed responsibility for the entire cost.

In June 2009 both parties moved for summary judgment on a number of the claims asserted. The United States' summary judgment motions sought dismissal of the entire case and all claims. In March 2010 the Court granted the United States' motions for summary judgment and denied the Plan's motions for summary judgment (the government won, the Plan lost). Following consultations with its attorneys, the Plan has decided to file a notice of appeal regarding the Court's rulings with the U.S. Court of Appeals for the Fifth Circuit.

Claims asserted by certain life insurance companies regarding the Plan's assets:

Three life insurance carriers have filed interpleader actions in the U.S. District Court for the Western District of Oklahoma. Each action requests the Court to determine whether the Plan is the exclusive

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN

NOTES TO THE FINANCIAL STATEMENTS

M. CONTINGENCIES AND COMMITMENTS (INCLUDING SUBSEQUENT EVENTS), continued

Claims asserted by certain life insurance companies regarding the Plan's assets, continued:

owner of the applicable insurance policies and entitled to exercise its exclusive ownership rights. These rights include, among other things, the ability to surrender the policy (for death benefit claims, etc.) and to request and receive policy borrowings. Each of these carriers is also a defendant in certain of the tort actions discussed in the topic below.

A fourth life insurance carrier filed claims in an existing Texas state court action for the same purpose. This carrier is also a defendant in certain of the tort actions discussed in the topic below.

The Plan has attempted, without success, to negotiate resolutions of these actions with the applicable carriers. It has also filed claims against certain carriers and is considering what further legal action to take against the others. Over 70% of the Plan's assets are invested in life insurance policies issued by these four companies. Consequently, it has become increasingly difficult for the Plan to fund its operations, including death and life benefit payments as well as the Plan's operating expenses. These carriers' actions have also forced the Plan to incur significant additional legal costs in an effort to gain access to the Plan's assets.

Claims others are asserting against the Plan:

Presently, Plan participants and others have filed seven separate actions against the Plan and others (not including settled actions) in various state courts in Arkansas, Oklahoma, Tennessee and Texas. One of the Tennessee and two of the Texas actions include multiple plaintiff groups. Four of the actions were filed by the same attorneys. In addition to the Plan, most of these actions name the Plan's Sponsor, actuary, manager, third-party administrator and trustee as additional defendants. The two Texas actions involving multiple plaintiff groups have also asserted various claims, including breach of fiduciary responsibility claims, against the members of the Plan Committee.

While each complaint includes unique and specific allegations, in general, each seeks to hold the Plan responsible for various alleged misrepresentations made to the applicable plaintiffs regarding their participation in the Plan and also alleges the Plan breached its contracts by refusing to allow certain plaintiffs to "void" their Plan participation. Each complaint is in a different stage of the judicial process, but none has progressed beyond the discovery stage. The Plan is, and will continue to, vigorously defend itself and its manager.

As a result of the Plan's Chapter 11 filing all of these actions are now stayed (on hold). The Plan has begun the process of removing all of these remaining actions to federal court and has further sought to have each of them decided by the Bankruptcy Court. The Plan's intent is that all claims associated with these actions, as well as any other claims regarding the Plan, be resolved during the course of the Plan's Chapter 11 proceeding.

The Plan is an additional insured under an insurance policy that was originally obtained by the Sponsor. Both the Sponsor and the Plan had rights to coverage under the policy as well as to its coverage limits and both were using the policy to pay for substantially all of their defense costs incurred in connection with these various actions. The Plan's fiduciary insurance carriers (for both the original policy and a subsequent policy obtained for the Plan only) have taken the position that

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**NOTES TO THE FINANCIAL STATEMENTS****M. CONTINGENCIES AND COMMITMENTS (INCLUDING SUBSEQUENT EVENTS), continued*****Claims others are asserting against the Plan, continued:***

either the applicable policy limit has been exhausted with respect to most of the actions set forth above or the policy does not provide coverage for the above actions. While the Plan is analyzing its insurance coverage and making every effort to maximize any possible recovery, at present the Plan is prepared to pay, and is paying, substantially all litigation related expenses and any possible settlements in the pending cases from the Plan's assets while reserving any and all rights with regard to its insurance carriers.

A law firm, which the Plan contends was engaged by one of its insurance carriers to defend it in a tort action, filed suit against the Plan in a Texas state court for unpaid legal fees in the amount of approximately \$146,000 plus attorney fees and costs. Due to the Plan's Chapter 11 filing the matter is presently stayed. The Plan intends to vigorously contest any claim filed by this firm in the Plan's Chapter 11 proceeding as well as assert various counter-claims.

Defense and Indemnification Commitments:

Prior to the filing of any lawsuits against the Plan or others associated with it, the Plan and its Sponsor agreed to defend or indemnify Milliman, Inc. and SecurePlan against various or certain claims asserted against them in connection with their work on behalf of the Plan. The indemnification does not apply if either party is found to have engaged in, among other things, gross negligence, breach of fiduciary duty, or a violation of ERISA or similar statutes. In the event of such a finding, SecurePlan is obligated to return all moneys advanced to it by the Plan under this indemnification. There has been no such finding to date.

The Master Plan document includes a provision granting the Plan's trustee a lien against the Plan's assets for the amount of all fees, costs, charges and amounts that may be rightfully due it, including the cost of defending any lawsuit filed against it in connection with its services as the Plan's trustee. This lien has priority over the claims of any Plan participant or beneficiary. Any such obligation would be limited by the provisions of ERISA.

As noted in the "*Claims others are asserting against the Plan*" section above, Milliman, Inc., Republic and SecurePlan are named as defendants in substantially all of the litigation that also names the Plan as a defendant.

During the year ended December 31, 2009 and 2008 the amount paid and expensed in connection with these defense and indemnification obligations was \$241,975 and \$14,800, respectively. The unpaid amount of these obligations at December 31, 2009 was approximately \$132,000.

Other:

During 2007, the Plan Committee determined that, because of the size to which the Plan had grown, someone was needed to assume responsibility for the Plan's day-to-day management as well as to coordinate its administrative activities and the efforts of its various service providers. Effective January 1, 2008, the Plan Committee hired an individual to perform these activities who is paid a fixed monthly fee of approximately \$32,100 and is reimbursed for certain expenses that directly relate to the Plan's activities. During 2009 the Plan's agreement with this individual was amended to

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN

NOTES TO THE FINANCIAL STATEMENTS

M. CONTINGENCIES AND COMMITMENTS (INCLUDING SUBSEQUENT EVENTS), continued

Other, continued:

provide him with up to a six month continuation of the fixed monthly fee in the event a) his employment was involuntarily terminated without cause; b) a change in control of the Plan Committee occurred and his employment was subsequently terminated; or c) his employment ended because the Plan was terminated.

N. SUBSEQUENT EVENTS

All relevant subsequent events through October 8, 2010 (the date these financial statements were available to be issued) have been evaluated by management.

O. RECONCILIATION OF FINANCIAL STATEMENTS TO FORM 5500

The Plan's financial statements and Form 5500 were in agreement as of and for the year ended December 31, 2009 and 2008.

MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN

NOTES TO THE FINANCIAL STATEMENTS

SUPPLEMENTAL INFORMATION

Millennium Multiple Employer Welfare Benefit Plan

SCHEDULE OF ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR As of December 31, 2009

EIN: 01-0749180
Plan Number: 501

(a) <u>Identity of Issue, Borrower Lessor or Similar Party</u>	(c) Description of Investment	(d) Cost	(e) Current Value
American General Life Insurance Company	Life Insurance	n/a	\$55,343,108
American United Life Insurance Company	Life Insurance	n/a	686,483
Aviva Life and Annuity Company (formerly known as Indianapolis Life Insurance Company)	Life Insurance	n/a	17,957,541
Berkshire Life Insurance Company of America	Life Insurance	n/a	31,515
General American Life Insurance Company	Life Insurance	n/a	2,202,917
Guardian Life Insurance Company of America	Life Insurance	n/a	2,895,663
Hartford Life Insurance Company	Life Insurance	n/a	2,678,364
ING Life Insurance and Annuity Company	Life Insurance	n/a	1,292,601
John Hancock Life Insurance Company	Life Insurance	n/a	1,204,712
Kansas City Life Insurance Company	Life Insurance	n/a	318,387
Lincoln Life & Annuity Company of New York	Life Insurance	n/a	858,622
Penn Mutual Life Insurance Company	Life Insurance	n/a	14,774,389
Phoenix Life Insurance Company	Life Insurance	n/a	4,558,703
Security Life of Denver Insurance Company	Life Insurance	n/a	1,888,974
Security Mutual Life Insurance Company of New York	Life Insurance	n/a	94,137
Transamerica Life Insurance Company	Life Insurance	n/a	1,821,607
United States Life Insurance Company in the City of New York	Life Insurance	n/a	4,537,090
Republic Bank & Trust	Cash account	n/a	984,874
			\$114,129,687

*

* denotes a party-in-interest

Exhibit 3

Millennium Master Plan

**MASTER PLAN OF THE
MILLENNIUM
MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**

**Effective as Amended on the 1st day of January, 2005
Copyright 2002, Millennium Marketing Group, LLC
Patent Pending, 2002**

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**MASTER PLAN OF THE
MILLENNIUM
MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**

This Millennium Multiple Employer Welfare Benefit Plan (the "Plan"), adopted as amended effective January 1, 42005, is a 10 or more employer plan within the meaning of Section 419A(f)(6) of the Internal Revenue Code of 1986, as amended (the "Code"). This Plan is established and sponsored for the purpose of providing death and other qualifying welfare benefits to Eligible Employees of Covered Employers under the terms and conditions stated herein.

This Plan is a 10 or more employer welfare benefit plan as defined by the Code and the Employee Retirement Income Security Act of 1974, as amended.¹ This Plan is intended to constitute a fully insured welfare benefit arrangement. The benefits provided by this Plan are funded solely through contributions of Covered Employers, and are held in trust for the exclusive benefit of Participant/Eligible Employees and their designated Beneficiaries. All assets held in trust under this Plan will be used to satisfy the Plan's obligations to pay benefits, and to cover the reasonable and necessary costs of administering the Plan and assuring the Plan's compliance with applicable state and federal laws.

This Plan supercedes any prior plan or arrangement under Code § 419A(f)(6) as to those Covered Employers who participate herein, and their Participant/Employees and designated Beneficiaries. Where the provisions of this Plan conflict with the terms of any Summary Plan Description issued under this Plan, or any Trust Agreement entered into pursuant to this Plan, the provisions of this Plan will control.

ARTICLE I

DEFINITIONS

- 1.01 "Adoption Agreement"** means the written agreement entered into by a Qualifying Employer under this Plan under which such Qualifying Employer adopts the Plan and agrees to abide by the Plan's provisions.
- 1.02 "Beneficiary"** means the person(s) identified by a Participant in a written "Designation of Beneficiary Form" as specified in Section 4.03.b of the Plan to receive Benefits and the automatic Beneficiary under Section 4.03.c.
- 1.03 "Benefit"** means any monetary amount or insurance policy paid from the Trust as provided by the Plan to a Participant in the Plan or a designated Beneficiary.

¹ 29 U.S.C. § 1002(40); 29 U.S.C. § 1144(b)(6)(A).

- 1.04 **“Code”** means the Internal Revenue Code of 1986, as amended, as clarified and construed under Treasury Regulations and controlling federal case law.
- 1.05 **“Committee”** means the Plan Committee, comprised of five (5) to fifteen (15) individuals as appointed by the Plan Committee from time to time in accordance with the written procedures determined by the Plan Committee, who shall interpret the terms of the Plan in their sole and absolute discretion and shall undertake other functions as set forth herein.
- 1.06 **“Contribution”** means the amount paid by a Covered Employer to the Trust created as required by the Plan and as specified in the Adoption Agreement.
- 1.07 **“Covered Employer”** means a Qualified Employer who has entered into an Adoption Agreement and satisfied all the requirements of the Plan as to Covered Employer status.
- 1.08 **“Death Benefit”** means any Benefit due to be paid from the Plan to a Beneficiary upon the death of a Participant, net of any Life Benefit paid prior to the Participant’s death.
- 1.09 **“Effective Date”** means the initial effective date for the Plan: November 1, 2002.
- 1.10 **“Eligible Employee”** means an Employee of a Covered Employer who has satisfied the eligibility criteria established in the Adoption Agreement.
- 1.11 **“Employee”** means any individual lawfully employed to work in the United States by a Covered Employer who is an “employee” under federal common law, and to whom the Covered Employer pays wages or makes guaranteed payments.
- 1.12 **“Employer”** means any entity or individual that lawfully employs individuals to work in the United States and who pays them wages or guaranteed payments subject to withholdings for federal and state employment taxes.
- 1.13 **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended and as clarified and construed by Department of Labor Regulations and controlling federal case law.
- 1.14 **“Fiduciary”** means a person who has discretionary powers and authorities with regard to the establishment, maintenance and administration of this Plan and includes the Sponsor, the Committee, and the Trustee and the Third Party Administrator.
- 1.15 **“Insurance”** means any policy of insurance issued by any legal reserve life insurance company under which that Underwriter is obligated to pay monies to

the Trust upon the occasion of the death of a Plan Participant or other triggering event under the Plan. Only "Insurance" issued by a carrier license to do business in the state of the insured and carrying an A+ rating or better as commercially reported by a major evaluator of insurance companies will be permitted to fund Benefits under this Plan. Further, "Insurance" shall be limited to those insurance products described in Exhibit "C," to this Plan.

- 1.16 "Life Benefit"** means the fixed Benefit or Insurance on a Participant paid by the Plan, or transferred to another trust from the Plan, in lieu of the Death Benefit upon the occurrence of certain triggering events during the Participant's lifetime. "Life Benefit(s)" are described in Exhibit "B" to the Plan and in each Participant's Certificate of Participation.
- 1.17 "Participant"** means an Eligible Employee identified in the Adoption Agreement of a Covered Employer for whom a policy of Insurance has been issued and is in full force and effect, and who has satisfied all other Plan requirements as to Participant status.
- 1.18 "Participation Date"** with regard to a particular Participant, means the first effective date of a policy of Insurance issued on the life of the Participant, or the first date of Participation under the terms of the Plan, if later.
- 1.19 "Plan"** means this Master Plan of the Millennium Multiple Employer Welfare Benefit Plan.
- 1.20 "Plan Assets"** means all Insurance, monies, real or personal property held in the Trust and any earnings, income, gain or loss, and appreciation or depreciation attributable thereto.
- 1.21 "Plan Year"** means the period from the Effective Date to December 31, 2002 and, thereafter, the period from January 1st to December 31st each calendar year.
- 1.22 "Qualifying Employer"** means an Employer who is a "C"-corporation, an "S"-corporation, a limited liability company, a limited liability partnership, a professional corporation or partnership recognized by state law.
- 1.23 "Rating Group"** means the class of similarly situated Participants for whom Covered Employers pay Contributions to the Trust as specified by this Plan.
- 1.24 "Reinsurer"** means any lawfully established and maintained insurance company that issues a policy of insurance to the Trust for the purpose of insuring the Trust against the risk of excess or unanticipated monetary loss or substandard performance of Plan Assets.
- 1.25 "Sponsor"** means the Plan Sponsor, Millennium Marketing Group, LLC.

- 1.26 “Summary Plan Description”** means the plain-language written summary of the plan document that conforms to the requirements stated in ERISA Regulation § 2520.102-3, as amended by 63 Fed. Reg. 48376, or other amending final regulation.
- 1.27 “Third Party Administrator”** means any individual or entity appointed by the Sponsor under an administrative services agreement whose primary responsibility is to administer claims of Participants and Beneficiaries, assure that disclosures and other required communications are accomplished, and conduct other business transactions required for this Plan to achieve its stated purposes.
- 1.28 “Triggering Event”** means an event that triggers the payment of a Death Benefit or a Life Benefit under the Plan as described in Section 5.03.b., herein.
- 1.29 “Trust Agreement”** means the written agreement between the Plan and the Trustee that establishes the Trust under this Plan, regardless of the date of execution of such agreement
- 1.30 “Trust”** means the Plan Assets held in accordance with the Trust Agreement.
- 1.31 “Trustee”** means the individual or entity that entered into the Trust Agreement with the Plan, or any successor thereto, including a temporary Trustee appointed by the Third Party Administrator.
- 1.32 “Underwriter”** means the issuer or issuers of Insurance selected by the Covered Employer in the Adoption Agreement.

ARTICLE II

ESTABLISHMENT OF TRUST POWERS OF THE TRUSTEE

2.01 Trust and Trustee.

All Plan Assets shall be held by the Trustee in Trust and administered by the Trustee at the direction of the Committee and in accordance with this Plan and the Trust Agreement. The initial Trustee, and any successor Trustee, shall be appointed by the Sponsor, with the approval of the Committee on behalf of the Plan, and shall be a federally insured bank, a licensed investment company, or a bonded and licensed trust company. Any temporary Trustee shall be appointed by the Committee and shall serve as Trustee until the Sponsor appoints a successor Trustee with the approval of the Committee.

2.02 Trustee's Duty to Manage Plan Assets, Take in Contributions, and Make Distributions for Benefits and Plan Expenses.

It shall be the duty of the Trustee to take Contributions and other payments into the Trust and to make payments out of the Trust to such persons or entities, in such a manner, at such times and in such amounts as may be specified (i) in written or oral (and later ratified, in writing) directions from the Third-Party Administrator or Committee received from time to time by the Trustee, or (ii) as may be expressly provided by the terms of this Plan. The specific rights and obligations of the Trustee shall be set forth in the Trust Agreement which is incorporated herein by reference and made a part of this Plan.

2.03 General Powers of Trustee/Fiduciary Duties.

Subject to any limitations expressly set forth herein, and upon direction by the Third Party Administrator or Committee, the Trustee shall have the powers set forth in the Trust Agreement. In acting on behalf of the Plan, the Trustee shall act with regard to the Plan as a reasonably prudent fiduciary with expertise and experience dealing with plan assets and plan transactions of the nature and kind set forth in this Plan.

2.04 The Trustee's Accounting.

The Trustee shall keep accurate and detailed accounts of all investments, receipts and disbursements and other financial transactions hereunder, and all accounts, books and records relating thereto shall be open to inspection and audit at all reasonable times by any authorized governmental agency, the Third Party Administrator, and any person or persons designated by a Covered Employer. Within six (6) months following the last day of each Plan Year, and within sixty (60) days after the removal or resignation of the Trustee, the Trustee shall file with the Third-Party Administrator and each Covered Employer, a written report setting forth all investments, receipts, disbursements, and other transactions effected by the Trustee during the period ending as of such period, including a description of all investments purchased and sold with the cost and net proceeds of such purchases or sales (accrued interest paid or received being shown separately), and showing all cash securities and other property held at the end of such period. If no written objection is filed by the Third-Party Administrator or any Covered Employer with respect to such report within ninety (90) days after its delivery by the Trustee, then the report shall be deemed to be accepted and shall be final and binding. In the absence of error, or other issue raised by an independent auditor pursuant to the annual audit of the Plan, neither a Covered Employer nor any other person shall have the right to demand or be entitled to any further or different accounting by the Trustee.

2.05 Successor Trustee.

- a. **Removal/Resignation of a Trustee.** The Committee may direct the Sponsor to remove the Trustee at any time, with or without cause, upon thirty (30) days notice in writing to the Trustee. The Trustee may resign at any time upon thirty (30) days notice in writing to the Third-Party Administrator. The Trustee's

resignation or removal shall be effective upon the expiration of such thirty (30) day period regardless of whether a successor Trustee is appointed. In no event shall the Trustee be liable to any Covered Employer, Participant, or Beneficiary for merely exercising its right to resign as Trustee or for merely being removed by the Sponsor. Upon receipt of the resignation of the Trustee, or upon the removal of the Trustee, the Sponsor, with the approval of the Committee shall appoint and designate a successor Trustee or Trustees, and the Trustee shall assign and transfer and pay over to such successor Trustee the funds and properties then constituting the Trust. If for any reason a successor Trustee is not appointed, within the thirty (30) day notice period provided herein, then the Plan Committee shall direct the Sponsor to appoint a temporary Trustee to serve until such time as the Sponsor appoints a successor Trustee.

b. Power of the Successor Trustee/Limit of Liability. Each successor Trustee shall have the same rights, titles, powers, duties, discretion and immunities and otherwise be in the same position as if originally named Trustee as set forth in this Plan and the Trust Agreement. No successor Trustee shall be liable for any act or failure to act of a predecessor Trustee. With the written approval of the Sponsor and Third Party Administrator, any successor Trustee may accept, in writing, the final accounting and written report of any predecessor Trustee, and such acceptance shall constitute the Plan's full release of liability of the predecessor Trustee for any act or omission with regard to the management of the Plan Assets, the acceptance of contributions, and the payment of Benefits and Plan expenses as set forth in the Trust Agreement and the Plan.

2.06 Bonding.

To the extent required by federal law, the Trustee shall execute a bond to secure the full and faithful performance by it of its duties and obligations as Trustee, and shall also bond, or shall cause to be bonded, any other person it authorizes to handle the Plan Assets or to whom any or all of the Trustee's duties, obligations and responsibilities may be delegated. Such bonds shall at all time conform to any and all applicable requirements of state and federal law and shall be in such amounts as the Trustee shall deem appropriate under the circumstances.

2.07 Trustee's Fees and Expenses.

a. Compensation of the Trustee and Indemnification. Subject to the Plan Committee's approval, the Sponsor and the Trustee (from time to time) shall agree upon a schedule of fees to compensate the Trustee for its services performed under the Plan and Trust Agreement. The Trustee shall be entitled to:

- i. be paid reasonable compensation for all services rendered by it (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

ii. be paid reimbursement, upon request, for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Plan (including the reasonable compensation and the expenses and disbursements of its counsel and its agents), except any such expense, disbursement or advance as may be attributable to its gross negligence, violation of ERISA or breach of trust; and

iii. be held harmless from and against any loss, liability or expense incurred without gross negligence, breach of fiduciary duty, violation of ERISA or breach of trust on its part, arising out of or in connection with the acceptance or administration of this Trust or its duties under the Plan and Trust Agreement, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties.

b. Payment of the Trustee for Services. The Trustee shall be paid from funds held in the Sponsor's business account at the direction of the Third Party Administrator or Plan Committee upon thirty (30) days of the Third Party Administrator's receipt of an invoice from the Trustee or as otherwise set forth in the Trust Agreement. If any payment properly due the Trustee for its reasonable fees, costs, expenses and fees of attorneys, certified public accountants, recognized authorities in their field and agents (not employees of the Trustee) incurred in performance of its duties is not paid at the direction of the Third Party Administrator, the Trustee shall have a lien against the Trust for the amount of all fees, costs, charges, and amounts that may be rightfully due it. The lien granted the Trustee hereunder shall have priority over the claims of any Participant or Beneficiary against the Trust.

2.08 Insurance as Plan Assets.

The Trustee may hold in Trust Insurance on the lives of Participants as identified in Exhibit "C," according to the terms of the Rating Group description shown in Exhibit "B." Insurance shall be deemed Plan Assets and any contributions or premiums paid to Underwriters for such Insurance, and any proceeds derived from such Insurance shall also be deemed Plan Assets. Copies of Insurance policies shall be delivered to the Third Party Administrator by the Trustee. In no event shall the use of Insurance to fund Benefits under this Plan be deemed a breach of fiduciary duty on the part of the Trustee.

ARTICLE III

ADOPTION OF PLAN BY QUALIFYING EMPLOYERS AND PARTICIPATION BY COVERED EMPLOYERS

3.01 Adoption of Plan.

A Qualifying Employer may adopt the Plan by executing and delivering to the Third Party Administrator an Adoption Agreement in substantially the form shown as Exhibit "A," hereto, by paying the initial Contributions and any administration fees required by the Adoption Agreement, and by satisfying the requirements of Covered Employer status as stated, below. The Adoption Agreement shall, among other things, identify those Eligible Employees of the Qualifying Employer that shall be given the opportunity to become Participants in the Plan.

3.02 Covered Employer Status.

A Qualifying Employer shall become a Covered Employer for purposes of this Plan upon the last to occur of the following events:

- i. the Third Party Administrator receives an executed Adoption Agreement;
- ii. a resolution or consent of the Board of Directors or other governing body of the Qualifying Employer authorizes the execution and delivery of the Adoption Agreement as set forth, above, or ratifies such execution and delivery, and a copy of such resolution or consent is received by the Third Party Administrator;
- iii. the initial Contributions or other initial payments identified in the Adoption Agreement are placed into the Plan Escrow Account to be forwarded to the Trustee upon issuance of Insurance as set forth in the Adoption Agreement;
- iv. Insurance identified by the Adoption Agreement on the lives of those Eligible Employees the Qualifying Employer intends to be Participants in the Plan are issued to the Trust and received by the Trustee.

3.03 Limitation on Covered Employers.

- a. **Minimum Number of Covered Employers.** In no event shall less than ten (10) Covered Employers participate in this Plan and make contributions as required under the terms of their respective Adoption Agreements. In the event that the number of Covered Employers participating in this Plan ever fall below ten (10) for one (1) full Plan Year, then this Plan shall immediately terminate and

all Plan Assets shall be distributed and the affairs of the Plan settled as set forth in Article VIII, below.

b. Maximum Contributions. The Plan Committee shall endeavor to assure that Contributions of a single Covered Employer do not:

- i. in the aggregate, exceed ten percent (10%) of the Plan Assets;
- ii. in the aggregate, exceed ten percent (10%) of all aggregate Contributions made to the Plan by all Covered Employers; or
- iii. in the aggregate, exceed ten percent (10%) of the Contributions made to any single Rating Group.

c. Family Members. For purposes of determining whether the maximum contribution limitations under Section 3.03.b are met, any Contributions by any Covered Employer shall be deemed to include amounts contributed for any family member of the Covered Employer's Participant made by any other Covered Employer participating in the Plan under a separate Adoption Agreement. Information pertaining to family members shall be disclosed by the Covered Employer in the Adoption Agreement.

d. Adjustments to Conform with Limitations. In the event the Contributions of any Covered Employer exceed the maximum Contribution limitations set forth, above, the Third Party Administrator, at the direction of the Committee, shall make such adjustments to Insurance, Rating Groups, premiums, terms of Adoption Agreements or Contribution amounts that are necessary to bring the Covered Employer's Contribution within such limitations, and shall direct the Trustee to make adjustments to Insurance or other Plan Assets to affect the changes required by the Third Party Administrator. The affected Covered Employer must comply with the Third Party Administrator's requests for adjustments under this section, or it will be deemed to be in default of the Adoption Agreement and its participation in the Plan will be terminated as set forth in Section 3.06.d, below.

3.04 Duration of Participation.

Once the last of the events described in Section 3.02 have occurred, a Covered Employer will remain such, and will continue participating in the Plan until one or more of the following events first occurs:

- i. the Covered Employer ceases to make Contributions as identified in the Adoption Agreement or is otherwise deemed by the Third Party Administrator (with the approval of the Committee) to be in default of the Adoption Agreement as specified in Section 3.06.d, below;

- ii. thirty (30) days have expired since the Third Party Administrator sent written notice to the Covered Employer in a manner specified by Section 3.05, below, that the Covered Employer's participation is to be terminated for any reason for which the Third Party Administrator is authorized to provide such notice of termination to a Covered Employer under this Plan in non-default situations;
- iii. the Plan is terminated pursuant to Article VIII;
- iv. thirty (30) days have expired since the Covered Employer provided the Third Party Administrator with written notice in a manner specified by Section 3.05, below, that the Covered Employer wishes to withdraw from the Plan as set forth in Section 3.07, below, and the Third Party Administrator received such notice;
- v. the last of all Insurance issued on the lives of Eligible Employee/Participants of the Covered Employer lapse, are cancelled or are terminated by the insurance company issuing such policies; or
- vi. the last of any fixed Death Benefits or Life Benefits due and owing under the terms of this Plan and the Adoption Agreement are paid to Eligible Employee/Participants of the Covered Employer or their designated Beneficiaries.

3.05 Notices to Covered Employer or to the Third Party Administrator.

Written notices by and between any Covered Employer and the Third Party Administrator shall be addressed as identified in the Adoption Agreement and shall be sent by certified mail, return receipt requested, or by next day delivery, return receipt requested by any commercial carrier.

3.06 Terms of Participation for Covered Employers.

- a. **Mandated Terms of the Adoption Agreement.** Adoption Agreements under the Plan will contain, at a minimum, the following provisions:
 - i. a statement of the conditions for eligibility for Employees of the Covered Employer to become Participants in the Plan;
 - ii. a statement that, upon the issuance of the first Insurance on the life of an Eligible Employee/Participant of the Covered Employer, the Participant shall be assigned to a Rating Group by the Third Party Administrator, based upon risks commonly recognized and actuarially taken into account by providers of death benefits or cash surrender value benefits in the insurance industry;

iii. a statement that the Covered Employer's fixed Contribution amount will be based upon an aggregate of all fixed Contribution amounts associated with all the Rating Groups to which the Covered Employer's Participants are assigned;

iv. a statement that the Benefits received by each Participant (or a designated Beneficiary of the Participant) of the Covered Employer shall be a guaranteed fixed amount determined by the Rating Group to which each Participant of all Covered Employers in the Plan is assigned and the length of time of participation;

v. a statement that, as to Plan Assets, the risk of gains or losses shall be borne by all Participants in the Plan within an assigned Rating Group, regardless of the Covered Employer employing them;

vi. a statement that, in no event, shall all or part of any Plan Assets or other sums held in Trust be paid to, accounted to or credited or deducted from an account of any particular Covered Employer participating in the Plan or any Eligible Employee/Participants of such Covered Employer;

vii. a statement that, in the event a Covered Employer decides to withdraw from the Plan and gives proper notice of such withdrawal, the Plan will pay only the fixed amount of Life Benefit attributable to the Rating Group assignment of each Participant of the Covered Employer as shown by Exhibit "B" to this Plan. Any excess amounts shall be forfeited to the Plan and shall be used to defray the normal costs of Plan administration for the benefit of all Participants and Beneficiaries of all Covered Employers participating in the Plan;

viii. a description of the Insurance and Underwriters selected by the Covered Employer to insure the lives of the Covered Employer's Participants;

ix. a statement obligating the Covered Employer to provide to the Third Party Administrator, and maintain, current contact information (i.e. address and telephone number) of all Eligible Employee/Participants of the Covered Employer; and

x. a statement that the Covered Employer will forfeit all Insurance and Contributions to the Plan in the event of default of the terms of the Adoption Agreement.

b. Compliance with Terms of the Adoption Agreement/Right to Financial Disclosures. During the term of participation in the Plan, Covered Employers shall comply with the terms of the Adoption Agreement, including but not limited to those terms specifying the amount, timing, and manner of payment

of Contributions. The Third Party Administrator, with the approval of the Committee, has sole and absolute discretion to determine whether a Covered Employer is meeting its obligations under the Adoption Agreement, and to take such action as is authorized by the Plan's terms in the event of a Covered Employer's default of the Adoption Agreement. So long as a Covered Employer has not received notice from the Third Party Administrator that the Covered Employer is in default of the terms of the Adoption Agreement, the Covered Employer shall be entitled (upon reasonable notice) to review and receive copies of the financial records and other disclosures of the Plan identified in Article VII. Reviews by the Covered Employer shall be conducted during normal business hours at the office of the Third Party Administrator.

c. Obligation to Make Fixed Contributions. Covered Employers shall make Contributions to the Plan in an amount specified in the Adoption Agreement, including Plan administration expenses identified therein. Contribution amounts shall be the aggregate of all the fixed amounts identified in Exhibit "B" attributable to the particular Rating Groups to which the Participants of the Covered Employers are assigned. Contribution amounts shall not be increased, nor decreased, except as increased or decreased for every Participant for every Covered Employer in a particular Rating Group as determined to be necessary by the Committee to maintain all the Insurance held in the Trust for that Rating Group.

d. Failure to Make Fixed Contributions or Other Default and Forfeiture. In the event a Covered Employer fails to make any Contribution required by the Adoption Agreement or otherwise becomes in default of the Adoption Agreement's terms for a period of thirty (30) days after which such Contribution became due or such default occurred, then the Third Party Administrator shall provide written notice to the Covered Employer of the Covered Employer's termination from Plan participation by default. Upon notice of termination from the Plan to the Covered Employer, all Insurance on the lives of the Covered Employer's Participants shall be terminated by the Trustee. Any cash value of such Insurance shall become a Plan Asset available for use by the Trustee, at the direction of the Committee, for the Benefit of all Plan Participants and Beneficiaries to defray the cost of Plan administration, and may be placed in a reserve account, a legal expense account, or applied in some other manner to uniformly benefit all Participants of the Plan.

e. Refund of Initial Contribution. If, for any reason, no policy of Insurance is issued by an Underwriter on any Eligible Employee of a Covered Employer, or no Rating Group assignment is made on any Eligible Employee of the Covered Employer, then any Contribution made by such Covered Employer to the Plan and/or Trustee shall be refunded to the Covered Employer, minus the administration fee identified in the Adoption Agreement, which shall be used to offset the Plan's reasonable administration expenses associated with initiating the Covered Employer's participation.

3.07 Covered Employer Termination of Participation.

A Covered Employer may terminate participation in the Plan by providing written notice to the Third Party Administrator under 3.05. Upon the expiration of thirty (30) days of the Third Party Administrator's receipt of such notice, the Covered Employer's withdrawal shall be effective. Upon notice of termination by the Covered Employer, the Trustee shall transfer the fixed Life Benefit of the Participants of the Covered Employer to a trust under Code § 419(e), or make some other distribution as authorized by laws and regulations applicable to Code § 419A(f)(6) plans. Any residual cash or assets associated with such Insurance shall become a Plan Asset available for use by the Trustee, at the direction of the Committee for the Benefit of all Plan Participants and Beneficiaries to defray any of the costs of Plan administration.

ARTICLE IV

PARTICIPATION BY ELIGIBLE EMPLOYEES

4.01 Eligibility Requirements.

Employees who are eligible to participate in the Plan shall be identified by the Covered Employer in the Adoption Agreement. However, notwithstanding any provision in the Adoption Agreement, in no event shall any person be deemed an Eligible Employee where:

- i. the individual is under twenty-five (25) years of age;
- ii. the individual is deemed uninsurable and/or is determined by the Third Party Administrator, in its sole and absolute discretion, not to meet the criteria for assignment to any Rating Group identified in Exhibit "B" to the Plan; or
- iii. the individual does business as an individual, sole proprietorship or "dba" and not through a bona fide corporate entity or partnership recognized under applicable state laws.

4.02 Issuance of Insurance Policy and Rating Group Assignment.

a. **Issuance of Insurance Policy and Rating Group Assignment.** The identity of the Eligible Employees named in the Adoption Agreement of the Covered Employer shall be submitted to the Underwriter. Upon issuance of Insurance on the life of the Eligible Employee, the Third Party Administrator shall assign the Eligible Employee to a Rating Group identified in Exhibit "B," at the direction of the Committee, based upon the Underwriter's information. The Third Party Administrator shall forward all Insurance to the Trustee, but shall retain a copy of the Insurance policy.

b. Notice of Rating Group Assignment. Written notice of the Rating Group assignment for all Eligible Employee/Participants shall be sent to the Covered Employer by the Third Party Administrator within fourteen (14) business days from the Third Party Administrator's receipt of all the Insurance on the lives of the Covered Employer's Eligible Employees, along with a description of the fixed Contributions due as a result of the Rating Group assignments and the fixed Benefits associated with such Rating Group assignments.

c. Binding Nature of Rating Group Assignment. Both the Covered Employer and the Participants of such Covered Employer shall be bound by the determination of the Underwriter and Committee as to the Rating Group assignment of any Participant. The Underwriter and Committee shall have sole and absolute discretion with regard to the Rating Group assignment decision, and their decision shall be final and binding on the parties in all respects.

4.03 Participation/Designation of Beneficiary.

a. Participation. An Eligible Employee shall become a Participant in the Plan upon the *last* to occur of the following:

i. The Qualifying Employer of the Eligible Employee has become a Covered Employer in accordance with Section 3.01;

ii. the Underwriter issues a policy of Insurance on the life of the Eligible Employee;

iii. the Eligible Employee is assigned a Rating Group as communicated by the Third Party Administrator and notice of such assignment is sent to the Covered Employer as described by Section 4.02.b, above;

iv. the Covered Employer pays its Contribution to the Plan with respect to all Eligible Employee/Participants of that Covered Employer; and

v. all Insurance on the Covered Employer's Eligible Employee/Participants and the fixed Contribution of the Covered Employer are received by the Trustee.

b. Designation of Beneficiary. Eligible Employees named in the Covered Employer's Adoption Agreement shall each fill out a designation of Beneficiary form as shown by the Exhibit "E," to the Adoption Agreement. The designation of Beneficiary form shall become effective upon the date that the Eligible Employee becomes a Participant under Section 4.03.a, and delivers the

designation of Beneficiary form to the Third Party Administrator by first class United States Mail.

c. Automatic Beneficiary in the Event of No Designation. In the event no designation of Beneficiary form is executed and delivered to the Third Party Administrator as set forth in Section 4.03.b, the Beneficiary of the Participant shall, first, be the Participant's legal spouse. If no legal spouse exists, the Beneficiary shall be deemed to be the Participant's legal estate under the laws of the state in which the Participant resided at the time of death. For purposes of this Section, "legal spouse" means the spouse of the Participant under the laws of the state in which the Participant resides on the date of the Participant's death.

d. Assignment of Insurance. Notwithstanding any provision of the Plan to the contrary, each Participant shall, as a condition to any entitlement to fixed Life Benefits or Death Benefits under the Plan, execute and deliver to the Plan such assignments or other written agreements necessary to cause the Insurance issued on the Participant's life by the Underwriter to be transferred and assigned to the Trust, and all proceeds from such Insurance payable upon the appropriate triggering event to the Trust.

4.04. Termination of Plan Participation.

Participation in the Plan by Participants shall continue until the *first* to occur of the following:

- i. the Participant dies and the fixed Death Benefit due any Beneficiary is paid by the Trustee as described by Article V;
- ii. the Covered Employer's participation in the Plan is terminated by the Third Party Administrator because of the Covered Employer's default of the Adoption Agreement;
- iii. the Covered Employer withdraws and any fixed Life Benefit due the Participant is transferred from the Plan;
- iv. the Participant's participation in the Plan is terminated by the Third Party Administrator because the Committee has determined that termination is necessary in order to maintain the Plan's status as a Code § 419A(f)(6) Plan and any fixed Life Benefit is paid out of the Plan;
- v. the Covered Employer terminates the Participant's employment or the Participant separates from employment and/or the full amount of any fixed Life Benefit is transferred from the Plan; or
- vi. the Plan is terminated and any fixed Life Benefit due the Participant under the terms of the Plan is paid by the Trustee.

Any amount remaining in Trust under the Plan shall, upon termination of participation of any Participant and the payment of any fixed Benefits to the Participant or any Beneficiary, as applicable, become a Plan Asset and shall be used for the benefit of all Plan Participants and Beneficiaries to offset the reasonable and customary expenses of Plan administration, and may be placed in a reserve account or otherwise used for the uniform benefit of Plan Participants.

4.05 Notices Pertaining to Triggers for Benefits.

When an event that triggers the obligation of this Plan to pay Benefits occurs (i.e., a "Triggering Event") the Covered Employer, Participant, or an authorized representative of the Covered Employer or Participant shall give notice, in writing, to the Third Party Administrator. The Third Party Administrator shall then request such documentation or evidence necessary to verify that a Triggering Event has, indeed, occurred.

ARTICLE V

ADMINISTRATION OF THE PLAN AND PAYMENT OF BENEFITS

5.01 Administration by Third Party Administrator.

a. Plan Administration. The administration of the Plan's affairs, excluding transactions involving Plan Assets assigned to the Trustee under the Trust Agreement, shall be undertaken by the Third Party Administrator.

b. Appointment of Third Party Administrator. The Third Party Administrator shall be appointed by the Sponsor with the approval of the Committee. The Third Party Administrator's appointment and services, and payment for services, shall be described in a written agreement between the Plan and the Third Party Administrator. In no event shall the Third Party Administrator be the Sponsor, or any entity in which the Sponsor owns a 50% or more interest in the voting power, the voting common stock or ownership interest of the entity.

c. Service and Termination of Service. Once appointed by the Sponsor, the Third Party Administrator shall serve in that capacity until:

- i. thirty (30) days have elapsed since the Sponsor has delivered to the Third Party Administrator a notice of removal; or
- ii. thirty (30) days have elapsed since the Sponsor's receipt of written notice of the resignation of the Third Party Administrator.

d. Appointment for Temporary Service as Trustee. In the event that no person or entity has been appointed to serve as Trustee, the Third Party Administrator may ask the Committee to appoint an individual or entity to serve in that capacity on a temporary basis. In such event, the most recently executed Trustee Agreement then existing shall control the rights and obligations of the individual or entity the Plan Committee appoints as temporary Trustee.

e. Duty to Wind Up Plan Affairs. In the event of any Third Party Administrator's removal or resignation, the Third Party Administrator shall have a fiduciary duty to assist the Sponsor, Committee and Trustee to wind up the affairs of the Plan as to the transactions involving the Third Party Administrator. This duty shall include the delivery of copies or originals of all documents and records of the Plan to the Sponsor or successor Third Party Administrator within a commercially reasonable time period, not to exceed six (6) consecutive calendar months.

5.02 Powers of Third Party Administrator.

The Third Party Administrator shall have the powers and authorities conferred upon it under this Plan, which shall include, but not be limited to the power to terminate a Covered Employer as provided by the Plan, to assign Eligible Employees to Rating Groups as determined by the Committee in reliance upon the Underwriter's information, to direct the Trustee to pay Benefits and expenses of the Plan, to receive designation of Beneficiary forms, to correspond with Underwriters, and to take actions required for the continued operation of the Plan as set forth herein.

5.03 Payment of Fixed Benefits Under the Plan.

a. Form of Fixed Benefit and Triggering Events. The Third Party Administrator shall direct the Trustee to pay the fixed Death Benefit or Life Benefit upon receipt of written notice that an event triggering payment of Benefits under Section 5.03.b has occurred. Benefits due under the Plan may be paid in the form of a single lump sum cash payment, a series of payments in the case of Life Benefits paid for qualified medical costs or disability payments or, in the form of a policy of Insurance on the life of the Participant in an amount equal to the fixed Life Benefit due such Participant under the Rating Group to which the Participant is assigned, as appropriate to maintain the Plan under Code § 419A(f)(6).

b. Payment of Fixed Benefits—Triggering Events. Subject to current authorities promulgated under Code § 419A(f)(6), fixed Benefits will be due and payable to a Participant or a Beneficiary in an amount specified by the Participant's assigned Rating Group, as shown by Exhibit "B," under the following circumstances:

- i. the Participant has died (a Death Benefit shall be paid);

- ii. the Participant has terminated employment with the Covered Employer because of separation action by the Covered Employer (not to include the Participant's normal retirement), Total Disability, or illness that prevents the Participant from performing the essential functions of the job for a period exceeding twelve (12) work weeks (all or part of the Life Benefit shall be paid);
- iii. the Participant has applied for reimbursement of tax-qualified medical expenses as defined by Code § 213 (all or part of the Life Benefit shall be paid).
- iv. the Participant's participation has been terminated by the Third Party Administrator (a Life Benefit shall be paid);
- v. the Covered Employer withdraws from the Plan (a Life Benefit may be transferred to another qualified welfare benefit plan and trust); or
- vi. the Plan is terminated (a Life Benefit shall be paid).

The Trustee shall deliver the fixed Benefit due under the Plan by any commercially reasonable means within sixty (60) calendar days of the Third Party Administrator's receipt of notice of the occurrence of one of the events described, above. Where the fixed Benefit is a Life Benefit, the Trustee is authorized only to transfer the Life Benefit to a Code §§ 419A(f)(6), 419(e), or other employee welfare benefit plan sponsored by the Covered Employer, or pay such other cash distributions permitted by Code § 419A(f)(6) and the regulations promulgated thereunder as to standard welfare benefit triggers. Where the fixed Benefit is a Death Benefit, the Trustee shall pay the Death Benefit to the Beneficiary by delivering the Death Benefit via any commercially reasonable means within the time period provided herein.

c. Forfeiture of Excess Proceeds to the Plan/No Reversion. In the event proceeds from Insurance, of the cash value of Insurance exceed the amount of fixed Death Benefit or Life Benefit due any Participant or Beneficiary, or in the event the Third Party Administrator determines no Participant or Beneficiary exists to which to pay the fixed Benefit due under the Plan, the excess amounts or unpaid fixed Benefit amounts shall become Plan Assets available for use for the benefit of all Participants and Beneficiaries of the Plan and shall be utilized by the Trustee, at the direction of the Plan Committee, to defray the costs of Plan administration, including deposit into a reserve account, legal expense account or other uniform use for the benefit of all Plan Participants. In no event shall any excess proceeds of Insurance held in Trust, or any other Plan Asset, be utilized for the benefit of Covered Employers or revert to any Covered Employer or the Sponsor.

d. Forfeiture of Fixed Benefit upon Default of the Covered Employer. In the event that the Covered Employer is determined by the Third Party Administrator to be in default of the Adoption Agreement, then all fixed Benefits of such Participants and Beneficiaries shall be immediately forfeited to the Plan. Such forfeited amounts shall become Assets of the Plan and shall be used for the benefit of all Participants and Beneficiaries of the Plan to defray the cost of Plan administration and may be allocated to contingency reserve accounts, legal defense accounts, or used for the uniform benefit of all Plan Participants in the discretion of the Plan Committee.

e. Forfeiture of Fixed Benefit Because of Disqualifying Event. In the event a Participant's death is caused by suicide occurring within the first two (2) years of the Participant's participation in this Plan or on account of an event for which any Insurance held in the Rating Group to which Participant is assigned is contractually excused from paying death benefits, then the Participant shall absolutely forfeit any right to any Benefit under this Plan.

f. Forfeiture of Death Benefit Equal to the Aggregate of Life Benefits Utilized. A Participant shall forfeit to the Rating Group that portion of any Death Benefit equal to the aggregate of all Life Benefits claimed by the Participant during the Participant's lifetime.

g. No Anticipation or Alienation. Until a fixed Death Benefit or Life Benefit is due and payable to a Participant or Beneficiary upon the occurrence of an event identified in Section 5.03.b, it shall be solely and exclusively the property of the Trust. Neither the Participant nor any Beneficiary may anticipate, alienate or assign any interest in the Benefit prior to the occurrence of an event specified in Section 5.03.b. Plan Assets held in Trust shall not be deemed the property of any Covered Employer, Participant or Beneficiary, and shall not be alienable, assignable or subject to lien or attachment by them or for their benefit.

5.04 Other Duties of Third Party Administrator.

It shall be the responsibility of the Third Party Administrator to undertake all record-keeping and disclosure responsibilities described by Article VII of the Plan and, at the direction of the Committee, any acts deemed necessary to assure the Plan's compliance with the requirements of Code § 419A(f)(6) and all Treasury Regulations promulgated there under, as these may be amended from time to time. Fees and costs, including necessary professional fees, incurred by the Third Party Administrator or authorized by the Committee in connection with the performances of these services shall be deemed reasonable costs of Plan administration and shall be paid by the Trustee from the Trust.

5.05 Duties and Limitations.

As to the duties and responsibilities ascribed to the Third Party Administrator under the Plan, the Third Party Administrator shall act with the knowledge and skill of a reasonably

prudent person with experience and expertise in employee benefit plan administration. The Third Party Administrator's legal duties are limited to those activities specifically ascribed to that party under the Plan.

5.06 Delegation of Duties/Retention of Experts and Professionals.

With regard to its duties and responsibilities under this Plan, the Third Party Administrator may, with the permission of the Committee, retain such professionals or experts necessary to assist the Third Party Administrator to assure proper Plan administration, and may delegate its power and authority to such experts and professionals as is necessary to assure proper and prudent administration of the Plan. In no event, however, may the Third Party Administrator delegate all its duties and responsibilities ascribed to it under the Plan without the written approval of the Committee.

5.07 Fees and Expenses of the Third Party Administrator/Indemnification.

a. Compensation and Indemnification. Subject to the approval of the Committee, the Sponsor and the Third Party Administrator (from time to time) shall agree, in writing, upon a schedule of fees to compensate the Third Party Administrator for its services performed under the Plan. The Third Party Administrator shall be entitled to:

- i. be paid reasonable compensation for all services rendered by it;
- ii. be paid reimbursement, upon request, for all reasonable expenses, disbursements and advances incurred or made by the Third Party Administrator in accordance with any provision of this Plan (including the reasonable compensation and the expenses and disbursements of its counsel and its agents), except any such expense, disbursement or advance as may be attributable to its gross negligence, violation of ERISA or breach of fiduciary duty, and
- iii. be held harmless from and against any loss, liability or expense incurred without gross negligence, breach of fiduciary duty, or violation of ERISA or applicable state law, arising out of or in connection with the acceptance or administration of its duties under the Plan, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties.

b. Payment of the Third Party Administrator for Services. The Third Party Administrator shall be paid by the Trustee from the Sponsor's business account upon the approval of the Sponsor within thirty (30) days of the Trustee's receipt of an invoice from the Third Party Administrator or as otherwise set forth in the Third Party Administrator's services agreement with the Plan. If the Trustee fails to make any payment properly due the Third Party Administrator for

its reasonable fees, costs, expenses and fees of attorneys, certified public accountants, recognized authorities in their field and agents (not employees of the Third Party Administrator) incurred in performance of its duties, the Third Party Administrator shall have a lien against the Trust for the amount of all fees, costs, charges, and amounts that may be rightfully due it. The lien granted the Third Party Administrator hereunder shall have priority over the claims of any Participant or Beneficiary against the Trust.

ARTICLE VI

TERMINATION OF PARTICIPATION OF COVERED EMPLOYER BY REASON OTHER THAN DEFAULT OF ADOPTION AGREEMENT OR WITHDRAWAL OF THE COVERED EMPLOYER

6.01 Termination of Participation of Covered Employer.

The Third Party Administrator, at the direction of the Committee, may terminate the participation of any Covered Employer, for the following reasons:

- i. as specified in Section 3.04, above;
- ii. the Covered Employer refuses to cooperate with the requests of the Third Party Administrator (A) for information pertaining to Participants and Beneficiaries; or (B) for adjustment to Contribution amounts necessary to maintain the tax-qualified status of the Plan;
- iii. because of the insolvency or bankruptcy of the Covered Employer;
- iv. because the Covered Employer is a proprietorship or "d/b/a" (not a corporate entity, limited liability company, or partnership recognized by state law);
- v. because all Benefits due Participants and Beneficiaries of the Covered Employer have been paid in full by the Plan; or
- vi. because of the Covered Employer's failure to cooperate with the Third Party Administrator in the Plan's defense of an action or inquiry by a governmental agency including, but not limited to, the Internal Revenue Service.

6.02 Manner of Termination of Participation.

a. Notice of Termination.

- i. Where termination of participation is directed by the Third Party Administrator or is due to termination of the Plan under Article VIII, a

Covered Employer's termination of participation shall be accomplished by the Third Party Administrator by the expiration of thirty (30) days from the date the Third Party Administrator sends notice to the Covered Employer in accordance with Section 3.05.

ii. Where termination of participation is due to the withdrawal of the Covered Employer, the termination shall be accomplished by the expiration of thirty (30) days of the Third Party Administrator's receipt of notice from the Covered Employer of its desire to withdraw as provided in Section 3.05.

b. Winding Up the Covered Employer's Affairs. Upon the expiration of the thirty (30) day time periods stated in Section 6.02.a, the Third Party Administrator shall direct the Trustee to pay to the Participants of the Covered Employer any fixed Benefit due to the Participants. Payment of the fixed Benefit may be in any form authorized by Section 5.03. Payment of the fixed Benefit shall be made within sixty (60) calendar days from expiration date of the thirty (30) day time period stated in Section 6.02.a.

c. Roll-Over of Fixed Benefit Amounts. At the written direction of the Covered Employer, and with the written agreement of each Participant of the Covered Employer, the Third Party Administrator may direct the fixed Benefit amounts due the Covered Employer's Participants to be paid in the form of Insurance on the individual lives of the Participants. Such Insurance may be rolled directly to another Code § 419A(f)(6) 10 or more employer trust, a single employer trust under Code § 419(e), or other trust authorized by state or federal law. In the event of roll-over under this Section, the designation of Beneficiary forms held under the Plan shall be deemed null and void as to the Plan, and all obligations of the Plan and Trust satisfied as to the Covered Employer and its Participants and Beneficiaries.

ARTICLE VII

RECORDKEEPING AND DISCLOSURE REQUIREMENTS

7.01 Maintenance of Records.

The Third Party Administrator shall maintain records and documents pertaining to the Plan that are, in the opinion of the Committee, sufficient to demonstrate that the Plan satisfies Code § 419A(f)(6) and the Treasury Regulations promulgated there under. Records and documents maintained shall include, at a minimum:

i. current and past master plan documents, Summary Plan Descriptions of the Plan and summaries of material modifications or amendments, if any;

- ii. current and past Trust Agreements;
- iii. all forms, returns and reports filed or submitted to any state or federal agency, including but not limited to the Internal Revenue Service;
- iv. all correspondence or other documents relating to any legal opinion, professional consultation, legal action, claim or defense of the Plan or Trust;
- v. Adoption Agreements, marketing materials and correspondence by and between Covered Employers, Participants and Beneficiaries of the Plan;
- vi. Copies of Insurance policies held in Trust and all materials and other records pertaining to Plan Assets;
- vii. accounting statements and records of accounting from the Trustee, annual reports of the Plan and independent auditor reports; and
- viii. actuarial studies and reports.

Master plan documents and Summary Plan Descriptions of the Plan shall be maintained for as long as the Plan is in existence and for seven (7) years following Plan termination. Other records and documents shall be maintained by the Third Party Administrator for a minimum period of seven (7) years from the date of origination, submission to any entity or person, or expiration.

7.02 Delegation of Record Retention Responsibilities.

The Third Party Administrator may, in writing, delegate the responsibility to maintain records of the Plan to a third party, including the Trustee.

7.03 Annual Report/ Forms Required by Law.

Within six (6) months following the last day of the Plan Year, the Third Party Administrator and the Trustee shall cause the Plan to issue a written annual report disclosing the financial transactions and investment performance of the Plan Assets, the number of Covered Employers and Participants, the value of all Insurance held in Trust, a description of the Rating Groups contained in the Plan and the performance of Plan Assets by Rating Group, and other material information pertaining to the Plan's financial status. The annual report shall include a report by an independent auditor. The fees and costs associated with the audit conducted by an independent auditor shall be deemed reasonable costs of Plan administration and shall be paid from the Trust by the Trustee. The six (6) month time period for making reports under this section may be extended with the consent of the Committee.

The Sponsor or Plan Committee shall cause to be filed, within the time periods established under applicable federal and state law, any tax forms, reports or returns necessary under Code § 419A(f)(6) and state laws pertaining to fully insured multiple employer welfare associations.

7.04 Mandatory Disclosures.

The Third Party Administrator will cause the following disclosures to be delivered to Covered Employers, Participants and Beneficiaries, as applicable:

- i. a Summary Plan Description to Participants within ninety (90) days of the date the individual becomes a Participant;
- ii. copies of the master plan document of the Plan, the Trust Agreement, the Summary Plan Description and the Adoption Agreement of the Covered Employer shall be delivered to the Covered Employer within thirty (30) days of the issuance of Insurance on the lives of the Participants of the Covered Employer; and
- iii. copies of the Plan's annual report, along with a report of an independent auditor, shall be delivered to the Covered Employer and all Participants in the Plan before the expiration of six (6) calendar months following the last day of the Plan Year, or at such time as indicated by the Committee.

7.05 Inspection of Books and Records.

Upon the receipt of reasonable written notice (not less than fourteen (14) days), the Third Party Administrator and Trustee shall make available for inspection all plan documents, books, records, Plan disclosures and communications concerning any Covered Employer to that Covered Employer. Upon the receipt of reasonable written notice (not less than fourteen (14) days), the Third Party Administrator and Trustee shall make available for inspection all plan documents, books, records, notices and disclosures pertaining to the Plan to the Internal Revenue Service or other federal or state agency with authority or jurisdiction over matters pertaining to Code § 419A(f)(6) plans or to the Sponsor. This duty to permit inspection, however, shall not constitute a waiver by the Plan of the right and obligation of the Third Party Administrator to defend the Plan against invasions of privacy, disclosure or over-broad discovery efforts. Inspections of Plan records shall be conducted during normal business hours at the offices of the Sponsor.

ARTICLE VIII

AMENDMENT AND TERMINATION OF THE PLAN AND MISCELLANEOUS ADMINISTRATIVE MATTERS

8.01 Plan Amendment.

The Plan, Trust Agreement and any Adoption Agreement may be amended by the Sponsor with the approval of the Committee, in their respective sole and absolute discretion. No amendment or modification shall reduce the amount of fixed Benefit attributable to a Participant or Beneficiary under the terms of the Plan and as set forth in Exhibit "B" (as may be amended to accommodate investment performance of Plan Assets or to assure compliance with Code § 419A(f)(6)) where the Covered Employer has paid required Contributions under its Adoption Agreement.

8.02 Plan Termination.

The Plan and Trust Agreement may be terminated at any time by the Sponsor at the direction of the Committee. Termination of the Plan shall constitute a corresponding termination of the Trust Agreement and Trust. In the event of termination of the Plan and Trust Agreement the following provisions shall control:

- a. **Notice of Plan Termination.** The Third Party Administrator shall notify all Covered Employers and Participants of the Plan termination and the effective date of such termination by written notice.
- b. **Duties of Third Party Administrator and Trustee and Final Disclosures.** In the event of Plan termination the Third Party Administrator and Trustee shall, at the Committee's direction, take whatever action is necessary and reasonable to properly wind up the affairs of the Plan and maintain the Plan's qualification for Code § 419A(f)(6). After the distribution of all Plan Assets is accomplished, the Third Party Administrator and Trustee shall jointly prepare and distribute to the Sponsor, Committee Covered Employers, Participants and any Beneficiaries to whom fixed Benefits remain payable, a final report and accounting of the Plan disclosing all financial transactions, payments and disbursements from the Trust. The final report shall include a report and certification of an independent auditor.
- c. **Rights of Participants.** In the event of termination of the Plan, Participants shall be entitled to receive that fixed Benefit specified by their Rating Group and the duration of their participation in the Plan as shown by Exhibit "B." The Trustee shall deliver the fixed Benefits to Participants within sixty (60) days of the effective date of the Plan termination as stated in the Third Party Administrator's notice.

d. Excess Plan Assets. Any Plan Assets not allocated and distributed to Participants or used to pay the costs of administering and winding up the business affairs of the Plan shall be contributed to a 501(c)(3) charitable organization specified by the Sponsor. The Sponsor, Committee, Third Party Administrator and Trustee shall have no liability to any Participant or Employer as a result of these instructions.

e. Finality of Termination. The affairs of the Plan and Trust shall be deemed settled and resolved if, upon the expiration of ninety (90) days from the date of the delivery of the final report and accounting of the Plan and Trust as specified in Section 8.02.b, no notice of contest or claim is delivered to the Third Party Administrator by any Covered Employer, Participant or Beneficiary. The expiration of the ninety (90) day period stated herein shall constitute a final and conclusive legal bar and statute of limitations with regard to any further claim, dispute, cause of action or proceeding against the Plan, Trust, Trustee, Third Party Administrator, Committee or Sponsor with respect to the Plan or Trust as to the Covered Employers, Participants or Beneficiaries who have failed to provide notice required under this Section 8.02.e.

8.03 Fiduciary Appointments/Termination of Sponsor.

The Plan Committee is authorized to make such appointments and delegations of authority and powers as necessary to assure the continued operation of the Plan's affairs, and such parties' appointed shall be deemed fiduciaries of the Plan within the scope of their responsibilities and duties to the Plan.

8.04 No Employment Contract.

Nothing contained herein shall be construed to give rise to a contract of employment by or between a Covered Employer and any Participant of the Plan.

8.05 Benefits.

Nothing in this Plan shall be construed to confer any right or claim upon any person other than the Covered Employers, the Participants and Beneficiaries. In no event shall Beneficiaries possess rights in excess of those expressly conferred upon Participants in the Plan.

8.06 No Guarantees/Resolutions of Disputes.

a. No Guarantee. Neither the Sponsor, the Committee, the Third Party Administrator nor Trustee guarantees or assures the Trust against losses and/or depreciation of its values. No Benefit shall be payable unless and until the Third Party Administrator has verified the occurrence of the event giving rise to the Plan's duty to pay Benefits.

b. Disputes. Contests or disputes arising under the Plan may be filed by the contesting Covered Employer, Participant or Beneficiary by sending written notice to the Third Party Administrator at the address identified in the Summary Plan Description.

c. Determination/Resolution of Disputes. In the event a Participant, Beneficiary or Covered Employer contests the Third Party Administrator's determination regarding a claim for Benefits under the Plan, the contest shall be determined by the Committee in its sole and absolute discretion. The decision of the Committee shall be final and binding on the Participant, Beneficiary or Covered Employer. The Committee has sole and absolute discretion to interpret the provisions of the Plan and, in the event of any dispute or contest, its decision is final and binding on all parties. The Committee may establish appeal and dispute resolution procedures for the Plan and these shall be published in the Summary Plan Description.

8.07 Withholding of Taxes and Legal Defense Fund.

Trustee and any Underwriter shall withhold any taxes from the Trust Fund or from any distributions required to be made to Participants, Beneficiaries or otherwise which, by operation of any present or future law, is required to be withheld.

At the direction of the Committee, the Trustee or the Sponsor may hold in a separate business account a certain amount of administrative fees of the Covered Employers for the sole and exclusive purpose of providing a legal defense fund to be used for the benefit of all Plan Participants and their Beneficiaries to defend the Plan against challenge by the Internal Revenue Service, the Department of Labor or regulatory state agency. In the event such a legal defense fund is established, the amount of administrative fees to be invested by the Trustee for such fund shall be disclosed to each Covered Employer in a written agreement. Disbursements from the legal defense fund shall be made only after providing notice to the Committee.

8.08 Duty to Investigate.

The Third Party Administrator or Trustee shall have no obligation to determine, with or without investigation, the identity or mailing address of any Participant or Beneficiary entitled to any Benefits. The Third Party Administrator or Trustee shall have discharged their duties hereunder when they have transmitted Benefits payments, records, notices and other requisite documents, by First Class United States Mail, to the last address of the Covered Employer or its Participants and their Beneficiaries reported in writing to the Third Party Administrator by the Covered Employer.

8.09 Third-Party Rights.

Neither the creation of this Trust, the establishment of the Plan, nor the creation or existence of the Plan Assets, shall be construed to give any Participant or any other

person any legal right against the Committee, Third Party Administrator, Trustee, Sponsor or any other person or entity except as otherwise expressly provided for herein.

8.10 Status and Adequacy of the Trust Fund.

a. **One Fund and One Plan.** The Plan Assets held in Trust under the Trust Agreement, including any Insurance issued on the life of any Plan Participant, shall constitute one fund held under a single multiple employer plan.

b. **Status of Insurance Policies.** Insurance held in Trust under the Plan shall be deemed part of the Plan Assets and any payments from such policies or contributions to such policies shall be deemed payments from and contributions to the Plan.

c. **Benefits From Plan.** Any Benefits payable pursuant to the terms of this Plan to a Participant or Beneficiary of a Covered Employer shall be paid or provided solely from the Plan Assets. Neither the Sponsor, the Plan Committee, the Third Party Administrator, nor the Trustee, assumes any liability or responsibility for the adequacy thereof.

8.11 Receipt and Release for Payments.

Any payment of Benefits to any Participant, his legal estate, legal representative or Beneficiary, shall to the extent thereof, be in full satisfaction of all claims against the Plan, the Trustee and the Covered Employer, either of whom may require such Participant, his legal estate, legal representative or Beneficiary to execute a receipt and release thereof in such form as shall be determined by the Third Party Administrator as a condition of receipt of Benefits.

8.12 Direct Transfers.

This Plan may accept direct transfers of funds, including Insurance, from trustees of other Code § 419A(f)(6) plans and from single employer welfare benefit plans under Code § 419. On behalf of the Plan, the Trustee may accept direct transfers of funds or Insurance at the direction of the Plan Committee.

8.13 The Plan.

This Plan, Trust and the Adoption Agreement are both part of a single, integrated agreement entered into for the purpose of providing employee welfare benefits and shall be construed together. In the event a provision of any Summary Plan Description of this Plan conflicts with this Plan, the terms of the Plan will control. In the event the Employer without the express written approval of the Administrator and the Trustee makes any change in the Adoption Agreement, and such change is inconsistent with the terms of the Plan, the terms of this Plan shall govern.

8.14 Reinsurance.

The Trustee is empowered to secure such Insurance or reinsurance as the Trustee deems necessary and appropriate to secure the financial obligations of the Plan.

8.15 Agent for Service of Process.

The Third Party Administrator is hereby designated as Agent for Service of Process for all disputes arising from the Plan.

8.16 Severability.

If any provision of the Plan or Trust shall be determined to be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

8.17 Applicable Law.

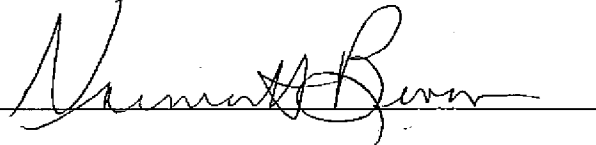
The construction and validity of the Plan, Trust Agreement, Adoption Agreements and other documents pertaining to the Plan shall be determined according to the laws of the State of Mississippi to the extent such laws are not pre-empted by federal law.

8.18 Construction.

The Committee shall have the sole and absolute discretion and authority to construe the terms of the Plan. Where any words are used in the Plan in the masculine, they shall be construed as though they were used in the feminine in all cases where they would so apply; and wherever any words are used herein in the singular or plural, they shall be construed as though they were used in the plural or singular, as the case may be, in all cases where they would so apply. Titles of Articles and Sections hereof are for general information only, and the Plan is not to be construed by reference thereto. Capitalized terms used herein shall have their meanings as defined in the Plan unless the context clearly indicates to the contrary.

END OF PLAN TERMS

IN WITNESS WHEREOF, the Sponsor has adopted and executed this Plan with the approval of the Plan Committee, as amended as of the 1st day of January, 2005.

BY: 

MILLENIUM MARKETING GROUP, LLC

EXHIBIT "A"

ADOPTION AGREEMENT

EXHIBIT "B"

**RATING GROUP IDENTIFICATIONS
WITH FIXED CONTRIBUTION
AND SCHEDULE OF FIXED BENEFIT AMOUNTS**

**Please see the Rating Group Master Binder
which is incorporated herein by reference and made a part hereof**

EXHIBIT "C"

INSURANCE PRODUCTS OFFERED UNDER THE PLAN

**TRUST AGREEMENT FOR THE
MILLENNIUM
MULTIPLE EMPLOYER WELFARE BENEFIT PLAN¹**

THIS TRUST AGREEMENT (the "Agreement") by and between Millennium Marketing Group, L.L.C. (the "Plan Sponsor") and Republic Bank & Trust (the "Trustee") is dated as of, but not necessarily on the 20 day of February, 2003 and is that Trust Agreement referenced in THE MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN dated the 1st day of November, 2002.

WHEREAS, the intent of the Plan Sponsor is to provide fully insured welfare benefits for Participants and their Beneficiaries of the Covered Employers of the Plan as set forth in the Plan (as defined below) of the Millennium Multiple Employer Welfare Benefit Plan (the "Plan"); and

WHEREAS, the Plan Sponsor intends that Qualifying Employers will enter into Adoption Agreements under the Plan from time to time; and

WHEREAS, the Plan Sponsor desires to fund Benefits as provided by the Plan as amended from time to time; and

WHEREAS, this Agreement creates a Trust to fund the Benefits provided by the Plan;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the Plan Sponsor and the Trustee agree as follows:

ARTICLE I

DEFINITIONS

- 1.01 "Adoption Agreement" means the written agreement entered into by a Qualifying Employer under this Plan under which such Qualifying Employer adopts the Plan and agrees to abide by the Plan's provisions.
- 1.02 "Beneficiary" means the person(s) identified by a Participant in a written "Designation of Beneficiary Form" as specified in Section 4.03.b of the Plan to receive Benefits and the automatic Beneficiary under Section 4.03.c.
- 1.03 "Benefit" means any monetary amount paid from the Trust as provided by the Plan to a Participant in the Plan or a designated Beneficiary.
- 1.04 "Code" means the Internal Revenue Code of 1986, as amended, as clarified and construed under Treasury Regulations and controlling federal case law.

¹ Copyright 2002. Millennium Marketing Group, LLC.

- 1.05 “Contribution” means the amount paid by a Covered Employer to the Trust created as required by the Plan and as specified in the Adoption Agreement.
- 1.06 “Covered Employer” means a Qualified Employer who has entered into an Adoption Agreement.
- 1.07 “Custodian” means any individual appointed by the Plan Sponsor under a custody agreement whose primary responsibility is to receive and hold amounts paid by a Covered Employer for payment for Insurance to be transferred to the Trustee as a Contribution.
- 1.08 “Effective Date” means the effective date of the Plan: November 1, 2002.
- 1.09 “Eligible Employee” means an Employee of a Covered Employer who has satisfied the eligibility criteria established in the Adoption Agreement of the Covered Employer and is therefore entitled to become a Participant in the Plan.
- 1.10 “Employee” means any individual lawfully employed to work in the United States by a Covered Employer who is an “employee” under federal common law, and for whom the Covered Employer is required to withhold amounts from the individual’s wages for state and federal employment taxes.
- 1.11 “Employer” means any entity or individual that lawfully employs individuals to work in the United States and who pays them wages subject to withholdings for federal and state employment taxes.
- 1.12 “Fiduciary” means a person who has discretionary powers and authorities with regard to the establishment, maintenance and administration of this Plan and includes the Plan Sponsor, the Plan Committee, the Trustee and the Third Party Administrator.
- 1.13 “Insurance” means any policy of insurance issued by any legal reserve life insurance company under which that insurer is obligated to pay monies to the Trust upon the occasion of the death of a Plan Participant or other triggering event under the Plan. Notwithstanding the foregoing, “Insurance” shall be limited to those insurance products described in Exhibit “C,” to the Plan.
- 1.14 “Participant” means an Eligible Employee identified in the Adoption Agreement of a Covered Employer for whom a policy of Insurance has been issued and is in full force and effect.
- 1.15 “Participation Date” with regard to a particular Participant, means the first effective date of a policy of Insurance issued on the life of the Participant, or the first date of Participation under the terms of the Plan, if later.
- 1.16 “Plan” means the Millennium Multiple Employer Welfare Benefit Plan.

- 1.17 “Plan Assets” means all Insurance, monies, real or personal property held in the Trust and any earnings or income attributable thereto.
- 1.18 “Plan Committee” means the Committee as defined by the Plan, comprised of five (5) individuals as appointed by the Plan Sponsor from time to time, who shall interpret the terms of the Plan in their sole and absolute discretion and shall undertake other functions as set forth herein.
- 1.18 “Plan Sponsor” means the Plan Sponsor, Millennium Marketing Group, L.L.C.
- 1.19 “Qualifying Employer” means an Employer employing two or more Employees who is a “C”-corporation, an “S”-corporation, a limited liability company, a limited liability partnership, a professional corporation, or partnership.
- 1.20 “Third Party Administrator” means any individual appointed by the Plan Sponsor under an administrative services agreement whose primary responsibility is to administer claims of Participants and Beneficiaries, assure that disclosures and other required communications are accomplished, and conduct other business transactions required for this Plan to achieve its stated purposes.
- 1.21 “Trust” means the Plan Assets held in accordance with this Agreement.
- 1.22 “Trustee” means the individual or entity that entered into this Agreement with the Plan, or any successor thereto.

ARTICLE II

PURPOSE

The sole purpose of the Trust is to fund the fixed Benefits provided by the Plan for Participants and any Beneficiary, and to cover the ordinary and necessary expenses of Plan administration. Except as otherwise provided herein, no part of the principal or income of the Trust shall be paid, or revert, to the Plan Sponsor or any Covered Employer, or be used in any manner other than for the exclusive benefit of Participants and Beneficiaries and ordinary and necessary Plan administration. All acts taken by the Trustee shall be uniform in their nature and application to all persons similarly situated, and no acts that shall be deemed to be discriminatory under the Code.

ARTICLE III

CONTRIBUTIONS AND PLAN ASSETS

3.01 Contributions. Covered Employers will make Contributions in cash to the Custodian, which shall purchase such property as instructed by the Plan Sponsor or Plan Committee, for subsequent transfer to the Trustee as set forth in the Adoption Agreements applicable to them. Other Contributions shall be made in cash or in the form of such other property as the Trustee

may from time to time deem acceptable and which shall have been delivered to the Trustee. All Contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested and administered by the Trustee pursuant to the terms of this Agreement and the Plan Document. The Trustee shall not be responsible for the calculation of any Benefit or other benefit under the Plan or the collection of any contribution to the Trust, but shall be responsible only for property received by it pursuant to this Agreement.

3.02 Insurance as Plan Assets. The Trustee may hold in Trust Insurance on the lives of Participants as specified in the Plan. Insurance shall be deemed Plan Assets and any contributions or premiums paid to Underwriters for such Insurance, and any proceeds derived from such Insurance shall also be deemed Plan Assets.

ARTICLE IV

PAYMENTS OF BENEFITS

The Third Party Administrator or the Plan Committee, shall from time to time direct the Trustee to make payments out of the Trust to the persons or entities to whom such payments are to be made in accordance with the terms of the Plan, in such amounts and for such purposes as may be specified by the Third Party Administrator or the Plan Committee under the terms of the Plan. The Trustee shall be under no duty of inquiry and have no liability for any payment made pursuant to the direction of the Third Party Administrator or the Plan Committee.

ARTICLE V

POWERS OF TRUSTEE

The Trustee shall receive, hold, invest, and reinvest Contributions to the Trust, shall manage Insurance and receive Insurance proceeds, and shall make disbursements from the Trust pursuant to the directions of the Third Party Administrator or Plan Committee and in accordance with the terms of this Agreement, the Plan and the Funding Policy (as defined below). Subject only to restrictions or directions set forth in the Funding Policy established by the Plan Committee and approved by the Plan Sponsor and Third Party Administrator, the Trustee shall have the following powers and rights, in addition to any other powers granted to the Trustee by law or under the Trust:

- (a) to hold and safe keep the Plan Assets deposited, collect and receive all payment of benefits from Insurance, give receipts therefore, and hold, invest, disburse or otherwise dispose of Plan Assets held, or the proceeds therefrom, as directed from time to time by the Plan Committee;
- (b) to arbitrate, defend, enforce, release or settle any claim of or against the Trust;
- (c) to do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to administer the Trust, and to carry out the purposes of this Trust;

(d) to take and hold all securities or other personal property in bearer form, in the name of any Trustee, or in the name of a nominee, with or without disclosing any fiduciary relationship, but the Trustee shall be liable for any wrongful act of the nominee with respect to such assets;

(e) to employ and pay reasonable compensation to agents, investment counsel and attorneys, including the Trustee and any person, partnership, or other entity with which the Trustee may be associated. The foregoing authority shall include, without limitation thereof, the power to authorize any Trustee, person or persons to withdraw funds from any bank account maintained by the trusts and/or to have access to any safe deposit box maintained by the trusts. In addition, any corporate Trustee acting hereunder is authorized to appoint and remove by written instrument, containing such terms and conditions as any such corporate Trustee may deem appropriate, any natural or legal person or persons as special Trustee or special Trustees to hold all or any part of any real property or other interest in property held in trust hereunder which any such corporate Trustee determines, in its sole discretion, it cannot or, because of legal limitations on its powers, it deems inadvisable to hold as Trustee hereunder, and any such special Trustee, except as specifically limited by the appointing instrument, shall have all the powers, authority and discretion herein granted to any such corporate Trustee with respect to the trust property held by any such special Trustee. No Trustee shall be liable for any neglect, omission, or wrongdoing of such agents, investment counsel, attorneys, or special Trustees, provided that any such corporate Trustee shall have exercised reasonable care in the selection of any such special Trustee;

(f) to execute and deliver all necessary or proper deeds or other instruments; and

(g) to take, hold and convey title to real estate or interests therein in the name of any Trustee or in the name of the nominee of the Trustee without disclosing the trusts; and in accepting title to the real estate neither the Trustee nor the nominee shall be held to have assumed the payment of any encumbrances thereon. All conveyances executed and delivered by the Trustee or the nominee shall be without covenants of warranty except as against the Trustee's or nominee's own acts.

ARTICLE VI

TRUSTEE'S DUTIES

6.01 General Duties and Commitments. The Trustee shall hold Contributions to the Trust, receive proceeds from Insurance, manage Insurance and make distributions from the Trust in accordance with the Plan, the directions of the Third Party Administrator or Plan Committee, and as required in order to pay all taxes of any kind that may be assessed against the Trust, and all expenses and fees for the Trust properly borne by the Trust in accordance with its terms. The Trustee shall work with the Third Party Administrator and Plan Committee in all business affairs of the Plan in the manner set forth by the Plan.

6.02 **Trustee's Discharge of Duties.** All authority and discretion with respect to the Plan Assets, shall be retained by the Plan Committee (or, in certain cases, the Plan Sponsor), and the Trustee shall discharge its duties only on the instructions the Plan Committee, Plan Sponsor, or the Third Party Administrator as set forth in the Plan.

6.03 **Scope of Duties and Obligations.** The duties and obligations of the Trustee shall be limited to those expressly imposed upon it by this Agreement.

6.04 **Funding Policy.** Within sixty (60) days of the execution and delivery of this Agreement to the Plan Sponsor, the Plan Committee shall develop and submit to the Plan Sponsor, the Third Party Administrator and Trustee a funding and investment policy (the "Funding Policy"). This Funding Policy shall set forth the Plan Committee's plan for investment of Plan Assets held in the Trust and shall describe the principals, guidelines and standards of investment of Plan Assets. The Plan Sponsor, Trustee and Third Party Administrator shall provide written approval of the Funding Policy within thirty (30) days of their receipt of the Funding Policy.

6.05 **Records and Disclosures.** The Trustee shall keep accurate and detailed accounts and records of all investments, receipts, disbursements, and other transactions, and shall make reports as set forth in the Plan, and within the time periods set by the Plan. For purposes of accounting and administration, the records of the Trust shall be maintained on a cash basis method. Disclosures and inspections of records of the Trust shall be made available as the Plan provides.

6.06 **Multiple Trustees.** Except as is otherwise expressly provided in this document, when there are two Trustees authorized to act with respect to any matter, the agreement of both Trustees shall be required. Each Trustee shall be liable only for the Trustee's own acts in the administration of the Trust. No Trustee shall be in any way or to any extent liable to the Participating Employees or Beneficiaries or others for anything done hereunder by a Co-Trustee to which the Trustee did not actively consent or of which the Trustee did not actively approve.

6.07 **Notices and Communications.** Notice and written communications by and between the Plan Sponsor, Plan Committee, Trustee and/or the Third Party Administrator shall be given as set forth below:

To the Plan Sponsor and Plan Committee:

Millennium Marketing Group, L.L.C.
Att: Norm Bevan
2777 Allen Parkway, Suite 1122
Houston, Texas 77019

To the Third Party Administrator:

Mr. William E. MaGee, CPA
BKD, LLP
400 W. Capitol Avenue, Suite 2500
P.O. Box 3667
Little Rock, Arkansas 72203-3667

To the Trustee:

Mr. Chuck R. Thompson
President and CEO
Republic Bank & Trust
401 West Main
Norman, Oklahoma 73069

ARTICLE VII

LIABILITIES AND IMMUNITIES

7.01 Limitation of Liability. Except as otherwise provided by controlling law, neither the establishment of the Trust created hereunder nor any modification thereof nor the creation of any fund or account or the payment of any benefits shall be construed as giving to any Covered Employer, any Participant or Beneficiary hereunder any legal or equitable right against the Plan Sponsor, any officer, director, employer or agent of the Plan Sponsor, the Plan Committee, the or the Third Party Administrator, or against the Trustee or any other Plan Fiduciary, except as provided in this Agreement.

7.02 Limitation of Liability of Trustee. The Trustee will be accountable only for fraud, professional negligence, default of this Agreement or misuse of Plan Assets, and will act with regard to the Plan and Plan Assets as a reasonably prudent fiduciary with expertise and experience dealing with plan assets and plan transactions of the nature and kind set forth in this Plan. In no event shall the Trustee be liable for any acts of any predecessor Trustee of the Plan.

ARTICLE VIII

RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

8.01 Removal/Resignation of a Trustee. The Plan Sponsor or Plan Committee may remove the Trustee at any time, with or without cause, upon thirty (30) days notice in writing to the Trustee. The Trustee may resign at any time, with or without cause, upon thirty (30) days notice in writing to the Third-Party Administrator. The Trustee's resignation or removal shall be

effective upon the expiration of such thirty (30) day period regardless of whether a successor Trustee is appointed. In no event shall the Trustee be liable to any Covered Employer, Participant, or Beneficiary for merely exercising its right to resign as Trustee or for merely being removed by the Plan Sponsor. Upon receipt of the resignation of the Trustee, or upon the removal of the Trustee, the Plan Sponsor or Plan Committee shall appoint and designate a successor Trustee or Trustees, and the Trustee shall assign and transfer and pay over to such successor Trustee the funds and properties then constituting the Trust. If for any reason a successor Trustee is not appointed, within the thirty (30) day notice period provided herein, then the Plan Committee may appoint a temporary Trustee who shall serve according to this Agreement.

8.02 Power of the Successor Trustee/Limit of Liability. Each successor Trustee shall have the same rights, titles, powers, duties, discretion and immunities and otherwise be in the same position as if originally named Trustee as set forth in this Plan and the Trust Agreement. No successor Trustee shall be liable for any act or failure to act of a predecessor Trustee. With the written approval of the Plan Sponsor and Plan Committee, any successor Trustee may accept, in writing, the final accounting and written report of any predecessor Trustee, and such acceptance shall constitute the Plan's full release of liability of the predecessor Trustee for any act or omission with regard to the management of the Plan Assets, the acceptance of contributions, and the payment of Benefits and Plan expenses as set forth in the Trust Agreement and the Plan.

ARTICLE IX

CORRECTION OF ERRORS

9.01 Mistake. Any mistake in any payment or in any direction, certificate, notice or other document furnished or issued by the Plan Sponsor, Plan Committee, Third Party Administrator or by the Trustee in connection herewith may be corrected when the mistake becomes known, and the mistaken party may direct any adjustment or action which it deems practicable under the circumstances to remedy the mistake with the assistance of the Trustee.

9.02 Refund of Contribution. Except as provided by Section 3.06.e of the Plan as to initial Contributions, no Contribution made to the Trust may be refunded unless a Contribution was made:

- (a) Because of a mistake of fact;
- (b) Conditioned upon a continued favorable Internal Revenue Service ruling and such favorable ruling is revoked or not obtained; or
- (c) Conditioned upon being allowed as a tax deduction and such deduction is disallowed.

ARTICLE X

TRUSTEE'S FEES AND EXPENSES

10.01 Compensation of the Trustee and Indemnification. The Plan Sponsor or Plan Committee and the Trustee (from time to time) shall agree upon a schedule of fees to compensate the Trustee for its services performed under the Plan and Trust Agreement. Initially, the Trustee shall be entitled to:

(a) be paid reasonable compensation for all services rendered by it, in the amount of \$650.00, for each Covered Employer, annually.

(b) be paid reimbursement, upon request, for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Plan (including the reasonable compensation and the expenses and disbursements of its counsel and its agents), except any such expense, disbursement or advance as may be attributable to its gross negligence, breach of trust; and

(c) be held harmless from and against any loss, liability or expense incurred without gross negligence, breach of fiduciary duty, or breach of trust on its part, arising out of or in connection with the acceptance or administration of this Trust or its duties under the Plan and Trust Agreement, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties.

10.02 Payment of the Trustee for Services. The Trustee shall be paid from the funds held in Trust upon direction of the Plan Committee or Third Party Administrator upon thirty (30) days of the Third Party Administrator's receipt of an invoice from the Trustee. If the Third-Party Administrator or Plan Committee fails to direct payment due the Trustee for its reasonable fees, costs, expenses and fees of attorneys, certified public accountants, recognized authorities in their field and agents (not employees of the Trustee) incurred in performance of its duties, or if funds are not available in the Trust for payment, the Trustee shall have a lien against the Trust for the amount of all fees, costs, charges, and amounts that may be rightfully due it. The lien granted the Trustee hereunder shall have priority over the claims of any Participant or Beneficiary against the Trust.

ARTICLE XI

AMENDMENT AND TERMINATION

11.01 Amendments. This Agreement may be amended at any time, in whole or in part, by action of the Plan Sponsor in a written instrument. No such amendment shall have the effect of diverting any portion of the Trust for purposes other than the exclusive benefit of Participants and Beneficiaries. No amendment shall cause or permit any portion of the Trust to revert to or become the property of the Plan Sponsor or any Employer.

11.02 Termination of Plan. The Plan Sponsor may terminate the Plan at any time by and through a written instrument. Upon such termination, the Trust shall be paid out by the Trustee as provided in the Plan. In making such payments, the Trustee may reserve from the assets in the Trust such amount as it shall reasonably deem necessary to provide for any sums chargeable against the Trust for which the Trustee may be liable, or for payment of expenses in connection with the settlement of its accounts and the termination of this Agreement.

ARTICLE XII

GENERAL

12.01 Limitation on Liability. This Agreement shall not cause the Plan Sponsor, Plan Committee, Third Party Administrator or Trustee to be liable for any benefits or payments required under the Plan. Neither the Plan Sponsor, Plan Committee, Third Party Administrator nor the Trustee shall be responsible for the validity of any contract of Insurance issued in connection with the Plan or Trust or for the failure on the part of the Underwriter to make payments provided by such contract.

12.02 Protection Against Creditors. No payment under this Trust shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish the same shall be void.

12.03 Employment Not Affected. The terms of employment of any Employee of the Covered Employers participating in the Plan shall not be affected in any way by the Trust nor shall this Trust be construed in any way so as to guarantee or extend the employment of any Employee.

12.04 Domicile of Trust and Construction of Trust. The Plan and this Trust are domiciled in the State of Mississippi. Notwithstanding its domicile, this Trust shall be construed and enforced according to the laws of the State of Oklahoma.

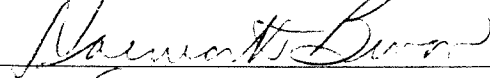
12.05 Severable Provisions. If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of the Trust.

12.06 Headings. The headings of this Trust are for convenience only and are not substantive terms of the Trust.

IN WITNESS WHEREOF, this Agreement has been executed by the Plan Sponsor and the Trustee as of the day and year first written above.

“PLAN SPONSOR”

Millennium Marketing Group, LLC

By: 

Its: Pres. + CEO

“TRUSTEE”

REPUBLIC BANK & TRUST

By: 

Its: Vice President Trust

Exhibit 4

CV of Proposed Trustee of Liquidating Trust Agreement

[To be Provided before the hearing on the Disclosure Statement]

Exhibit 5

Proposed Ballot for Class 4

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

In re:	§	
	§	CASE NO. 10-13528
MILLENNIUM MULTIPLE EMPLOYER	§	(Chapter 11)
WELFARE BENEFIT PLAN	§	
	§	
Debtor.	§	

**BALLOT FOR ACCEPTING OR REJECTING THE PLAN OF REORGANIZATION
OF THE MILLENNIUM MULTIPLE EMPLOYER WELFARE BENEFIT PLAN**

CLASS 4: PARTICIPANT CLAIMS

This ballot (the “Ballot”) is to be used to vote to accept or reject the Joint Chapter 11 Plan of Liquidation (the “Plan”) filed by the Millennium Multiple Employer Welfare Benefit Plan (the “Debtor”) and The Official Unsecured Creditors Committee (the “Committee”, and collectively with the Debtor, the “Plan Proponents”). Please refer to the voting instructions herein. Capitalized terms used in this Ballot but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan.

This Ballot is being sent to you because records indicate that you are a holder of an Allowed Participant Claim in Class 4 as of _____ (the “Voting Record Date”), and accordingly, you have a right to vote to accept or reject the Plan. Your rights are described in the Disclosure Statement. The Plan and Disclosure Statement are included in the packet you are receiving with this Ballot (collectively, the “Solicitation Package”).

**PLEASE READ AND FOLLOW THESE INSTRUCTIONS CAREFULLY AND
RETURN YOUR BALLOT IN THE ENVELOPE PROVIDED.**

**THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING CENTRAL TIME)
ON _____**

IMPORTANT

YOU SHOULD REVIEW THE DISCLOSURE STATEMENT AND THE PLAN FOR A DESCRIPTION OF THE PLAN AND ITS EFFECTS ON HOLDERS OF CLAIMS AGAINST THE DEBTOR BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND YOUR CLASSIFICATION AND TREATMENT UNDER THE PLAN. YOUR CLAIM IS TREATED AS A CLASS 4 PARTICIPANT CLAIM UNDER THE PLAN.

PLEASE READ CAREFULLY AND FOLLOW THESE INSTRUCTIONS ON RETURNING YOUR BALLOT. FAILURE TO RETURN YOUR BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE DEBTOR BY 5:00 P.M. (PREVAILING CENTRAL TIME) ON _____ WILL RESULT IN YOUR BALLOT NOT BEING COUNTED.

YOU MUST SUBMIT YOUR BALLOT TO THE DEBTOR USING THE FOLLOWING ADDRESS:

**MELANIE HOLMES
FRANKLIN SKIERSKI LOVALL HAYWARD, LLP
CHASE BANK BUILDING
10501 N. CENTRAL EXPRESSWAY, SUITE 106
DALLAS, TEXAS 75231**

YOU MAY RETURN YOUR BALLOT BY MAIL, HAND DELIVERY, OR OVERNIGHT COURIER. BALLOTS SENT VIA FACSIMILE OR EMAIL WILL NOT BE COUNTED.

PLEASE TAKE NOTICE that the Plan provides for distributions to each holder of an Allowed Participant Claim. The amount of the Allowed Participant Claim is based upon the Participant's Life Benefit, as set forth in Article 4.4 of the Plan.¹ The Plan generally provides for the distribution of the Life Benefit as calculated pursuant to Article 4.4.1.2 of the Plan, and for distributions of supplemental Life Benefits of remaining funds after liquidation of assets in proportion to the Participant's Life Benefit.

In addition, in the event of settlements with certain Third Party Defendants, the Plan provides for additional distributions to the holders of Allowed Participant Claims who did not file a lawsuit against the Debtor before June 9, 2010 ("Non-Litigation Participants"), as follows:

Subject to the condition precedent that at least eighty percent (80%) in number and amount of the Allowed Non-Litigation Participant Claims have affirmatively elected to become Settlement Participants, and in exchange for the Release granted by Settlement Participants, each Settlement Participant shall receive his or her Pro Rata Share of any distributions of Settlement Funds.

To become a Settlement Participant and thus be entitled to a Pro Rata Share of any distribution of Settlement Funds, a holder of an Allowed Non-Litigation Participant Claim must affirmatively elect, by checking the box in Item 3 of this Ballot, to grant the Release of Participating Defendants as provided in section 11.2.3 of the Plan. All holders of Non-Litigation Participant Claims that do not elect to become a Settlement Participant, as well as all holders of Non-Litigation Participant Claims that fail to submit their Ballot by the Voting

¹ The descriptions included herein are general in nature, and are superseded in all respects by the Plan. Please refer to the Plan and Disclosure Statement if you have any questions about the treatment of your Claim.

Deadline, shall not become a Settlement Participant, shall not grant the Release of Participating Defendants, and shall not be entitled to receive any portion of the Settlement Funds.

In addition, in the event the holder of a Class 4 Participant Claim timely executes and returns its Ballot pursuant to the Voting Instructions accompanying the Ballots, but does not clearly indicate on the Ballot the Participant's acceptance or rejection of the Plan, the Participant shall be deemed to (i) have accepted the Plan, and (ii), for Non-Litigation Participants, unless the Non-Litigation Participant has exercised his or her opt in rights on the Ballot, to have voluntarily elected not to become a Settlement Participant.

PLEASE READ BOTH SIDES OF THIS BALLOT BEFORE COMPLETING. PLEASE COMPLETE, DATE AND SIGN THIS BALLOT AND RETURN IT TO THE DEBTOR IN ACCORDANCE WITH THE INSTRUCTIONS ACCOMPANYING THIS BALLOT. THIS BALLOT MUST BE RECEIVED BY THE DEBTOR ON OR BEFORE _____, 2011 AT 5:00 P.M., PREVAILING CENTRAL TIME.

Please note that you must vote your entire Class 4 Participant Claim to accept or reject the Plan. You cannot split your vote. For purposes of tabulating the votes, you will be deemed to have voted the full amount of your Claim. **Regardless of whether you vote to accept or reject the Plan, unless you exercise the opt in rights provided in Item 3 below you are presumed to have agreed not to become a Settlement Participant.**

An authorized signatory of the holder of a Class 4 Participant Claim may execute this Ballot, but must provide the name and address of the holder of the Allowed Participant Claim on this Ballot and may be required to submit evidence to the Bankruptcy Court demonstrating the signatory's authorization to vote on behalf of the holder of the Allowed Participant Claim.

You must provide all of the information requested by this Ballot. Failure to do so may result in your vote not counting.

The Plan Proponents reserve the right to seek an extension of the Voting Deadline until properly completed Ballots indicating acceptance of the Plan in sufficient number and amount to meet the voting requirements prescribed by section 1126 of the Bankruptcy Code have been received.

Item 1: Voting Classification and Amount

The undersigned is a holder of an Allowed Participant Claim against the Debtor in the amount of \$_____ for purposes of voting on the Plan.

Item 2: Vote

The undersigned hereby votes the Allowed Participant Claim as set forth in Item 1 above, and as otherwise provided for in the Plan, to **(check only one)**:

<input type="checkbox"/> ACCEPT the Plan	<input type="checkbox"/> REJECT the Plan.
---	--

Item 3: Optional Election

To Be Completed Only By Holders of Non-Litigation Participant Claims. You are entitled to complete this section if you are a Participant who did not file a lawsuit against the Debtor before June 9, 2010.

The undersigned hereby elects to become a Settlement Participant and shall therefore be entitled to receive his or her Pro Rata Share of any distributions of Settlement Funds. Election is at your option. By electing to opt in below, the undersigned voluntarily agrees to grant the Release set forth in section 11.2.3 of the Plan:

<input type="checkbox"/> OPT IN to becoming a Settlement Participant.
<p>By checking this box, the holder of a Non-Litigation Participant Claim(s) in Class 4 has expressly elected to be treated as a Settlement Participant and has thereby elected to grant the Release provided in Section 11.2.3 of the Plan. By becoming a Settlement Participant, the holder will be entitled to receive a Pro Rata share of any distributions of Settlement Funds.</p>

Item 4: Certifications

Upon execution of this Ballot, the undersigned certifies that:

1. as of the Voting Record Date, the undersigned was the beneficial owner (or authorized signatory for a beneficial owner) of an Allowed Participant Claim;
2. the holder has received a copy of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. the holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
4. the holder understands and acknowledges that only the latest-dated Ballot cast and actually received by the Debtor prior to the Voting Deadline will be counted and, if any other Ballot has been previously cast with respect to the holder's Allowed Participant Claim, the other Ballot will be deemed revoked; and
5. the holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the holder and shall not be affected by, and shall survive, the death or incapacity of the holder.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct and that I have authority under applicable law to cast this Ballot.

Name of Creditor: _____
(Print or Type)

By: _____
(Signature of Creditor or Authorized Agent)

Print Name of Signatory: _____

Title: _____
(If Appropriate)

Street Address: _____

(City, State and Zip Code)

Telephone Number: _____

Date Completed: _____

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING INSTRUCTIONS, PLEASE CALL MELANIE HOLMES, FRANKLIN SKIERSKI LOVALL HAYWARD, LLP, CHASE BANK BUILDING, 10501 N. CENTRAL EXPRESSWAY, SUITE 106, DALLAS, TEXAS 75231 AT (972) 755-7100

VOTING INSTRUCTIONS

- A. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements of confirmation provided by section 1129(a) of the Bankruptcy Code.
- B. To ensure that your vote is counted, you must (i) complete the Ballot; (ii) indicate your decision to either accept or reject the Plan in Item 2 of the Ballot; and (iii) sign and

return the Ballot in accordance with the instructions on the Ballot to Melanie Holmes, Franklin Skierski Lovall Hayward, LLP, Chase Bank Building, 10501 N. Central Expressway, Suite 106, Dallas, Texas 75231, so that it is actually received by the Voting Deadline. You may return your Ballot by mail, hand delivery, or overnight courier. **BALLOTS SENT VIA FACSIMILE OR EMAIL WILL NOT BE COUNTED.**

- C. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtor determines otherwise or as permitted by the Bankruptcy Court. In all cases, holders should allow sufficient time to assure timely delivery. No Ballot should be sent to the Debtor or the Debtor's legal advisors.
- D. If multiple Ballots are received from an individual holder with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any previously received Ballot.
- E. The Ballot does not constitute, and shall not be deemed to be: (i) a proof of claim; or (ii) an assertion or admission with respect to any Claim.
- F. Please be sure to sign and date your Ballot. If you are completing the Ballot on behalf of an entity, indicate your relationship with that entity and the capacity in which you are signing.
- G. You must vote your entire Allowed Participant Claim to either accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- H. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the holder; (ii) any Ballot cast by a Person or entity that does not hold a Claim in a class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan; and/or (v) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.

Exhibit 6

Proposed Ballot for Other Classes

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

In re:	§	
	§	CASE NO. 10-13528
MILLENNIUM MULTIPLE EMPLOYER	§	(Chapter 11)
WELFARE BENEFIT PLAN	§	
	§	
Debtor.	§	

**BALLOT FOR ACCEPTING OR REJECTING THE PLAN OF
REORGANIZATION OF THE MILLENNIUM MULTIPLE
EMPLOYER WELFARE BENEFIT PLAN**

**THIS BALLOT IS TO BE USED BY HOLDERS OF THE FOLLOWING
CLAIMS:**

- CLASS 1: PRIORITY CLAIMS**
- CLASS 2: SECURED CLAIMS**
- CLASS 3: UNSECURED CLAIMS – OTHER THAN PARTICIPANT
CLAIMS**
- CLASS 5: SUBORDINATED CLAIMS**

This ballot (the “Ballot”) is to be used to vote to accept or reject the Joint Chapter 11 Plan of Liquidation (the “Plan”) filed by the Millennium Multiple Employer Welfare Benefit Plan (the “Debtor”) and The Official Unsecured Creditors Committee (the “Committee”, and collectively with the Debtor, the “Plan Proponents”). Please refer to the voting instructions herein. Capitalized terms used in this Ballot but not otherwise defined herein shall have the meaning ascribed to such terms in the Plan.

This Ballot is being sent to you because records indicate that you are a holder of an Allowed Claim in Classes 1, 2, 3 or 5 as of _____ (the “Voting Record Date”), and accordingly, you have a right to vote to accept or reject the Plan. Your rights are described in the Disclosure Statement. The Plan and Disclosure Statement are included in the packet you are receiving with this Ballot (collectively, the “Solicitation Package”).

**PLEASE READ AND FOLLOW THESE INSTRUCTIONS CAREFULLY AND
RETURN YOUR BALLOT IN THE ENVELOPE PROVIDED.**

**THE VOTING DEADLINE IS 5:00 P.M. (PREVAILING CENTRAL TIME)
ON _____**

IMPORTANT

YOU SHOULD REVIEW THE DISCLOSURE STATEMENT AND THE PLAN FOR A DESCRIPTION OF THE PLAN AND ITS EFFECTS ON HOLDERS OF CLAIMS AGAINST THE DEBTOR BEFORE YOU VOTE. YOU MAY WISH TO SEEK LEGAL ADVICE CONCERNING THE PLAN AND YOUR CLASSIFICATION AND TREATMENT UNDER THE PLAN. YOUR CLAIM IS TREATED AS A CLASS 1 PRIORITY CLAIM, A CLASS 2 SECURED CLAIM, A CLASS 3 UNSECURED CLAIM – OTHER THAN PARTICIPANT CLAIMS, OR A CLASS 5 SUBORDINATED CLAIM UNDER THE PLAN.

PLEASE READ CAREFULLY AND FOLLOW THESE INSTRUCTIONS ON RETURNING YOUR BALLOT. FAILURE TO RETURN YOUR BALLOT SO THAT IT IS ACTUALLY RECEIVED BY THE DEBTOR BY 5:00 P.M. (PREVAILING CENTRAL TIME) ON _____ WILL RESULT IN YOUR BALLOT NOT BEING COUNTED.

YOU MUST SUBMIT YOUR BALLOT TO THE DEBTOR USING THE FOLLOWING ADDRESS:

**MELANIE HOLMES
FRANKLIN SKIERSKI LOVALL HAYWARD, LLP
CHASE BANK BUILDING
10501 N. CENTRAL EXPRESSWAY, SUITE 106
DALLAS, TEXAS 75231**

YOU MAY RETURN YOUR BALLOT BY MAIL, HAND DELIVERY, OR OVERNIGHT COURIER. BALLOTS SENT VIA FACSIMILE OR EMAIL WILL NOT BE COUNTED.

PLEASE READ BOTH SIDES OF THIS BALLOT BEFORE COMPLETING. PLEASE COMPLETE, DATE AND SIGN THIS BALLOT AND RETURN IT TO THE DEBTOR IN ACCORDANCE WITH THE INSTRUCTIONS ACCOMPANYING THIS BALLOT. THIS BALLOT MUST BE RECEIVED BY THE DEBTOR ON OR BEFORE _____, 2011 AT 5:00 P.M., PREVAILING CENTRAL TIME.

Please note that you must vote your entire Claim to accept or reject the Plan. You cannot split your vote. For purposes of tabulating the votes, you will be deemed to have voted the full amount of your Claim.

An authorized signatory of the holder of an Allowed Claim may execute this Ballot, but must provide the name and address of the holder of the Allowed Claim on this Ballot and may be required to submit evidence to the Bankruptcy Court demonstrating the signatory's authorization to vote on behalf of the holder of the Allowed Claim.

You must provide all of the information requested by this Ballot. Failure to do so may result in your vote not counting.

The Plan Proponents reserve the right to seek an extension of the Voting Deadline until properly completed Ballots indicating acceptance of the Plan in sufficient number and amount to meet the voting requirements prescribed by section 1126 of the Bankruptcy Code have been received.

Item 1: Voting Classification and Amount

The undersigned is a holder of an Allowed Claim in Class _____ against the Debtor in the amount of \$_____ for purposes of voting on the Plan.

Item 2: Vote

The undersigned hereby votes the Allowed Claim as set forth in Item 1 above, and as otherwise provided for in the Plan, to **(check only one)**:

<input type="checkbox"/> ACCEPT the Plan	<input type="checkbox"/> REJECT the Plan.
---	--

Item 3: Certifications

Upon execution of this Ballot, the undersigned certifies that:

1. as of the Voting Record Date, the undersigned was the beneficial owner (or authorized signatory for a beneficial owner) of an Allowed Claim;
2. the holder has received a copy of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. the holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
4. the holder understands and acknowledges that only the latest-dated Ballot cast and actually received by the Debtor prior to the Voting Deadline will be counted and, if any other Ballot has been previously cast with respect to the holder's Allowed Claim, the other Ballot will be deemed revoked; and
5. the holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the holder and shall not be affected by, and shall survive, the death or incapacity of the holder.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct and that I have authority under applicable law to cast this Ballot.

Name of Creditor: _____
(Print or Type)

By: _____
(Signature of Creditor or Authorized Agent)

Print Name of Signatory: _____

Title: _____
(If Appropriate)

Street Address: _____

(City, State and Zip Code)

Telephone Number: _____

Date Completed: _____

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING INSTRUCTIONS, PLEASE CALL MELANIE HOLMES, FRANKLIN SKIERSKI LOVALL HAYWARD, LLP, CHASE BANK BUILDING, 10501 N. CENTRAL EXPRESSWAY, SUITE 106, DALLAS, TEXAS 75231
AT (972) 755-7100

VOTING INSTRUCTIONS

- A. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements of confirmation provided by section 1129(a) of the Bankruptcy Code.
- B. To ensure that your vote is counted, you must (i) complete the Ballot; (ii) indicate your decision to either accept or reject the Plan in Item 2 of the Ballot; and (iii) sign and return the Ballot in accordance with these instructions to Melanie

Holmes, Franklin Skierski Lovall Hayward, LLP, Chase Bank Building, 10501 N. Central Expressway, Suite 106, Dallas, Texas 75231, so that it is actually received by the Voting Deadline. You may return your Ballot by mail, hand delivery, or overnight courier. **BALLOTS SENT VIA FACSIMILE OR EMAIL WILL NOT BE COUNTED.**

- C. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtor determines otherwise or as permitted by the Bankruptcy Court. In all cases, holders should allow sufficient time to assure timely delivery. No Ballot should be sent to the Debtor or the Debtor's legal advisors.
- D. If multiple Ballots are received from an individual holder with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any previously received Ballot.
- E. The Ballot does not constitute, and shall not be deemed to be: (i) a proof of claim or interest; or (ii) an assertion or admission with respect to any Claim or interest.
- F. Please be sure to sign and date your Ballot. If you are completing the Ballot on behalf of an entity, indicate your relationship with that entity and the capacity in which you are signing.
- G. You must vote your entire Allowed Claim to either accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- H. The following Ballots will not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the holder; (ii) any Ballot cast by a Person or entity that does not hold a Claim in a class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan, or marked both to accept and reject the Plan; and/or (v) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.