

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE**

In re:

**MORIN BRICK COMPANY, INC.,

Debtor.**

Chapter 11

Case No. 08-21022

DEBTOR'S PLAN OF REORGANIZATION DATED NOVEMBER 16, 2009

Morin Brick Company, Inc., the debtor and a debtor-in-possession in the above-captioned Chapter 11 case (the "Debtor"), hereby proposes this Plan of Reorganization, dated November 16, 2009 (the "Plan") to all of its known creditors and holders of interests as authorized by § 1121(a) of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") and move this Court to enter an order confirming this Plan pursuant to § 1129 of the Bankruptcy Code, including § 1129(b) if required.

**ARTICLE I
Definitions**

The following terms when used in this Plan shall, unless the context otherwise requires, have the following respective meanings:

1.1 "Administrative Expense" shall mean an expense of the kind described in § 503(b) of the Bankruptcy Code.

1.2 "Allowed Amount" of a Claim or expense shall mean, for the purposes of this Plan, (a) the amount of the Claim scheduled by the Debtor if (i) the Claim is not scheduled as disputed, contingent or unliquidated by the Debtor, (ii) no objection to that amount is filed by the Claims Objection Date, and (iii) the holder of the Claim has not timely filed a properly prepared proof of claim in an amount different than that scheduled by the Debtor; (b) the amount set forth by the holder of a Claim in a timely filed and properly prepared proof of claim if that amount differs from the amount scheduled by the Debtor and no objection to the amount stated in the proof of claim is filed by the Claims Objection Date; or (c) the amount of such Claim established by a Final Order of the Bankruptcy Court if (i) such Claim is scheduled by the Debtor as contingent or disputed, (ii) an objection to that amount is filed on or before the Claims Objection Date, or (iii) if the amount set forth by the holder of such Claim in a timely filed, properly prepared proof of claim differs from the amount scheduled by the Debtor and an objection is

filed to the proof of claim on or before the Claims Objection Date.

1.3 “Allowed” shall mean, with respect to any Claim, the status of the Claim, such that (a) upon expiration of the Claims Objection Date, the Claim, whether filed or scheduled, has not been disputed or (b) with respect to disputed Claims, a Final Order allowing the Claim has been entered.

1.4 “APA” shall mean the Asset Purchase Agreement dated as of March 16, 2009 by and among the Debtor and Hillcrest.

1.5 “Asset Sale” shall mean the Hillcrest Sale.

1.6 “Asset Sale Proceeds” shall mean the proceeds of the Asset Sale.

1.7 “Bankruptcy Court” shall mean the United States Bankruptcy Court, District of Maine.

1.8 “Bar Date” shall mean the date established by the Bankruptcy Court as the deadline for creditors to file proofs of claim.

1.9 “BSSN” shall mean Bernstein, Shur, Sawyer & Nelson, P.A. as counsel for the Debtor.

1.10 “Case” or “Chapter 11 Case” shall mean the Debtor’s Chapter 11 case.

1.11 “Causes of Action” shall mean (a) any and all causes of action belonging to the Debtor or the Estate, whether arising before or after the Filing Date and whether arising under state or federal law, including, but not limited to, causes of action under Bankruptcy Code §§ 544 – 553 (including any state fraudulent conveyance statute by virtue of § 544) and (b) any and all proceeds, whether in the form of cash or otherwise, from any recoveries on or settlements of such causes of action.

1.12 “Claim” shall have the meaning set forth in § 101(5) of the Bankruptcy Code and shall include, without limitation, all rights to payment from the Debtor.

1.13 “Claims Objection Date” shall mean the date that is ninety (90) days from the last to occur of: (a) the Bar Date, or (b) with respect to a specified Claim for which a creditor is allowed to file a proof of claim after the Bar Date, twenty (20) days after the date on which such proof of claim is filed, or (c) the Confirmation Date. The failure to object to a Claim by the Claims Objection Date shall not constitute a waiver, acceptance or release of any claim or cause of action against a creditor, including causes of action based on a creditor receiving preferential or fraudulent transfers under § 547 or § 548 of the Bankruptcy Code.

1.14 “Closing Statement” shall mean the final closing statement with respect to the Asset Sale.

1.15 “Confirmation Date” shall mean the date on which the Bankruptcy Court Order confirming this Plan, as the same may be amended, becomes a Final Order.

1.16 “Confirmation Hearing” shall mean the hearing held by the Bankruptcy Court to consider confirmation of the Plan, as the same may be amended, and as contemplated by Bankruptcy Code § 1128(a).

1.17 “Confirmation Order” shall mean the Final Order entered by the Bankruptcy Court confirming this Plan pursuant to Bankruptcy Code § 1129.

1.18 “Creditors’ Committee” shall mean the Official Committee of Creditors Holding Unsecured Claims appointed in the Case.

1.19 “Disclosure Statement” shall mean that certain disclosure statement filed by the Debtor in respect of the Plan and approved as containing adequate information pursuant to a Final Order of the Bankruptcy Court.

1.20 “Effective Date” shall mean the date that is thirty (30) days after the Confirmation Date, provided that all the conditions set forth in Article XI of the Plan have been satisfied. If an Order staying confirmation of the Plan has been entered, the Effective Date shall mean the earlier of the first business day following the date upon which (a) the Order confirming the Plan has become a Final Order or (b) any stay of confirmation of the Plan is no longer effective, provided that such business day is more than thirty (30) days after the Confirmation Date.

1.21 “Estate” shall mean the bankruptcy estate of the Debtor, created in the Case pursuant to § 541 of the Bankruptcy Code, which shall include the continuation of the Estate after confirmation of the Plan.

1.22 “Filing Date” shall mean September 3, 2008.

1.23 “Final Order” shall mean an order of a court of competent jurisdiction with respect to which all periods for taking appeal from such order or any order of an appellate court relating to such order have expired with no appeal pending and no stay of such order being then in effect.

1.24 “Holder” shall mean a creditor holding, including by assignment, a Claim against the Estate.

1.25 “Plan Cash” shall mean the amount collected from the Causes of Action.

1.26 “Priority Claim” means an Allowed Unsecured Claim granted a priority under § 507 of the Bankruptcy Code.

1.27 “Professional Fees and Expenses” shall mean Administrative Claims of the professionals hired by the Debtor and shall also include any and all fees and expenses of BSSN

incurred by the Debtor after the Confirmation Date, including, but not limited to, the costs and expenses incurred in relation to pursuing the Causes of Action and shall include the costs and expenses of any Liquidating Trustee.

1.28 “Pro Rata” means proportionate, so that, for example, the ratio of the consideration distributed on account of an Allowed Claim to the amount of the Allowed Claim is the same as the ratio of the consideration distributed on account of all Allowed Claims in such class of Claims to the amount of all Allowed Claims in the class.

1.29 “Sale Order” shall mean that certain Order Pursuant to 11 U.S.C. §§ 105, 363 and 365 Granting Debtor’s Motion for Sale of Substantially All of its Assets to Hillcrest Management, LLC Free and Clear of Liens, Claims and Encumbrances and For Approval of Assumption and Assignment of Certain Leases and Executory Contracts entered by the Bankruptcy Court in the Case on or about March 25, 2009.

1.30 “Substantial Consummation” shall have the meaning assigned to such term in § 1101(2) of the Bankruptcy Code.

1.31 Unclassified Claims shall mean all Administrative Expenses, Professional Fees and Expenses, and UST Fees.

1.32 “Unsecured Claim” shall mean a Claim that is (a) not an Unclassified Claim and (b) not secured by a valid Lien on property of the Debtor which is not void or avoidable under any state or federal law, including any provision of the Bankruptcy Code.

1.33 “UST Fees” shall mean the quarterly fees paid and payable to the United States Trustee.

Terms not defined in this Article I or otherwise defined in the Plan, but defined in the Bankruptcy Code, shall have the respective meanings assigned to such terms in the Bankruptcy Code, unless the context unequivocally otherwise requires.

ARTICLE II **Classification of Claims and Interests**

Each holder of (a) a Claim against the Debtor of whatever nature, whether or not scheduled and whether unliquidated, absolute or contingent, including all Claims arising from the rejection of leases and executory contracts, or (b) any interest in the Debtor shall be bound by the provisions of the Plan, and all such Claims and interests are hereby classified as follows:

2.1 Unclassified Claims shall consist of all Administrative Expenses, including,

without limitation, claims for Professional Fees and Expenses and fees payable pursuant to 28 U.S.C. § 1930. Unclassified Claims shall also include any and all fees and expenses of BSSN incurred by the Debtor after the Confirmation Date, including, but not limited to, the costs and expenses incurred in relation to pursuing the Causes of Action and the costs and expenses of the Liquidating Trustee (defined below), if any.

2.2 Class 1 shall consist of all Allowed Priority Claims, other than the Unclassified Claims.

2.3 Class 2 shall consist of all Unsecured Claims not otherwise classified under this Plan, but shall not include any Unclassified Claims.

2.4 Class 3 shall consist of any and all equity interests in the Debtor.

ARTICLE III **Treatment of the Claims and Interests by Class**

All Claims against the Debtor, as finally Allowed by the Bankruptcy Court, will be fully and finally satisfied in accordance with the provisions of the Plan.

3.1 Unclassified Claims against the Debtor are impaired. Unclassified Claims shall be paid as follows with the proceeds generated by the Causes of Action brought or to be brought by the Debtor or on behalf of the Debtor under the Plan: (a) any and all UST Fees due and payable on the date of the receipt of funds sufficient to satisfy such UST Fees; (b) Professional Fees and Expenses (including amounts to the Liquidating Trustee (as defined below)); and (c) any and all Allowed Administrative Claims against the Estate other than UST Fees and Professional Fees and Expenses. Unclassified Claims shall be paid prior to payment of any Claims in Class 1 or Class 2 and the payments made as provided for herein shall be made immediately upon receipt of proceeds from any Cause of Action on a pro rata basis as between the UST Fees, the Professional Fees and Expenses and the Allowed Administrative Claims,

provided, however, that following the resolution of all of the Causes of Action, the Debtor shall file a final accounting (the “Final Accounting”) with the Bankruptcy Court setting forth the distribution of proceeds under the Plan and serve the Final Accounting on all parties holding a Claim against the Debtor. Parties holding a Claim shall have twenty (20) days from the date of filing of the Final Accounting to file an objection to the Final Accounting. In the event an objection is timely filed, the Court shall set a hearing date in relation to the Final Accounting. In the event no objections are timely filed, the distributions set forth in the Final Accounting shall be deemed to be final distributions under the Plan.

3.2 Class 1 Claims are impaired. Allowed Claims in Class 1 shall be paid the total amount received by the Estate in relation to Causes of Action brought by or on behalf of the Estate after payment of any and all Unclassified Claims until such time as the Allowed Claims in Class 1 have been paid in full or have been paid in an amount agreed to between the Debtor and the holder of a Claim in Class 1. The payment to claimants in Class 1 shall be made within ten (10) days of the date the Bankruptcy Court enters a Final Order approving the Final Accounting.

3.3 Class 2 Claims are impaired. Allowed Claims in Class 2 shall be paid the total amount received by the Estate, on a pro rata basis, in relation to Causes of Action brought by or on behalf of the Estate after payment of any and all Unclassified Claims and after payment of any and all Allowed Claims in Class 1 until such time as the Allowed Claims in Class 2 have been paid in full or have been paid in an amount agreed to between the Debtor and the holder of a Claim in Class 2. The payment to claimants in Class 2 shall be made within ten (10) days of the date the Bankruptcy Court enters a Final Order approving the Final Accounting.

3.4 Class 3 Claims are impaired. Any and all equity interests in the Debtor shall be cancelled as of the date the Bankruptcy Court enters a Final Order approving the Final

Accounting.

ARTICLE IV
Interests to be Retained and Rights to be Exercised by the
Debtor or on Behalf of the Debtor

4.1 Preservation of All Causes of Action. Except as otherwise provided in the Plan or in any contract, instrument, release or agreement entered into in connection with the Plan, in accordance with § 1123(b) of the Bankruptcy Code, the Debtor and the Estate retain, preserve and may enforce and prosecute any claims that the Debtor or the Estate may have against any person or entity that constitute Causes of Action. The Debtor shall have standing on behalf of the Estate for the purposes of investigating, pursuing, prosecuting, settling, collecting, liquidating, and/or recovering any assets, claims, or Causes of Action that the Debtor or the Estate has or may pursue; provided, however, that the Debtor may assign the rights preserved pursuant to the terms of this section to a third-party, which third-party shall then be deemed to have the rights and standing to pursue the Causes of Action on behalf of the Debtor to the extent set forth herein (the "Liquidating Trustee"). The Liquidating Trustee shall be entitled to payment from the proceeds of the Causes of Action as a Professional Fee and Expense and shall be subject to the Final Accounting procedures as set forth above. The Liquidating Trustee shall immediately turnover to BSSN any and all amounts recovered by the Liquidating Trustee for distribution by BSSN of the proceeds in accordance with the terms of the Plan. BSSN shall continue to represent the Debtor after the entry of the Confirmation Order and may represent the Liquidating Trustee in relation to pursuing the Causes of Action and in relation to other matters which may arise in relation to the rights granted to the Liquidating Trustee under the Plan.

4.2 Pre-petition Claim and Amendments. Each Claim as to which a proof of claim was required to be filed on or before the Bar Date and as to which a proof of claim was not filed

on or before the Bar Date shall not under any circumstances become an Allowed Claim. In no event shall the Allowed Amount of any Claim against the Debtor exceed the amount set forth in a proof of claim therefore filed on or before the Bar Date unless the claimant in its proof of claim expressly reserved the right to amend such proof of Claim in which case any such amended proof of claim must be filed by the Confirmation Date. No order allowing or disallowing a Claim may be reconsidered, pursuant to Bankruptcy Code Section 502(j) or otherwise, so as to increase the Allowed Amount thereof after entry of the Confirmation Order.

4.3 Objections to Pre-petition Claims and Interests. Claims and Interests that arose prior to the Filing Date, and which have not been scheduled by the Debtor as contingent, unliquidated or disputed, or as to which a valid proof of claim or interest has been filed on or before the Bar Date, shall be allowed in full, unless an objection to such Claim or Interest is filed on or before the date which is thirty (30) days after the Effective Date. Claims that have been objected to and not allowed shall have no right to vote with respect to the acceptance or rejection of this Plan, except as otherwise ordered by the Court.

4.4 Bar Date for an Objection to Post-Petition Claims. Any Administrative Expense Claim, other than Professional Fees and Expenses, arising before the Confirmation Date shall be forever barred unless it is the subject of a proof of claim filed with the Bankruptcy Court on or before the date which is thirty (30) days after the Effective Date (the “Post-Petition Bar Date”). Any Claim that is the subject of such proof of claim shall be Allowed in full unless an objection thereto is filed within thirty (30) days after the Post-Petition Bar Date or such other date as is provided by Order upon motion of the Debtor.

ARTICLE V
Means of Execution of the Plan

5.1 The Plan shall be funded by Plan Cash, which shall be generated by the Debtor’s

or the Liquidating Trustee's investigation, prosecution, and settlement of the Causes of Action as described above.

5.2 De Minimis Distributions. If, at the time that the final distribution under the Plan is to be made after approval of the Final Accounting, a creditor is owed less than ten dollars (\$10.00), BSSN shall not distribute such amount but such amount shall vest in BSSN and be distributed to other Holders of Allowed Claims in accordance with the terms of the Plan.

5.3 Delivery of Distributions. Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be made by BSSN: (i) at the addresses set forth on the Proofs of Claim filed by such Holders (or at the last known addresses of such Holder if no motion requesting payment or Proof of Claim is filed or the Debtor has been notified in writing of a change of address); (ii) at the addresses set forth in any written notices of address changes delivered to BSSN after the date of any related proof of claim, or (iii) at the addresses reflected in the schedules if no proof of claim has been filed and BSSN has not received a written notice of a change of address.

5.4 Undeliverable Distributions. If payment or distribution to any Holder of an Allowed Claim under the Plan is returned for lack of a current address for the Holder or otherwise, BSSN shall file with the Bankruptcy Court the name, if known, and last known address of the Holder and the reason for its inability to make payment. If, after the passage of ninety (90) days, the payment or distribution still cannot be made, the payment or distribution and any further payment or distribution to the Holder shall be distributed to the Holders in the appropriate Class or Classes, and the Allowed Claim shall be deemed satisfied to the same extent as if payment or distribution had been made to the Holder of the Allowed Claim.

5.5 Setoffs and Recoupments. The Debtor or the Liquidating Trustee may, pursuant

to §§ 502(h), 553, and 558 of the Bankruptcy Code or applicable non-bankruptcy law, but shall not be required to, set off against or recoup from any Claim on which payments are to be made pursuant to the Plan, any claims or causes of action of any nature whatsoever that are proven valid that the Debtor may have against the Holder of such Claim; provided, however, that neither the failure to effect such offset or recoupment nor the allowance of any Claim shall constitute a waiver or release by the Debtor, the Estate, or the Liquidating Trustee of any right of setoff or recoupment that the Debtor, the Estate or the Liquidating Trustee may have against the Holder of such Claim, nor of any other claim or Cause of Action.

5.6 Distributions in Satisfaction; Allocation. Except for the obligations expressly imposed by this Plan and the property and rights expressly retained under the Plan, if any, the distributions and rights that are provided in this Plan shall be in complete satisfaction and release of all Claims against, liabilities in, liens on, obligations of and Interests in the Debtor and the Estate and the assets and properties of the Debtor and the Estate, whether known or unknown, arising or existing prior to the Effective Date.

5.7 Cancellation of Notes and Instruments. As of the Effective Date, except to the extent otherwise provided in the Plan, all notes, agreements and securities evidencing Claims and Interests and the rights there under of the Holders thereof shall, with respect to the Debtor, be canceled and deemed null and void and of no further force and effect, and the Holders thereof shall have no rights against the Debtor, the Estate, or the Liquidating Trustee, and such instruments shall evidence no such rights, except the right to receive the distributions provided for in the Plan.

5.8 No Interest on Claims. Unless otherwise specifically provided for in the Plan, the Confirmation Order, or a post-petition agreement in writing between the Debtor and a Holder of

a Claim and approved by an Order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on any Claim, and no Holder of a Claim shall be entitled to interest accruing on or after the Filing Date on any Claim.

5.9 Disputed Claims Reserve.

a. Establishment. BSSN shall maintain a reserve (the “Disputed Claims Reserve”) equal to 100% of the distributions to which holders of a claim which is the subject of a dispute between the Holder of the claim and the Debtor or the Liquidating Trustee (a “Disputed Claim”) would be entitled under the Plan if such Disputed Claims were Allowed Claims or such lesser amount as required by a Final Order.

b. Distributions Upon Allowance of Disputed Claims. The Holder of a Disputed Claim that becomes an Allowed Claim shall receive distributions of Plan Cash from the Disputed Claims Reserve as soon as practical following the date on which such Disputed Claim becomes an Allowed Claim pursuant to a Final Order. Such distributions shall be made in accordance with the Plan based upon the distributions that would have been made to such holder under the Plan if the Disputed Claim had been an Allowed Claim on the Effective Date. No Holder of a Disputed Claim shall have any claim against the Disputed Claims Reserve until such Disputed Claim shall become an Allowed Claim.

5.10 Cram Down. In the event that any class allowed to vote is deemed impaired under this Plan and refuses to accept the terms of the Plan, the Debtor shall and hereby does move the Bankruptcy Court to confirm the Plan pursuant to § 1129(b) of the Bankruptcy Code. All Claims of creditors and the rights of all holders of equity interests in the Debtor shall be satisfied solely in accordance with the Plan.

ARTICLE VI

Executory Contracts

The Plan hereby provides for the rejection of all unexpired leases and executory contracts not assumed and assigned pursuant to the APA and the Sale Order and to the extent not already rejected, with such rejection being effective as of the Confirmation Date. Any Claim for damages arising out of the rejection of an executory contract or unexpired lease must be filed on or before thirty days (30) after the effective date of such rejection, or such later date as may be specified by a Final Order of the Bankruptcy Court. All such Allowed Claims for rejection damages shall be classified as Unsecured Claims against the Debtor.

ARTICLE VII **Effect of Confirmation**

7.1 **Discharge.** Confirmation of this Plan shall discharge the Debtor from all Claims arising before the Confirmation Date, except as expressly provided herein.

7.2 **Injunction.** Except as otherwise expressly provided in this Plan, the documents executed pursuant to this Plan, or the Confirmation Order, on and after the Effective Date, all persons and entities who have held, currently hold, or may hold Claims against, or interests in, the Debtor or the Estate that arose prior to the Effective Date (including but not limited to states and other governmental units, and any state official, employee, or other entity acting in an individual or official capacity on behalf of any state or other governmental units) are permanently enjoined from: (i) commencing or continuing in any manner, directly or indirectly, any action or other proceeding against the Debtor or any property of the Debtor; (ii) enforcing, attaching, executing, collecting, or recovering in any manner, directly or indirectly, any judgment, award, decree, or order against the Debtor or any property of the Debtor; (iii) creating, perfecting, or enforcing, directly or indirectly, any lien or encumbrance of any kind against the Debtor or any property of the Debtor; (iv) asserting or effecting, directly or indirectly, any setoff,

right of subrogation, or recoupment of any kind against obligation due to the Debtor or any property of the Debtor; and (v) any act, in any manner, in any place whatsoever, that does not conform to, comply with, or is inconsistent with any provisions of this Plan. Any person or entity injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages from the willful violator. Nothing contained in this Article VII shall prohibit the holder of a Disputed Claim from litigating its right to seek to have such Disputed Claim declared an Allowed Claim and paid in accordance with the distribution provisions of this Plan, or enjoin or prohibit the interpretation or enforcement by the holder of such Disputed Claim of any of the obligations of the Debtor, BSSN, or the Liquidating Trustee under this Plan. The Confirmation Order also shall constitute an injunction enjoining any person or entity from enforcing or attempting to enforce any claim or cause of action against the Debtor or any property of the Debtor based on, arising from or related to any failure to pay, or make provision for payment of, any amount payable with respect to any Priority Claim on which the payments due under this Plan have been made or are not yet due under this Plan.

7.3 Term of Injunctions. Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays provided for in the Case by orders of the Bankruptcy Court, under §§ 105 or 362 of the Bankruptcy Code, this Plan, or otherwise, and extant on the Confirmation Date, shall remain in full force and effect until the entry of the Final Order.

ARTICLE VIII **Retention Of Jurisdiction**

To the maximum extent permitted by 28 U.S.C. § 1334 and the Bankruptcy Code, the Bankruptcy Court shall retain exclusive jurisdiction with respect to the following matters:

- (a) To adjudicate all controversies concerning the classification, allowance, or

determination of any claim or interest, including, without limitation, any administrative claim or claim arising from any environmental liability;

(b) To hear and determine all Claims arising from rejection of any executory contract, including leases, and to consummate the rejection and termination thereof;

(c) To liquidate damages in connection with any disputed contingent or unliquidated Claims;

(d) To adjudicate all Claims to, or ownership of any property of, the Debtor or in any proceeds thereof arising prior to and after the Effective Date;

(e) To adjudicate all Claims and controversies arising out of any purchases, sales or contracts made or undertaken by the Debtor prior to the Effective Date;

(f) To make such orders as are necessary and appropriate to construe or effectuate the provisions of the Plan;

(g) To hear and determine any and all Causes of Action, including, without limitation, any and all preference actions, fraudulent conveyance actions or other matters brought pursuant to the Debtor's avoidance or subordination powers;

(h) To hear and determine any and all applications of professional persons for allowance of compensation and/or reimbursement of expenses and all other Administrative Expenses which may be pending on, or made after, the Confirmation Date, including hearing and determining issues relating to the Final Accounting;

(i) To adjudicate any and all motions, adversary proceedings and litigated matters pending on the Confirmation Date or filed thereafter within any applicable statutory period;

(j) To adjudicate any and all controversies and disputes arising under, or in connection with, the Plan or any order or document entered or approved by the Bankruptcy Court

in connection with the Debtor, the Case, or any controversy or dispute which may affect the Debtor's ability to implement or fund the Plan; and

(k) To hear and determine such other matters as the Bankruptcy Court in its reasonable discretion shall deem appropriate.

ARTICLE IX **General Provisions**

9.1 Construction. The article and § headings used in this Plan are inserted for convenience and reference only and neither constitute a part of this Plan nor in any manner affect the terms, provisions or interpretation of this Plan. Wherever used, the singular shall include the plural, and the plural the singular.

9.2 Severability. Should any term or provision in this Plan be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any other term or provision of this Plan.

9.3 Controlling Documents. In the event and to the extent that any provision of this Plan (or any exhibit annexed hereto) is inconsistent with the provisions of the Disclosure Statement or any other agreement, document or instrument required or contemplated to be executed pursuant to this Plan, the provisions of this Plan shall control and take precedence.

9.4 Governing Law. Except to the extent that the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, or other controlling federal statutes or laws, are applicable, the rights and obligations arising under this Plan and any documents, instruments or agreements executed in connection with this Plan (except as otherwise indicated in such documents, instruments and agreements), shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Maine.

9.5 Further Assurances and Cooperation. The Debtor, and each person required or

contemplated by this Plan to execute and deliver a written instrument, agreement or document, shall execute and deliver such instrument, agreement or document in form and substance satisfactory to the Debtor, and shall perform all other and further reasonable acts requested by the Debtor, in order to permit the purposes and intents of this Plan to be consummated.

ARTICLE X
Modification of the Plan

The Debtor may propose amendments or modifications of this Plan, including any of the exhibits attached to this Plan, at any time prior to the entry of the Confirmation Order, with approval of the Bankruptcy Court and upon notice to creditors or to such parties as may be directed by the Bankruptcy Court. After entry of the Confirmation Order and prior to substantial consummation of the Plan, the Debtor may, with approval of the Court, and so long as it does not materially or adversely affect the interests of creditors, remedy any defect or omission, or reconcile any inconsistencies in this Plan, or in the Confirmation Order, in such manner as may be necessary to carry out and implement the purposes and intents of this Plan. Following substantial consummation of the Plan, modification of the Plan shall be permitted only to the extent allowed by the Court after notice and hearing as the Court shall determine appropriate.

ARTICLE XI
Conditions Precedent to Effective Date

The Plan shall not become effective, and the Effective Date shall not occur, unless and until the Confirmation Order is entered by the Bankruptcy Court and has become the Final Order.

DATED: November 16, 2009

MORIN BRICK COMPANY, INC.,
DEBTOR AND DEBTOR-IN-POSSESSION

By: /s/ Norman Davis
Name: Norman Davis
Title: Chief Executive Officer

-and-

MORIN BRICK COMPANY, INC.,
DEBTOR AND DEBTOR-IN-POSSESSION,
BY THEIR ATTORNEY:

/s/ D. Sam Anderson
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