

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

-----X  
**In re:** : Chapter 11  
: :  
**Nutritional Sourcing Corporation, et al.** : Case No. 07-11038 (PJW)  
: :  
**Debtors.** :  
-----X

**FIRST AMENDED JOINT PLAN OF LIQUIDATION OF  
NUTRITIONAL SOURCING CORPORATION, PUEBLO  
INTERNATIONAL, LLC AND FLBN, LLC**

Michael B. Solow  
Harold D. Israel  
Matthew J. Micheli  
KAYE SCHOLER LLC  
Three First National Plaza  
70 West Madison Street, Suite 4100  
Chicago, Illinois 60602  
Telephone: (312) 583-2300  
Facsimile: (312) 583-2360

David B. Stratton  
David Fournier  
James C. Carignan  
PEPPER HAMILTON LLP  
1313 Market Street, Suite 5100  
Wilmington, Delaware 19899  
Telephone: (302) 777-6500  
Facsimile: (302) 421-8390

Attorneys for Nutritional Sourcing Corporation, Pueblo International, LLC and FLBN, LLC

Felicia Gerber Perlman  
SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM LLP  
333 West Wacker Drive  
Chicago, IL 60606  
Telephone: (312) 407-0700  
Facsimile: (312) 407-0411

Mark S. Chehi  
Kimberly A. LaMaina  
SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM LLP  
One Rodney Square  
P.O. Box 636  
Wilmington, DE 19899  
Telephone: (302) 651-3000  
Facsimile: (302) 651-3001

Attorneys for the Official Committee of Unsecured Creditors

Dated: Wilmington, Delaware  
June 11, 2009

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. DEFINITIONS, RULES OF INTERPRETATION, AND COMPUTATION	
OF TIME.....	1
A.    Scope Of Definitions; Rules Of Construction .....	1
B.    Definitions.....	2
C.    Rules of Interpretation .....	15
1.    General.....	15
2.    Rule of “Contra Proferentum” Not Applicable.....	16
D.    Computation of Time .....	16
ARTICLE II. CLASSIFICATION OF CLAIMS AND INTERESTS.....	16
A.    Introduction.....	16
B.    Unclassified Claims (not entitled to vote on the Plan) .....	17
1.    Administrative Claims .....	17
2.    Priority Tax Claims.....	17
C.    Unimpaired Classes of Claims (deemed to have accepted the Plan and, therefore, not entitled to vote).....	17
1.    Class 1A: Pueblo Other Priority Claims .....	17
2.    Class 1B: FLBN Other Priority Claims .....	17
3.    Class 1C: NSC Other Priority Claims.....	17
4.    Class 3A: Pueblo Other Secured Claims .....	17
5.    Class 3B: FLBN Other Secured Claims.....	17
6.    Class 3C: NSC Other Secured Claims .....	17
D.    Impaired Classes Of Claims And Interests (Classes 2B, 4A, 4B and 4C are entitled to vote on the Plan) .....	17
1.    Class 2A: Mirror Loan Note Claims (Pueblo).....	17
2.    Class 2B: Senior Secured Note Claims (NSC) .....	18
3.    Class 4A: Pueblo Trade Claims (Pueblo) .....	18
4.    Class 4B: Pueblo General Unsecured Claims (Pueblo).....	18
5.    Class 4C: FLBN General Unsecured Claims (FLBN).....	18
6.    Class 4D: NSC General Unsecured Claims (NSC) (Deemed to reject the Plan) .....	18
7.    Class 5A: Pueblo Penalty Claims and Subordinated Claims (Pueblo) (Deemed to reject the Plan).....	18
8.    Class 5B: FLBN Penalty Claims and Subordinated Claims (FLBN) (Deemed to reject the Plan).....	19
9.    Class 5C: NSC Penalty Claims and Subordinated Claims (NSC) (Deemed to reject the Plan).....	19
10.   Class 6A: Pueblo Equity Securities Interests (Pueblo) (Deemed to reject the Plan) .....	19
11.   Class 6B: FLBN Equity Securities Interests (FLBN) (Deemed to reject the Plan) .....	19
12.   Class 6C: NSC Equity Securities Interests (NSC) (Deemed to reject the Plan) .....	19

ARTICLE III. TREATMENT OF CLAIMS AND INTERESTS .....	19
A.    Unclassified Claims .....	19
1.    Administrative Claims .....	19
2.    Priority Tax Claims.....	19
B.    Unimpaired Classes Of Claims.....	20
1.    Class 1A: Pueblo Other Priority Claims .....	20
2.    Class 1B: FLBN Other Priority Claims .....	20
3.    Class 1C: NSC Other Priority Claims.....	20
4.    Class 3A: Pueblo Other Secured Claims .....	20
5.    Class 3B: FLBN Other Secured Claims.....	21
6.    Class 3C: NSC Other Secured Claims .....	21
C.    Impaired Classes of Claims .....	21
1.    Class 2A: Mirror Loan Note Claims .....	21
2.    Class 2B: Senior Secured Note Claims.....	21
3.    Class 4A: Pueblo Trade Claims .....	22
4.    Class 4B: Pueblo General Unsecured Claims .....	22
5.    Class 4C: FLBN General Unsecured Claims.....	22
6.    Class 4D: NSC General Unsecured Claims .....	22
7.    Class 5A: Pueblo Penalty Claims and Subordinated Claims .....	23
8.    Class 5B: FLBN Penalty Claims and Subordinated Claims .....	23
9.    Class 5C: NSC Penalty Claims and Subordinated Claims.....	23
10.    Class 6A: Pueblo Equity Securities Interests.....	23
11.    Class 6B: FLBN Equity Securities Interests.....	23
12.    Class 6C: NSC Equity Securities Interests .....	23
D.    Special Provision Regarding Unimpaired Claims .....	23
ARTICLE IV. MEANS FOR IMPLEMENTATION OF THE PLAN.....	24
A.    Continued Corporate Existence .....	24
B.    Dissolution Transactions.....	24
1.    Dissolution Transactions Generally .....	24
2.    Recourse Solely to Trust Accounts.....	25
3.    Liquidation Trust .....	25
C.    Corporate Action.....	30
1.    Certificates of Incorporation and Bylaws .....	30
2.    Corporate Action.....	30
3.    Cancellation of the Equity Securities, Senior Secured Notes and Senior Note Indenture .....	30
D.    No Revesting Of Assets .....	31
E.    Trust Accounts .....	31
1.    Liquidation Trust Accounts .....	31
2.    Liquidation Trust Expense Account .....	31
F.    Preservation Of Rights Of Action; Settlement Of Causes of Action.....	32
1.    Preservation of Rights of Action.....	32
2.    Comprehensive Settlement of Claims and Controversies.....	32
G.    Exclusive Right to Modify Plan.....	32
H.    Effectuating Documents; Further Transactions .....	32
I.    Exemption From Certain Transfer Taxes .....	33

ARTICLE V. ACCEPTANCE OR REJECTION OF THE PLAN .....	33
A.    Classes Entitled To Vote.....	33
B.    Acceptance By Impaired Classes.....	33
ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS.....	34
A.    Distributions For Claims Allowed As Of The Effective Date .....	34
B.    Interest On Claims .....	34
C.    Disbursing Agent .....	34
D.    Intentionally omitted.....	34
E.    Claims Paid or Payable by Third Parties .....	34
1.    Claims Paid by Third Parties .....	34
2.    Claims Payable by Third Parties.....	35
3.    Applicability of Insurance Policies.....	35
F.    Services Of Indenture Trustees, Agents, And Servicers.....	35
G.    Compensation and Reimbursement for Services Related to Distributions and Cash Investment Yield.....	35
1.    Compensation and Reimbursement .....	35
2.    Investment of Cash Related to Distributions .....	36
H.    Notification Date For Distributions To Holders Of Debt and Equity Securities.....	36
I.    Means Of Cash Payment.....	36
J.    Delivery Of Distributions .....	36
K.    Fractional Dollars; De Minimis Distributions .....	37
L.    Withholding And Reporting Requirements .....	37
M.    Setoffs .....	37
N.    Rejection .....	38
O.    Executory Contracts and Unexpired Leases Related to Real Property.....	38
P.    Cure Costs and Bar Dates .....	38
1.    Cure.....	38
2.    Bar Date for Filing Claims for Rejection Damages.....	39
3.    Cure Escrow.....	39
Q.    Reservation of Rights.....	39
ARTICLE VII. PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT, AND UNLIQUIDATED CLAIMS .....	39
A.    Objection Deadline; Prosecution Of Objections.....	39
B.    Estimation of Claims.....	40
C.    No Distributions Pending Allowance .....	40
D.    Distribution Reserve .....	40
E.    Adjustment to Claims and Interests Without Objection .....	40
F.    Intentionally Omitted.....	41
G.    Amendments To Claims .....	41
H.    Intentionally Omitted.....	41
I.    Intentionally Omitted.....	41
J.    Distributions After Allowance.....	41
K.    General Unsecured Claims .....	41
L.    Compliance with Tax Requirements/Allocations .....	42

M.	Termination of All Employee and Workers' Compensation Benefits.....	42
N.	Limitations on Amounts to Be Distributed to Holders of Allowed Insured Claims .....	42
O.	Release of Liens.....	42
ARTICLE VIII. CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN .....		
		43
A.	Conditions To Confirmation.....	43
B.	Conditions To Consummation .....	43
C.	Substantial Consummation .....	44
D.	Waiver Of Conditions.....	44
ARTICLE IX. MODIFICATIONS AND AMENDMENTS .....		
45		
ARTICLE X. RETENTION OF JURISDICTION .....		
45		
ARTICLE XI. MISCELLANEOUS PROVISIONS.....		
47		
A.	Bar Dates For Certain Claims .....	47
	1. Administrative Claims: Substantial Contribution Claims.....	47
	2. Administrative Ordinary Course Liabilities.....	47
	3. Administrative Tax Claims.....	47
	4. Professional Fee Claims.....	48
B.	Payment Of Statutory Fees .....	48
C.	Severability Of Plan Provisions .....	48
D.	Successors And Assigns .....	48
E.	Committee.....	49
F.	Exculpation And Limitation Of Liability .....	49
G.	Permanent Injunction .....	49
H.	Debtors' Releases.....	50
I.	Releases by Holders of Claims and Interests.....	50
J.	Subordinated Claims.....	51
K.	Binding Effect.....	52
L.	Revocation, Withdrawal, Or Non-Consummation.....	52
M.	Plan Supplement .....	52
N.	Notices .....	52
O.	Indemnification Obligations .....	53
P.	Prepayment .....	54
Q.	Term Of Injunctions Or Stay .....	54
R.	Allocation of Plan Distributions Between Principal and Interest.....	54
S.	No Admissions.....	54
T.	Governing Law .....	54
ARTICLE XII. CONFIRMATION REQUEST .....		
55		

## **TABLE OF EXHIBITS**<sup>1</sup>

<u>Exhibit</u>	<u>Name</u>
A	Liquidation Trust Agreement
B	Non-Trade Claims
C	FLBN-Blockbuster Franchise Agreements
D	FLBN-Blockbuster Leases
E	Pueblo-Blockbuster Franchise Agreements
F	Pueblo-Blockbuster Leases

---

<sup>1</sup> Exhibit B – Non-Trade Claims is attached hereto. All other exhibits to this Plan will be filed with the Bankruptcy Court no later than fifteen days before the Confirmation Hearing (as defined herein). The exhibits will be made available on the Internet site address <http://cases.administarlc.com/NSC> once they are filed. The Plan Proponents jointly reserve the right to amend, modify, supplement, restate or withdraw the exhibits after they are filed with the Bankruptcy Court and will promptly make such changes available on the foregoing website.

## **INTRODUCTION**

Nutritional Sourcing Corporation (“NSC”), Pueblo International, LLC (“Pueblo”) and FLBN, LLC (“FLBN” and collectively with NSC and Pueblo, the “Debtors”) and the Official Committee of Unsecured Creditors (the “Committee” and collectively with each of the Debtors, the “Plan Proponents”) hereby propose the following first amended and restated liquidation plan (the “Plan”) for the resolution of the outstanding creditor claims and equity interests against the Debtors. Reference is made to the Disclosure Statement (as that term is defined herein), distributed contemporaneously herewith, for a discussion of the Debtors’ history, business, properties, results of operations, risk factors, a summary and analysis of the Plan and certain related matters.

The Plan does not contemplate the substantive consolidation of the Debtors’ Estates. Therefore, each Debtor is a proponent of a Plan contained herein within the meaning of section 1129 of the Bankruptcy Code, and the Plan contemplates separate classes for each Debtor for both voting and distribution purposes.

All holders of Claims and Interests (as such terms are defined herein) are encouraged to read the Plan and the accompanying solicitation materials in their entirety before voting to accept or reject the Plan. No materials other than the accompanying solicitation materials and any exhibits and schedules attached thereto or referenced therein have been authorized by the Debtors for use in soliciting acceptances or rejections of the Plan. Each of the Debtors and the Committee are the proponents of this Plan with respect to each Debtor within the meaning of section 1129 of the Bankruptcy Code (as that term is defined herein).

Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in Article IX of this Plan, each Debtor and the Committee jointly reserve the right to alter, amend, modify, revoke or withdraw this Plan with respect to each Debtor prior to its substantial consummation.

## **ARTICLE I.**

### **DEFINITIONS, RULES OF INTERPRETATION, AND COMPUTATION OF TIME**

#### **A. Scope Of Definitions; Rules Of Construction**

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

## **B. Definitions**

1.1 “Administrative Claim” means a Claim for payment of an administrative expense of a kind specified in section 503(b) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(2) of the Bankruptcy Code and incurred prior to the Effective Date, including, but not limited to (a) Professional Fee Claims, (b) Committee Member Expenses, and (c) all fees and charges assessed against the Estates under chapter 123 of title 28, United States Code.

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

1.3 “Allowed Class . . . Claim” means a Claim or any portion thereof in the particular Class described (a) as to which no objection to allowance or request for estimation has been interposed before the expiration of the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court or is listed on the Schedules as liquidated, non-contingent and undisputed, (b) as to which any objection to its allowance has been settled, waived through payment, withdrawn, or denied by a Final Order, (c) that has been allowed by a Final Order, (d) as to which the liability of the Debtors, and the amount thereof are determined by final order of a court of competent jurisdiction other than the Bankruptcy Court, or (e) that is expressly allowed in a liquidated amount in the Plan; *provided, however*, that with respect to an Administrative Claim, “Allowed Claim” means an Administrative Claim as to which a timely request for payment has been made in accordance with Article XI.A.1 of this Plan (if such written request is required) or other Administrative Claim, in each case as to which the Debtors (1) have not interposed a timely objection or (2) have interposed a timely objection and such objection has been settled, waived through payment or withdrawn, or has been denied by a Final Order.

1.4 “Allowed Class . . . Interest” means an Interest in the particular Class described (a) that has been allowed by a Final Order, (b) for which (i) no objection to its allowance has been filed within the periods of limitation fixed by the Plan, the Bankruptcy Code or by any Final Order of the Bankruptcy Court or (ii) any objection to its allowance has been settled or withdrawn, or (c) that is expressly allowed in the Plan.

1.5 “ASM” means ASM Capital Advisors LLC and its affiliated entities.

1.6 “ASM Allowed Claims” mean, collectively, the ASM Allowed Pueblo Trade Claim, the ASM Allowed Class 4B Pueblo General Unsecured Claim, the ASM Allowed Class 4C FLBN General Unsecured Claim, and the ASM Allowed Substantial Contribution Claim.

1.7 “ASM Allowed Class 4B Pueblo General Unsecured Claim” means the Allowed Class 4B Pueblo General Unsecured Claim of ASM in the amount of \$397,153.33.

1.8 “ASM Allowed Class 4C FLBN General Unsecured Claim” means the Allowed Class 4C FLBN General Unsecured Claim of ASM in the amount of \$135,778.33.

1.9 “ASM Allowed Pueblo Trade Claim” means the Allowed Pueblo Trade Claim of ASM in the amount of \$6,350,000.



1.10 “ASM Allowed Substantial Contribution Claim” means the Allowed Substantial Contribution Claim of ASM in the amount of \$100,000.

1.11 “Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as now in effect or hereafter amended.

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

1.13 “Bankruptcy Rules” means, collectively, the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as now in effect or hereafter amended, the Federal Rules of Civil Procedure, as amended, as applicable to the Chapter 11 Cases or proceedings therein, and the Local Rules of the Bankruptcy Court, as applicable to the Chapter 11 Cases or proceedings therein, as the case may be.

1.14 “Bar Date(s)” means the applicable bar date by which a proof of Claim, Interest or request for payment of Administrative Claim must be or must have been filed, as established by an order of the Bankruptcy Court, including the Bar Date Order and the Confirmation Order.

1.15 “Bar Date Order” means the order of the Bankruptcy Court dated November 13, 2007 establishing the Bar Date for filing in the Chapter 11 Cases proofs of Claim, as the same may be amended, modified or supplemented. [D.I. No. 614]

1.16 “Blockbuster Assets” means, collectively, the FLBN Blockbuster Assets and the Pueblo Blockbuster Assets.

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

1.18 “Cash” means legal tender of the United States or equivalents thereof.

1.19 “Cash Investment Yield” means the net yield earned by the Disbursing Agent from the investment of Cash, if any, held in the Trust Accounts pending distribution pursuant to the Plan. Any such investment will be in a manner consistent with the Debtors’ investment and deposit guidelines and Article VI.G.2. Net yield means the Cash Investment Yield net of any investment expenses and taxes payable thereon.

1.20 “Chapter 11 Cases” means the jointly administered bankruptcy cases of the Debtors commenced under chapter 11 of the Bankruptcy Code captioned “In re Nutritional Sourcing Corporation, et al.” (Case No. 07-11038 (PJW)).

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

1.22 “Class” means a category of holders of Claims or Interests, as described in Article II below.

1.23 “Causes of Action” means claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities, arising on, prior to or after the Petition Date, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, whether existing on the Petition Date or thereafter arising in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction or other occurrence in any way relating to any Debtor or the Plan.

1.24 “Committee” means the Official Committee of Unsecured Creditors appointed on August 13, 2007 pursuant to section 1102(a) of the Bankruptcy Code in the Chapter 11 Cases.

1.25 “Committee Member Expenses” means the reasonable expenses of the members of the Committee authorized pursuant to section 503(b)(3)(F) of the Bankruptcy Code.

1.26 “Common Stock” means NSC authorized common stock, par value [\$.01] per share, together with any options, warrants, or rights, contractual or otherwise, to acquire or receive any such stock.

1.27 “Confirmation” means entry by the Bankruptcy Court of the Confirmation Order.

1.28 “Confirmation Bonus” means a bonus payable, on the Effective Date, to William T. Keon III and Daniel J. O’Leary in the aggregate amount of \$500,000.

1.29 “Confirmation Date” means the date on which the Confirmation Order is entered on the docket of the Chapter 11 Cases by the clerk of the Bankruptcy Court within the meaning of Bankruptcy Rules 5003 and 9021.

1.30 “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code.

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

1.32 “Consummation” means the occurrence of the Effective Date.

1.33 “Creditor” means any Person who holds a Claim against one of the Debtors.

1.34 “Debtors” means NSC, Pueblo and FLBN including in their capacity as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

1.35 “Disbursing Agent” means the Debtors, the Liquidating Trustee or any party designated by the Debtors or the Liquidating Trustee in consultation with the Committee or the Steering Committee, to serve as a disbursing agent under the Plan or the Liquidation Trust Agreement.

1.36 “Disclosure Statement” means the written first amended and restated disclosure statement that relates to the Plan, dated June 11, 2009, as amended, supplemented, or modified from time to time, and that is prepared and distributed in accordance with sections 1125 and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018.

1.37 “Dissolution Transactions” means the transactions that the Debtors determine to be necessary or appropriate to implement the terms of the Plan.

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

1.39 “Distribution Date” means the date, occurring on or as soon as practicable after the Effective Date, upon which distributions are made by the Disbursing Agent to Holders of Allowed Administrative, Priority Tax, and Classes 1A, 1B, 1C, 2A, 2B, 3A, 3B, 3C, 4A, 4B and 4C Claims.

1.40 “Distribution Report” means a report that sets forth (i) the amount distributed on the applicable Distribution Date, (ii) the aggregate amount distributed and the related recovery percentages for the (a) holders of Allowed Claims in Classes 2B, 4A, 4B and 4C, (b) PBGC, and (c) holders of all Allowed Claims, exclusive of any intercompany claims, as calculated in the Term Sheet and (iii) the balance, if any, of the Mirror Loan Transfer.

1.41 “Distribution Reserve” means the reserve established and maintained by the Liquidation Trustee into which the Debtors shall deposit the amount of Cash that would have been distributed by the Disbursing Agent on the first Quarterly Distribution Date to holders of (a) Disputed Claims (including, for the avoidance of doubt, the Mirror Loan Transfer proceeds with respect to every Disputed Claim in Class 4A) or, (b) contingent liquidated Claims, if such Claims had been undisputed or noncontingent Claims on the Distribution Date, pending (i) the allowance of such Claims, (ii) the estimation of such Claims for purposes of allowance or (iii) the realization of the contingencies, and (c) unliquidated Claims, if such Claims had been liquidated on the Distribution Date, such amount to be estimated by the Bankruptcy Court or agreed upon by the Debtors and the holders thereof as sufficient to satisfy such unliquidated Claim upon such Claim’s (x) allowance, (y) estimation for purposes of allowance, or (z) liquidation, pending the occurrence of such estimation or liquidation.

1.42 “Document Website” means the internet site address <http://cases.administarllc.com/NSC> at which Plan and Disclosure Statement and the exhibits

thereto will be available, without charge, to any party in interest and the public until the Chapter 11 Cases are closed.

1.43 “Effective Date” means the Business Day on which all of the conditions set forth in Article VIII.B hereof have been satisfied or waived as provided in Article VIII.D hereof and which has been designated by the Debtors as the effective date of the Plan.

1.44 “Equity Securities” means, collectively, the FLBN Equity Securities Interests, NSC Equity Securities Interests, and Pueblo Equity Securities Interests.

1.45 “Estates” means as to each Debtor the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

1.46 “Excluded Assets” shall have the meaning set forth in the Purchase Agreement.

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

1.48 “Federal Judgment Rate” means the federal judgment rate, which was in effect as of the Petition Date.

1.49 “Final DIP Order” means that certain Final Order (A) Authorizing Debtors to Obtain Post-Petition Financing and Grant Security Interests and Superpriority Administrative Expense Status Pursuant to 11 U.S.C. §§ 105 and 364(c); (B) Modifying the Automatic Stay Pursuant to 11 U.S.C. § 362 and (C) Authorizing Debtors to Enter into Agreements with Westernbank Puerto Rico (Credit Division) pursuant to Bankruptcy Rule 4001. [D.I. No. 292]

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

1.51 “Financing Agreements” means, collectively (a) the Loan and Security Agreement; (b) the Final DIP Order; (c) each other security agreement or pledge agreement entered into pursuant to the Loan and Security Agreement or other documents designated as a “Financing Agreement” in the Loan and Security Agreement, and (d) each other agreement that creates or purports to create or perfect a Lien in favor of the Lender.

1.52 “FLBN” means FLBN, LLC, a Delaware limited liability company.

1.53 “FLBN Blockbuster Assets” means (i) the FLBN-Blockbuster Franchise Agreements, (ii) the FLBN-Blockbuster Leases and (iii) any and all assets relating to FLBN’s Blockbuster business.

1.54 “FLBN-Blockbuster Franchise Agreements” means those certain franchise agreements by and between FLBN and Blockbuster, Inc. described on Exhibit C hereto.

1.55 “FLBN-Blockbuster Leases” means those certain leases by and between FLBN and the respective landlords described on Exhibit D hereto.

1.56 “FLBN Equity Securities Interests” means, collectively, the membership interests in FLBN together with any options, warrants, or rights, contractual or otherwise, to acquire or receive any such ownership interests, including, but not limited to, any contracts or agreements pursuant to which the non-debtor party was or could have been entitled to receive ownership interests in FLBN.

1.57 “FLBN General Unsecured Claim” means any Unsecured Claim against FLBN.

1.58 “FLBN Liquidation Trust Account” means the trust account established pursuant to Article IV.E.1 to fund the distribution of FLBN Liquidation Trust Assets or the proceeds thereof.

1.59 “FLBN Liquidation Trust Assets” means the distributions to FLBN from the Pueblo Liquidation Trust on account of the FLBN Allowed Trade Claim and the FLBN-Pueblo Allowed Intercompany General Unsecured Claim.

1.60 “FLBN-NSC Allowed Intercompany General Unsecured Claim” means FLBN’s intercompany Claim against NSC in the amount of \$1,985,000.

1.61 “FLBN-Pueblo Allowed Intercompany General Unsecured Claim” means FLBN’s intercompany Claim against Pueblo in the amount of \$48,920,000.

1.62 “FLBN Allowed Trade Claim” means FLBN’s Trade Claim against Pueblo in the amount of \$600,000.

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

1.64 “FLBN Other Secured Claims” means any Secured Claim against FLBN.

1.65 “FLBN Penalty Claims and Subordinated Claims” means any Penalty Claims and Subordinated Claims against FLBN.

1.66 “General Unsecured Claims” means, collectively, the Pueblo Trade Claims, the Pueblo General Unsecured Claims, the FLBN General Unsecured Claims and the NSC General Unsecured Claims.

1.67 “Holder” means the beneficial holder of any Claim or Interest.

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

1.69 “Incentive Bonus” means a bonus payable to William T. Keon III and Daniel J. O’Leary in the amount of \$300,000 (the “Initial Incentive Bonus”), provided that, after taking into effect the Incentive Bonus, (a) the blended recovery for all holders of unsecured claims and the Senior Secured Notes for all of the Debtors on a combined basis is at least 45%; and (b) the PBGC recovery is at least 37.5% and the Senior Secured Note Holders recovery is at least 25.0% (collectively, the “Initial Incentive Targets”); plus an additional \$50,000 (each an “Incremental Bonus” and collectively with the Initial Incentive Bonus, the “Incentive Bonuses”) for every 1% increase (each an “Incremental Target”, and collectively with the Initial Incentive Targets, the “Incentive Targets”) in the total recovery percentage for the Senior Secured Note Holders above 25.0% (provided that the PBGC recovery is at least 37%). The Incentive Bonus shall (i) be calculated in the manner set forth in the Term Sheet, (ii) not be dependant on services to be performed after the Effective Date and (iii) be earned as of the Effective Date and the applicable portion of the Incentive Bonus shall be payable on the Distribution Date when the applicable Incentive Targets are achieved.

1.70 “Indenture Trustee” means Wilmington Trust Company or its successor, in either case in its capacity as indenture trustee pursuant to the Senior Note Indenture.

1.71 “Insured Claim” means any Claim arising from an incident or occurrence alleged to have occurred prior to the Effective Date that is covered by an insurance policy applicable to the Debtors or their businesses.

1.72 “Intercompany Liens” means those Liens granted by Pueblo to NSC (i) pursuant that certain Pledge Agreement dated July 28, 1993, as amended by that certain Amendment to Pledge Agreement dated April 29, 1997 on certain real estate to secure certain subordinated intercompany real estate notes and (ii) that certain Personal Property Mortgage and Affidavit dated July 28, 1993, as amended by that certain Amendment to Personal Property Mortgage dated April 29, 1997 to secure certain intercompany notes.

1.73 “Intercreditor Agreement” means that certain Security Pledge and Intercreditor Agreement dated as of June 5, 2003 by and between NSC and the Indenture Trustee.

1.74 “Interest” means (a) the legal, equitable, contractual and other rights of any Person with respect to Common Stock, or any other Equity Securities of the Debtors and (b) the legal, equitable, contractual or other rights of any Person to acquire or receive any of the foregoing.

1.75 “Keon Allowed Administrative Claim” means the bonus, payable on the Effective Date, to William T. Keon III in the aggregate amount of \$175,000.

1.76 “Keon Allowed FLBN General Unsecured Claim” means the FLBN General Unsecured Claim of William T. Keon III in the amount of \$4,739,000.

1.77 “Lender Secured Claims” means the Secured Claims of the Lender under the Financing Agreements.

1.78 “Lender” means Westernbank Puerto Rico.

1.79 “Lien” means a charge against or interest in property to secure payment of a debt or performance of an obligation.

1.80 “Liquidation Trust” means the trust established pursuant to Article IV.B.3, among other things, to hold the Liquidation Trust Assets and make distributions on account of Claims pursuant to Article VI.

1.81 “Liquidation Trust Accounts” means the Pueblo Liquidation Trust Account and the FLBN Liquidation Trust Account.

1.82 “Liquidation Trust Agreement” means the trust agreement, to be dated as of or prior to the Effective Date, between the Debtors and the Liquidation Trustee, governing the Liquidation Trust, which shall be substantially in the form of Exhibit A.

1.83 “Liquidation Trust Assets” means the Pueblo Liquidation Trust Assets and the FLBN Liquidation Trust Assets.

1.84 “Liquidation Trustee” means the Liquidation Trustee designated under the Liquidation Trust Agreement, provided that such Liquidation Trustee shall be mutually acceptable to the Debtors and the Committee. The Liquidation Trustee shall be selected on or before the 15<sup>th</sup> day prior to the commencement of the Confirmation Hearing.

1.85 “Liquidation Trust Expense Account” means the trust account established pursuant to Article IV.E.2 to fund the payment of the Liquidation Trust Expenses.

1.86 “Liquidation Trust Expenses” means any and all reasonable fees, costs and expenses incurred by the Liquidation Trust or the Liquidation Trustee (or any Disbursing Agent, person, Entity or professional engaged by the Liquidation Trustee) on or after the Effective Date in connection with any of their duties under the Plan and the Liquidation Trust Agreement, including any administrative fees, attorneys’ fees and expenses, insurance fees, taxes and escrow expenses.

1.87 “Loan and Security Agreement” means the Amended and Restated Loan and Security Agreement, dated as of June 28, 2005, among Pueblo, FLBN and FLBN/Sub-Base LLC, as borrowers and NSC, the Lender as amended, modified or supplemented from time to time thereafter and as amended, modified or supplemented including, but not limited to, the Ratification Agreement.

1.88 “Mirror Loan Note” means that certain Restated Subordinated Intercompany Real Estate Note dated June 5, 2003 executed by Pueblo in favor of NSC in the original principal amount of \$70,000,000 which note is secured by the Intercompany Liens. As of the Petition Date, the balance of the Mirror Loan Note (principal plus accrued interest) was \$36,880,188.12.

1.89 “Mirror Loan Note Claim” means NSC’s Allowed Claim against Pueblo on account of the Mirror Loan Note which claim is subordinate to all Allowed Pueblo Trade Claims.

1.90 “Mirror Loan Proceeds” means the proceeds of the Mirror Loan Note, without taking into account the Mirror Loan Transfer.

1.91 “Mirror Loan Transfer” means the transfer(s) by the holders of Allowed Class 2B Claims to the (i) holders of Allowed Class 4A Claims in an amount sufficient to pay the holders of such Allowed Class 4A Claims 98% of the face amount of their Allowed Class 4A Claims and (ii) Distribution Reserve on account of Disputed Class 4A Claims in an amount sufficient to pay the holders of such Disputed Class 4A Claims 98% of the face amount of their Disputed Class 4A Claims.

1.92 “Mirror Loan Transfer Claim” means the subrogation Claim of a Senior Secured Note Holder in the amount of the Mirror Loan Transfer after the holders of Allowed Pueblo Trade Claims have been paid in full. The Indenture Trustee shall be the Holder of the Mirror Loan Transfer Claim.

1.93 “Net Blockbuster Sale Proceeds” means all Cash paid by the Purchaser to Debtors on the closing date of the Purchase Agreement.

1.94 “Net FLBN Liquidation Trust Proceeds” means the proceeds from the liquidation of the FLBN Liquidation Trust Assets less the reasonable costs and expenses arising from or relating to the distribution of such assets pursuant to the terms of the Liquidation Trust Agreement.

1.95 “Net Pueblo Liquidation Trust Proceeds” means the proceeds from the liquidation of the Pueblo Liquidation Trust Assets less the reasonable costs and expenses arising from or relating to the liquidation (including the distribution thereof) of such assets pursuant to the terms of the Liquidation Trust Agreement.

1.96 “NSC” means Nutritional Sourcing Corporation, a Delaware corporation.

1.97 “NSC Equity Securities Interests” means, collectively, the Common Stock in NSC together with any options, warrants, or rights, contractual or otherwise, to acquire or receive any such stock or ownership interests, including, but not limited to, any contracts or agreements pursuant to which the non-debtor party was or could have been entitled to receive shares of stock in NSC.

1.98 “NSC General Unsecured Claim” means any Unsecured Claim against NSC.

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

1.100 “NSC Other Secured Claims” means any Secured Claim against NSC other than Secured Claims in Class 2B.

1.101 “NSC Penalty Claims and Subordinated Claims” means any Penalty Claims and Subordinated Claims against NSC.

1.102 “O’Leary Allowed FLBN General Unsecured Claim” means the FLBN General Unsecured Claim of Daniel J. O’Leary in the amount of \$1,224,000.



1.103 “Other Priority Claims” means, collectively, the FLBN Other Priority Claims, the NSC Other Priority Claims and the Pueblo Other Priority Claims.

1.104 “Other Secured Claims” means, collectively, the FLBN Other Secured Claims, the NSC Other Secured Claims and the Pueblo Other Secured Claims.

1.105 “PBGC” means the Pension Benefit Guaranty Corporation.

1.106 “PBGC Allowed Administrative Claim” means the PBGC’s Administrative Claim in the amount of \$1,325,000.

1.107 “PBGC Allowed General Unsecured Claim” means the PBGC General Unsecured Claim against each of NSC, Pueblo and FLBN, jointly and severally, in the amount of \$14,500,000.

1.108 “PBGC Allowed Pueblo Other Priority Claim” means the PBGC’s Other Pueblo Priority Claim in the amount of \$1,325,000.

1.109 “PBGC Claims” means Claim numbers 3800524, 3800525, 3800526, 3903059, 3903060, 3903061, 4000260, 4000261 and 4000262 filed by the PBGC in the Debtors’ Chapter 11 Cases.

1.110 “Penalty Claim” means a Claim for any fine, penalty or forfeiture, or for multiple, exemplary or punitive damages, to the extent that such Claim is not compensation for the Claim holder’s actual pecuniary loss.

1.111 “Pending Payments” means identified amounts of Cash and other Liquidation Trust Assets (excluding undeliverable Cash) held by the Liquidation Trust for distribution or collection and distribution to holders of Allowed Claims in specific amounts as of the date the Liquidation Trust receives the applicable Liquidation Trust Assets.

1.112 “Pension Plan” means the Pueblo International LLC Retirement Plan.

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

1.114 “Petition Date” means August 3, 2007, the date on which each of the respective Debtors filed their voluntary petitions for reorganization relief under chapter 11 of the Bankruptcy Code.

1.115 “Plan” means this chapter 11 liquidation plan for each of the Debtors and all exhibits annexed hereto or referenced herein, as the same may be amended, modified or supplemented from time to time.

1.116 “Plan Proponents” means, collectively, each of the Debtors and the Committee.

1.117 “Plan Supplement” means the compilation of documents and forms of documents specified in the Plan which will be filed with the Bankruptcy Court not later than fifteen (15) days prior to the Confirmation Hearing or such later date as may be approved by the Bankruptcy Court.

1.118 “Pledged Stock” means the ownership interests of Pueblo and FLBN.

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

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

1.121 “Professional Fee Claim” means a Claim of a Professional for compensation or reimbursement of costs and expenses relating to services after the Petition Date and prior to and including the Effective Date.

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

1.123 “Pueblo” means Pueblo International, LLC, a Delaware limited liability company.

1.124 “Pueblo Blockbuster Assets” means (i) the Pueblo-Blockbuster Franchise Agreements, (ii) the Pueblo-Blockbuster Leases and (iii) any and all assets relating to Pueblo’s Blockbuster business.

1.125 “Pueblo-Blockbuster Franchise Agreements” means those certain franchise agreements by and between Pueblo and Blockbuster, Inc. described on Exhibit E hereto.

1.126 “Pueblo-Blockbuster Leases” means those certain leases by and between Pueblo and the respective landlords described on Exhibit F hereto.

1.127 “Pueblo Equity Securities Interests” means, collectively, the membership interests in Pueblo together with any options, warrants, or rights, contractual or otherwise, to acquire or receive any such ownership interests, including, but not limited to, any contracts or agreements pursuant to which the non-debtor party was or could have been entitled to receive ownership interests in Pueblo.

1.128 “Pueblo General Unsecured Claim” means any Unsecured Claim against Pueblo that is not a Pueblo Trade Claim.

1.129 “Pueblo Liquidation Trust Account” means the trust account established pursuant to Article IV.E.1 to fund the distribution of the Pueblo Liquidation Trust Assets or the proceeds thereof.

1.130 “Pueblo Liquidation Trust Assets” means (i) all assets (except the Pueblo-Blockbuster Assets and the Pension Plan) of the Estate of Pueblo, which consist of, without limitation, any Causes of Action of Pueblo, all accounts receivable, any Cash on hand in Pueblo bank accounts, government and corporate bonds and other instruments owned by Pueblo, and any other assets set forth on Pueblo’s Schedules that remain in Pueblo’s possession as of the Effective Date; (ii) all assets (except for (a) the FLBN-Blockbuster Assets, and (b) the FLBN Liquidation Trust Assets) of the Estate of FLBN, which consist of, without limitation, any Causes of Action of FLBN, all accounts receivable, government and corporate bonds and other instruments owned by FLBN, and any other assets set forth on FLBN’s Schedules that remain in FLBN’s possession as of the Effective Date; (iii) the Net Blockbuster Sale Proceeds and (iv) the Excluded Assets.

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

1.132 “Pueblo Other Secured Claims” means any Secured Claim against Pueblo other than Secured Claims in Class 2A.

1.133 “Pueblo Penalty Claims and Subordinated Claims” means any Penalty Claims and Subordinated Claims against Pueblo, including, but not limited to, a Claim subject to subordination pursuant to the Mirror Loan Note (excluding the Mirror Loan Transfer Claim).

1.134 “Pueblo Trade Claim” means the Allowed Claims of trade creditors who provided goods and services to Pueblo in the ordinary course of Pueblo’s business consisting of (a) those claims listed on Schedules F-2, F-3, F-4, and F-5 of Pueblo’s Schedules (except with respect to those Claims listed on Exhibit B hereto), including, but not limited to, the ASM Allowed Pueblo Trade Claim and (b) the FLBN Allowed Trade Claim. For the avoidance of doubt, those Claims listed on Schedule F-1 of Pueblo’s Schedules and Exhibit B hereto shall be Class 4B Pueblo General Unsecured Claims.

1.135 “Purchase Agreement” means one or more Purchase Agreements, each in a form reasonably acceptable to the Liquidation Trustee and the Steering Committee, by and between the Debtors, as sellers, and Purchaser, as purchaser, for the purchase of all or a portion of the Blockbuster Assets.

1.136 “Purchaser” means one or more purchasers of the Blockbuster Assets.

1.137 “Quarterly Distribution Date” means the last Business Day of the month following the end of each calendar quarter after the Effective Date; *provided, however*, that if the Effective Date is within 45 days of the end of a calendar quarter, the first Quarterly Distribution Date will be the last Business Day of the month following the end of the first calendar quarter after the calendar quarter in which the Effective Date falls.

1.138 “Ratification Agreement” means that certain Ratification and Amended Agreement by and between the Debtors and Lender dated August 6, 2007, as such agreement may be amended and supplemented from time to time thereafter.

1.139 “Real Estate Collateral” means those certain parcels of real estate securing the Mirror Loan Note as of the Petition Date and, pursuant to the Intercreditor Agreement, the Senior Secured Notes.

1.140 “Real Estate Collateral Proceeds” means net proceeds from the sale of the Real Estate Collateral. The Real Estate Collateral Proceeds are deemed to be \$36,880,188.12.

1.141 “Report Recipients” means Daniel J. O’Leary, Patricia Keon as executor of the estate of William T. Keon III, the Indenture Trustee, the PBGC and the Steering Committee.

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

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

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

1.145 “Senior Secured Note Claim” means the Allowed Secured Claim of the Senior Secured Note Holders arising under or on an account of the Senior Secured Notes. The Senior Secured Note Claim shall be deemed Allowed in the amount of \$36,880,188.12. Upon confirmation of the Plan for each of the Debtors, but subject to the occurrence of the Effective Date, the Claim set forth in the Proof of Claim numbered 3902917 filed by the Indenture Trustee against Pueblo shall be deemed withdrawn.

1.146 “Senior Secured Note Holders” means a holder of Senior Secured Notes.

1.147 “Senior Note Indenture” means the indenture, dated June 5, 2003, between NSC and the Indenture Trustee, pursuant to which the Senior Secured Notes were issued.

1.148 “Senior Secured Notes” means the 10.125% Senior Secured Notes due 2009 of NSC, secured by, among other things, a lien on the Mirror Loan Note and the Pledged Stock pursuant to the Intercreditor Agreement.

1.149 “Setoff Claim” means a Claim of a Holder that has a valid right of setoff with respect to such Claim, which right is enforceable under section 553 of the Bankruptcy Code as

determined by a Final Order or as otherwise agreed in writing by the Debtors, to the extent of the amount subject to such right of setoff.

1.150 “Steering Committee” shall have the meaning set forth in the Liquidation Trust Agreement. The Steering Committee shall be selected by the Committee on or before the 10<sup>th</sup> day prior to the commencement of the Confirmation Hearing; *provided* that the Steering Committee shall not include the Holders of Pueblo Trade Claims or their designees as of the day following the Effective Date.

1.151 “Subordinated Claim” means a Claim subject to subordination (excluding, for the avoidance of doubt, the Mirror Loan Transfer Claim) pursuant to section 510(b) or section 510(c) of the Bankruptcy Code.

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

1.153 “Taxes” means (a) any income, alternative or add-on minimum, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, property, environmental or other tax, assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state or local taxing authority; or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other Entity.

1.154 “Term Sheet” means Summary of Terms of Chapter 11 Plan dated June 1, 2009 executed by and among the Debtors, the Committee and certain members of the Committee.

1.155 “Trust Accounts” means the Liquidation Trust Accounts, the Liquidation Trust Expense Account and any other trust account established in accordance with the Liquidation Trust Agreement.

1.156 “Unimpaired Claim” means a Claim that is not an Impaired Claim.

1.157 “Unsecured Claim” means any Claim against the Debtors that is not an Other Priority Claim, Other Secured Claim, Priority Tax Claim, Secured Claim or Administrative Claim.

## **C. Rules of Interpretation**

### *1. General*

For purposes of the Plan (a) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document’s being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (b) any reference in the Plan to an existing document or exhibit filed or to

be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented, (c) unless otherwise specified, all references in the Plan to Sections, Articles, Schedules, and Exhibits are references to Sections, Articles, Schedules, and Exhibits of or to the Plan, (d) the words “herein” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan, (e) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan, and (f) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply (other than section 102(5) of the Bankruptcy Code).

2. *Rule of “Contra Proferentum” Not Applicable*

This Plan is the product of extensive discussions and negotiations between and among, *inter alia*, the Debtors, the Committee, and certain other Creditors and constituencies. Each of the foregoing was represented by independent counsel of its choice who either (a) participated in the formulation and documentation of or (b) was afforded the opportunity to review and provide comments on, the Plan, the Disclosure Statement, and the documents ancillary thereto. Accordingly, unless explicitly indicated otherwise, the general rule of contract construction known as “*contra proferentum*” shall not apply to the construction or interpretation of any provision of this Plan, the Disclosure Statement, or any exhibit, contract, instrument, release, indenture, or other agreement or document generated in connection therewith.

**D. Computation of Time**

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

**ARTICLE II.**

**CLASSIFICATION OF CLAIMS AND INTERESTS**

**A. Introduction**

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

A Claim or Interest is placed in a particular Class only to the extent that a Claim or Interest falls within the description of that Class, and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim is also placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

**The Plan is actually three separate Plans - one for NSC, one for Pueblo and one for FLBN. Creditors may be paid only out of the Estate in which they have a Claim. Please see Article V for a description of the requirements to confirm each Plan.**

**B. Unclassified Claims (not entitled to vote on the Plan)**

1. *Administrative Claims*
2. *Priority Tax Claims*

**C. Unimpaired Classes of Claims (deemed to have accepted the Plan and, therefore, not entitled to vote)**

1. *Class 1A: Pueblo Other Priority Claims*

Class 1A consists of all Pueblo Other Priority Claims. These Claims are primarily for employee wages, vacation pay, severance pay, contributions to benefit plans and other similar amounts.

2. *Class 1B: FLBN Other Priority Claims*

Class 1B consists of all FLBN Other Priority Claims. These Claims are primarily for employee wages, vacation pay, severance pay, contributions to benefit plans and other similar amounts.

3. *Class 1C: NSC Other Priority Claims*

Class 1C consists of all NSC Other Priority Claims. These Claims, if any, are primarily for employee wages, vacation pay, severance pay, contributions to benefit plans and other similar amounts.

4. *Class 3A: Pueblo Other Secured Claims*

Class 3A consists of all Pueblo Other Secured Claims. For purposes of the Plan, each such Allowed Pueblo Other Secured Claim will be deemed a separate subclass.

5. *Class 3B: FLBN Other Secured Claims*

Class 3B consists of all FLBN Other Secured Claims. For purposes of the Plan, each such Allowed FLBN Other Secured Claim will be deemed a separate subclass.

6. *Class 3C: NSC Other Secured Claims*

Class 3C consists of all NSC Other Secured Claims. For purposes of the Plan, each such Allowed NSC Other Secured Claim will be deemed a separate subclass.

**D. Impaired Classes Of Claims And Interests (Classes 2B, 4A, 4B and 4C are entitled to vote on the Plan)**

1. *Class 2A: Mirror Loan Note Claims (Pueblo)*

Class 2A consists of the Mirror Loan Note Claim. The Mirror Loan Note Claim consists of all claims of NSC (including principal and interest accrued at the non-default rate through the

Petition Date) against Pueblo based upon the Mirror Loan Note outstanding as of the Petition Date. Class 2A Claim is deemed to accept the Plan for Pueblo in the event that the Plan for NSC is accepted by Class 2B.

2. *Class 2B: Senior Secured Note Claims (NSC)*

Class 2B consists of the Senior Secured Note Claims. The Senior Secured Note Claims consists of all claims against NSC (including principal and interest accrued at the non-default rate through the Petition Date) based upon the Senior Secured Notes outstanding as of the Petition Date.

3. *Class 4A: Pueblo Trade Claims (Pueblo)*

Class 4A consists of all Pueblo Trade Claims.

4. *Class 4B: Pueblo General Unsecured Claims (Pueblo)*

Class 4B consists of all Pueblo General Unsecured Claims. Pueblo General Unsecured Claims include, without limitation, litigation Claims, the FLBN-Pueblo Allowed Intercompany General Unsecured Claim, PBGC Allowed General Unsecured Claim, ASM Allowed Class 4B Pueblo General Unsecured Claim, employee Claims, pension Claims, any Mirror Loan Transfer Claims, lease rejection Claims filed in accordance with Article VI.P.2 against Pueblo and all other Unsecured Claims (except Pueblo Trade Claims) asserted against Pueblo.

5. *Class 4C: FLBN General Unsecured Claims (FLBN)*

Class 4C consists of all FLBN General Unsecured Claims. FLBN General Unsecured Claims include, without limitation, trade and vendor Claims, litigation Claims, Keon Allowed FLBN General Unsecured Claim, O'Leary Allowed FLBN General Unsecured Claim, PBGC Allowed General Unsecured Claim, ASM Allowed Class 4C FLBN General Unsecured Claim, all employee Claims, pension Claims, lease rejection Claims filed in accordance with Article VI.P.2 against FLBN and all other Unsecured Claims asserted against FLBN.

6. *Class 4D: NSC General Unsecured Claims (NSC) (Deemed to reject the Plan)*

Class 4D consists of all NSC General Unsecured Claims. NSC General Unsecured Claims include, without limitation, litigation Claims, the FLBN-NSC Allowed Intercompany General Unsecured Claim, PBGC Allowed General Unsecured Claim, lease rejection Claims filed in accordance with Article VI.P.2 and all other Unsecured Claims asserted against NSC.

7. *Class 5A: Pueblo Penalty Claims and Subordinated Claims (Pueblo) (Deemed to reject the Plan)*

Class 5A consists of all Pueblo Penalty Claims and Subordinated Claims.



8. *Class 5B: FLBN Penalty Claims and Subordinated Claims (FLBN) (Deemed to reject the Plan)*

Class 5B consists of all FLBN Penalty Claims and Subordinated Claims against FLBN.

9. *Class 5C: NSC Penalty Claims and Subordinated Claims (NSC) (Deemed to reject the Plan)*

Class 5C consists of all NSC Penalty Claims and Subordinated Claims.

10. *Class 6A: Pueblo Equity Securities Interests (Pueblo) (Deemed to reject the Plan)*

Class 6A consists of all Pueblo Equity Securities Interests.

11. *Class 6B: FLBN Equity Securities Interests (FLBN) (Deemed to reject the Plan)*

Class 6B consists of all FLBN Equity Securities Interests.

12. *Class 6C: NSC Equity Securities Interests (NSC) (Deemed to reject the Plan)*

Class 6C consists of all NSC Equity Securities Interests.

### **ARTICLE III.**

#### **TREATMENT OF CLAIMS AND INTERESTS**

##### **A. Unclassified Claims**

###### *1. Administrative Claims*

Except as otherwise provided for herein, and subject to the requirements of Article XI.A.1 hereof, on, or as soon as reasonably practicable after, the latest of (i) the Distribution Date, (ii) the date such Administrative Claim becomes an Allowed Administrative Claim, or (iii) the date such Administrative Claim becomes payable pursuant to any agreement between the applicable Debtor and the Holder of such Administrative Claim, each holder of an Allowed Administrative Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Administrative Claim (a) Cash equal to the unpaid portion of such Allowed Administrative Claim or (b) such other treatment as to which the applicable Debtor and such Holder shall have agreed upon in writing. Allowed Administrative Claims shall include, without limitation, the Keon Allowed Administrative Claim, the Confirmation Bonus, the Incentive Bonus, the ASM Allowed Substantial Contribution Claim and the PBGC Allowed Administrative Claim.

###### *2. Priority Tax Claims*

On, or as soon as reasonably practicable after, the later of (i) the Distribution Date or (ii) the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an

Allowed Priority Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim (a) Cash equal to the unpaid portion of such Allowed Priority Tax Claim or (b) such other treatment as to which the applicable Debtor and such Holder shall have agreed upon in writing; *provided* that no holder of an Allowed Priority Tax Claim shall be entitled to any payments on account of any pre-Effective Date interest accrued on or penalty arising after the Petition Date with respect to or in connection with such Allowed Priority Tax Claim.

**B. Unimpaired Classes Of Claims**

1. *Class 1A: Pueblo Other Priority Claims*

On, or as soon as reasonably practicable after, the later of (i) the Distribution Date or (ii) the date such Pueblo Other Priority Claim becomes an Allowed Pueblo Other Priority Claim, each Holder of an Allowed Pueblo Other Priority Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Pueblo Other Priority Claim (a) Cash equal to the amount of such Allowed Pueblo Other Priority Claim or (b) such other treatment as to which Pueblo and such Holder shall have agreed upon in writing. Allowed Pueblo Other Priority Claims shall include, without limitation, the PBGC Allowed Pueblo Other Priority Claim.

2. *Class 1B: FLBN Other Priority Claims*

On, or as soon as reasonably practicable after, the later of (i) the Distribution Date or (ii) the date such FLBN Other Priority Claim becomes an Allowed FLBN Other Priority Claim, each Holder of an Allowed FLBN Other Priority Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed FLBN Other Priority Claim (a) Cash equal to the amount of such Allowed FLBN Other Priority Claim or (b) such other treatment as to which FLBN and such Holder shall have agreed upon in writing.

3. *Class 1C: NSC Other Priority Claims*

On, or as soon as reasonably practicable after, the later of (i) the Distribution Date or (ii) the date such NSC Other Priority Claim becomes an Allowed NSC Other Priority Claim, each Holder of an Allowed NSC Other Priority Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed NSC Other Priority Claim (a) Cash equal to the amount of such Allowed NSC Other Priority Claim or (b) such other treatment as to which NSC and such Holder shall have agreed upon in writing.

4. *Class 3A: Pueblo Other Secured Claims*

On, or as soon as reasonably practicable after, the later of (i) the Distribution Date or (ii) the date such Pueblo Other Secured Claim becomes an Allowed Pueblo Other Secured Claim, each Holder of an Allowed Pueblo Other Secured Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Pueblo Other Secured Claim (a) Cash equal to the amount of such Allowed Pueblo Other Secured Claim, (b) have the property that serves as collateral for its claim returned, or (c) such other treatment as to which Pueblo and such Holder shall have agreed upon in writing.

5. *Class 3B: FLBN Other Secured Claims*

On, or as soon as reasonably practicable after, the later of (i) the Distribution Date or (ii) the date such FLBN Other Secured Claim becomes an Allowed FLBN Other Secured Claim, each Holder of an Allowed FLBN Other Secured Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed FLBN Other Secured Claim (a) Cash equal to the amount of such Allowed FLBN Other Secured Claim, (b) have the property that serves as collateral for its claim returned, or (c) such other treatment as to which FLBN and such Holder shall have agreed upon in writing.

6. *Class 3C: NSC Other Secured Claims*

On, or as soon as reasonably practicable after, the later of (i) the Distribution Date or (ii) the date such NSC Other Secured Claim becomes an Allowed NSC Other Secured Claim, each Holder of an Allowed NSC Other Secured Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed NSC Other Secured Claim (a) Cash equal to the amount of such Allowed Other Secured Claim, (b) have the property that serves as collateral for its claim returned, or (c) such other treatment as to which NSC and such Holder shall have agreed upon in writing.

**C. Impaired Classes of Claims**

1. *Class 2A: Mirror Loan Note Claims*

On, or as soon as reasonably practicable after the Distribution Date, the Holder of the Allowed Mirror Loan Note Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Mirror Loan Note Claim, Cash equal to the amount of the Real Estate Collateral Proceeds.

2. *Class 2B: Senior Secured Note Claims*

The Indenture Trustee, for the ratable benefit of the holders of Allowed Class 2B Senior Secured Note Claims, will receive, in full satisfaction, settlement, release, and discharge of and in exchange for all such Allowed Class 2B Senior Secured Note Claims, (i) on or as soon as reasonably practicable after the Distribution Date, the Cash, that NSC receives on account of its Allowed Class 2A Mirror Loan Note Claim, less the Mirror Loan Transfer, for distribution to the Holders of such Claims in accordance with the terms of the Senior Note Indenture (e.g., payment of the Indenture Trustee's actual and estimated fees and expenses prior to delivering such distribution to the Senior Secured Note Holders), and (ii) following the date on which every Claim in Class 4A that was a Disputed Claim has been resolved by a Final Order or pursuant to the Plan and the only Claims remaining in Class 4A are Allowed Claims (unless an earlier date is agreed to by the Liquidation Trustee and each member of the Steering Committee), (a) the amount, if any, of the Mirror Loan Transfer (plus interest accruing on the Mirror Loan Transfer since the date of such transfer) that will not be distributed to the holders of Allowed Class 4A Claims and (b) a Pro Rata share of any distributions from the Pueblo Liquidation Trust Assets on account of the Mirror Loan Transfer Claim. The Liquidation Trustee shall, within five (5) Business Days after the Quarterly Distribution Date that follows the date on which every Claim in Class 4A that was a Disputed Claim has been resolved by a Final Order or pursuant to the Plan

and the only Claims remaining in Class 4A are Allowed Claims, pay to the Indenture Trustee the unused balance, if any, of the Mirror Loan Transfer (plus interest accruing on the Mirror Loan Transfer since the date of such transfer) for distribution to the Holders of Allowed Class 2B Senior Note Claims in accordance with the terms of the Senior Note Indenture.

3. *Class 4A: Pueblo Trade Claims*

Each Holder of an Allowed Class 4A Pueblo Trade Claim will receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Pueblo Trade Claim, the sum of (i) its Pro Rata share, with the Holders of Allowed Class 4B Claims, of the initial distribution of the Net Pueblo Liquidation Proceeds and (ii) its Pro Rata share of the Mirror Loan Transfer. After the date of the Mirror Loan Transfer, the holder of the Allowed Mirror Loan Transfer Claim will be deemed to receive its Pro Rata share, with the Holders of Allowed Class 4B Claims, of the net proceeds of any subsequent distributions of the Net Pueblo Liquidation Trust Proceeds. The Net Pueblo Liquidation Trust Proceeds will be distributed to the holders of Allowed Class 4A Pueblo Trade Claims pursuant to the terms of the Liquidation Trust Agreement. The initial Distribution to the Holders of Allowed Class 4A Claims shall be made on or before the 60<sup>th</sup> day following the Effective Date. For the avoidance of doubt, no Holder of an Allowed Class 4A Claim shall be paid an amount in excess of 98% of its Allowed Class 4A Claim. Following the date all Holders of Class 4A Claims have been paid 98% of their Allowed Class 4A Claims, all distributions that would otherwise be payable to the Holders of such Claims shall be paid to the Holder of the Allowed Mirror Loan Transfer Claim.

4. *Class 4B: Pueblo General Unsecured Claims*

Each holder of a Class 4B Allowed Pueblo General Unsecured Claim will receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Pueblo General Unsecured Claim, its Pro Rata share, with the Holders of Allowed Class 4A Claims, of the Net Pueblo Liquidation Trust Proceeds. The Net Pueblo Liquidation Trust Proceeds will be distributed to the holders of Class 4B Allowed Pueblo General Unsecured Claims pursuant to the terms of the Liquidation Trust Agreement.

5. *Class 4C: FLBN General Unsecured Claims*

Each holder of a Class 4C Allowed FLBN General Unsecured Claim will receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed FLBN General Unsecured Claim, a Pro Rata share of the Net FLBN Liquidation Trust Proceeds. The Net FLBN Liquidation Trust Proceeds will be distributed to the holders of Class 4C Allowed FLBN General Unsecured Claims pursuant to the terms of the Liquidation Trust Agreement.

6. *Class 4D: NSC General Unsecured Claims*

No Holder of a Class 4D NSC General Unsecured Claim shall receive a distribution on or account of such Class 4D NSC General Unsecured Claim. Each holder of a Class 4D NSC General Unsecured Claim is deemed to reject the Plan.

7. *Class 5A: Pueblo Penalty Claims and Subordinated Claims*

No Holder of a Class 5A Allowed Pueblo Penalty Claim or an Allowed Pueblo Subordinated Claim shall receive a distribution on or on account of such Class 5A Pueblo Penalty Claim or Subordinated Claim. Each holder of a Class 5A Pueblo Penalty Claim or Pueblo Subordinated Claim is deemed to reject the Plan.

8. *Class 5B: FLBN Penalty Claims and Subordinated Claims*

No Holder of a Class 5B Allowed FLBN Penalty Claim or an Allowed FLBN Subordinated Claim against any Debtor shall receive a distribution on or on account of such Class 5B FLBN Penalty Claim or FLBN Subordinated Claim. Each holder of a Class 5B FLBN Penalty Claim or FLBN Subordinated Claim is deemed to reject the Plan.

9. *Class 5C: NSC Penalty Claims and Subordinated Claims*

No Holder of a Class 5C Allowed NSC Penalty Claim or an Allowed NSC Subordinated Claim against any Debtor shall receive a distribution on or on account of such Class 5C NSC Penalty Claim or NSC Subordinated Claim. Each holder of a Class 5C NSC Penalty Claim or NSC Subordinated Claim is deemed to reject the Plan.

10. *Class 6A: Pueblo Equity Securities Interests*

No Holder of a Class 6A Allowed Pueblo Equity Securities Interest shall receive a distribution on or on account of such Class 6A Pueblo Equity Securities Interest and all such Pueblo Equity Securities Interests shall be cancelled upon the dissolution of Pueblo. Each holder of a Class 6A Pueblo Equity Securities Interest is deemed to reject the Plan.

11. *Class 6B: FLBN Equity Securities Interests*

No Holder of a Class 6B Allowed FLBN Equity Securities Interest shall receive a distribution on or on account of such Class 6B FLBN Equity Securities Interest and all such FLBN Equity Securities Interests shall be cancelled upon the dissolution of FLBN. Each holder of a Class 6B FLBN Equity Securities Interest is deemed to reject the Plan.

12. *Class 6C: NSC Equity Securities Interests*

No Holder of a Class 6C Allowed NSC Equity Securities Interest shall receive a distribution on or on account of such Class 6C NSC Equity Securities Interest and all such NSC Equity Securities Interest shall be cancelled upon the dissolution of NSC. Each holder of a Class 6C NSC Equity Securities Interest is deemed to reject the Plan.

**D. Special Provision Regarding Unimpaired Claims**

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

## ARTICLE IV.

### MEANS FOR IMPLEMENTATION OF THE PLAN

#### A. Continued Corporate Existence

Following the later of (i) the closing of the sale of the Blockbuster Assets or (ii) either the completion of the termination or assumption of the Pension Plan pursuant to ERISA (whichever occurs first and is approved by the PBGC), each of the Debtors shall cease to exist. Except as otherwise provided in the Confirmation Order, the Liquidation Trust Agreement, the Plan or any agreement, instrument or indenture relating thereto, on or after the Effective Date, all property of the Estates of the Debtors (except the Blockbuster Assets and the Pension Plan), and any property acquired by the Debtors under the Plan, shall vest in the Liquidation Trust and provide good title to such property free and clear of all Liens, charges, Claims, encumbrances, or Interests. On and after the Effective Date, the Liquidation Trustee may use, acquire or dispose of property and compromise or settle any Claims or Interests, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan, the Liquidation Trust Agreement and the Confirmation Order, and may pay the charges that it incurs on or after the Effective Date for Liquidation Trust Expenses, professionals' fees, disbursements, expenses or related support services (including fees related to the preparation of applications on account of Professional Fee Claims) without application to the Bankruptcy Court.

The Professionals employed by the Debtors or the Committee shall be entitled to reasonable compensation and reimbursement of actual and necessary expenses for post-Effective Date activities, including the preparation, filing, and prosecution of final fee applications, upon the submission of invoices to the Liquidation Trustee.

#### B. Dissolution Transactions

##### 1. *Dissolution Transactions Generally*

a. Prior to the Effective Date, the Debtors consummated the sale of their distribution center and 22 of their grocery stores to PS Acquisition, Inc. n/k/a Pueblo, Inc. The proceeds of such sale were first used to pay the Lender Secured Claims in full. The remaining proceeds from such sale, as well as the proceeds from certain other asset sales and from post-petition operations, were used to operate the Debtors' business and pay administrative expenses that became due and owing prior to the Effective Date. The remaining proceeds will be used to make the Plan distributions.

b. The Debtors and the Liquidation Trustee, as applicable, shall take all actions necessary or appropriate to enter into, implement and consummate the contracts, instruments, releases, indentures and other agreements or documents created in connection with or contemplated by the Plan, including but not limited to, upon the later of (i) the closing of the Sale of the Blockbuster Assets pursuant to the Purchase Agreement and (ii) either the completion of the termination or assumption of the Pension Plan pursuant to ERISA (whichever occurs first and is approved by the PBGC), the Debtors and the Liquidation Trustee will enter into such

Dissolution Transactions and will take such actions as may be necessary or appropriate to merge, dissolve or otherwise terminate the corporate existence of the Debtors as of the dissolution date. Notwithstanding the foregoing and regardless of whether the actions in the preceding sentence have yet been taken with respect to a particular Debtor, upon the transfer of the Net Blockbuster Sale Proceeds to the Liquidation Trust under the Plan and upon completion of the termination or assumption of the Pension Plan pursuant to ERISA (whichever occurs first and is approved by the PBGC), the Debtors shall be deemed dissolved and their business operations withdrawn for all purposes without any necessity of filing any document, taking any further action or making any payment to any governmental authority in connection therewith.

c. The actions to effect the Dissolution Transactions described above may include: (i) the execution and delivery of appropriate agreements or other documents of transfer, merger, consolidation, disposition, liquidation or dissolution, containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law, as well as other terms to which these entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, duty or obligation on terms consistent with the terms of the Plan and having such other terms as these entities may agree; (iii) the filing of appropriate certificates or articles of merger, consolidation, continuance or dissolution or similar instruments with the applicable governmental authorities; and (iv) the taking of all other actions that these entities determine to be necessary or appropriate, including making other filings or recordings that may be required by applicable law in connection with the Dissolution Transactions. The foregoing actions shall be taken on or about the Effective Date except as they relate to the Blockbuster Assets, the Pension Plan and the dissolution of the Debtors.

## 2. *Recourse Solely to Trust Accounts*

The Dissolution Transactions in Article IV.B.1 will not in any way merge the assets of the Debtors' Estates, including the Trust Accounts. All Claims against the Debtors are deemed fully satisfied, waived and released in exchange for the treatment of such Claims under the Plan, and holders of Allowed Claims against any Debtor will have recourse solely to the applicable Trust Accounts for the payment of their Allowed Claims in accordance with the terms of the Plan and the Liquidation Trust Agreement.

## 3. *Liquidation Trust*

### a. *Liquidation Trust Generally*

On or prior to the Effective Date, the Liquidation Trust shall be established pursuant to the Liquidation Trust Agreement for the purpose of liquidating the Liquidation Trust Assets, resolving all Disputed Claims, making all distributions to holders of Allowed Claims in accordance with the terms of the Plan and otherwise implementing the Plan and administering the Debtors' Estates. On the Effective Date, the Liquidation Trust Assets shall be transferred to, and vest in, the Liquidation Trust. Subject to and to the extent set forth in the Plan, the Confirmation Order, the Liquidation Trust Agreement or other agreement (or any other order of the Bankruptcy Court entered pursuant to or in furtherance hereof), the Liquidation Trust (and the Liquidation Trustee) shall be empowered to: (i) effect all actions and execute all agreements,

instruments and other documents necessary to implement the Plan; (ii) accept, preserve, receive, collect, manage, invest, supervise, prosecute, settle and protect the Liquidation Trust Assets (directly or through a Disbursing Agent), each in accordance with the Plan and Liquidation Trust Agreement; (iii) sell, liquidate, transfer, distribute or otherwise dispose of the Liquidation Trust Assets (directly or through a Disbursing Agent) or any part thereof or any interest therein pursuant to the procedures for allowing Claims and making distributions prescribed in the Plan; (iv) calculate and make distributions to holders of Allowed Claims pursuant to the procedures for allowing Claims and making distributions prescribed in the Plan; (v) establish and administer the Trust Accounts and, if necessary, any additional trust accounts; (vi) comply with the Plan and exercise the Liquidation Trustee's rights and fulfill its obligations thereunder; (vii) review, reconcile, settle or object to Claims and resolve such objections as set forth in the Plan; (viii) employ professionals to represent the Liquidation Trustee with respect to its responsibilities; (ix) file appropriate Tax returns and other reports on behalf of the Liquidation Trust and the Debtors and pay Taxes or other obligations owed by the Liquidation Trust and the Debtors; (x) exercise such other powers as may be vested in the Liquidation Trustee or as deemed by it to be necessary and proper to implement the provisions of the Plan and the Liquidation Trust Agreement in consultation with the Steering Committee; (xi) take such actions as are necessary or appropriate to close or dismiss any or all of the Chapter 11 Cases; (xii) manage the Blockbuster business pending the Sale and approve the Sale of the Blockbuster Assets pursuant to the Purchase Agreement and effect all actions and execute all agreements, instruments and other documents necessary to implement such Sale and (xiii) dissolve the Liquidation Trust in accordance with the terms of the Liquidation Trust Agreement. To the extent of any inconsistency between this Plan, the Confirmation Order and the Liquidation Trust Agreement, the terms of the Liquidation Trust Agreement control.

b. *Funding of the Liquidation Trust*

The Liquidation Trust will be funded in accordance with the terms of the Liquidation Trust Agreement with the respective Liquidation Trust Assets or the proceeds thereof.

c. *Liquidation Trustee*

The Liquidation Trustee shall be the exclusive trustee of the assets of the Liquidation Trust for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The powers, rights and responsibilities of the Liquidation Trustee shall be specified in the Liquidation Trust Agreement and shall include, subject to matters requiring approval of the Steering Committee (including, but not limited to reporting requirements, budget and approval to settle Claims or take other specific actions), the authority and responsibility to: (i) effect all actions and execute all agreements, instruments and other documents necessary to implement the Plan; (ii) accept, preserve, receive, collect, manage, invest, supervise, prosecute, settle and protect the Liquidation Trust Assets (directly or through a Disbursing Agent), each in accordance with the Plan and Liquidation Trust Agreement; (iii) sell, liquidate, transfer, distribute or otherwise dispose of the Liquidation Trust Assets (directly or through a Disbursing Agent) or any part thereof or any interest therein pursuant to the procedures for allowing Claims and making distributions prescribed in the Plan; (iv) calculate and make distributions to holders of Allowed Claims pursuant to the procedures for allowing Claims and making distributions



prescribed in the Plan; (v) establish and administer the Trust Accounts and, if necessary, any additional trust accounts; (vi) comply with the Plan and exercise the Liquidation Trustee's rights and fulfill its obligations thereunder; (vii) review, reconcile, compromise, settle, prosecute or object to Claims and resolve such objections as set forth in the Plan; (viii) employ professionals, including professionals already retained by the Estates, to represent the Liquidation Trust with respect to its responsibilities; (ix) file appropriate Tax returns and other reports on behalf of the Liquidation Trust and the Debtors and pay from Liquidation Trust Assets Taxes or other obligations owed by the Liquidation Trust and the Debtors; (x) exercise such other powers as may be vested in the Liquidation Trustee or as deemed by it to be necessary and proper to implement the provisions of the Plan and the Liquidation Trust Agreement in consultation with the Steering Committee; (xi) take such actions as are necessary or appropriate to close or dismiss any or all of the Chapter 11 Cases; (xii) manage the Blockbuster business pending the Sale and approve the Sale of the Blockbuster Assets pursuant to the Purchase Agreement and effect all actions and execute all agreements, instruments and other documents necessary to implement such Sale; (xiii) on or before the fifth Business Day following each Distribution Date, deliver the Distribution Report to the Report Recipients; and (xiv) dissolve the Liquidation Trust in accordance with the terms of the Liquidation Trust Agreement. The Liquidation Trustee shall distribute the Liquidation Trust Assets in accordance with the provisions of the Plan and the Liquidation Trust Agreement. Other rights and duties of the Liquidation Trustee and the beneficiaries of the Liquidation Trustee shall be as set forth in the Liquidation Trust Agreement.

The Liquidation Trust Agreement (or an employment agreement which shall be entered into by the Liquidation Trustee and the Liquidation Trust, which agreement shall be reasonably acceptable to the Debtors and the Committee) generally will provide for, among other things: (i) the payment of reasonable compensation and reimbursement of business expenses to the Liquidation Trustee; (ii) the payment of other expenses of the Liquidation Trust, including the cost of pursuing the claims assigned to the Liquidation Trust; (iii) the retention of counsel, accountants, financial advisors or other professionals, including, but not limited to the retention of Daniel J. O'Leary as a consultant, and the payment of their compensation; (iv) the investment of Cash by the Liquidation Trustee within certain limitations; (v) the preparation and filing of appropriate Tax returns and other reports on behalf of the Liquidation Trust and the Debtors and the payment of Taxes or other obligations owed by the Liquidation Trust and the Debtors; (vi) the orderly liquidation of the Liquidation Trust's assets; and (vii) any Causes of Action assigned to the Liquidation Trust, which may include the litigation, settlement, abandonment or dismissal of any claims, rights or causes of action assigned to the Liquidation Trust.

d. *Steering Committee*

On the Effective Date, the Steering Committee shall be formed with its duties including, but not limited to: (a) overseeing the General Unsecured Claims reconciliation and settlement process conducted by or on behalf of the Liquidation Trustee; (b) formulating with the Liquidation Trustee appropriate procedures for the settlement of Claims; (c) overseeing the distributions to the holders of General Unsecured Claims under this Plan; (d) appearing before and being heard by the Bankruptcy Court and other courts of competent jurisdiction in connection with the above limited duties; and (e) such other matters as may be agreed upon between the Liquidation Trustee and the Steering Committee or specified in this Plan or the Liquidation Trust Agreement. For so long as the Claims reconciliation process shall continue,

the Liquidation Trustee pursuant to the Liquidation Trust Agreement shall make regular reports to the Steering Committee as and when the Liquidation Trustee and the Steering Committee may reasonably agree upon. The Steering Committee may employ, without further order of the Bankruptcy Court, professionals to assist it in carrying out its duties as limited above, including any professionals retained in these Chapter 11 Cases, and the Liquidation Trustee shall pay the reasonable costs and expenses of the Steering Committee, including reasonable professional fees, in the ordinary course without further order of the Bankruptcy Court, from the Liquidation Trust Expense Account.

e. *Fees and Expenses of the Liquidation Trust*

Except as otherwise ordered by the Court, the Liquidation Trust Expenses shall be paid from the Liquidation Trust Expense Account in accordance with the Plan and the Liquidation Trust Agreement.

f. *Reports to be Filed by the Liquidation Trust*

The Liquidation Trustee, on behalf of the Liquidation Trust, shall post on the Document Website (and provide to any other party entitled to receive any such report pursuant to the Liquidation Trust Agreement) quarterly reports regarding the administration of property subject to its ownership and control pursuant to the Plan, distributions made by it and other matters relating to the implementation of the Plan.

g. *Expenses for Employees and Professionals of the Liquidation Trust*

The Liquidation Trustee, on behalf of the Liquidation Trust, may employ, without further order of the Bankruptcy Court, employees and professionals to assist in carrying out its duties hereunder and may compensate and reimburse the expenses of these employees and professionals without further order of the Bankruptcy Court from the Liquidation Trust Expense Account in accordance with the Plan and the Liquidation Trust Agreement.

h. *Indemnification*

The Liquidation Trust Agreement may include reasonable and customary indemnification provisions. Any such indemnification shall be the sole responsibility of the Liquidation Trust and payable solely from the Liquidation Trust Expense Account.

i. *Tax Treatment*

The Liquidation Trust generally is intended to be treated, for U.S. federal income Tax purposes, as a liquidating trust within the meaning of Treasury Regulations Section 301.7701-4(d), for the benefit of the holders of Allowed Claims entitled to distributions of Pending Payments, as more specifically provided for under the Liquidation Trust Agreement. Accordingly, for all federal income Tax purposes the transfer of Liquidation Trust Assets to the Liquidation Trust will be treated as a transfer of the Pending Payments directly from the Debtors to the holders of such Allowed Claims followed by the transfer of such Pending Payments by the holders of Allowed Claims to the Liquidation Trust in exchange for rights to Pro Rata distributions from the Liquidation Trust. The holders of Allowed Claims will be treated for

federal income Tax purposes as the grantors and deemed owners of their respective shares of the Liquidation Trust Assets in the amounts of the Pending Payments and any earnings thereon. The Liquidation Trustee will be required by the Liquidation Trust Agreement to file federal Tax returns for the Liquidation Trust as a grantor trust with respect to any Pending Payments pursuant to applicable Treasury Regulations, and any income of the Liquidation Trust will be treated as subject to Tax on a current basis. The Liquidation Trust Agreement will provide that the Liquidation Trustee will pay any such Taxes imposed on it from the Liquidation Trust Assets as required by law and in accordance with Article IV.B.3.c. In addition, the Liquidation Trust Agreement will require consistent valuation by the Liquidation Trustee and the holders of Allowed Claims, for all federal income Tax purposes, of any property held by the Liquidation Trust. The Liquidation Trust Agreement will provide that termination of the trust will occur no later than seven years after the Effective Date, *provided, however*, that, on or prior to the date of such termination, the Liquidation Trustee may extend the term of the Liquidation Trust for a finite period, if such an extension is necessary to liquidate the Liquidation Trust Assets or for other good cause. Multiple extensions may be obtained so long as the Liquidation Trustee extends such terms prior to the expiration of each extended term; *provided, however*, that, each such extension is approved by the Bankruptcy Court within six months after the beginning of such extended term and the Liquidation Trustee receives an opinion of counsel or a favorable ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Liquidation Trust as a grantor trust for federal income tax purposes. In each case, the Liquidation Trustee shall post a notice on the Document Website at least 30 days prior to the end of any applicable term. The Liquidation Trust Agreement also will limit the investment powers of the Liquidation Trustee in accordance with IRS Rev. Proc. 94-45 and will require the Liquidation Trust to distribute at least annually to the holders of Allowed Claims (as such may have been determined at such time) its net income (net of any payment of or provision for Taxes), except for amounts retained as reasonably necessary to maintain the value of the Liquidation Trust Assets or to meet Claims and contingent liabilities (including Disputed Claims).

j. *Abandonment and Destruction of Documents*

Unless otherwise required by applicable non-bankruptcy law, the Liquidation Trustee is authorized and empowered to, pursuant to sections 105 and 554 of the Bankruptcy Code and Bankruptcy Rule 6007, abandon and destroy any and all documents, including electronic files, of or related to the Debtors that the Liquidation Trustee, as a prudent person, determines are burdensome or of inconsequential value and benefit to the Liquidation Trust, all without further notice or hearing or order of the Bankruptcy Court. Unless otherwise required by applicable law or this Plan, upon the third (3rd) anniversary of the termination of the Liquidating Trust Agreement, any and all documents in the possession of the Debtors' Professionals and the Committee's Professionals as a result of or arising in any way out of their representation of the Debtors and/or the Committee, respectively, shall be deemed destroyed and no Person shall be entitled to obtain such documents. All records related to the Pension Plan, or any other pension plan covered by Title IV of ERISA shall be turned over to the PBGC or its designee.

## C. Corporate Action

### 1. *Certificates of Incorporation and Bylaws*

Consistent with Article IV.A., each of the Debtors will cease to exist, and all existing certificates of incorporation and by-laws will be canceled, as of the dissolution date; accordingly, no new certificates of incorporation and by-laws will be necessary.

### 2. *Corporate Action*

The Dissolution Transactions and the following corporate actions and transactions will occur and be effective as of the date specified in the documents effectuating the applicable Dissolution Transactions (or other transactions) or the Effective Date, if no such other date is specified in such other documents, and will be authorized and approved in all respects and for all purposes without any requirement of further action by the Debtors, the Liquidation Trustee or any other person or Entity: (a) the establishment of the Liquidation Trust; (b) the appointment of the Liquidation Trustee to act on behalf of the Liquidation Trust; (c) the transfer of the Liquidation Trust Assets to the Liquidation Trust; (d) the creation of the Trust Accounts; (e) the distribution of Cash pursuant to the Plan; (f) the adoption, execution, delivery and implementation of all contracts, instruments, releases and other agreements or documents related to any of the foregoing; (g) the adoption, execution and implementation of the Liquidation Trust Agreement; and (h) the other matters provided for under the Plan involving the corporate structure of any Debtor or corporate action to be taken by or required of any Debtor or the Liquidation Trustee.

### 3. *Cancellation of the Equity Securities, Senior Secured Notes and Senior Note Indenture*

On the Effective Date (with respect to the Senior Secured Notes) or the dissolution of the Debtors (with respect to the Equity Securities), except as otherwise provided for herein, (i) the Senior Secured Notes, the Equity Securities and any other note, bond, indenture, or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors, shall be cancelled, and (ii) the obligations of the Debtors under any agreements, indentures or certificates of designations governing the Senior Secured Notes, the Equity Securities and any other note, bond, indenture or other instrument or document evidencing or creating any indebtedness or obligation of the Debtors, shall be discharged; *provided, however*, that each indenture or other agreement that governs the rights of the holder of a Claim and that is administered by an indenture trustee, an agent, or a servicer shall continue in effect solely for the purposes of (a) allowing such indenture trustee, agent, or servicer to make the distributions to be made on account of such Claims under the Plan as provided in Article III hereof and (b) permitting such indenture trustee, agent, or servicer to maintain any rights or liens it may have for fees, costs and expenses under such indenture or other agreement; *provided, further*, that the provisions of clause (b) of this paragraph shall not result in any expense or liability to the Liquidation Trustee. Neither the Debtors nor the Liquidation Trustee shall have any obligations to the Indenture Trustee other than as specifically provided in the Senior Note Indenture, this Plan (including the Liquidation Trust Agreement) or the Plan Supplement.

#### **D. No Revesting Of Assets**

Except for the Blockbuster Assets, the property of the Debtors' Estates shall not re-vest in the Debtors on or after the Effective Date but shall be deposited in the Trust Accounts and will vest in the Liquidation Trust to be administered by the Liquidation Trustee in accordance with the Plan and the Liquidation Trust Agreement. For the avoidance of doubt, the Blockbuster Assets shall remain in their respective Estates until the closing contemplated by the Purchase Agreement.

#### **E. Trust Accounts**

On or prior to the Effective Date, the following Trust Accounts will be established and maintained in federally insured domestic banks in the name of the Liquidation Trustee and, if applicable, the Disbursing Agent for each such Trust Account. On the Effective Date, the Trust Accounts and the contents thereof, if any, will be transferred to and irrevocably vest in the Liquidation Trust. No later than ten days prior to the hearing to consider Confirmation of the Plan, (a) the Committee and the Debtors will agree on the amounts to be funded into each of the Trust Accounts on the Effective Date and (b) the Debtors will file a revised Liquidation Trust Agreement reflecting such funding amounts.

##### *1. Liquidation Trust Accounts*

###### **a. Creation and Funding**

On or prior to the Effective Date, the Pueblo Liquidation Trust Account and the FLBN Liquidation Trust Account will be established to pay Allowed Claims against the Pueblo Liquidation Trust Assets and the FLBN Liquidation Trust Assets, respectively. The Liquidation Trust Accounts will be funded by the transfer of the Liquidation Trust Assets or the proceeds thereof from the respective Debtors.

###### **b. Closure**

Upon obtaining an order of the Bankruptcy Court authorizing final distribution and closure of the Chapter 11 Cases, any funds remaining in the Liquidation Trust Accounts shall be distributed in accordance with the Plan and the Liquidation Trust Agreement.

##### *2. Liquidation Trust Expense Account*

###### **a. Creation and Funding**

On or after the Effective Date, the Liquidation Trust Expense Account will be established to pay Liquidation Trust Expenses. The Liquidation Trust Expense Account will be funded by the transfer of funds from each of the Liquidation Trust Accounts by the Liquidation Trustee in amounts determined by the Liquidation Trustee with the consent of the Steering Committee. The Liquidation Trustee will act as the Disbursing Agent for the Liquidation Trust Expense Account.

**b. Closure**

Upon obtaining an order of the Bankruptcy Court authorizing final distribution and closure of the Chapter 11 Cases, any funds remaining in the Liquidation Trust Expense Account shall be distributed in accordance with the Plan and the Liquidation Trust Agreement.

**F. Preservation Of Rights Of Action; Settlement Of Causes of Action**

1. *Preservation of Rights of Action*

Except as provided in the Plan or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan including the Liquidation Trust Agreement, in accordance with section 1123(b) of the Bankruptcy Code, the Liquidation Trustee will retain and may enforce any claims, demands, rights and Causes of Action that any Estate may hold against any person or Entity to the extent not released under Article XI.H or otherwise. The Liquidation Trustee may pursue such retained claims, demands, rights or causes of action, as appropriate, in accordance with the best interests of the Estate or Estates that held such claims, demands, rights or causes of action. Any recovery of Cash by the Liquidation Trustee on account of such actions will be deposited in the Liquidation Trust Account of the applicable Debtor and distributed pursuant to the terms of the Plan and the Liquidation Trust Agreement.

2. *Comprehensive Settlement of Claims and Controversies*

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

**G. Exclusive Right to Modify Plan**

The Debtors shall retain the exclusive right to amend or modify the Plan, and to solicit acceptances of any amendments to or modifications of the Plan, through and until the Effective Date, in consultation with the Committee.

**H. Effectuating Documents; Further Transactions**

The chairman of the board of directors, president, chief financial officer, manager or any other appropriate officer of the Debtors, or after the Effective Date, the Liquidation Trustee, shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such actions as may be necessary or appropriate to

effectuate and further evidence the terms and conditions of the Plan. The secretary or assistant secretary of the Debtors, or after the Effective Date, the Liquidation Trustee, shall be authorized to certify or attest to any of the foregoing actions.

#### **I. Exemption From Certain Transfer Taxes**

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

### **ARTICLE V.**

#### **ACCEPTANCE OR REJECTION OF THE PLAN**

##### **A. Classes Entitled To Vote**

Each Impaired Class of Claims or Interests that will (or may) receive or retain property or any interest in property under the Plan, shall be entitled to vote to accept or reject the Plan. By operation of law, each Unimpaired Class of Claims is deemed to have accepted the Plan and, therefore, is not entitled to vote to accept or reject the Plan.

##### **B. Acceptance By Impaired Classes**

An Impaired Class of Claims shall have accepted the Plan if (i) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept the Plan. An Impaired Class of Interests shall have accepted the Plan if (i) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Interests actually voting in such Class have voted to accept the Plan. With respect to Class 2A, such Class is deemed to accept the Plan for Pueblo in the event that the Plan for NSC is accepted by Class 2B.

The Debtors' Estates are not being substantively consolidated - the Plan is thus three separate Plans. To confirm the Plan with respect to (i) NSC, the Holders of Allowed Claims in Class 2B must vote to accept the Plan, (ii) Pueblo, the Holders of Allowed Claims in Class 4A OR 4B must vote to accept the Plan, and (iii) FLBN, the Holders of Allowed Claims in Class 4C must vote to accept the Plan.

## ARTICLE VI.

### PROVISIONS GOVERNING DISTRIBUTIONS

#### **A. Distributions For Claims Allowed As Of The Effective Date**

Except as otherwise provided herein or as ordered by the Bankruptcy Court, distributions to be made on account of Administrative Claims, Priority Tax Claims, Priority Claims and Secured Claims that are Allowed Administrative Claims, Priority Tax Claims, Priority Claims and Secured Claims as of the Effective Date shall be made as of the Effective Date and will be deemed made on the Effective Date if made no later than 60 days after the Effective Date, or as soon thereafter as practicable.

#### **B. Interest On Claims**

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

#### **C. Disbursing Agent**

The Disbursing Agent shall make all distributions required under this Plan (subject to the provisions of Articles III and VII hereof) except distributions to the Holders of Allowed Class 2B Senior Secured Note Claims, which distributions shall be deposited with the Indenture Trustee, who shall deliver such distributions to the Holders of such Claims in accordance with the provisions of this Plan and the terms of the Senior Note Indenture.

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

#### **D. Intentionally omitted.**

#### **E. Claims Paid or Payable by Third Parties**

##### *1. Claims Paid by Third Parties*

The Debtors or the Liquidation Trustee, as applicable, shall reduce a Claim (i) in full to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or the Liquidation Trust or (ii) in part to the extent that the Holder of such Claim receives a partial payment on account of such Claim from a party that is not a Debtor or the Liquidation Trust, and such Claim shall be disallowed or reduced, as the case may be, without a Claims objection having to be filed and without any further notice to or action, order,



or approval of the Bankruptcy Court. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or the Liquidation Trust on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the Liquidation Trust, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the two-week grace period specified above until the amount is repaid.

2. *Claims Payable by Third Parties*

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

3. *Applicability of Insurance Policies*

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

**F. Services Of Indenture Trustees, Agents, And Servicers**

The services, with respect to the Effective Date, of indenture trustees, agents, and servicers under indentures and other agreements that govern the rights of Holders of Claims, shall be as set forth in Article IV.C.3 and elsewhere in the Plan.

**G. Compensation and Reimbursement for Services Related to Distributions and Cash Investment Yield**

1. *Compensation and Reimbursement*

In accordance with the Terms of the Liquidation Trust Agreement, each Disbursing Agent providing services related to distributions pursuant to the Plan will receive from the Liquidation Trust Expense Account, without further Bankruptcy Court approval, reasonable compensation for such services and reimbursement of reasonable out-of-pocket expenses incurred in connection with such services. These payments will be made on terms agreed to with the Liquidation Trustee and will not be deducted from distributions (including any

distributions of Cash Investment Yield) to be made pursuant to the Plan to holders of Allowed Claims receiving distributions from a Disbursing Agent.

## 2. *Investment of Cash Related to Distributions*

To assist in making distributions under the Plan, the applicable Trust Accounts may be held in the name of one or more Disbursing Agents for the benefit of holders of Allowed Claims under the Plan. The Disbursing Agents will invest the Cash in the Trust Accounts as directed by the Liquidation Trustee in accordance with the Debtors' investment and deposit guidelines or other applicable law; *provided, however*, that should such Liquidation Trustee determine, in its sole discretion, that the administrative costs associated with such investment will exceed the return on such investment, the Liquidation Trustee may direct the Disbursing Agent to not invest such Cash. Distributions of Cash from accounts held by Disbursing Agents will include a Pro Rata share of the Cash Investment Yield, if any, from such investment of Cash.

## **H. Notification Date For Distributions To Holders Of Debt and Equity Securities**

At the close of business on the Effective Date, the transfer ledgers for the Senior Secured Notes and Common Stock shall be closed, the Claims register for transfer of Claims and Interests pursuant to Bankruptcy Rule 3001(e) will also be closed and there shall be no further changes in the record holders of the Senior Secured Notes and the Common Stock. The Disbursing Agent shall have no obligation to recognize any transfer of such Senior Secured Notes or Common Stock occurring after the Effective Date and shall be entitled instead to recognize and deal for all purposes hereunder with only those holders stated on the applicable transfer ledgers as of the close of business on the Effective Date.

## **I. Means Of Cash Payment**

Cash payments made pursuant to this Plan shall be in U.S. funds, by the means agreed to by the payor and the payee, including by check or wire transfer, or, in the absence of an agreement, such commercially reasonable manner as the payor shall determine in its sole discretion; *provided, however*, Cash payments made pursuant to this Plan to the Indenture Trustee shall be made only by wire transfer.

## **J. Delivery Of Distributions**

Distributions to Holders of Allowed Claims shall be made by the Disbursing Agent or Indenture Trustee, as the case may be, (i) at the addresses set forth on the proofs of Claim filed by such Holders (or at the last known addresses of such Holders if no proof of Claim is filed or if the Debtors have been notified in writing of a change of address), (ii) at the addresses set forth in any written notices of address changes delivered to the Disbursing Agent after the date of any related proof of Claim, (iii) at the addresses reflected in the Schedules if no proof of Claim has been filed and the Disbursing Agent has not received a written notice of a change of address, or (iv) in the case of the Holder of a Claim that is governed by an indenture or other agreement and is administered by an indenture trustee, agent, or servicer, at the addresses contained in the official records of such indenture trustee, agent, or servicer, or (v) at the addresses set forth in a properly completed letter of transmittal accompanying securities properly remitted to the Debtors. If any Holder's distribution is returned as undeliverable, no further distributions to such

Holder shall be made unless and until the Disbursing Agent its agent, or servicer is notified of such Holder's then current address, at which time all missed distributions shall be made to such Holder without interest. Amounts in respect of undeliverable distributions made through the Disbursing Agent or the indenture trustee, agent, or servicer, shall be returned to the Liquidation Trust until such distributions are claimed. All claims for undeliverable distributions must be made on or before the second (2nd) anniversary of the Effective Date, after which date all unclaimed property shall revert to the Liquidation Trust Account from which it was disbursed free of any restrictions thereon and the claim of any Holder or successor to such Holder with respect to such property shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

For the avoidance of doubt, notwithstanding anything contained in this Plan, the Indenture Trustee may deliver distributions to the Holders of Allowed Class 2B Senior Secured Note Claims, in accordance with (i) the provisions of this Plan and the terms of the Senior Note Indenture and (ii) the customary practices and procedures of the Depository Trust Company.

#### **K. Fractional Dollars; De Minimis Distributions**

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

#### **L. Withholding And Reporting Requirements**

In connection with this Plan and all distributions hereunder, the Disbursing Agent shall, to the extent applicable, comply with all tax withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Disbursing Agent shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements including, without limitation, withholding distributions from any beneficiary who fails to provide a completed IRS Form W-9 or other requested tax information.

#### **M. Setoffs**

Except with respect to Claims of a Debtor released pursuant to the Plan or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan or in the Chapter 11 Cases, the Disbursing Agent, as instructed by the Liquidation Trustee pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, may setoff against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Claim (before any distribution is made on account of such Claim) the claims, rights and causes of action of any nature that the applicable Debtor may hold against the holder of such Allowed Claim; *provided, however*, that neither the failure to effect a setoff nor the

allowance of any Claim hereunder will constitute a waiver or release by the applicable Debtor of any claims, rights and causes of action that the Debtor or Debtors may possess against such a Claim holder, which are expressly preserved under Article IV.F.

#### **N. Rejection**

On the Effective Date, and to the extent permitted by applicable law, all of the Debtors' executory contracts and unexpired leases will be rejected by the Debtors, unless such executory contract or unexpired lease:

(a) is identified as part of the Plan Supplement as a contract or lease that is being assumed pursuant to the Plan;

(b) is the subject of a motion to assume filed on or before the Confirmation Date, or

(c) is the subject of an agreement, entered into on or before the Confirmation Date, among the Debtors and the counterparty to such executory contract to extend the time to assume or reject such executory contract to a date subsequent to the Confirmation Date.

#### **O. Executory Contracts and Unexpired Leases Related to Real Property**

Each executory contract and unexpired lease that is assumed and relates to the use, ability to acquire, or occupancy of real property will include (a) all amendments, modifications, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affect such executory contract or unexpired lease, and (b) all executory contracts or unexpired leases and other rights appurtenant to the property, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements, vaults, tunnel or bridge agreements or franchises, and any other equity interests in real estate or rights in related to such premises, except to the extent that any of the foregoing agreements has been rejected pursuant to an order of the Bankruptcy Court or is the subject of a motion to reject filed on or before the Confirmation Date or such other date agreed to by the Debtors and the counterparty to such executory contract.

#### **P. Cure Costs and Bar Dates**

##### *1. Cure*

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

the entry of a Final Order resolving the dispute and approving the assumption or assumption and assignment, as the case may be.

2. *Bar Date for Filing Claims for Rejection Damages*

If the rejection of an executory contract or unexpired lease gives rise to a Claim, a proof of Claim must be served upon the Debtors and the Debtors' counsel within 30 days after the later of (a) service of notice of entry of the Confirmation Order; or (b) service of such other notice that the executory contract or unexpired lease has been rejected. Any claim not served within such time period will be forever barred. Each such Claim will constitute a Class 4B or Class 4C Claim, as the case may be, to the extent such Claim is Allowed by the Bankruptcy Court.

3. *Cure Escrow*

The Liquidation Trustee shall maintain the escrow for cure payments created pursuant to (a) paragraph O of the Order Authorizing and Approving (I) the Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims and Encumbrances, (II) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Assumption of Certain Liabilities (D.I. No. 495), (b) the Notice of Disputed Cure Amounts filed in connection therewith (D.I. No. 599) and (c) paragraph O of the Order Authorizing and Approving (I) the Sale of Pueblo's De Diego Assets Free and Clear of Liens, Claims and Encumbrances, (II) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Assumption of Certain Liabilities (D.I. No. 1060). The escrowed cure funds shall only be disbursed upon further order of this Court or by agreement of the relevant parties who have an interest in such funds.

**Q. Reservation of Rights**

Neither of the exclusion nor inclusion of any contract or lease in the Plan Supplement, the Schedules or anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an executory contract or unexpired lease.

**ARTICLE VII.**

**PROCEDURES FOR RESOLVING DISPUTED,  
CONTINGENT, AND UNLIQUIDATED CLAIMS**

**A. Objection Deadline; Prosecution Of Objections**

As soon as practicable, but in no event after the later of (i) one hundred and eighty (180) days after the Effective Date (unless extended by an order of the Bankruptcy Court) and (ii) the date such Claim or Interest is filed upon the Debtors, or the Debtors until the Effective Date, and thereafter the Liquidation Trustee, shall file objections to Claims and Interests with the Bankruptcy Court and serve such objections upon the holders of each of the Claims or Interests to which objections are made. Nothing contained herein, however, shall limit the Liquidation Trustee right to object to Claims or Interests, if any, filed or amended more than one hundred and eighty (180) days after the Effective Date.

## **B. Estimation of Claims**

Any Debtor or the Liquidation Trustee may at any time request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether such Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any claim, including during the pendency of any appeal related to any such objection. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

## **C. No Distributions Pending Allowance**

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

## **D. Distribution Reserve**

The Disbursing Agent shall withhold the Distribution Reserve from the Cash or other property (other than the Cash to be distributed to the Indenture Trustee for the ratable benefit of the holders of Allowed Class 2B Senior Secured Notes Secured Claims) to be distributed under the Plan. As to any Disputed Claim, upon a request for estimation by the Debtors or, after the Effective Date, the Liquidation Trustee, the Bankruptcy Court shall determine what amount is sufficient to withhold as the Distribution Reserve. The Debtors or, after the Effective Date, the Liquidation Trustee may request estimation for any Disputed Claim that is unliquidated and the Disbursing Agent shall withhold the Distribution Reserve based upon the estimated amount of such Claim as set forth in a Final Order. In no event shall the holder of a Disputed Claim be entitled to a distribution in excess of the amount at which the Bankruptcy Court has estimated such Disputed Claim. If the Debtors or the Liquidation Trustee elect not to request such estimation from the Bankruptcy Court with respect to a Disputed Claim that is liquidated, the Disbursing Agent shall withhold the Distribution Reserve based upon the Face Amount of such Claim.

## **E. Adjustment to Claims and Interests Without Objection**

Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Debtors or the Liquidation Trustee, as applicable, without a claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

**F. Intentionally Omitted**

**G. Amendments To Claims**

On or after the Effective Date, except as provided in herein or otherwise agreed, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court, the Debtors or the Liquidation Trustee, and any such new or amended Claim filed shall be deemed disallowed in full and expunged without any further action or order of the Bankruptcy Court.

**H. Intentionally Omitted**

**I. Intentionally Omitted**

**J. Distributions After Allowance**

The Disbursing Agent shall make payments and distributions from the Distribution Reserve to each holder of a Disputed Claim that has become an Allowed Claim in accordance with the provisions of the Plan governing the class of Claims to which such holder belongs. On the next succeeding interim distribution date after the date that the order or judgment of the Bankruptcy Court allowing all or part of such Claim becomes a Final Order, the Disbursing Agent shall distribute to the holder of such Claim any Cash or other property in the Distribution Reserve that would have been distributed on the Quarterly Distribution Date had such Allowed Claim been allowed on the Distribution Date. After a Final Order has been entered, or other final resolution has been reached, with respect to each Disputed Claim, any Cash or other property remaining in the Distribution Reserve shall become property of the Liquidation Trust and distributed in accordance with the Plan. For the avoidance of all doubt, any portion of the Mirror Loan Transfer (plus interest accruing on the Mirror Loan Transfer since the date of such transfer) remaining in the Distribution Reserve after every Claim in Class 4A that was a Disputed Claim has been resolved by a Final Order or pursuant to the Plan shall be paid to the Indenture Trustee for distribution to the Holders of Allowed Class 2B Senior Secured Note Claims in accordance with the terms of the Senior Note Indenture. All distributions made under Article VII.D of the Plan on account of an Allowed Claim shall be made together with any dividends, payments, or other distributions made on account of, as well as any obligations arising from, the distributed property, as if such Allowed Claim had been an Allowed Claim on the Quarterly Distribution Date. Notwithstanding the foregoing, the Disbursing Agent shall not be required to make distributions under Article VII.D more frequently than once every 120 days or to make any individual payments in an amount less than \$25.00. If at the time of the winding up of the Liquidation Trust the Liquidation Trust has cash or other cash assets that the Liquidation Trustee determines cannot be efficiently distributed taking into account the value of such assets and the cost of distribution, such assets may be donated to a nationally-recognized charity selected by the Liquidation Trustee.

**K. General Unsecured Claims**

Notwithstanding the contents of the Schedules, Claims listed therein as undisputed, liquidated and not contingent shall be reduced by the amount, if any, that was paid by the Debtors prior to the Effective Date including pursuant to orders of the Bankruptcy Court. To the

extent such payments are not reflected in the Schedules, such Schedules will be deemed amended and reduced to reflect that such payments were made. Nothing in the Plan shall preclude the Liquidation Trustee from paying, pursuant to the terms of the Liquidation Trust Agreement, Claims that the Debtors were authorized to pay pursuant to any Final Order entered by the Bankruptcy Court prior to the Confirmation Date.

**L. Compliance with Tax Requirements/Allocations**

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

**M. Termination of All Employee and Workers' Compensation Benefits**

Expect (i) as otherwise provided in the Liquidation Trust Agreement and (ii) with respect to the employees of the Debtors' Blockbuster stores, all existing employee benefit plans and workers' compensation benefits not previously expired or terminated by the Debtors will be terminated on or before the (a) Effective Date or, (b) the dissolution date, solely with respect to with respect to the employees of the Debtors' Blockbuster stores. Notwithstanding the foregoing, the Debtors' obligations to the Pension Plan will be terminated by the PBGC as of the Effective Date.

**N. Limitations on Amounts to Be Distributed to Holders of Allowed Insured Claims**

Distributions under the Plan to each holder of an Allowed Insured Claim will be in accordance with the treatment provided under the Plan for the Class in which such Allowed Insured Claim is classified, but solely to the extent that such Allowed Insured Claim is not satisfied from proceeds payable to the holder thereof under any pertinent insurance policies as provided in Article VI.E and applicable law. Nothing in this Article VII.N will constitute a waiver of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities that any Entity may hold against any other Entity, including the Debtors' insurance carriers.

**O. Release of Liens**

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article III, all Liens against the property of any Estate will be fully released and discharged, and all of the right, title



and interest of any holder of such Liens, including any rights to any collateral thereunder, shall attach to and be enforceable solely against the applicable Liquidation Trust Assets held in the applicable Trust Account in accordance with and subject to the terms of the Plan. All such Liens against the Liquidation Trust Assets shall be fully released and discharged upon the holder of the Liens receiving its full distribution under the Plan or upon the Effective Date if the holder of the Lien is not entitled to any distribution under the Plan. The provisions of this Article VII.O shall not apply to any charging lien under Senior Note Indenture.

## **ARTICLE VIII.**

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

#### **A. Conditions To Confirmation**

The Bankruptcy Court shall not enter the Confirmation Order unless and until (i) the Confirmation Order shall be reasonably acceptable in form and substance to the Debtors and the Committee and (ii) the Confirmation Order includes a finding of fact that the Debtors, the Committee, and their respective present and former members, officers, directors, employees, advisors, attorneys, and agents acted in good faith within the meaning of and with respect to all of the actions described in section 1125(e) of the Bankruptcy Code and are therefore not liable for the violation of any applicable law, rule, or regulation governing such actions.

#### **B. Conditions To Consummation**

The following are conditions precedent to the occurrence of the Effective Date, each of which must be (i) satisfied or (ii) waived in accordance with Article VIII.D. below:

1. The Confirmation Order, in form and substance reasonably acceptable to the Debtors and the Committee, confirming the Plan, as the same may have been modified, must have become a Final Order and must, among other things, provide that:

(a) the Debtors and the Liquidation Trustee are authorized and directed to take all actions necessary or appropriate to enter into, implement and consummate the contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan;

(b) the provisions of the Confirmation Order are nonseverable and mutually dependent;

(c) the transfers of property by the Debtors (a) to the Liquidation Trust (i) are or will be legal, valid, and effective transfers of property, (ii) vest or will vest the Liquidation Trust with good title to such property free and clear of all Liens, charges, Claims, encumbrances, or Interests, except as expressly provided in the Plan or Confirmation Order, (iii) do not and will not constitute avoidable transfers under the Bankruptcy Code or under applicable bankruptcy or nonbankruptcy law, and (iv) do not and will not subject the Liquidation Trust to any liability by reason of such transfer under the Bankruptcy Code or under applicable nonbankruptcy law, including, without limitation, any laws affecting successor or transferee liability, and (b) to

Holders of Claims under the Plan are for good consideration and value and are in the ordinary course of the Debtors' business; and

(d) the FLBN-NSC Allowed Intercompany General Unsecured Claim, the FLBN-Pueblo Allowed Intercompany General Unsecured Claim, the FLBN Allowed Trade Claim, the Keon Allowed Administrative Claim, the Keon Allowed FLBN General Unsecured Claim, the Confirmation Bonus, the Mirror Loan Note Claim, the O'Leary Allowed FLBN General Unsecured Claim, the PBGC Allowed Administrative Claim, the PBGC Allowed General Unsecured Claim, the PBGC Allowed Pueblo Other Priority Claim, the Senior Note Secured Claim and the ASM Allowed Claims are each Allowed Claims as provided in the Plan.

2. The Liquidation Trust Agreement, in form reasonably satisfactory to the Debtors, the Liquidation Trustee and the Committee shall have been executed and delivered, and all conditions precedent thereto shall have been satisfied.

3. All authorizations, consents, and regulatory approvals required, if any, in connection with the Effective Date shall have been obtained.

4. Confirmation shall have occurred and the Confirmation Order shall have been entered by the Bankruptcy Court on or before September 15, 2009.

5. The Effective Date shall occur on or before September 30, 2009.

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

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

### **C. Substantial Consummation**

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

### **D. Waiver Of Conditions**

Each of the conditions set forth in Article VIII, except for Article VIII.B.4 (related to the requirement of Confirmation and entry of the Confirmation Order), may be waived in whole or in part by the Plan Proponents jointly without any notice to parties in interest except the Bankruptcy Court and without a hearing. The failure to satisfy or waive any condition to the Effective Date may be asserted by the Plan Proponents regardless of the circumstances giving rise to the failure of such condition to be satisfied. The failure of the Plan Proponents to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right that may be asserted at any time.

## ARTICLE IX.

### MODIFICATIONS AND AMENDMENTS

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

For the avoidance of doubt, the Plan Proponents may seek Confirmation of the Plan with respect to some but not all of the Debtors in the event that an Impaired Class of Creditors of one of the Debtors does not vote to accept the Plan.

## ARTICLE X.

### RETENTION OF JURISDICTION

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

A. Allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the allowance or priority of Claims or Interests;

B. Hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 327, 328, 330, 331, 503(b), 1103 or 1129(a)(4) of the Bankruptcy Code; *provided, however*, that from and after the Effective Date, the payment of fees and expenses of professionals retained by the Liquidation Trustee shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

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

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

but not limited to, any and all motions for approval of asset sales by the Debtors filed by the Debtors on or before the Effective Date;

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

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

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

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

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

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

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

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

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

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

O. Enter a final decree closing the Chapter 11 Cases.

## ARTICLE XI.

### MISCELLANEOUS PROVISIONS

#### A. Bar Dates For Certain Claims

##### 1. *Administrative Claims: Substantial Contribution Claims*

The Confirmation Order will establish an Administrative Claims Bar Date for filing of all Administrative Claims, including Substantial Contribution Claims (but not including Claims for Professional Fees or Claims for Committee Member Expenses), which date will be 45 days after the Effective Date. Holders of asserted Administrative Claims, other than Claims for Professional Fees or the expenses of the members of the Committee not paid prior to the Effective Date and Claims for U.S. Trustee Fees under 28 U.S.C. § 1930, administrative claims previously paid and administrative ordinary course claims previously paid must submit proofs of Administrative Claim on or before such Administrative Claims Bar Date or forever be barred from doing so. A notice prepared by the Debtors will set forth such date and constitute notice of this Administrative Claims Bar Date. The Liquidation Trustee shall have 90 days (or such longer period as may be allowed by order of the Bankruptcy Court) following the Administrative Claims Bar Date to review and object to such Administrative Claims before a hearing for determination of allowance of such Administrative Claims.

##### 2. *Administrative Ordinary Course Liabilities*

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

##### 3. *Administrative Tax Claims*

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

file and properly serve such a claim by the applicable bar date shall be forever barred from asserting any such claim against the Debtors, the Liquidation Trust or their property, regardless of whether any such Claim is deemed to arise prior to, on, or subsequent to the Effective Date. Any interested party desiring to object to an Administrative Claim for taxes must file and serve its objection on counsel to the Debtors, Liquidation Trustee and the relevant taxing authority no later than ninety (90) days after the taxing authority files and serves its application.

#### 4. *Professional Fee Claims*

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

#### **B. Payment Of Statutory Fees**

All fees payable pursuant to section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation shall be paid on or before the Effective Date. Nothing in the Plan shall affect each Debtor's individual obligation to pay quarterly fees pursuant to 28 U.S.C. § 1930(a)(6) after the Effective Date until the conversion, dismissal or closing of a particular case.

#### **C. Severability Of Plan Provisions**

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

#### **D. Successors And Assigns**

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

**E. Committee**

Effective on the Effective Date, the duties of the Committee shall terminate and the Committee shall dissolve, except with respect to any appeal of an order in the Chapter 11 Cases and applications for Professional Fees.

**F. Exculpation And Limitation Of Liability**

**None of the Debtors, Liquidation Trust, the Committee, the Indenture Trustee or any of their respective present or former members, managers, officers, directors, employees, advisors, attorneys, or agents, shall have or incur any liability to any holder of a Claim or an Interest, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, negotiation of the Disclosure Statement, negotiation of the Plan, the solicitation of acceptances of the Plan, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for their gross negligence or willful misconduct, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.**

**Notwithstanding any other provision of this Plan, no Holder of a Claim or Interest, no other party in interest, none of their respective agents, employees, representatives, financial advisors, attorneys, or affiliates, and no successors or assigns of the foregoing, shall have any right of action against the Liquidation Trust, the Debtors or their Estates, the Committee, the Indenture Trustee or any of their respective present or former members, managers, equity holders, partners, officers, directors, employees, advisors, attorneys, or agents, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the solicitation of acceptances of the Plan, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for their gross negligence or willful misconduct.**

**The foregoing exculpation and limitation on liability shall not, however, limit, abridge, or otherwise affect the rights, if any, of the Liquidation Trust to enforce, sue on, settle, or compromise the Causes of Action based on any act, omission or transfer occurring prior to the Petition Date retained pursuant to Article IV.F hereof.**

**G. Permanent Injunction**

**Except as otherwise expressly provided in the Plan or the Confirmation Order, all entities who have held, hold or may hold Claims against, or Interests in, the Debtors will be permanently enjoined, on and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim or Interest, (ii) the enforcement, attachment, collection, or recovery by any manner or means of judgment, award, decree or order against the Debtors on account of any such Claim or Interest, (iii) creating, perfecting, or enforcing any encumbrance of any kind**

against the Debtors or against the property or interests in property of the Debtors on account of any such Claim or Interest, and (iv) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtors or against the property or interests in property of the Debtors on account of any such Claim or Interest. The foregoing injunction will extend to successors of the Debtors (including, without limitation, the Liquidation Trust) and their respective properties and interests in property. The foregoing notwithstanding, prior to the sale of the Blockbuster Assets, the setoff rights of Creditors who have provided postpetition goods to the Debtors' Blockbuster stores shall continue and be preserved, solely with respect to such postpetition goods, to the extent permitted by the Bankruptcy Code.

#### **H. Debtors' Releases**

As of the Effective Date, the Debtors, any successors and each of their directors, officers, members, managers, employees, agents, financial advisors, representatives, affiliates, attorneys and professionals (solely in their capacities as such) shall be deemed, to the maximum extent permitted by applicable law, to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities whatsoever in connection with or related to the Debtors, the Chapter 11 Cases or the Plan (other than the rights of the Debtors and any successors to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents assumed, passed through or delivered in connection with such Plan) and whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date and in any way relating to the Debtors or any successors or their property, the Chapter 11 Cases, the Plan, or the Committee and its present and former members (solely in their capacity as present or former members of such committee), and that may be asserted by or on behalf of the Debtors against the Committee and its present and former members (solely in their capacity as present or former members of such committee) and any successors or their property and each of their directors, officers, members, managers, employees, agents, financial advisors, representatives, affiliates, attorneys and professionals (solely in their capacities as such) as of the Effective Date; *provided, however*, that such releases shall not operate as a waiver or release of any causes of action arising out of (x) any express contractual obligation owing by any such director, officer, or employee, agent, financial advisor, representative, affiliate, attorney or professional, or (y) the willful misconduct, gross negligence, intentional fraud or criminal conduct of such director, officer, or employee, agent, financial advisor, representative, affiliate or professional.

#### **I. Releases by Holders of Claims and Interests**

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each Holder of a Claim or Interest that votes in favor of the Plan (or is deemed to accept the Plan) shall be deemed to unconditionally, forever, release, waive and discharge all Claims, Interests, suits, judgments, damages, demands, debts, rights, causes of action and liabilities whatsoever in connection with or related to the recapitalization and



restructuring efforts undertaken by the Debtors, the Chapter 11 Cases, the Plan (other than the rights to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents assumed, passed through or delivered in connection with such Plan) whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors and any successors, the Chapter 11 Cases, the Plan, the Committee and its present and former members (solely in their capacity as present or former members of such committee) against (i) the Debtors and any successors, (ii) the Debtors' present and former directors, officers, members, managers, employees, agents, financial advisors, attorneys and professionals, (iii) the Committee and its present and former members (solely in their capacity as present or former members of such committee) and their respective employees, agents, financial advisors, attorneys and professionals (solely in their capacity as employees, agents, financial advisors, attorneys and professionals to the Committee and its present and former members in connection with the conduct of Committee business) and (iv) the Indenture Trustee (solely in its capacity as Indenture Trustee) and its employees, agents, financial advisors, attorneys and professionals (solely in their capacity as employees, agents, financial advisors, attorneys and professionals to the Indenture Trustee); provided, however, that the foregoing shall not waive or release any causes of action arising out of (x) any express contractual obligations owing by any such director, officer, employee, agent, financial advisor, attorney or professional of the Debtors and any successors, or (y) the willful misconduct, gross negligence, intentional fraud or criminal conduct of such director, officer, member, manager, employee, agent, financial advisor, representative or professional of the Debtors. Except with respect to any and all monetary issues raised by the PBGC in the PBGC Claims, all of such have been resolved and settled, pursuant to this Plan, no provision of or proceeding within the Debtors' Chapter 11 Cases, the Plan, and the exhibits thereto, nor the Confirmation Order shall in any way be construed as discharging, releasing or relieving the Debtors, the Liquidation Trustee, or any other party in any capacity, from any liability with respect to the Pension Plan, or any other pension plan covered by Title IV of ERISA and sponsored by the Debtor or a member of the Debtor's controlled group under any law, governmental policy or regulatory provision. PBGC and the Pension Plan shall not be enjoined or precluded from enforcing liability resulting from any of the provisions of the Plan.

## **J. Subordinated Claims**

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

**K. Binding Effect**

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

**L. Revocation, Withdrawal, Or Non-Consummation**

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

**M. Plan Supplement**

Any and all exhibits, lists, or schedules not filed with the Plan shall be contained in the Plan Supplement and filed with the Clerk of the Bankruptcy Court not later than the fifteenth (15th) day prior to the Confirmation Hearing. Upon filing with the Bankruptcy Court, the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal court hours or on its website (<http://www.deb.uscourts.gov>). In addition, the Plan Supplement will be made available for inspection and printing at no charge on the Document Website. Holders of Claims or Interests may obtain a copy of the Plan Supplement upon written request to the Debtors in accordance with Article XI.N of the Plan.

**N. Notices**

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

Daniel J. O’Leary  
NUTRITIONAL SOURCING CORPORATION  
1300 N.W. 22nd Street  
Pompano, Florida 33069  
Telephone: (954) 977-2593  
Facsimile: (954) 968-2697

with a copy to:

Michael B. Solow  
Harold D. Israel  
Matthew J. Micheli  
KAYE SCHOLER LLC  
Three First National Plaza  
70 West Madison Street, Suite 4100  
Chicago, Illinois 60602  
Telephone: (312) 583-2300  
Facsimile: (312) 583-2360

David B. Stratton  
David Fournier  
James C. Carignan  
PEPPER HAMILTON LLP  
1313 Market Street, Suite 5100  
Wilmington, Delaware 19899  
Telephone: (302) 777-6500  
Facsimile: (302) 421-8390

Felicia Gerber Perlman  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
333 West Wacker Drive  
Chicago, IL 60606  
Telephone: (312) 407-0700  
Facsimile: (312) 407-0411

and

Mark S. Chehi  
Kimberly A. LaMaina  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
One Rodney Square  
P.O. Box 636  
Wilmington, DE 19899  
Telephone: (302) 651-3000  
Facsimile: (302) 651-3001

## **O. Indemnification Obligations**

None of the indemnification provisions currently in place for directors, officers and each of the Debtors' advisors (whether in the Debtors' bylaws, contracts or otherwise) shall survive confirmation of the Plan except to the extent that (i) any related claims are covered by insurance policies in respect of the Debtors and (ii) the indemnification is part of the retention of an advisor approved by the Bankruptcy Court. The Debtors may obtain sufficient tail coverage under its

existing directors and officers insurance policy for current officers and directors provided that the terms are reasonably acceptable to the Debtors and the Committee.

**P. Prepayment**

Except as otherwise provided in this Plan or the Confirmation Order, the Debtors shall have the right to prepay, without penalty, all or any portion of an Allowed Claim at any time; *provided, however*, that any such prepayment shall not violate, or otherwise prejudice, the relative priorities among the Classes of Claims.

**Q. Term Of Injunctions Or Stay**

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

**R. Allocation of Plan Distributions Between Principal and Interest**

To the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, the value of such distribution shall be allocated to the principal amount of the Claim first and then, to the extent consideration exceeds the principal amount of the Claim, to accrued but unpaid interest.

**S. No Admissions**

Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed as an admission by the Debtors with respect to any matter set forth herein including, without limitation, liability on any Claim.

**T. Governing Law**

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

**ARTICLE XII.**

**CONFIRMATION REQUEST**

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

Dated: Wilmington, Delaware  
June 11, 2009

**NUTRITIONAL SOURCING CORPORATION,  
PUEBLO INTERNATIONAL, LLC and  
FLBN, LLC**

By: \_\_\_\_\_  
Name: Daniel J. O'Leary  
Title: President

Michael B. Solow  
Harold D. Israel  
Matthew J. Micheli  
KAYE SCHOLER LLC  
Three First National Plaza  
70 West Madison Street, Suite 4100  
Chicago, Illinois 60602  
Telephone: (312) 583-2300  
Facsimile: (312) 583-2360

David B. Stratton  
David Fournier  
James C. Carignan  
PEPPER HAMILTON LLP  
1313 Market Street, Suite 5100  
Wilmington, Delaware 19899  
Telephone: (302) 777-6500  
Facsimile: (302) 421-8390

Attorneys for Nutritional Sourcing Corporation, Pueblo International, LLC and FLBN, LLC

**OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS**

By: \_\_\_\_\_

Name: Roger A. Tovar  
Title: Committee Co-Chair

By: \_\_\_\_\_

Name: Nate VanDuzer  
Title: Committee Co-Chair

Felicia Gerber Perlman  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
333 West Wacker Drive  
Chicago, IL 60606  
Telephone: (312) 407-0700  
Facsimile: (312) 407-0411

Mark S. Chehi  
Kimberly A. LaMaina  
SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM LLP  
One Rodney Square  
P.O. Box 636  
Wilmington, DE 19899  
Telephone: (302) 651-3000  
Facsimile: (302) 651-3001

Attorneys for the Official Committee of Unsecured Creditors

**EXHIBIT A**

**Liquidation Trust Agreement**

**(To follow)**

**EXHIBIT C**

**FLBN-Blockbuster Franchise Agreements**

**(To follow)**



**EXHIBIT D**

**FLBN-Blockbuster Leases**

**(To follow)**

**EXHIBIT E**

**FLBN-Pueblo Franchise Agreements**

**(To follow)**

**EXHIBIT F**

**Pueblo-Blockbuster Leases**

**(To follow)**

**EXHIBIT B**  
**Non Trade Claims**

**EXHIBIT B**

**Non-Trade Creditors**

<b>Vendor Name</b>
All Claims set forth on Schedule F-1 of Pueblo International LLC's Schedules of Assets and Liabilities
652 MONTE MALL REALTY SE
ABLE RIBBON TECHNOLOGY INC.
ACE INSURANCE COMPANY
ADA E DEL RIO
ADA E MENDEZ
ADA N TORRES,ARNALDO MALDONADO
ADDY E RIVERA RIVERA
ADIA I. MARIA MORILLO
ADIARIMAR GARCIA
ADMINISTRADOR-ASUME
ADRIAN COLON
AGRAMAR CORPORATION
AGUADILLA MEDICAL SE
AGUSTIN RODRIGUEZ RODRIGUEZ
AID FOR AIDS
AIDA G. BURGOS BARROSO
AIDA IRIS AGUAYO,JORGE RIVERA
AIDA L SANCHEZ SANCHEZ
AIDA L VAZQUEZ ROSARIO
AIDA MARTINEZ TORRES &
AIR AYBAR- IMBERT & RIVERA
AKIN,GUMP,STRAUSS,HAUER,&
ALBERTO L MARRERO-FIGARELLA PE
ALBERTO TORANO OLMO
ALC INDUSTRIAL DEVELOPMENTS
ALEJANDRO OLIVERAS,ESQ
ALEJANDRO ROLON PARSON
ALEO METAL
ALEX CANALES CARRASQUILLO
ALEX O LLOPIZ MARQUEZ
ALEXANDER RIVERA RIVERA
ALEXIS HOLLINS ROSARIO &
ALFONSO WONG
ALFREDO COTTO ALVAREZ
ALGUACIL GENERAL DEL TRIBUNAL
ALGUACIL GENERAL JUSTICIA
ALGUACIL GENERAL TRIBUNAL
ALICIA ECHEVARRIA
ALL CLEAN
ALMOVISUAL
ALTAGRACIA HERNANDEZ MATIAS
ALTAGRACIA NUNEZ & ATTN
AMADO SEGUI RODRIGUEZ
AMALIN RIVERA DEL VALLE
AMCARE MEDICAL EMERGENCIAS INC
AMIRA GARCIA

ANA D LOPEZ DIAZ
ANA DIAZ
ANA ELBA BRAVO
ANA I SANTIAGO FEBRES
ANA M NEGRON MONTES
ANA MARIA TABAREZ
ANA MEDINA &
ANA MOJENA ZAPICO
ANA RIVERA COLON
ANASTASIA ALICEA ORTIZ
ANDRES CASTRO GARCIA
ANDRES CORREA RIVERA
ANDRES MARTINEZ TORRES
ANGEL QUINONES
ANGEL A GOMEZ
ANGEL ANDUJAR BAEZ
ANGEL E. RODRIGUEZ
ANGEL GONZALEZ CORDOVA
ANGEL GONZALEZ MEDINA
ANGEL L RESTO RIVERA
ANGEL L. SANCHEZ GARCIA
ANGEL L. TORRES MUNOZ
ANGEL L.TARRATS
ANGEL MALDONADO
ANGEL PEREZ CARABALLO
ANGEL PEREZ MOLL
ANGEL PONCE GARCIA
ANGEL R DIAZ RIVERA
ANGEL VALENTIN
ANGELA GUZMAN VEGA
ANGELINE FELICIANO JUSTINIANO
ANGIE M ORTIZ
ANIBAL ACEVEDO RIVERA
ANIR NANETTE DAVILA
ANISIA MORALES RIVERA
ANNETTE LABOY
ANTONIA CORA ROSA & ATTY.
ANTONIO ARRIAGA
ANTONIO DAJER
ANTONIO FIGUEROA RODRIGUEZ
ANTONIO GONZALEZ VALDES
ANTONIO HERNANDEZ GONZALEZ
ANTONIO HERNANDEZ TORRES
ANTONIO O. CARRION
ANTONIO REYES ORTIZ
ANTONIO ROQUE RODRIGUEZ
ANTONIO SOLIS PARIS
ANTONIO VAZQUEZ
ANUAR AZIZI
AON RISK SERVICES
APPLE COMPUTER INC
ARC INTERNATIONAL NA

ARIANETTE MALDONADO
ARIEL LORENZO ACEVEDO
ARISTEDES DIAZ RIVERA
ARNALDO BAEZ ROMAN
ARTE 13
ASHFORD MEDICAL CTR. RADIOLOGY
ASHFORD PRESBYTERIAN HOSPITAL
ASOC.MIEMBROS DE LA POLICIA
ASOCIACION AMERICANA DE CANCER
ASOCIACION PUERTORRIQUENA
ATABEX TRANSLATION
ATTNY. JEANNETTE ORTIZ
ATTNY. LUIS MENA RAMOS
AUDELIZ VALENTIN CRESPO
AUDIO VISUAL CONSULTANTS
AUDIT INTEGRATIONS
AURORA CEDENO DANIELSEN
AURORA HENRIQUEZ SOTO
AUTO EXPRESO
AWILDA SANTIAGO CRESPO
AWILDO RODRIGUEZ
AXEL SANCHEZ RIVERA/
BANCO POPULAR
BARTOLOME STIPEC
BAYAMON HEALTH CENTER
BEATRIZ NARVAEZ MONGE
BENITO MORALES PAGAN
BENJAMIN RIVERA BURGOS
BENJAMIN RIVERA VEGA
BEST WESTERN
BETZAIDA ROMAN ORTIZ
BIENVENIDO VAZQUEZ CORTEZ
BIENVENIDO VELEZ
BIG BROTHER BIG SISTER
BILLY ERAZO RODRIGUEZ
BLANCA I ORTIZ GUTIERREZ
BLANCA ROSA MATOS BAEZ
BLANCA SANCHEZ
BOARD OF BAR OVERSEERS
BORDADOS INTIMA
BOYS & GIRLS CLUB OF PR
BRAULIO AGOSTO
BRENDA L.GONZALEZ
BRIGGS AND MORGAN, PA
BRINKITOS INC
BROADSPIRE SERVICES, INC.
BUFETE GARCIA & FERNANDEZ
BURKS & ASSOCIATES, INC.
BUYGITOMER INC
C T CORPORATION SYSTEM
C.V ENTERTAINMENT GROUP
CAGUAS PR COMMERCIAL PROP

CAGUAS PR CPDC
CANDIDA DEL VALLE SANCHEZ &
CAPARRA CENTER ASSOCIATES
CAREER STAFFING SEVICES,INC.
CARIBBEAN BUSINESS
CARIBBEAN MEDICAL TESTING CTR.
CARIBE AUDIOVISUALS INC
CARIBE HILTON SAN JUAN
CARLOS A SIERRA MADERA
CARLOS ALMANZAR
CARLOS CRUZ
CARLOS DEL VALLE
CARLOS G. MELENDEZ COLON
CARLOS MARTINEZ
CARLOS MORALES
CARLOS MORALES DIAZ
CARLOS N. RUIZ
CARLOS NIEVES NIEVES
CARLOS NUNEZ GONZALEZ
CARLOS ORTIZ RIVERA
CARLOS R MATIAS
CARLOS R. MALARET VIERA
CARLOS R. MARTINEZ
CARLOS RIVERA MUNOZ
CARLOS SANTIAGO
CARLOS SANTOS RIVERA
CARLOS TORRES &
CARMELO SANTOS
CARMEN A RODRIGUEZ BALAGUER
CARMEN APONTE &
CARMEN BENITEZ BATNE &
CARMEN CORREA CARRASQUILLO
CARMEN CRESPO GONZALEZ
CARMEN E CRESPO SOLANO
CARMEN ESTREMER
CARMEN FREIXAS GOMEZ
CARMEN I ROMAN OCASIO
CARMEN L MATIAS
CARMEN LIZ BAEZ
CARMEN LOPEZ
CARMEN M ROBLEDO RIVERA
CARMEN MERCED QUILLES
CARMEN MILAGROS AVILES LOPEZ
CARMEN MOLINA
CARMEN O RIVERA
CARMEN OLMO
CARMEN PACHECO
CARMEN SOLIS
CARMEN VELEZ REYES &
CARMEN Y ROSARIO ORTIZ
CARPA EXPRESS
CASA DE LAS ARMADURAS



CATALINA LOPEZ RODRIGUEZ
CATALINA RODRIGUEZ ROSA &
CECILIO DIAZ
CELIA MARTINEZ &
CENTERS FOR MEDICARE &
CENTRO DE MED.Y CIR AMB
CENTRO MEDICO DE TRUJILLO ALTO
CHARLES R NEWSOM
CHARLIE VAZQUEZ
CHARLIE HOUSTON DJ
CIGNA INSURANCE
CLARA ESTEVES LUCIANO
CLUB DE EMPLEADOS TELEFONICOS
COASTAL TRAINING
COLEGIO DE ABOGADOS DE P.R.
COMITE DE PATRONOS DE BAYAMON
COMITE DE PATRONOS DEL
CONDADO PLAZA HOTEL & CASINO
CONSULTING RESOURCES GROUP
COOPERATIVA DE AHORRO Y
COOPERATIVA DE CONSUMIDORES DEL NOROESTE, INC.
COOPERATIVE DE SEGUROS
COPIADORA DOUBLEDEY
CORP. DEL FONDO DEL SEGURO
CORP. DEL FONDO DEL SEGURO DEL
CORPORACION III,CSP
COSMO MUSICAL
COUNTY OF SAN DIEGO ED50475
COURTYARD MARRIOT
CPO BUSINESS FORMS AND PROM
CRAIG MICHAELS
CRAWFORD & COMPANY
CRAWFORD & COMPANY, INC.
CREACIONES CARIBENAS
CRISTALERIA MI PUEBLO
CRISTALERIA-MI PUEBLO
CRISTINA COLON
CROEM SCHOOL
CRUZ ROJA AMERICANA
CUERPO DE EMERGENCIAS MEDICAS
CULPEPER COURT
CV ENTERTAINMENT GROUP
D.F. KING & CO INC
DAMARIS LEON LEON
DAMARIS ROSARIO
DANIEL CHAVEZ
DANIEL CORDERO
DANIEL RODRIGUEZ
DAVID JIMENEZ ACEVEDO
DAVID OLIVENCIA CABAN
DAVID SEGARRA PLAZA
DAVID VELASCO

DAVID W. MORROW
DAYANA GONZALEZ AROCHO
DAYANARA PABON CARGAS
DDR FAJARDO LLC SE
DDR ISABELA LLC SE
DDR NORTE LLC SE
DDR OESTE LLC SE
DDR PALMA REAL LLC SE
DDR REXVILLE LLC SE
DDR RIO HONDO LLC SE
DDR SENORIAL LLC SE
DDR VEGA BAJA LLC SE
DEBORAH A. REID PEREYRA
DEBORAH DE JESUS PIZARRO
DELICIOUS ADS INC.
DELMARIS DORTA SANTA
DEMETRIO VEGA RODRIGUEZ &
DEPARTAMENTO DE ASUNTOS
DEPARTAMENTO DE HACIENDA
DIANA M RODRIGUEZ
DIANA MEDINA
DIANA RAMIREZ GALLOZA
DIEGO CRUZ ORTIZ
DIEGO'S CANTINA BAR
DIGNA M RAMIREZ ACOSTA
DIRECTOR FINANZAS
DIVISION DE RENTAS MUNICIPALES
DJ JOHN ORTIZ
DM/SE DAVID MCCLOSKEY/
DOMINGA LAUREANO RODRIGUEZ
DORA RIVERA SOTO
DORIS VAZQUEZ CABRERA
DR JAVIER RIVERA ZAYAS
DR. ALBERTO ABREU
DR. ARMANDO NEGRON VERA
DR. BORIS ROJAS
DR. CARLOS GROVAS BADRENA
DR. CESAR D. ALCANTARA CARDI
DR. EDUARDO CAUSSADE-VEGLIO MD
DR. EDUARDO I. CAUSSADE
DR. EDWIN ROSADO MARTINEZ
DR. ENRIQUE SEGARRA
DR. FAUSTO BORJA CARCANO
DR. FERMIN HERNANDEZ ABAD
DR. GUILLERMO H.JORDAN DIAZ
DR. JAIME N SEPULVEDA
DR. JAVIER RIVERA ZAYAS
DR. JORGE TORRES NAZARIO
DR. JOSE A. RODRIGUEZ
DR. JOSE M. RIVERA ARROYO
DR. JOSE RAUL ORTIZ RUBIO
DR. LUIS A MARTINEZ

DR. LUIS LEON MATHEW
DR. MARCOLINA PALACIOS
DR. ORLANDO FERNANDEZ
DR. PEDRO FARINACCI MORALES
DR. SAMUEL A RODRIGUEZ
DR. WILFRED GOMEZ SALDANA
DR.ANDRES RODRIGUEZ RAMON
DR.ARTURO SILVAGNOLI COLLAZO
DR.EDUARDO J.VEJAS CASTILLEROS
DRA. ANELYS TORRES DE TRINIDAD
DRA. CARMEN SANTAELLA
DRA. EVELYN CORTES
DRA. GLORIA A MORALES
DRA. IRIS J CASIANO RIVERA
DRA. MADELEINE DE CHOUDENS
DRA. NORMA SANTOS
DRIVE-IN CENTER S E
DRUG ENFORCEMENT ADMIN.
DUDLEY CLARK & CHAN
DUN & BRADSTREET CORPORATION
EASTERN AMERICAN INSURANCE AGY
ECHOTOOLS FOR ENHANCEMENT
ECONO RIAL, INC.
ED FITZER
EDDIE RODRIGUEZ LOPEZ
EDGAR RODRIGUEZ SILVA
EDGARDO FRANCO RAMOS
EDGARDO GUTIERREZ
EDGARDO J. RIVERA
EDGARDO MONTALVO
EDGARDO VELEZ
EDUARDO CRESPO RAMOS
EDUARDO ENGLAND
EDUARDO J. CRESPO BALTAR
EDUARDO PEREZ STUDIO
EDWIN A.MONTALVO LUCIANO
EDWIN CABAN HERNANDEZ
EDWIN G LOPEZ
EDWIN J MIRANDA
EDWIN MALPICA
EDWIN NEGRON SOTO
EDWIN RIVERA
EDWIN RODRIGUEZ FERNANDEZ
EDWIN RODRIGUEZ RIVERA
EFRAIN FRANCO CAPO
EFRAIN ROMAN PADILLA
EILEEN PELATI MORALES
EL CAMERINO
EL TRIGAL PLAZA
EL TRIGAL PLAZA ASSOC., SE
ELBA I ROSADO VELEZ &
ELECTROMATIC DE PR INC

ELIDA DIAZ GONZALEZ
ELIGIO DE LOS ANGELES
ELIONEXIS VAZQUEZ CARRILLO
ELISA ZAYAS GONZALEZ & ATTN
ELISEO ROQUES ORTIZ, ARACELIS
ELIZABETH PABON GARCIA
ELIZABETH SANTIAGO OTERO
ELSA BAEZ PEREZ
ELSA L COLON BARRETO
ELSIE S. LOPEZ MEJIAS
ELSIE VELEZ MENDEZ & ATTN
ELVID LOPERENA BERRIOS
ELVIN E. TOSADO
EMERALD BEACH
EMERITA CORREA MALAVE
EMILIO BAEZ RIVERA
EMMA I SERRANO ROSA
EMPRESAS TORRES BATISTA, INC.
ENEIDA MATOS GALARZA
ENID RIVERA MORALES
ENRIQUE IRIZARRY SAN MIGUEL
ENRIQUE ORTIZ CRUZ
ERGONOMIC COMMUNICATIONS
ERIC ADORNO APONTE
ERIC RODRIGUEZ PULIDO
ERIKA FONTAINE
ERNESTO ALVAREZ
ERNESTO SANCHEZ SANTIAGO
ESCO
ESCUELA CROEM
ESIS TRAINING INC
ESIS TRAINING INC
ESTELA MARINEZ &
ESTUDIOS ECONOMICOS Y
EUGENIO GARCIA CARRERO
EUGENIO HERNANDEZ RAMOS
EULALIO VAZQUEZ
EVA MATOS PARDO
EVARISTO RUIZ
EVELYN J. CLEMENTE DIAZ
EVELYN RODRIGUEZ
EVELYN RODRIGUEZ AVILES
F W CAROLINA RETAIL
FARO DE ANIMALES
FELIPE DE LEON
FELIPE TORRES VEGA
FELIX A. RIVERA
FELIX FLORES VAZQUEZ
FELIX R MARTINEZ
FENCING GARAGE
FERMIN M. CONTRERAS GOMEZ
FERMIN ORTIZ

FERRASAN DEVELOPING CORP
FERRETERIA ARILOPE
FERRETERIA MADERAS
FFR,INC
FILIBERTO BERRIOS
FINTEX BUSINESS S.A
FIRST DATA WESTERN UNION
FIRST INSURANCE GROUP INC
FIRSTBANK PUERTO RICO
FISHER MANUFACTURING
FLEXO RICO IMPRESOS
FLORIDA DEPARTMENT OF STATE
FLSDU
FOOD MARKETING INSTITUTE
FRANCES SOTO PANTOJA
FRANCISCO CANDELARIA
FRANCISCO FONTANEZ RIVERA MD
FRANCISCO LEVY HIJO INC.
FRANCISCO MORALES ARZUAGA
FRANK B. ARMSTRONG LTD
FRED PRYOR SEMINARS
FREDDY PEREZ GONZALEZ
FRINGE AREA
FUNERARIA DEL PILAR
FUNERARIA HERNANDEZ RIVERA
FUNERARIA MONTE DE SION
FUNERARIA PUERTA DEL CIELO
FUNERARIA RODRIGUEZ OSORIO
G E POLYMERSHAPES
G.E. SUPPLY DEL CARIBE
GARAGE CANO
GENOVEVA OJEDA & ATTN
GEORGE E ROSA
GERSON I TORRES ESCOBAR
GILBERTO DIAZ DE JESUS
GILBERTO GUZMAN
GILBERTO MENDOZA
GILBERTO RAMOS RIVERA
GISELA CALDERON MEDERO
GISELLA MALAVE VELEZ
GIZMOBIS INC
GLADYS CASANOVAS MALDONADO
GLADYS E ORTIZ GARCIA
GLADYS NEREIDA SANTANA DAVILA
GLADYS POMALES POMALES
GLADYS REPOLLET
GLADYS ROSARIO
GLOBAL DIAGNOSTICS, INC
GLORIA A SOTO PAGAN
GLORIA V. DE VALLECILLO
GLORIMARY HERNANDEZ SANTIAGO
GLORINES LAMBOY

GLORIVETTE PIZZARRO & ATTY
GMDC
GMS MEDICAL GROUP PSC
GOBIERNO DE PUERTO RICO
GOVERNMENT OF VIRGIN ISLANDS
GPX INC
GRANDE
GREAT AMERICAN LIFE ASSURANCE
GRECIA N TORRES OTERO
GREENHOUSE REPORTING, INC.
GREGORIO FLORES MENDEZ
GRUPO PSIQUIATRICO, C.S.P.
GUAYNABO MEDICAL MALL
GUIDANT PR SALES CORPORATION
GUILLERMINA RODRIGUEZ
GUILLERMO E COLON RODRIGUEZ
GUMERSINDA SANTIAGO
GUSTAVO CISNEROS
H & G SERVICES
H.C. INSPECTION BUREAU INC
HARBOUR INSURANCE CORPORATION
HARRY GARCIA
HARTFORD INSURANCE
HARTFORD LIFE & ACCIDENT
HECTOR CASTRO RODRIGUEZ
HECTOR DAVILA
HECTOR E. NEGRON
HECTOR JOSE LOPEZ ALVAREZ,LUZ
HECTOR L ORTIZ
HECTOR M. RODRIGUEZ MARTINEZ
HECTOR MALAVE
HECTOR QUINONES
HECTOR RIVERA GONZALEZ
HECTOR RODRIGUEZ MARTINEZ
HECTOR RODRIGUEZ P.E.
HECTOR S. FIGUEROA CRUZ
HECTOR TORRES & ATTN.
HEIDY FELICIANO
HEILY M GOMEZ ORTIZ
HERMINIA RAMOS RODRIGUEZ
HERMINIO BAEZ
HERODIAS MONTANEZ
HEWITT ASSOCIATES INC
HIGHWAY SPECIALTIES
HIMA SAN PABLO BAYAMON
HIMA SAN PABLO FAJARDO
HIPOLITO J RIVERA DUCOS
HI-TECH PRODUCTS INC.
HMC MEDICAL SERVICES
HOGAR TERESA TODA
HOLIDAY INN SAN JUAN
HORTENSIA RIVERA

HOSP. DOCTORS CENTER, INC.
HOSP. UNIVERSITARIO DR RAMON
HOSPITAL AUXILIO MUTUO
HOSPITAL DAMAS INC
HOSPITAL DE LA CONCEPCION
HOSPITAL DEL MAESTRO
HOSPITAL DR FEDERICO TRILLA
HOSPITAL DR. PILA
HOSPITAL DR. SUSONI INC
HOSPITAL EL BUEN PASTOR
HOSPITAL EPISCOPAL SAN LUCAS
HOSPITAL HMNOS MELENDEZ
HOSPITAL INTERAMERICANO
HOSPITAL MATILDE BRENES
HOSPITAL METROPOLITANO
HOSPITAL METROPOLITANO I
HOSPITAL MUNICIPAL
HOSPITAL PAVIA
HOSPITAL PAVIA SANTURCE
HOSPITAL PEREA INC
HOSPITAL SAN CRISTOBAL
HOSPITAL SAN FRANCISCO
HOSPITAL SAN GERARDO
HOSPITAL SAN PABLO
HOSPITAL SAN PABLO DEL ESTE
HOSPITAL SANTA ROSA 1
HOSPITAL WILMA N. VAZQUEZ
HOTEL MELIA
HOWARD JOHNSON HOTEL
HUGO MONTANEZ
HUMAN CAPITAL CONSULTING
HWI METRO MARKETING
HYMES & ZEBEDEE PC
I DON'T THINK SO
IDALIE LABOY MOLINARI
IGNACIO RIVERA
IKON BENEFIT SERVICES INC.
ILVIS TORRES GONZALEZ
ILVIZ TORRES
INDUSTRIAS VASSALLO INC
INFOCUS BUSINESS
ING.JAIME COSME ORTIZ
INMUEBLES CAPARRA ASSOC. S E
INSTITUTO CULTURA
INTERMED EMERGENCY SERVICES
INTERNAL REVENUE SERVICE
INTERNATIONAL RESTAURANT
INVERSIONES JOSELYNMARI S E
IRAIDA LABOY
IRIS N. CORTEZ PINTOR
IRIS S. NAZARIO FLORES
IRMA LOPEZ RIVERA

IRMA SUAREZ GARCIA
ISAAC FONTANEZ BARTOLOME
ISAAC VARGAS MELENDEZ
ISLA COMPLETA CORPORATION
ISMAEL E. FEBRES - JORGE
ISMAEL LORENZO SOTO
ISMAEL P CHABRIER MOLINA
ISRAEL GANAPOLSKY, MD
IT'S ENTERTAINMENT ENTERPRISES
ITS SYSTEMS INTEGRATORS CO INC
IVAN QUINONES
IVAN MELENDEZ SANTOS
IVAN SARRIEGO RIVERA &
IVELISSE NUNEZ GALARZA
IVETTE BELTRAN CRUZ &
IVETTE MORALES MALDONADO
J.J.KELLER & ASSOCIATES INC
JACKELINE SANTIAGO VEGA
JACQUELINE GARCIA QUINONES
JAIME BAEZ
JAIME COSME ORTIZ
JAIME LOPEZ
JANETTE GONZALEZ MEDINA &
JASON REYES GUEVAREZ
JAVIER FELICIANO
JAVIER HERNANDEZ CARABALLO
JAVIER QUINTANA
JAVIER TORRES
JAVIER ZAZAIA
JAYVE DEVELOPMENT CORP.
JCMAC LEGAL SERVICES
JEANNETTE MORALES
JEANNETTE ROSA VELEZ
JEANNETTE VELEZ COLON, ELLIOT
JEASY ROLON
JENNY DE JESUS &
JESSAMYN RAMIREZ
JESSICA MICHALSKI HORENKO
JESUS A MOLINARI VEGA
JESUS LIZARDI SANTANA
JIBBITZ LLC
JOAQUIN LEBRON DELGADO
JOAQUIN RODRIGUEZ ORTIZ
JOAQUIN SERPA ROBLES
JOEL GARCIA LEBRON
JOEL GUZMAN
JOHANNA DIAZ
JOHANNA M. VARGAS CLAUSELL
JOHANNA RODRIGUEZ ALBINO
JOHN NAPOLI & ASSOCIATES, INC.
JOHN V YOUNG
JOHNIER X RIVERA CRUZ



JORGE DE LA ROSA
JORGE L ARMENTEROS CHERVONI LC
JORGE L MAGNONE &
JORGE L RIVERA CRUZ
JORGE LEBRON COLON
JORGE ORTIZ PINIERO
JORGE RODRIGUEZ WILSON
JOSE A MELENDEZ APONTE CFPE
JOSE A REYES
JOSE A RODRIGUEZ VELEZ
JOSE A TORRES
JOSE A. MARTINEZ & ATTY.
JOSE ARNALDO RODRIGUEZ
JOSE ASTOR MARIN
JOSE CABREJA
JOSE CARRION
JOSE COLON AND ATTN
JOSE DAVID MENDEZ
JOSE DE LOS SANTOS
JOSE E. ROSADO SANCHEZ &
JOSE F LUGO
JOSE F. VASQUEZ
JOSE F.ROBLES
JOSE G ORTIZ FLORES
JOSE G RODRIGUEZ DIAZ
JOSE G ROSARIO RIOS
JOSE GONZALEZ RIVERA
JOSE HIRALDO ALVIRA
JOSE I RIVERA MORALES
JOSE I. LANDRON MARTINEZ
JOSE J. CONDE
JOSE J. NERIS RIVAS
JOSE L BELVIS GANDULLA
JOSE L CASIANO COLON
JOSE L MARTINEZ APONTE
JOSE L RESTO
JOSE L SALINAS DE ARRASTIA
JOSE LLANOS CANALES
JOSE LORENZO
JOSE M CLAUDIO GOMEZ
JOSE M FIGUEROA &
JOSE M.NEGRON RODRIGUEZ
JOSE MONTILLA CRESPO,ANA I.
JOSE NARANJO RAMOS
JOSE O SANCHEZ GUZMAN
JOSE PEREZ IRIZARRY
JOSE R. COLLAZO PENA
JOSE R. ROCHE RODRIGUEZ
JOSE R. SANCHEZ COUVERTIER
JOSE RIVERA OCASIO
JOSE ROSA
JOSE SALINAS

JOSE URBINA
JOSE VELAZQUEZ
JOSEPHS JACK, PA
JOXEL RIVERA MELENDEZ
JOYCE TOPPEL
JUAN B SOTO RODRIGUEZ
JUAN C RIVERA ECHEVERRIA
JUAN CLAVELL RIVERA
JUAN COGAN
JUAN COGAN
JUAN DETRES TORRES
JUAN FERRER
JUAN J. VALLES VELAZQUEZ
JUAN LUIS MASANET ROSADO
JUAN M CORTES
JUAN M. MASINI-SOLER
JUAN MILLAND CARABALLO
JUAN R RIVERA
JUAN REYES
JUAN ROMERO
JUAN ZARAGOZA MENENDEZ
JUANA CARDONA NIEVES, OSCAR
JUANITA GOMEZ TORRES
JUANITA LOPEZ CLAUDIO
JULIA RIVERA SIERRA &
JULIO BRACERO CRUZ
JULIO C. RODRIGUEZ CARABALLO
JULIO E. CRUZ RODRIGUEZ
JULIO HERNANDEZ
JULIO PINEIRO TORRES
JULISSA CASTING INC
JULISSA MENDEZ GONZALEZ
JUMPING CITY
JUNE COMPANY
JUNE TOPPEL
KAREN RAMOS RIVERA
KATHY GIRONA CENTENO
KATIA RODRIGUEZ
KCOMM FINANCIAL
KEN BURLINGAME
KING'S SPORTS WEAR & PRO-SHOP
KMS INC
LA CASA DEL SOLDADOR, INC.
LA CRUZ AZUL DE PR
LA RAMBLA PLAZA
LA RAMBLA PLAZA CORP.
LAB SAFETY SUPPLY
LABORATORIO CLINICO BAIROA
LABORATORIO CLINICO BORINQUEN
LABORATORIO CLINICO CLA INC
LABORATORIO CLINICO CONMED INC
LABORATORIO CLINICO MANATI

LABORATORIO CLINICO PAOLI
LANGUAGE INNOVATIONS
LANIER PUERTO RICO, INC.
LAURA E MELENDEZ RODRIGUEZ
LAURA VALERON LLORES&LDO.
LAW OFFICES OF JOHN K DEMA PC
LAW OFFICES OF WILFREDO GEIGE
LAYDEMIR VIERA MARTINEZ
LCDA DAISY TORRES
LCDA. MIRIAM D.SALWEN ACOSTA
LCDO LUIS A BURGOS RIVERA&
LCDO MANUEL ARROYO
LCDO. CARLOS MONDRIGUEZ TORRES
LCDO. LUIS ROBERTO PINERO
LCDO. MANUEL ARROYO
LCDO.ALBERTO ACEVEDO COLON
LCDO.JORGE LUIS RIVERA FERNAND
LENIN ROSARIO ESCOBAR
LESLIE HENRY
LETICIA TORRES
LIANA PADILLA
LIC. RICARDO PAVIA CABANILLAS
LIFE INSURANCE COMPANY
LIGHTHOUSE TROPICAL INN
LILLIAM M GONZALEZ GONZALEZ
LILLIAN BURGOS
LIZABETH COTTO LOPEZ
LIZVETTE CRUZ ROSADO
LOFF SERVICES INC.
LORNA DIAZ MEDINA & ATTN
LOUIS A DE MIER
LOUIS ESTRADA RAMOS
LOUIS ZAVALA MACHIN
LUCAS MALAVE
LUIS A GONZALEZ ACEVEDO
LUIS A JUST PINERO
LUIS A MONTALVO VIRUET
LUIS A MORALES FONTANEZ
LUIS A ZAYAS
LUIS A. CARDONA
LUIS A. ROMERO JORGE
LUIS A. SANTIAGO CONCEPCION
LUIS AVELLANET BONET
LUIS AYALA COLON
LUIS CABRERA MEDINA
LUIS E. MARTORAL
LUIS H DOMENECH FLORES
LUIS M. QUINONES CRUZ
LUIS MATOS ORENGO
LUIS OMAR VAZQUEZ BERRIOS
LUIS ORLANDO DIAZ
LUIS OTERO GONZALEZ & ATTY

LUIS R MALDONADO
LUIS REYES MORALES
LUIS RIOS CALDERON
LUIS RIOS SOTO
LUIS SERRANO
LUIS SOTO CABAN
LUIS VILLAFANE
LUISA E SANTIAGO
LUZ K SIFRE STEIDEL
LUZ AROCHO SOTO & ATTN
LUZ D. SIMMONS MENDOZA
LUZ E HIRALDO SANTIAGO
LUZ E TIRADO MARTINEZ
LUZ ELVIRA VELEZ
LUZ H CORDERO
LUZ M RIVERA RUIZ
LUZ N PEREZ BIRRIER
LUZ TORRES RIGO & ATTN
LYDIA D.MASSO PEREZ &
LYDIA GONZALEZ MALDONADO &
LYDIA I GOMEZ
LYDIA TORRES MARTINEZ
LYKES LINES LIMITED LLC
LYZETTE LABOY
MADLINE SEGARRA RUIZ
MADLINE MALDONADO
MAGDA A. PAGAN RODRIGUEZ&
MANAGEMENT RECRUITERS PR
MANPOWER
MANUEL CIURO RIVERA
MANUEL CRUZ MIRANDA
MANUEL MORALES AMAYA
MANUEL NUNEZ MOCTEZUMA
MANUEL SANCHEZ SILVA
MANUEL SANTIAGO MUNIZ
MAPFRE PRAICO INSURANCE CO
MARA A BETANCOURT SERGES
MARCEL E LOPEZ ALFONSO
MARCH OF DIMES
MARGARITA HERNANDEZ
MARGARITA MARTINEZ NEGRON
MARGARITA MARTINEZ RODRIGUEZ
MARGARITA NEGRON DAVILA
MARGARITA ROMAN GONZALEZ
MARGARITA SABATHIE SOTO
MARIA C MULERO SEPULVEDA
MARIA CLAUDIO ZABALA
MARIA CONDE FIGUEROA
MARIA D. MARTINEZ CRUZ
MARIA D. ROSA & ATTY FRANCISCA
MARIA DE LOS A MARTINEZ
MARIA DE LOS A. RIVERA MARRERO

MARIA DE LOS ANGELES DIAZ
MARIA DEL CARMEN TORRES
MARIA DEL PILAR ROSADO
MARIA ELENA COLON
MARIA FERNANDEZ
MARIA GOMEZ GRAULAU
MARIA I RIVERA BERRIOS&ATTY
MARIA L GONZALEZ BURGOS
MARIA MATOS HERNANDEZ
MARIA MUNOZ SANMIGUEL
MARIA RODRIGUEZ
MARIA ROSARIO RUIZ
MARIA S LOPEZ
MARIA T AYALA GONZALEZ
MARIA V. PICON MERCADO
MARIA VEGA GINORIO
MARIANNA RODRIGUEZ
MARIANO BRAVO JR.
MARIANO VILORIO CARELA
MARIBEL MEDINA JUSINO
MARILIAN MALDONADO CHAVEZ
MARILYN BURGOS
MARIO MARTINEZ BODON
MARIO ORMAZA
MARIZA CRUZ MARTINEZ
MARLYN GRANIELA AGUILAR
MARQUES & PEREZ RADIOLOGOS
MARTA I FERNANDEZ GONZALEZ
MARTA RODRIGUEZ &
MARTA RODRIGUEZ MARCHANI
MARTA VIZCARRONDO FARGAS
MARTHA L DE LA ROSA & ATTN
MASSACHUSETTS DEPT OF REVENUE
MAUREEN GOMEZ ORTIZ
MAX L TREON
MAYAGUEZ BUILDING CORP, S.E.
MAYAGUEZ MALL MERCHANTS ASSOC.
MAYAGUEZ MEDICAL CENTER
MAYAGUEZ RESORT & CASINO
MAYAGUEZ SHOPPING CENTER S.E.
MAYAGUEZ TOWN CENTER CORP
MAYAGUEZ TOWN CENTER CORP
MAYRA COLON GONZALEZ Y
MAYRA MARRERO ORTEGA &
MAYRA MEJIAS BATISTA
MCCLOSKEY, MULET & BONNIN
MELVIN ROSA VELAZQUEZ
MERCEDES NICASIO RODRIGUEZ
MERIT PAPER CORP.DBA
METRO DATA
MICHAEL C DUNSTON LAW OFFICES
MICHAEL PAGAN RIOS

MICHAEL ROSADO OQUENDO
MICHELLE MARIE
MIGDALIA GARCIA
MIGDALIA MENDEZ COTTO
MIGDALIA ORTIZ RAMIREZ
MIGDALIA OTERO & ATTY RAMON
MIGDALIA RAMOS VERDEJO
MIGDALIA RIVERA RIVERA &
Miguel A Figueroa
MIGUEL A GUZMAN
MIGUEL A SUAZO GONZALES
MIGUEL A. ROBLES
MIGUEL AVILES AYALA
MIGUEL JIMENEZ
MIGUEL MALDONADO
MIGUEL NIEVES
MIGUEL RIVERA RIVERA
MIGUEL ROSA SOTO
MIGUEL SANTIAGO
MILAGROS NEGRON ESCALERA
MILAGROS SOLIS
MILBANK, TWEED, HADLEY &
MILTON CORTES
MINERVA PEREZ TORRES
MIRELYS ROBLES DIAZ
MIRIAM CRUZ MIRANDA
MIRIAM M. NADAL MARTINEZ&
MIRIAM MARQUEZ MONTALVO
MIRIAM PEREZ IRIZARRY & ATTNY
MIRIAM RAMOS BOSQUES
MIRIDIAN Y.CARDONA SOTO
MIRTHA I COLON CARRASQUILLO
MJS. CAGUAS LIMITED PARTNER
MORGAN LEWIS & BOCKIUS
MPR DEL NORTE LP,S.E.F/B/O
MUNICIPIO AUTONOMO DE PONCE
MUNICIPIO DE AGUADILLA
MUNICIPIO DE ARECIBO
MUNICIPIO DE BAYAMON
MUNICIPIO DE CABO ROJO
MUNICIPIO DE CAGUAS
MUNICIPIO DE CAROLINA
MUNICIPIO DE CAYAEY
MUNICIPIO DE CAYEY
MUNICIPIO DE FAJARDO
MUNICIPIO DE GUAYAMA
MUNICIPIO DE GUAYNABO
MUNICIPIO DE HATILLO
MUNICIPIO DE HUMACAO
MUNICIPIO DE ISABELA
MUNICIPIO DE JUANA DIAZ
MUNICIPIO DE MANATI

MUNICIPIO DE MAYAGUEZ
MUNICIPIO DE PONCE
MUNICIPIO DE SAN GERMAN
MUNICIPIO DE SAN JUAN
MUNICIPIO DE SAN SEBASTIAN
MUNICIPIO DE TRUJILLO
MUNICIPIO DE VEGA BAJA
MUNOZ BONETA BENITEZ PERAL
MUSEO DE ARTE DE PONCE
MUSEO DE ARTE DE PUERTO RICO
MYRTHA SANTANA DIAZ &
NANCY CLAUDIO VAZQUEZ
NANCY DIAZ TORRES
NATIONAL PAYMENT CENTER
NATIONAL PAYMENT CENTER
NATIONAL SEMINARS GROUP
NATIVIDAD ARROYO MELENDEZ
NAVAS & RODRIGUEZS.C.
NAVE INC. D/B/A ECONO TURABO
NCR CORPPORATION OF PR
NELIDA MARTINEZ RODRIGUEZ &
NELIDA SANCHEZ
NELSON ALVAREZ ROLON
NELSON ESCALONA IRIGOYEN
NELSON GERENA ROSARIO
NELSON PEREZ
NEON SHOP-ONLINE ORDERS
NESTOR CHAMORRO TORRES
NEW ENVIRONMENT CO.
NEW LIGHT TECHNOLOGY
NEWLAND ASSOCIATES
NEYDA REYES
NH DEPT. OF HEALTH & HUMAN
NICHOLS NEWMAN LOGAN
NIGAGLIONI & FERRAIUOLI LAW
NILSA NIEVES GERENA
NITZA RIVERA MARRERO &
NIURVI ABREU VELEZ
NOEMI P. RIOS ROSA & ATNNY
NOMAR AGOSTO BELTRAIN
NORBERTO DIAZ IRIZARRY
NORBERTO DIAZ MARTINEZ
NORMA BENITEZ PAULO,MARIO
NORMA I GARCIA QUINONES
NORMA I LANDRON
NORMA ZAYAS
NUESTRA BELLEZA LATINA
NYS CHILD SUPPORT
ODALIE NEGRON ROSADO
ODALY SANTIAGO QUINONES
OLGA MERCADO CABRERA
OLGA DE JESUS

OLGA I. PINERO SANTIAGO
OLGA IRIS BARBOSA
OLGA RIVERA GARCIA
OLGA RODRIGUEZ LAGUER &
OLIMAC MANUFACTURING CORP
OMAEL RODRIGUEZ
OMAR A.SOLER ITHIER
OMAR CORPORATION
ONELINK COMMUNICATIONS
ONIX ORTIZ ROSADO
ONTARIO CREDIT
OPTIMUM COMPUTER SYSTEMS
ORE-CAL CORP.
ORLANDO DEGRO ORTIZ
ORLANDO GONZALEZ
ORLANDO RAMIREZ
ORLANDO RIVERA REMEDIOS& ATTY
OSI COLLECTION SERVICES, INC.
OVERSEAS INSURANCE AGENCY INC.
P.D.C.M. ASSOCIATES S.E
PABLO TORRES REYES
PAONESSA ALFOMBRAS
PAPER DIRECT INC
PARADISUS PUERTO RICO
PARISSI P.S.C.
PAYASA PIRAGUITA
PAYASO MIGUELIN
PEDRO DIAZ MARTINEZ &
PEDRO J SALICRUP & ASSOCIADOS
PEDRO J.SANTIAGO VELAZQUEZ
PEDRO M RIVERA RODRIGUEZ
PEDRO MARCANO LOPEZ &
PEDRO VILLEGAS
PELUET OF PUERTO RICO
PENNSYLVANIA SCDU
PEOPLE'S ADVANTAGE
PEOPLES CHOICE MARTS N.V.
PETER JOHN PORRATA
PHYSICAL THERAPY EXPERTS PSC
PIETRANTONI MENDEZ & ALVAREZ
PIONEER CREDIT RECOVERY
PITNEY BOWES PURCHASE POWER
PIZARRO LAW FIRM, P.S.C
PIZARRO LAW OFFICES
PLAZA CAROLINA MALL LP
PLAZA GUAYAMA, S.E.
PLAZA JUANA DIAZ INC.
PLAZA LAS AMERICAS, INC.
PLYMOLD SEATING
PONCE SHOPPING CENTER.
POOL PALACE
POORE BROTHERS INC



POPULAR AUTO,INC.
POST & ROMERO
POSTAGE BY PHONE
POSTMASTER DE CAROLINA
POSTMASTER SAN JUAN
POULETTE BOURET
POWER ENGINEERING INC
POWER SURVEY LTD.
PR NEWSWIRE ASSOCIATION LLC
PRISCILLA RIVERA & ATTN
PRODUCE REPORTER CO.
PROFESSIONAL TECHNICAL
PROFILES OF PUERTO RICO
PROGRAM PROMOTION SERVICE INC
PROMOTORES LATINOS INC.
PRO-SEC
PROVIDENCIA RODRIGUEZ OYOLA
PROVITA COLON MARTINEZ
PRUDENTIAL
PUEBLO DE DIEGO
PUEBLO INTERNATIONAL LLC
PUERTO RICO BANKERS ASSOC.
R D MANAGEMENT CORP.
RADIOSHACK
RAFAEL A. VILLAFANE TORRES AND
RAFAEL BARRETO DUARTE
RAFAEL E ALVARADO
RAFAEL E SEIN MD
RAFAEL JIMENEZ
RAFAEL LOPEZ MACHADO
RAFAEL MERCADO DIAZ
RAFAEL OMAR ORTIZ ADORNO
RAFAEL RODRIGUEZ MENDEZ
RAFAEL SELLAS AVILES
RALPH MUNOZ DAVILA
RAMON AGOSTO ABRAHAM
RAMON ALBERTORIO
RAMON BAJANDAS SANTIAGO &
RAMON CINTRON ORTIZ
RAMON J. VELEZ SANCHEZ & ATTY.
RAMON L. ORTIZ
RAMON LLOVERAS OTERO
RAMON O. HERNANDEZ ALMESTICA
RAMON SUAREZ
RAMONITA RIVERA
RANDY ESCRIBANO FIGUEROA
RAQUEL CUEVAS
RAUL GALLARDO MUNIZ
RAWLSTON STEWART
RAYDA MARRERO &
RAYMOND EDWARDS
RD TRUJILLO ALTO, LLC

REAL LEGACY ASSURANCE CO INC.
REBECCA BAEZ LEON
REBECCA RIOS LOPEZ
REISHARITZA ORTIZ VIERA
RELP CAGUAS LIMITED PARTNER
RESTAURANTE EL PASEO
RESTAURANTE UNO 90
REYNALDO FLORES LOZADA
REYNALDO QUINONEZ MAYAQUEZ
REYNALDO ROMERO PARIS
RIGOBERTO SANCHEZ
ROBERT A NORAT CID
ROBERT JOYNER
ROBERT LOCKE
ROBERTO CARATTINI
ROBERTO CLASS ROSARIO
ROBERTO FIGUEROA
ROBERTO LOPEZ &
ROBERTO LOPEZ OLIVER
ROBERTO ZAYAS
RODOX MEMORIAL INC
RODRIGUEZ MARXUACH
ROMANOS MACARONI GRILL
RONALD W COTTERIL & ASSOCIATES
ROSA DON ZABALA & ATTNY MIGUEL
ROSA J ROMAN SANCHEZ& ATTY
ROSA M MONGE &
ROSA M MUNIZ RIVERA
ROSA M. MENDEZ GONZALEZ &
ROSA MONTERO BERRIOS &
ROSA ROSA MEDINA
ROSITA RIVERA
RUBEN DELGADO BERRIOS
RUBEN MATOS CASTRO
RUPERTA ESTEVES
RUY N. DELGADO ZAYAS
S & D ENTERPRISES
S & W VIDEO
SACHA CARDONA
SAIDA GONZALEZ HERNANDEZ
SALVATION ARMY
SAMIRAH R. ZARATE VILLARD
SAMIRAH R. ZARATE VILLARD
SAMUEL ECHEVARRIA
SAMUEL RUIZ PINEIRO
SAN JORGE CHILDREN'S HOSP.
SAN JUAN MEDICAL IMAGING
SANDRA SANTIAGO OCASIO& ATTY
SANDY DIAZ SANTANA
SANTA MARIA ASSOCIATES S.E.
SANTA REAL REALTY INC
SANTA SANCHEZ

SANTIAGO CRUZ PEREIRA
SANTO E. SERRANO RODRIGUEZ
SANTOS SANABRIA
SANTOS ACEVEDO
SANTOS T. ROSARIO MAYSONET
SARA H RIVERA
SASHA CARDONA
SATCO PRODUCTS OF PUERTO RICO
SAVE A SATO
SCHUSTER & AGUILO LLP
SEARS COMMERCIAL
SEARS ROEBUCK DE PUERTO RICO
SECRETARIA DEL TRIBUNAL
SECRETARIO DE HACIENDA
SECRETARIO DE HACIENDA (DACO)
SECRETARIO DEL TRIBUNAL
SEM CORTES PRIETO
SERVICIOS PARALEGALES Y
SHRM CAPITULOS ESTUDIANTILES
SILVIA A DIAZ RINCON &
SIMON PLAZA CAROLINA
SIXTO COLON RODRIGUEZ
SKILL PATH SEMINARS
SME ASOCIACION DE EJECUTIVOS
SOL MARILYS MELENDEZ ROMAN
SONIA BONET
SONIA MENDEZ CRUZ
SONIA N GONZALEZ QUINONEZ
SONIA PEREZ SALES
SONIA RIVERA SOTO
SPECIAL OCCASIONS
SPECK PRODUCTS
SR.AGUSTIN MARTINEZ
STATE OF DELAWARE
STEPHEN M. ROSSON
STEVEN J. BOCKINO ANGELUCCI
SUGAR BEACH RESORT
SUPERMARKET NEWS
SUPERMERCADO SIEMPRE, INC.
SUPERMERCADOS MAXIMO, INC.
SUPERMERCADOS SELECTO
SUSANA SANTAMARIA
SWISS CHALET INC
SYNAPSE RETAIL VENTURES
T M R DIAGNOSTIC IMAGING
TALLYGENICOM LP
TAMARIND REEF HOTEL
TANIA IVETTE ALVARADO
TANIA SANTANA SANTOS
TECNICENTROS
TEKSERVE POS LLC
TEMCO

TEODORO TABUYO LLAMAS
TERESA ROSA RIVERA
THE BANKERS CLUB OF PR
THE BEST KITCHEN EQUIPMENT,INC
THE HR BOX
THE MARCO COMPANY
THE NEW PONCE SHOPPING CENTER
THE OFFICE SHOP
THE POWER PLACE, INC.
THOMAS BUGASTO SUAU
THOMSON INC.
THOMSON WEST
THYRZA M MARTINEZ
TITA SANTIAGO
TITERES CIBUCO
TOMAS LOPEZ
TOMASITA NIEVES SANTIAGO &
TONY VEGA
TORIBIO CASTRO
TOTALINE
TOTTI RODRIGUEZ DIAZ
TRACY FERRAN
TRAINING RESOURCES
TRAMITES Y SERVICIOS
TREASURER OF THE UNITED STATES
TRENDS INTERNATIONAL INC.
TRINIDAD CANALES
U.S. DEPARTMENT OF EDUCATION
UNION EMPLEADOS DE PUEBLO INT.
UNIVERSIDAD DE PUERTO RICO
UNIVERSIDAD INTERAMERICANA
UNIVERSIDAD SAGRADO CORAZON
UPROMISE COLLEGE FUND
URSULA M. PACHECO
USDA-AMS
USERA LAW OFFICES
V.I.DEPARTMENT OF HEALTH
VALLEJO & VALLEJO
VENTANAS CARIBE INC
VERONICA RODRIGUEZ
VICENTE BAEZ
VICENTE LOPEZ
VICTOR CHARRIEZ VEGA
VICTOR IRLANDA ORTIZ
VICTOR M GONZALEZ
VICTOR ROJAS
VICTORIA ANTHONY &
VILLA NUEVA DRIVING SCHOOL
VIRGEN LEDESMA ORTIZ
VIRTUAL INC
VIVIAN M VARGAS
VIVIAN RODRIGUEZ DEL TORO

W. O'CONNOR & ASSOCIATES
WALDEMAR MONTERO
WALID J. NOFAL SERRANO
WALKER'S BY THE SEA
WALTER OR EMILY JOACHIM
WALTER RAMIREZ PAGAN
WANDA GONZALEZ IRIZARRY
WAREHOUSE TRAINING GROUP
WELDER'S OUTLET INC.
WESCO
WEST INDIA MACHINERY
WESTERN AUTO
WESTERN UNION FOUNDATION
WESTERNBANK PUERTO RICO
WILFREDI PASTOR CANALES
WILFREDO ELIAS NIEVES, MARIA T.
WILFREDO GINES MOLINA
WILFREDY PASTOR CANALES
WILLIAM AGOSTO ROSARIO
WILLIAM ALICEA CARRAZCO
WILLIAM FELICIANO, ZORAIDA
WILLIAM H.MANSFIELD
WILLIAM T. KEON
WILLIAN RIVERA
WILLPRINT COMMERCIAL PRINT
WILMA MALDONADO MEDINA & ATTY
WILSON CORCHADO TORRES
WILSON D. COLBERG TRIGO
WYNDHAM EL SAN JUAN HOTEL
YABUCOA DEVELOPMENT SE
YARAS SERVICE
YARELIX ALICEA VIVES & ATTY
YASHIRA DIAZ
YERI M DISLA
YUSSEFF DAVILA FRANCESCHI
ZAYLINDA VELAZQUEZ GONZALEZ
ZEAM CONSULTING SERVICES INC.
ZEN SPA
ZORAIDA ORTA OLIVENCIA