

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

_____)	
IN RE:)	CHAPTER 11 CASES
)	
ONE SOURCE INDUSTRIAL HOLDINGS, LLC,)	CASE NO. 14-44996-rfn-11
ONE SOURCE INDUSTRIAL, LLC,)	CASE NO. 15-40038-dml-11
)	
DEBTORS.)	Jointly Administered Under
_____)	Case No. 14-44996-rfn-11

**JOINT PLAN OF REORGANIZATION PROPOSED BY THE DEBTORS
UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

J. Robert Forshey
State Bar No. 07264200
Suzanne K. Rosen
State Bar No. 00798518
Forshey & Prostok LLP
777 Main Street, Suite 1290
Fort Worth, Texas 76102
Telephone: (817) 877-8855
Facsimile: (817) 877-4151
bforshey@forsheyprostok.com
srosen@forsheyprostok.com

ATTORNEYS FOR DEBTOR
AND DEBTOR-IN-POSSESSION

DATED: July 14, 2015
Fort Worth, Texas

One Source Industrial Holdings, LLC, and One Source Industrial, LLC, the Debtors in the above-captioned bankruptcy cases, hereby propose the following Joint Plan of Reorganization pursuant to subsection 1121(a) of the Bankruptcy Code.

ARTICLE I.

DEFINITIONS

A. Defined Terms. In addition to such other terms as are defined in other sections of the Plan, the following terms shall have the meanings set forth below (such meanings to be equally applicable to both the singular and plural, masculine and feminine forms of the terms defined).

1.01. "Administrative Expense" means any cost or expense of administration of the Chapter 11 Cases allowed under subsections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, any actual and necessary expenses of preserving the estates of the Debtors, any actual and necessary expenses of operating the business of the Debtors, all compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under section 330 or 503 of the Bankruptcy Code, and any fees or charges assessed against the estates of the Debtors under section 1930, chapter 123 of title 28 of the United States Code.

1.02. "Allowed," when used with respect to a Claim (other than an Administrative Expense), means a Claim (a) to the extent it is not Contested; or (b) a Contested Claim, proof of which was filed timely with the Bankruptcy Court, and (i) as to which no Objection was filed by the Objection Deadline, or (ii) as to which an Objection was filed by the Objection Deadline, to the extent, if any, such Claim is ultimately allowed by a Final Order; provided however, if a Claim is to be determined in a forum other than the Bankruptcy Court, such Claim shall not become Allowed until determined by Final Order of such other forum and allowed by Final Order of the Bankruptcy Court. "Allowed," when used with respect to an Administrative Expense, shall mean an Administrative Expense approved by application to the Bankruptcy Court.

1.03. "Amegy Bank Claim" means, collectively, all Claims held or asserted by or on behalf of Amegy Bank National Association d/b/a Amegy Bank Business Credit or any affiliate of such entity against the Debtors.

1.04. "Assets" includes all right, title, and interest in and to all property of every type or nature owned or claimed by the Debtors as of the Petition Date, together with all such property of every type or nature subsequently acquired by the Debtors through the Effective Date, whether real or personal, tangible or intangible, and wherever located, and including, but not limited to, property as defined in section 541 of the Bankruptcy Code.

1.05. "Available Net Free Cash Flow" The amount (if any) of Cash on the balance sheet of the Reorganized Debtor at the end of each calendar quarter over and above the Cash Reserve, after the payment by the Reorganized Debtor of all other payments pursuant to the Plan, and after the funding of the Reserve Account, and which is available for distribution to the holders of Allowed Class 7 General Unsecured Claims.

1.06. "Avoidance Action" means a cause of action assertable by either of the Debtors or Reorganized Debtor pursuant to Chapter 5 of the Bankruptcy Code, including without limitation, actions brought or which may be brought under sections 542, 543, 544, 545, 547, 548, 549, 550, or 553 of the Bankruptcy Code.

1.07. "Ballot" means the form of ballot provided to holders of Claims or Interests entitled to vote pursuant to Bankruptcy Rule 3017(d), by which each such holder may accept or reject the Plan.

1.08. "Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended and codified at Title 11 of the United States Code.

1.09. "Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division, or such other court having jurisdiction over all or any part of the Chapter 11 Cases.

1.10. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to the Chapter 11 Cases, including applicable local rules of the Bankruptcy Court.

1.11. "Business Day" means any day other than Saturday, Sunday, a legal holiday, or a day on which national banking institutions in Texas are authorized or obligated by law or executive order to close.

1.12. "Capital Reserve Account" means an account to be established by the Reorganized Debtor to cover capital costs, the acquisition of new equipment and unusual unanticipated expenditures, including unexpected repair costs.

1.13. "Cash" means legal tender of the United States of America, cash equivalents and other readily marketable securities or instruments, including, but not limited to, readily marketable direct obligations of the United States of America, certificates of deposit issued by banks or commercial paper.

1.14. "Cash Reserve" shall refer to a reserve of cash, determined as of the end of each calendar quarter, equal to the sum of \$500,000.

1.15. "Chapter 11 Cases" means the above captioned and numbered reorganization cases of the Debtors under Chapter 11 of the Bankruptcy Code.

1.16. "Claim" means (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured (including potential and unmatured tort and contract claims), disputed, undisputed, legal, equitable, secured or unsecured, or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured (including potential and unmatured tort and contract claims), disputed, undisputed, secured or unsecured.

1.17. "Claimant" means the holder of a Claim.

1.18. "Class" means a class of Claims or Interests as described in the Plan.

1.19. "Collateral" means any Asset subject to a valid and enforceable Lien to secure payment of a Claim.

1.20. "Collection Costs" means attorney's fees, expenses and other costs of collection which any Creditor may seek to recover from the Debtors pursuant to either the relevant loan documents or applicable law, but only to the extent actually Allowed by a Final Order.

1.21. "Confirmation Date" means the date of entry of the Confirmation Order.

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

1.23. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.

1.24. "Contested," when used with respect to a Claim, means a Claim against the Debtors that is listed in the Debtors' Schedules as disputed, contingent, or unliquidated; that is listed in the Debtors' Schedules as undisputed, liquidated, and not contingent and as to which a proof of Claim has been filed with the Bankruptcy Court, to the extent the proof of Claim amount exceeds the scheduled amount; that is not listed in the Debtors' Schedules, but as to which a proof of Claim has been filed with the Bankruptcy Court; or as to which an objection has been or may be timely filed and has not been denied by Final Order. To the extent an objection relates to the allowance of only a part of a Claim, such Claim shall be a Contested Claim only to the extent of the objection.

1.25. "Creditor" means a "creditor," as defined in section 101(10) of the Bankruptcy Code.

1.26. "Cure Claim" means the payment or other performance required to cure any existing default under an Executory Contract.

1.27. "Debtors" means, collectively, One Source Industrial Holdings, LLC, and One Source Industrial, LLC, the debtors and debtors-in-possession in the above-captioned Chapter 11 Cases.

1.28. "Disallowed," when used with respect to all or any part of a Claim or Equity Interest, means that portion of a Claim or Equity Interest to which an objection or motion to disallow has been sustained by a Final Order.

1.29. "Disclosure Statement" means the Disclosure Statement filed with respect to the Plan, as it may be amended, modified, or supplemented from time to time.

1.30. "Distribution" means any payment or other distribution of property pursuant to the Plan.

1.31. "Effective Date" means the later to occur of (a) eleven (11) days after the Confirmation Date if the Confirmation Order is not stayed or, if the Confirmation Order is stayed, the first Business Day following the lifting, dissolution, or removal of such stay which is at least eleven (11) days after the Confirmation Date, and (b) the first Business Day that each of the conditions to the effectiveness of the Plan set forth in Article X below are satisfied or waived.

1.32. "Estate Claims" means all claims and causes of action held by the Debtors' bankruptcy estates, including without limitation all Avoidance Actions.

1.33. "Estate Defenses" means all defenses, affirmative defenses, counterclaims, or offsets by the Debtors' bankruptcy estates against any Person, including but not limited to any Creditor.

1.34. "Executory Contract" shall refer to any executory contract or unexpired lease which is subject to section 365 of the Bankruptcy Code.

1.35. "Factoring Agreement" means that certain Purchase and Sale Agreement/Security Agreement by and between Amegy Bank National Association d/b/a Amegy Bank Business Credit and the Debtors.

1.36. "Final Order" means an order or judgment of the Bankruptcy Court or any other court or adjudicative body, as to which the time to appeal or seek rehearing or petition for certiorari shall have expired or which order or judgment shall no longer be subject to appeal, rehearing, or certiorari proceeding and with respect to which no appeal, motion for rehearing, or certiorari proceeding or stay shall then be pending.

1.37. "General Unsecured Claim" means any Claim against the Debtors that is not an Administrative Expense, a Priority Tax Claim, a Priority Non-Tax Claim, the Texas Sales Tax Claim, Secured Tax Claim, a Secured Claim, an Other Secured Claim, or the Amegy Bank Claim.

1.38. "Initial Distribution Date," when used with respect to each Claim, means the later of (a) one hundred twenty (120) days after the Effective Date, or (b) sixty (60) days after the date on which a Contested Claim becomes an Allowed Claim.

1.39. "Interests" means any equity or stock ownership interest in the Debtors.

1.40. "Lien" means any mortgage, lien, charge, security interest, encumbrance, or other security device of any kind affecting any asset or property of the Debtors contemplated by section 101(37) of the Bankruptcy Code.

1.41. "Liquidation Analysis" means **Exhibit "C"** to the Disclosure Statement.

1.42. "Newco" shall mean a new corporate entity, likely a Texas limited liability company, to be formed by Debtors' management on or before the Effective Date.

1.43. "Objection" means (a) an objection to the allowance of a Claim interposed by any party entitled to do so within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, and (b) as to any Taxing Authority, a proceeding commenced under section 505 of the Bankruptcy Code to determine the legality or amount of any tax.

1.44. "Objection Deadline" means the day that is one hundred eighty (180) days after the Effective Date, unless extended by order of the Bankruptcy Court.

1.45. "Other Secured Claim" means any Secured Claim other than the Texas Sales Tax Claim, a Secured Tax Claim, or a Secured Claim.

1.46. “Person” means any individual, corporation, general partnership, limited partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, government, or any political subdivision thereof or other entity.

1.47. “Petition Date,” when referring to the Chapter 11 Case of One Source Industrial Holdings, LLC, means December 16, 2014; and, when referring to the Chapter 11 Case of One Source Industrial, LLC, means January 4, 2015.

1.48. “Plan” means this Chapter 11 plan of reorganization, either in its present form or as it may be altered, amended, or modified from time to time.

1.49. “Plan Documents” means the documents that aid in effectuating the Plan as specifically identified as such herein and filed with the Bankruptcy Court in accordance with Article XIV of the Plan.

1.50. “Priority Claim” means a Claim (other than a Claim for an Administrative Expense) to the extent that it is entitled to priority in payment under section 507(a) of the Bankruptcy Code.

1.51. “Priority Non-Tax Claim” means a Priority Claim other than a Priority Tax Claim.

1.52. “Priority Tax Claim” means a Claim, other than the Texas Sales Tax Claim, of a governmental unit of the kind specified in subsection 507(a)(8) of the Bankruptcy Code.

1.53. “Pro Rata Share,” with respect to an Allowed Claim, means the proportion that the amount of such Allowed Claim bears to the aggregate amount of all Claims or Interests in a particular Class, including Contested Claims but not including Disallowed Claims as calculated on the Initial Distribution Date.

1.54. “Professional” means those persons retained pursuant to an order of the Bankruptcy Court in accordance with sections 327 and 1103 of the Bankruptcy Code or who are entitled to compensation or reimbursement pursuant to sections 503(b)(3)(D) or 506(b) of the Bankruptcy Code.

1.55. “Rejection Claim” means a Claim arising under section 502(g) of the Bankruptcy Code as a consequence of the rejection of any executory contract or unexpired lease.

1.56. “Reorganized Debtor” means the Debtors and their affiliates Dynamic Rental Systems LLC, One Source Industrial Services LLC, One Source Well Services LLC, and One Source Industrial Environmental LLC, as substantively consolidated and merged into Newco as described in section 7.01 of the Plan, from and after the Effective Date.

1.57. “Reserve Account” shall mean a bank account established to hold funds earmarked to cover the Reorganized Debtor’s ongoing expenses for insurance and all forms of taxes, including property taxes, sales taxes, franchise taxes and income taxes.

1.58. “Schedules” means the schedules of assets and liabilities and the statement of financial affairs filed by the Debtors as required by section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules or statements have been or may be subsequently amended.

1.59. "Secured Claim" means (a) a Claim secured by a lien on any Assets, which lien is valid, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law, and which is duly Allowed, but only to the extent of the value of the holder's interest in the Collateral that secures payment of the Claim; (b) a Claim against the Debtors that is subject to a valid right of recoupment or setoff under section 553 of the Bankruptcy Code, but only to the extent of the Allowed amount subject to recoupment or setoff as provided in section 506(a) of the Bankruptcy Code; and (c) a Claim deemed or treated under the Plan as a Secured Claim; provided, that, to the extent that the value of such interest is less than the amount of the Claim which has the benefit of such security, the unsecured portion of such Claim shall be treated as a General Unsecured Claim unless, in any such case the Class of which the Claim is a part makes a valid and timely election in accordance with section 1111(b) of the Bankruptcy Code to have such Claim treated as a Secured Claim to the extent Allowed.

1.60. "Secured Creditor" means the holder of a Secured Claim.

1.61. "Secured Tax Claim" means any ad valorem tax Claim that arises or is deemed to have arisen on or before the Petition Date, irrespective of the date on which such Claim is assessed or due.

1.62. "Substantial Consummation" means the day on which a Creditor first receives a Distribution of any kind under the terms and provisions of the Plan.

1.63. "Taxing Authority" shall include the State of Texas or any subdivision thereof, including without limitation any political subdivision of the State of Texas assessing ad valorem taxes against any of the Assets.

1.64. "Texas Sales Tax Claim" means, collectively, all Claims held or asserted by or on behalf of the Texas Comptroller of Public Accounts (the "Comptroller") for sales or use taxes, or for penalties, interest, or other charges associated with sales or use taxes, whether or not such Claim or any portion thereof (a) is secured by a Lien on Assets, (b) is or may be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code, or (c) is asserted by the Comptroller in its own right or on behalf of another Person.

1.65. "Unclaimed Property" means any cash, Distribution, or any other property of Reorganized Debtor unclaimed for a period of one (1) year after the applicable Initial Distribution Date.

B. Interpretation. Unless otherwise specified, all section, article and exhibit references in the Plan are to the respective section in, article of, or exhibit to, the Plan, as the same may be amended, waived, or modified from time to time. The headings in the Plan are for convenience and reference only and shall not limit or otherwise affect the provisions hereof. The rules of construction set forth in section 102 of the Bankruptcy Code, other than section 102(5) of the Bankruptcy Code, apply to construction of the Plan. For the purposes of construction of the Plan, "or" is disjunctive.

C. Other Terms. The words "herein," "hereof," "hereto," "hereunder," and others of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. References herein to "after notice and hearing" or other similar language shall have the same meaning as in section 102(1) of the Bankruptcy Code. Otherwise,

a term used herein that is not specifically defined herein shall have the meaning ascribed to that term, if any, in the Bankruptcy Code.

D. Exhibits and Plan Documents. All Exhibits to the Plan and all Plan Documents are incorporated into the Plan by this reference and are a part of the Plan as if set forth in full herein. Any Plan Documents may be filed with the Clerk of the Bankruptcy Court prior to the commencement of the Confirmation Hearing. Holders of Claims and Interests may obtain a copy of the Plan Documents, once filed, by a written request sent to the following address: Forshey & Prostok, LLP, 777 Main Street, Suite 1290, Fort Worth, Texas 76102, Attention: Linda Breedlove; Fax number (817) 877-4151; email: lbreedlove@forsheyprostok.com.

ARTICLE II.

CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

2.01. The following is a designation of the Classes of Claims and Interests under the Plan. Administrative Expenses, Priority Claims of the kinds specified in sections 507(a)(2) and 507(a)(3) of the Bankruptcy Code and Priority Tax Claims have not been classified, are excluded from the following Classes in accordance with section 1123(a)(1) of the Bankruptcy Code, and their treatment is set forth in Article III of the Plan. A Claim shall be deemed classified in a particular Class only to the extent that the Claim qualifies within the description of that Class. A Claim is included in a particular Class only to the extent that the Claim is an Allowed Claim in that Class.

- Class 1 – Texas Sales Tax Claim
- Class 2 – Secured Tax Claims
- Class 3 – Secured Claims¹
- Class 4 – Other Secured Claims
- Class 5 – Priority Non-Tax Claims
- Class 6 – Amegy Bank Claim
- Class 7 – General Unsecured Claims
- Class 8 – Interests

ARTICLE III.

IDENTIFICATION OF IMPAIRED CLASSES OF CLAIMS AND INTERESTS

3.01. Impaired Classes of Claims and Interests. Class 6 (Amegy Bank Claim) is unimpaired under the Plan. Every other Class in the Plan is impaired.

3.02. Impairment or Classification Controversies. If a controversy arises as to the classification of any Claim or Interest, or as to whether any Class of Claims or Interests is impaired under the Plan, the Bankruptcy Court shall determine such controversy as a part of the confirmation process.

¹ Each Secured Trade Claim is placed in a separate Class for purposes of voting on and receiving Distributions under the Plan. See section 5.03 of the Plan.

ARTICLE IV.

TREATMENT OF UNCLASSIFIED CLAIMS

4.01. Administrative Expenses

(a) Each holder of an Allowed Administrative Expense shall receive, at Reorganized Debtor's option, (i) the amount of such holder's Allowed Administrative Expense in one Cash payment on the later of the Effective Date or the tenth (10th) Business Day after such Claim becomes an Allowed Claim, (ii) the amount of such holder's Allowed Administrative Expense Claim in accordance with the ordinary business terms of such expense or cost, or (iii) such other treatment as may be agreed to in writing by such Administrative Expense Claimant and Reorganized Debtor, or as ordered by the Bankruptcy Court.

(b) Unless the Bankruptcy Court orders to the contrary or Reorganized Debtor agrees to the contrary in writing, the holder of a Claim for an Administrative Expense, other than such a Claim by a Professional, a liability incurred and paid in the ordinary course of business by the Debtors, or an Allowed Administrative Expense, shall file with the Bankruptcy Court and serve upon Reorganized Debtor and its counsel a written notice of such Claim for an Administrative Expense within thirty (30) days after the Effective Date. Such notice shall include at a minimum: (i) the name, address, telephone number and fax number (if applicable) of the holder of such Claim, (ii) the amount of such Claim, and (iii) the basis of such Claim (including any documentation evidencing or supporting such Claim). **FAILURE TO TIMELY AND PROPERTY FILE AND SERVE SUCH NOTICE SHALL RESULT IN SUCH CLAIM FOR AN ADMINISTRATIVE EXPENSE BEING FOREVER BARRED, DISALLOWED AND DISCHARGED WITHOUT FURTHER ORDER OF THE BANKRUPTCY COURT.**

(c) An Administrative Expense, for which a proper notice was filed and served under subsection 4.01(b) of the Plan, shall become Allowed if no Objection is filed within thirty (30) days of the filing and service of such notice. If a timely Objection is filed, the Administrative Expense shall become Allowed only to the extent Allowed by a Final Order.

(d) The procedures set forth in subsections 4.01(b) and 4.01(c) of the Plan shall not apply to Professionals, who shall each file and submit a final fee application to the Bankruptcy Court no later than sixty (60) days after the Effective Date. A Claim for Administrative Expense by a Professional in respect of which a final fee application has been properly filed and served shall become an Allowed Administrative Expense Claim only to the extent allowed by Final Order and, if so Allowed, shall be paid in accordance with subsection of 4.01(a) the Plan. Professional fees and expenses to any Professional incurred on or after the Effective Date may be paid without necessity of application to or order by the Court.

(e) This section 4.01 of the Plan shall not apply to expenses incurred by the Debtors in the ordinary course of the Debtors' businesses.

4.02. Priority Tax Claims. Each holder of an Allowed Priority Tax Claim shall receive, at the Debtors' option, (a) the amount of such holder's Allowed Claim in one Cash payment on the Initial Distribution Date; (b) the amount of such holder's Allowed Claim, in equal annual Cash payments on each anniversary of the Initial Distribution Date with interest thereon at the non-default statutory rate applicable to the tax in question, without penalties, until the last anniversary of the Initial Distribution Date that precedes the sixth (6th) anniversary of the date of

assessment of such Allowed Claim; or (c) such other treatment as may be agreed to in writing by the holder of the Priority Tax Claim and the Debtors.

4.03. Trustee's Fees. Reorganized Debtor shall pay the U.S. Trustee's quarterly fees incurred pursuant to 28 U.S.C. § 1930(a)(6). Any fees due as of the Confirmation Date shall be paid in full on the Effective Date. After the Confirmation Date, Reorganized Debtor shall pay quarterly fees as they accrue until a final decree is entered and the Chapter 11 cases are closed. Reorganized Debtor shall file with the Bankruptcy Court and serve on the U.S. Trustee quarterly financial reports for each quarter, or portion thereof, that the Chapter 11 Cases remains open.

ARTICLE V.

TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

5.01. Class 1 – Texas Sales Tax Claim. The holder of the Allowed Texas Sales Tax Claim shall receive substantially equal annual Cash payments, beginning on the Initial Distribution Date, sufficient to amortize the full amount of such Allowed Texas Sales Tax Claim over five (5) years, with interest thereon at the rate of five percent (5%) per annum, without penalties, accruing from and after the Effective Date on the unpaid principal balance of the Texas Sales Tax Claim.

5.02. Class 2 – Secured Tax Claims. Each holder of an Allowed Secured Tax Claim shall receive, at the Debtors' option, (a) the amount of such Allowed Secured Tax Claim in one Cash payment on the Initial Distribution Date; (b) substantially equal annual Cash payments, beginning on the Initial Distribution Date, sufficient to amortize the full amount of such Allowed Secured Tax Claim over five (5) years, with interest thereon at the non-default statutory rate applicable to the tax in question, without penalties, accruing from and after the Effective Date on the unpaid principal balance of such Allowed Secured Tax Claim; or (c) such other treatment as may be agreed to in writing by the holder of such Secured Tax Claim and the Debtor

5.03. Class 3 – Secured Claims. Secured Claims consist of the Secured Claims described in this section 5.03 of the Plan. Each subclass of Secured Claims, as described below, constitutes a separate Class for purposes of accepting or rejecting the Plan and for receiving Distributions under the Plan.

(a) Class 3(a) – Ally Secured Claim. The Ally Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Ally Bank, Ally Financial Inc., or any affiliate of either entity against the Debtors. The holder of the Allowed Ally Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Ally Secured Claim in full satisfaction of the Allowed Ally Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Ally Secured Claim; (c) treatment of the Allowed Ally Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Ally Secured Claim and the Debtors.

(b) Class 3(b) – Amigo Truck Secured Claim. The Amigo Truck Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Amigo Truck Ltd. or any affiliate of such entity against the Debtors. The holder of the Allowed Amigo Truck Secured Claim shall receive, on or as soon as practicable after the Initial Distribution

Date, either (a) return of the Collateral securing the Allowed Amigo Truck Secured Claim in full satisfaction of the Allowed Amigo Truck Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Amigo Truck Secured Claim; (c) treatment of the Allowed Amigo Truck Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Amigo Truck Secured Claim and the Debtors.

(c) Class 3(c) – Bank of America Secured Claim. The Bank of America Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Bank of America, N.A., or any affiliate of such entity against the Debtors. The holder of the Allowed Bank of America Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Bank of America Secured Claim in full satisfaction of the Allowed Bank of America Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Bank of America Secured Claim; (c) treatment of the Allowed Bank of America Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Bank of America Secured Claim and the Debtors.

(d) Class 3(d) – Caterpillar Secured Claim. The Caterpillar Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Caterpillar Financial Services Corporation, Cat Financial Capital, or any affiliate of either entity against the Debtors. The holder of the Allowed Caterpillar Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Caterpillar Secured Claim in full satisfaction of the Allowed Caterpillar Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Caterpillar Secured Claim; (c) treatment of the Allowed Caterpillar Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Caterpillar Secured Claim and the Debtors.

(e) Class 3(e) – Century Tokyo Secured Claim. The Century Tokyo Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Century Tokyo Leasing (USA) Inc. or any affiliate of such entity against the Debtors. The holder of the Allowed Century Tokyo Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Century Tokyo Secured Claim in full satisfaction of the Allowed Century Tokyo Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Century Tokyo Secured Claim; (c) treatment of the Allowed Century Tokyo Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Century Tokyo Secured Claim and the Debtors.

(f) Class 3(f) – Chase Secured Claim. The Chase Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Chase Auto Finance, JPMorgan Chase Bank, N.A., or any affiliate of either entity against the Debtors. The holder of the Allowed Chase Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Chase Secured Claim in full satisfaction of the Allowed Chase Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed

Chase Secured Claim; (c) treatment of the Allowed Chase Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Chase Secured Claim and the Debtors.

(g) Class 3(g) – Chrysler Secured Claim. The Chrysler Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Chrysler Capital or any affiliate of such entity against the Debtors. The holder of the Allowed Chrysler Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Chrysler Secured Claim in full satisfaction of the Allowed Chrysler Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Chrysler Secured Claim; (c) treatment of the Allowed Chrysler Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Chrysler Secured Claim and the Debtors.

(h) Class 3(h) – CNH Secured Claim. The CNH Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of CNH Industrial Capital America LLC or any affiliate of such entity against the Debtors. The holder of the Allowed CNH Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed CNH Secured Claim in full satisfaction of the Allowed CNH Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed CNH Secured Claim; (c) treatment of the Allowed CNH Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed CNH Secured Claim and the Debtors.

(i) Class 3(i) – Compass Secured Claim. The Compass Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Compass Bank BBVA or any affiliate of such entity against the Debtors. The holder of the Allowed Compass Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Compass Secured Claim in full satisfaction of the Allowed Compass Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Compass Secured Claim; (c) treatment of the Allowed Compass Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Compass Secured Claim and the Debtors.

(j) Class 3(j) – Engs Secured Claim. The Engs Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Engs Commercial Finance Co. or any affiliate of such entity against the Debtors. The holder of the Allowed Engs Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Engs Secured Claim in full satisfaction of the Allowed Engs Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Engs Secured Claim; (c) treatment of the Allowed Engs Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Engs Secured Claim and the Debtors.

(k) Class 3(k) – EverBank Secured Claim. The EverBank Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of EverBank Commercial Finance, Inc. or any affiliate of such entity against the Debtors. The holder of the

Allowed EverBank Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed EverBank Secured Claim in full satisfaction of the Allowed EverBank Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed EverBank Secured Claim; (c) treatment of the Allowed EverBank Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed EverBank Secured Claim and the Debtors.

(l) Class 3(l) – Ford Secured Claim. The Ford Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Ford Motor Credit Company LLC or any affiliate of such entity against the Debtors. The holder of the Allowed Ford Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Ford Secured Claim in full satisfaction of the Allowed Ford Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Ford Secured Claim; (c) treatment of the Allowed Ford Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Ford Secured Claim and the Debtors.

(m) Class 3(m) – GE Capital Secured Claim. The GE Capital Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of General Electric Capital Corporation or any affiliate of such entity against the Debtors. The holder of the Allowed GE Capital Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed GE Capital Secured Claim in full satisfaction of the Allowed GE Capital Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed GE Capital Secured Claim; (c) treatment of the Allowed GE Capital Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed GE Capital Secured Claim and the Debtors.

(n) Class 3(n) – Hitachi Secured Claim. The Hitachi Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Hitachi Capital America Corp. or any affiliate of such entity against the Debtors. The holder of the Allowed Hitachi Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Hitachi Secured Claim in full satisfaction of the Allowed Hitachi Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Hitachi Secured Claim; (c) treatment of the Allowed Hitachi Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Hitachi Secured Claim and the Debtors.

(o) Class 3(o) – Isuzu Secured Claim. The Isuzu Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Isuzu Finance of America, Inc. or any affiliate of such entity against the Debtors. The holder of the Allowed Isuzu Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Isuzu Secured Claim in full satisfaction of the Allowed Isuzu Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Isuzu Secured Claim; (c) treatment of the Allowed Isuzu Secured Claim in accordance with sections 1124(2) or

1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Isuzu Secured Claim and the Debtors.

(p) Class 3(p) – Key Secured Claim. The Key Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Key Equipment Finance or any affiliate of such entity against the Debtors. The holder of the Allowed Key Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Key Secured Claim in full satisfaction of the Allowed Key Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Key Secured Claim; (c) treatment of the Allowed Key Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Key Secured Claim and the Debtors.

(q) Class 3(q) – Mack Secured Claim. The Mack Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Mack Financial Services or any affiliate of such entity against the Debtors. The holder of the Allowed Mack Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Mack Secured Claim in full satisfaction of the Allowed Mack Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Mack Secured Claim; (c) treatment of the Allowed Mack Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Mack Secured Claim and the Debtors.

(r) Class 3(r) – Mercedes-Benz Secured Claim. The Mercedes-Benz Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Mercedes-Benz Financial Services USA or any affiliate of such entity against the Debtors. The holder of the Allowed Mercedes-Benz Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Mercedes-Benz Secured Claim in full satisfaction of the Allowed Mercedes-Benz Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Mercedes-Benz Secured Claim; (c) treatment of the Allowed Mercedes-Benz Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Mercedes-Benz Secured Claim and the Debtors.

(s) Class 3(s) – Pac-Van Secured Claim. The Pac-Van Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Pac-Van, Inc. or any affiliate of such entity against the Debtors. The holder of the Allowed Pac-Van Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Pac-Van Secured Claim in full satisfaction of the Allowed Pac-Van Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Pac-Van Secured Claim; (c) treatment of the Allowed Pac-Van Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Pac-Van Secured Claim and the Debtors.

(t) Class 3(t) – PACCAR Secured Claim. The PACCAR Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of PACCAR Financial Corp. or any affiliate of such entity against the Debtors. The holder of the Allowed

PACCAR Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed PACCAR Secured Claim in full satisfaction of the Allowed PACCAR Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed PACCAR Secured Claim; (c) treatment of the Allowed PACCAR Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed PACCAR Secured Claim and the Debtors.

(u) Class 3(u) – RBS Citizens Secured Claim. The RBS Citizens Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of RBS Citizens, NA, Citizens One Auto Finance, or any affiliate of either such entity against the Debtors. The holder of the Allowed RBS Citizens Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed RBS Citizens Secured Claim in full satisfaction of the Allowed RBS Citizens Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed RBS Citizens Secured Claim; (c) treatment of the Allowed RBS Citizens Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed RBS Citizens Secured Claim and the Debtors.

(v) Class 3(v) – Stearns Bank Secured Claim. The Stearns Bank Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Stearns Bank or any affiliate of such entity against the Debtors. The holder of the Allowed Stearns Bank Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Stearns Bank Secured Claim in full satisfaction of the Allowed Stearns Bank Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Stearns Bank Secured Claim; (c) treatment of the Allowed Stearns Bank Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Stearns Bank Secured Claim and the Debtors.

(w) Class 3(w) – Summit Secured Claim. The Summit Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Summit Funding Group or any affiliate of such entity against the Debtors. The holder of the Allowed Summit Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Summit Secured Claim in full satisfaction of the Allowed Summit Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Summit Secured Claim; (c) treatment of the Allowed Summit Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Summit Secured Claim and the Debtors.

(x) Class 3(x) – TD Secured Claim. The TD Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of TD Auto Finance LLC or any affiliate of such entity against the Debtors. The holder of the Allowed TD Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed TD Secured Claim in full satisfaction of the Allowed TD Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed TD Secured Claim; (c) treatment of the Allowed TD Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code.

Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed TD Secured Claim and the Debtors.

(y) Class 3(y) – U.S. Bank Secured Claim. The U.S. Bank Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of U.S. Bank or any affiliate of such entity against the Debtors. The holder of the Allowed U.S. Bank Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed U.S. Bank Secured Claim in full satisfaction of the Allowed U.S. Bank Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed U.S. Bank Secured Claim; (c) treatment of the Allowed U.S. Bank Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed U.S. Bank Secured Claim and the Debtors.

(z) Class 3(z) – Wells Fargo Secured Claim. The Wells Fargo Secured Claim consists, collectively, of all Secured Claims held or asserted by or on behalf of Wells Fargo Bank, Wells Fargo Dealer Services, Wells Fargo Equipment Finance, or any affiliate of any such entity against the Debtors. The holder of the Allowed Wells Fargo Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing the Allowed Wells Fargo Secured Claim in full satisfaction of the Allowed Wells Fargo Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Allowed Wells Fargo Secured Claim; (c) treatment of the Allowed Wells Fargo Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of the Allowed Wells Fargo Secured Claim and the Debtors.

5.04. Class 4 – Other Secured Claims. Each Allowed Other Secured Claim shall be placed within a separate subclass of this Class 4. Accordingly, each such Class 4 Claim shall, for purposes of accepting or rejecting the Plan and for receiving Distributions under the Plan, be treated as though in a separate Class. The holder of each Allowed Other Secured Claim shall receive, on or as soon as practicable after the Initial Distribution Date, either (a) return of the Collateral securing such Other Secured Claim in full satisfaction of such Other Secured Claim; (b) payment in Cash in an amount equivalent to the lesser of (i) the value of such Collateral or (ii) the full amount of the Other Secured Claim; (c) treatment of such Other Secured Claim in accordance with sections 1124(2) or 1129(b)(2) of the Bankruptcy Code; or (d) such other treatment as may be agreed to in writing by the holder of such Other Secured Claim and the Debtors.

5.05. Class 5 – Priority Non-Tax Claims. Each holder of an Allowed Priority Non-Tax Claim shall receive (a) the amount of such holder's Allowed Claim in one Cash payment on or before the Initial Distribution Date, or (b) such other treatment as may be agreed upon in writing by the holder of such Priority Non-Tax Claim and the Debtors.

5.06. Class 6 – Amegy Bank Claim. The Allowed Amegy Bank Claim shall be satisfied in full by the Debtors' assumption of the Factoring Agreement as described in section 10.02 of the Plan.

5.07. Class 7 – General Unsecured Claims. Each holder of an Allowed General Unsecured Claim shall receive, on or before the Initial Distribution Date and not less than sixty (60) days after the end of each calendar quarter thereafter until the earlier of (a) the payment of such Allowed General Unsecured Claim in full, or (b) sixty (60) months after the Effective Date,

a Pro Rata Share of 50% of all Available Net Free Cash Flow of Reorganized Debtor, if any, as reflected in Reorganized Debtor's books and records as of the end of the calendar quarter immediately preceding each such Distribution date. The remaining 50% of the Available Net Free Cash Flow shall be paid in the Capital Reserve Account.

5.08. Class 8 – Interests. All Interests shall be extinguished and shall cease to exist as of the Effective Date. The holders of such Interests shall not receive or retain any property on account of such Interests under the Plan.

ARTICLE VI.

ACCEPTANCE OR REJECTION OF PLAN

6.01. Classes Entitled to Vote. Each impaired Class of Claims is entitled to vote and shall vote separately to accept or reject the Plan. Any unimpaired Class shall not be entitled to vote to accept or reject the Plan. Any unimpaired Class is deemed to have accepted the Plan under section 1126(f) of the Bankruptcy Code.

6.02. Class Acceptance Requirement. A Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims in such Class that have voted on the Plan.

6.03. Cramdown. This section shall constitute the request by the Plan proponents, pursuant to section 1129(b) of the Bankruptcy Code, that the Bankruptcy Court confirm the Plan notwithstanding the fact that the requirements of section 1129(a)(8) of the Bankruptcy Code have not been met.

ARTICLE VII.

MEANS FOR IMPLEMENTATION OF THE PLAN

7.01. Substantive Consolidation and Merger. On the Effective Date, the Debtors shall be substantively consolidated for all purposes in the Chapter 11 Cases into the "Consolidated Debtor." The Consolidated Debtor shall be merged with Newco. In addition, certain affiliates of the Debtors collectively the "Operating Entities," Dynamic Rental Systems LLC, One Source Industrial Services LLC, One Source Well Services LLC, and One Source Industrial Environmental LLC, shall likewise either be merged into Newco to form a single corporate entity which shall constitute the Reorganized Debtor or constituted as wholly owned subsidiaries of Newco. Entry of the Confirmation Order shall constitute the approval, pursuant to section 105(a) of the Bankruptcy Code, effective as of the Effective Date, of the following: (a) the consolidation of the Chapter 11 Cases for all purposes related to the Plan, including, without limitation, for purposes of voting, confirmation, and Distribution. Pursuant to such order, (i) each Debtor's assets and liabilities shall be merged and pooled with the assets and liabilities of the other Debtor, (ii) no Distributions shall be made under the Plan on account of intercompany Claims held by the Debtors, and (iii) each and every Claim filed or to be filed in the Chapter 11 Case of either Debtor shall be deemed filed against the consolidated Debtors, and shall be deemed one Claim against, and obligation of, the consolidated Debtors, (b) the merger of the Consolidated Debtor into Newco, and (c) the merger of the Consolidated Debtor with the Operating Entities for form the Reorganized Debtor.

7.02. Assumption of Allowed Claims. As of the Effective Date, Reorganized Debtor hereby assumes the liability for and obligation to perform and make all Distributions or payments on account of all Allowed Claims in the manner provided in the Plan.

7.03. Vesting of Assets. As of the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all Assets shall be transferred to, and vested in, the Reorganized Debtor, free and clear of all rights, title, interests, claims, liens, encumbrances and charges, except as expressly set forth in the Plan. Without limiting the generality of the foregoing, all Assets shall vest in Reorganized Debtor free and clear of any Lien except as expressly provided in the Plan. On and after the Effective Date, Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any claim 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 or the Confirmation Order. Without limiting the foregoing, Reorganized Debtor may pay the charges that it incurs on or after the Effective Date for all fees, disbursements, expenses, or related support services of Professionals (including fees relating to the preparation of professional fee applications) without application to, or approval of, the Bankruptcy Court.

7.04. Management of Reorganized Debtor. From and after the Effective Date, Reorganized Debtor shall be managed in accordance with applicable law. The Reorganized Debtor's initial management shall include Mark Breaux as the Chief Financial Officer and Financial Manager.

7.05. Actions by Debtors and Reorganized Debtor to Implement Plan

(a) The entry of the Confirmation Order shall constitute authorization for the Debtors and Reorganized Debtor, as the case may be, to take or cause to be taken all actions necessary or appropriate to implement all provisions of, and to consummate, the Plan prior to, on, and after the Effective Date; and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act, or action under any applicable law, order, rule, or regulation, including without limitation, any action required by the holders of Interests in the Debtors and Reorganized Debtor, as the case may be, including, among other things, (i) the adoption or amendment of any organizational documents; (ii) all transfers of Assets that are to occur pursuant to the Plan; (iii) the incurrence of all obligations contemplated by the Plan and the making of all Distributions required under the Plan; (iv) the reinstatement and assumption of any indemnity obligations to the officers, members, managers, and/or employees of the Debtors; (v) taking of all actions to preserve and provide for the prosecution of retained causes of action, including but not limited to the Estate Claims; and (vi) entering into any and all transactions, contracts, or arrangements permitted by applicable law, order, rule, or regulation.

(b) The management of the Debtors and Reorganized Debtor, as the case may be, are authorized and directed to do all things and to execute and deliver all agreements, documents, instruments, notices, and certificates as are contemplated by the Plan and to take all necessary action required in connection therewith, in the name of and on behalf of the Debtors and Reorganized Debtor. Any obligations of the Debtors to indemnify and hold harmless their current and former officers, members, managers, and/or employees, whether arising under the Debtors' constituent documents, contract, law, or equity, shall be fully reinstated and assumed by the Reorganized Debtor upon the occurrence of the Effective Date with the same effect as though such obligations constituted executory contracts that are

assumed under section 365 of the Bankruptcy Code, and all such obligations shall be fully enforceable on their terms from and after the Effective Date.

7.06. Source of Funding for Operations and Plan Obligations. The operation of the Reorganized Debtor's business and the Distributions to be made by the Reorganized Debtor under the Plan shall be funded from Reorganized Debtor's income and revenues from operation of its business.

7.07. Retention and Assertion of Causes of Action and Defenses. Except as expressly set forth in the Plan, all causes of action, claims, counterclaims, defenses, and rights of offset or recoupment (including but not limited to all Estate Claims, Estate Defenses, and Avoidance Actions) belonging to the Debtors shall, upon the occurrence of the Effective Date, be retained by, received by, and vested in Reorganized Debtor for the benefit of the Debtors and the Debtors' estates. Except as expressly set forth in the Plan, the rights of Reorganized Debtor to commence, prosecute, or settle such causes of action shall be preserved notwithstanding the occurrence of the Effective Date. **No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any cause of action against them as any indication that the Debtors or Reorganized Debtor will not pursue any and all available causes of action (including all Estate Claims, Estate Defenses, and Avoidance Actions) against such Person. The Debtors and their estates expressly reserve all rights to prosecute any and all causes of action (including all Estate Claims, Estate Defenses, and Avoidance Actions) against any Person, except as otherwise provided in the Plan.** Unless a cause of action against a Person is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Debtors expressly reserve such cause of action (including all Estate Claims, Estate Defenses and Avoidance Actions) for later adjudication, and, therefore, no preclusion doctrine, including without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such cause of action upon or after the confirmation or consummation of the Plan. The Debtors and Reorganized Debtor may also assert any Estate Defense as a defense to the allowance of any Claim not otherwise Allowed.

ARTICLE VIII.

PROVISIONS GOVERNING DISTRIBUTIONS

8.01. Source of Distributions. All Distributions to be made to Creditors under the Plan shall be made by Reorganized Debtor.

8.02. Timing and Amount of Distributions

(a) No Distribution shall be made on account of any Claim until such Claim is Allowed, except as otherwise set forth in the Plan or ordered by the Bankruptcy Court pursuant to a Final Order. No Distribution shall be made on account of any Contested Claim until such Claim is Allowed. Any Distributions pursuant to the Plan shall be made on the respective Initial Distribution Dates applicable to each such Allowed Claim, except as otherwise provided in the Plan or ordered by the Bankruptcy Court. Any Unclaimed Property may be paid into the registry of the Bankruptcy Court or otherwise distributed in accordance with the orders of the Bankruptcy Court.

(b) Except as expressly set forth in the Plan or in the Confirmation Order, Reorganized Debtor shall determine the timing and amount of all Distributions which it is

required to make under the Plan, consistent with the goal of making such Distributions as expeditiously as possible. Reorganized Debtor may, but shall not be required to, seek approval of the Bankruptcy Court for any such Distributions.

8.03. Record Date for Distributions. As of the close of business on the Effective Date (the "Distribution Record Date"), the register for Claims and Interests will be closed, and there shall be no further changes in the holder of record of any Claim or Interest. Reorganized Debtor shall have no obligation to recognize any transfer of any Claim or Interest occurring after the Distribution Record Date, and shall instead be authorized and entitled to recognize and deal for all purposes under the Plan with only those holders of record stated on the register of Claims and/or Interests as of the Distribution Record Date for Distributions under the Plan.

8.04. Means of Cash Payment. Cash payments pursuant to the Plan shall be made by check drawn on, or by wire transfer from, a domestic bank, or by other means agreed to by the payor and payee.

8.05. Delivery of Distributions. All Distributions, deliveries, and payments to the holders of any Allowed Claims shall be made to the addresses set forth on the holders' respective proofs of Claim filed in the Chapter 11 Cases. Any such Distribution, delivery, or payment shall be deemed as made for all purposes relating to the Plan when deposited in the United States Mail and served as provided in section 14.05 of the Plan. Whether secured or unsecured, if no proof of Claim is filed, any Distribution shall be made to the Creditor at the last known address or as reflected in the Schedules. If any Distribution is returned as undeliverable, no further Distribution shall be made on account of such Allowed Claim unless and until Reorganized Debtor is notified of such holder's then current address, at which time all missed Distributions shall be made to the holder of such Allowed Claim. All claims for undeliverable Distributions shall be made on or before the first anniversary of the attempted Distribution. After such date, all Unclaimed Property shall revert to Reorganized Debtor and the Claim of any holder with respect to such property shall be discharged and forever barred.

8.06. Time Bar to Cash Payments. Any check issued in respect of an Allowed Claim shall be null and void if not negotiated within ninety (90) days of the date of issuance thereof. Requests for reissuance of any check shall be made directly to Reorganized Debtor by the holder of the Allowed Claim with respect to which such check originally was issued. Any claim in respect of such a voided check shall be made on or before the later of the first anniversary of the Initial Distribution Date or ninety (90) days after the date of issuance of such check. After such date, all Claims in respect of void checks shall be discharged and forever barred.

8.07. Cure Period. Except as otherwise set forth herein, the failure by Reorganized Debtor to timely perform any term, provision, or covenant contained in the Plan, or to make any payment or Distribution required by the Plan to any Creditor, or the failure to make any payment or perform any covenant on any note, instrument or document issued pursuant to the Plan, shall not constitute an Event of Default unless and until Reorganized Debtor has been given thirty (30) days' written notice of such alleged default in the manner provided in the Plan, and provided an opportunity to cure such alleged default. Until the expiration of such thirty (30) day cure period, Reorganized Debtor shall not be in default, and performance during such thirty (30) day cure period shall be deemed as timely for all purposes. Such written notice and passage of the thirty (30) day cure period shall constitute conditions precedent to declaring or claiming any default under the Plan or bringing any action or legal proceeding by any Person to enforce any right granted under the Plan.

8.08. Pre-Payment of Claims. Unless the Plan expressly prohibits or conditions the pre-payment of an Allowed Claim, Reorganized Debtor may pre-pay any Allowed Claim in whole or in part at any time and may do so without penalty.

8.09. Distributions after Substantial Consummation. All Distributions of any kind made to any Creditor after Substantial Consummation and any and all other actions taken under the Plan after Substantial Consummation shall not be subject to relief, reversal, or modification by any court unless the implementation of the Confirmation Order is stayed by an order granted under Bankruptcy Rule 8005.

ARTICLE IX.

PROCEDURES FOR RESOLVING AND TREATING CONTESTED AND CONTINGENT CLAIMS

9.01. Objection Deadline. All Objections to Claims shall be served and filed by the Objection Deadline; *provided, however*, the Objection Deadline shall not apply to any Claim that is not reflected in the claims register, including any alleged informal proofs of Claim. Reorganized Debtor may seek to extend the Objection Deadline pursuant to a motion filed on or before the then applicable Objection Deadline with respect to any Claim. Any such motion may be granted without notice or a hearing. In the event that Reorganized Debtor files such a motion and the Bankruptcy Court denies such motion, the Objection Deadline shall nevertheless be automatically extended to that date which is ten (10) Business Days after the date of entry of the Bankruptcy Court's order denying such motion. Any proof of Claim filed more than sixty (60) days after the Effective Date shall be of no force and effect and need not be objected to by Reorganized Debtor. Nothing contained herein shall limit the rights of Reorganized Debtor to object to any Claim filed or amended after the Objection Deadline.

9.02. Responsibility for Objecting to Claims and Settlement of Claims

(a) From and after the Effective Date, Reorganized Debtor shall have the exclusive right to (i) file, settle, or litigate to Final Order any Objection to any Claim; and (ii) seek to subordinate any Claim. Any Contested Claim may be litigated to Final Order.

(b) From and after the Effective Date, Reorganized Debtor shall have the exclusive right to settle, compromise, or otherwise resolve any Contested Claim without the necessity of any further notice or approval of the Bankruptcy Court. Bankruptcy Rule 9019 shall not apply to any settlement or compromise of a Contested Claim after the Effective Date.

9.03. Distributions on Account of Contested Claims. If a Claim is Contested, then the Initial Distribution Date as to such Contested Claim shall be determined based upon its date of Allowance, and thereafter Distribution shall be made on account of such Allowed Claim pursuant to the provisions of the Plan. No Distribution shall be made on account of a Contested Claim until Allowed. Until such time as a contingent Claim becomes fixed and absolute by a Final Order allowing such Claim, such Claim shall be treated as a Contested Claim for purposes of estimates, allocations, and Distributions under the Plan. Any contingent right to contribution or reimbursement shall continue to be subject to section 5e) of the Bankruptcy Code.

9.04. No Waiver of Rights to Object. Except as expressly provided in the Plan, nothing contained in the Disclosure Statement, the Plan, or the Confirmation Order shall waive, relinquish, release, or impair Reorganized Debtor's rights to object to any Claim.

9.05. Rights Under Section 505. Reorganized Debtor shall retain all rights pursuant to section 505 of the Bankruptcy Code.

9.06. Liquidating and Allowance of Contested or Disputed Claims

(a) Nothing contained in the Plan, the Disclosure Statement, or the Confirmation Order shall change, waive, or alter any requirement under applicable law that the holder of a Contested Claim must file a timely proof of Claim, and the Claim of any such Creditor who is required to file a proof of Claim and fails to do so shall be discharged and shall receive no Distribution through the Plan. The adjudication and liquidation of Contested Claims is a determination and adjustment of the debtor/creditor relationship, and is, therefore, an exercise of the Bankruptcy Court's equitable power to which the legal right of trial by jury is inapplicable. The holder of any Contested Claim shall not have a right to trial by jury before the Bankruptcy Court in respect of any such Claim. Exclusive venue for any Contested Claim proceeding shall be in the Bankruptcy Court or a court of competent jurisdiction located in Tarrant County, Texas. Contested Claims shall each be determined separately, except as otherwise ordered by the Bankruptcy Court. Texas Rule of Civil Procedure 42 and Federal Rule of Civil Procedure 23 shall not apply to any Contested Claim proceeding. Reorganized Debtor shall retain all rights of removal to federal court as to any Contested Claim proceeding.

(b) All Contested Claims shall be liquidated and determined as follows:

(i) Application of Adversary Proceeding Rules. Unless otherwise ordered by the Bankruptcy Court or provided by the Bankruptcy Rules, any Objection to a Contested Claim shall be treated as a contested matter subject to Bankruptcy Rule 9014. However, any party may move the Bankruptcy Court to apply the rules applicable to adversary proceedings to any Claim Objection. Reorganized Debtor may, however, at its election, make and pursue any Objection to a Claim in the form of an adversary proceeding.

(ii) Scheduling Order. With respect to an Objection to a Claim treated as a contested matter subject to Bankruptcy Rule 9014, Reorganized Debtor may request entry of a scheduling order as to each Objection to a Claim. Reorganized Debtor may tender a proposed scheduling order with each Objection and/or include a request for a scheduling conference for the entry of a scheduling order. Any such scheduling order may include (i) discovery cut-off, (ii) deadlines to amend pleadings, (iii) deadlines for designation of and objections to experts, (iv) deadlines to exchange exhibit and witness lists and for objections to the same, and (v) such other matters as may be appropriate.

(iii) Mediation. The Bankruptcy Court may order the parties to mediate in connection with any Objection to a Claim. Reorganized Debtor may include a request for mediation in an Objection to a Claim and may request that the Bankruptcy Court require mediation as a part of any scheduling order.

9.07. Offsets and Defenses. Reorganized Debtor shall be vested with and retain all Estate Claims and Estate Defenses, including without limitation all rights of offset or recoupment and all counterclaims against any Claimant. Assertion of any counterclaim by Reorganized Debtor against a Claimant shall constitute a "core" proceeding.

9.08. Claims Paid or Reduced Prior to Effective Date. 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 Reorganized Debtor from paying any Claim that the Debtors were authorized to pay pursuant to any Final Order entered by the Bankruptcy Court prior to the Confirmation Date.

ARTICLE X.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10.01. Assumption and Rejection of Executory Contracts. All Executory Contracts of the Debtors shall be deemed as assumed by the Debtors upon the Effective Date unless an Executory Contract (a) has been previously assumed or rejected pursuant to an order of the Bankruptcy Court, (b) is identified in the Plan or the Confirmation Order to be rejected, or (c) is the subject of a motion to reject filed on or before the Confirmation Date. Any Executory Contract to be assumed under the Plan that has been amended or modified at any time after the Petition Date shall be deemed assumed as amended or modified. The Plan shall constitute a motion to assume the Executory Contracts. However, the Debtors may file a separate motion for the assumption or rejection of any Executory Contract at any time through the Confirmation Date.

10.02. Assumption of Factoring Agreement. As of the Effective Date, the Debtors shall assume the Factoring Agreement. Any Cure Claims that may be asserted in connection with assumption of the Factoring Agreement will be administered pursuant to section 10.03 of the Plan.

10.03. Cure Payments and Release of Liability. All payments that may be required by section 365(b)(1) of the Bankruptcy Code to satisfy any Cure Claim shall be made by Reorganized Debtor on the Initial Distribution Date unless other treatment is provided for such Cure Claim hereunder; *provided, however*, in the event of a dispute regarding the amount of any Cure Claim, the cure of any other defaults, the ability of Reorganized Debtor to provide adequate assurance of future performance, or any other matter pertaining to assumption or assignment of an Executory Contract, Reorganized Debtor shall make such cure payments and cure such other defaults and provide adequate assurance of future performance, all as may be required by section 365(b)(1) of the Bankruptcy Code, following the entry of a Final Order by the Bankruptcy Court resolving such dispute.

10.04. Bar to Rejection Claims. Except as otherwise ordered by the Bankruptcy Court, any Rejection Claim based on the rejection of an Executory Contract shall be forever barred and shall not be enforceable against Reorganized Debtor or the Assets unless a proof of Claim is filed with the Bankruptcy Court and served upon Reorganized Debtor and its counsel by the earlier of thirty (30) days after the Effective Date or thirty (30) days after entry of the Final Order approving rejection of such Executory Contract.

10.05. Rejection Claims. Any Rejection Claim not barred by section 10.04 of the Plan shall be classified as a Class 6 General Unsecured Claim subject to the provisions of section 502(g) of the Bankruptcy Code; *provided, however*, that any Rejection Claim based upon the rejection of an unexpired lease of real property, either prior to the Confirmation Date, upon the entry of the Confirmation Order, or upon the Effective Date, shall be limited in accordance with section 502(b)(6) of the Bankruptcy Code and state law mitigation requirements. Nothing contained herein shall be deemed an admission by the Debtors or Reorganized Debtor that

such rejection gives rise to or results in a Claim or shall be deemed a waiver by Reorganized Debtor of any objections to such Claim if asserted.

10.06. Reservation of Rights. Nothing contained in the Plan shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or that the Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, Reorganized Debtor shall have thirty (30) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease.

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

ARTICLE XI.

CONDITIONS PRECEDENT TO CONFIRMATION AND EFFECTIVENESS OF PLAN

11.01. Conditions to Confirmation and Effectiveness of Plan. The Plan shall not become effective until the following conditions shall have been satisfied or waived by the Debtors, as determined in their exclusive discretion: (a) the Confirmation Order shall have been entered, in form and substance acceptable to the Debtors; (b) all other conditions precedent have been satisfied to the satisfaction of the Debtors; (c) the Bar Date has passed, and no additional Claims have been filed that, in the sole discretion of the Debtors' management, adversely impact the Plan; and (d) a notice of the Effective Date has been filed by the Debtors and thereafter served upon all Creditors and parties in interest. Any or all of the above conditions may be waived at any time by the Debtors.

ARTICLE XII.

EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

12.01. Compromise and Settlement

(a) Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration of the classification, potential Distributions and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, 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 businesses 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 a determination that such compromises and

settlements are in the best interests of the Debtors, the Debtors' bankruptcy estates, Creditors, and other parties in interest, and are fair, equitable, and within the range of reasonableness.

(b) It is not the intent of the Debtors that confirmation of the Plan shall in any manner alter or amend any settlement and compromise between the Debtors and any Person that has been previously approved by the Bankruptcy Court (each, a "Prior Settlement"). To the extent of any conflict between the terms of the Plan and the terms of any Prior Settlement, the terms of the Prior Settlement shall control and such Prior Settlement shall be enforceable according to its terms.

12.02. Satisfaction of Claims. The rights afforded in the Plan and the treatment of all Claims and Interests herein shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Interests of any nature whatsoever against the Debtors, the Debtors' bankruptcy estates, and the Assets. Except as otherwise provided in the Plan, on the Effective Date, all Claims against the Debtors shall be satisfied, discharged, and released in full. Except as otherwise provided in the Plan, all Persons shall be precluded and forever barred from asserting against the Debtors and their affiliates, successors, assigns, the Debtors' bankruptcy estates, and the Assets any event, occurrence, condition, thing, or other or further Claims or causes of action based upon any act, omission, transaction, or other activity of any kind or nature that occurred or came into existence prior to the Effective Date, whether or not the facts of or legal bases therefor were known or existed prior to the Effective Date.

12.03. Discharge. The terms, covenants, and consideration set forth in Plan shall be in exchange for, and in complete satisfaction, discharge, and release of, all Claims of any nature whatsoever against the Debtors, Reorganized Debtor, and the Assets. Except as otherwise expressly provided herein, upon the Effective Date, the Debtors and Reorganized Debtor, and their successors in interest and assigns, shall be deemed discharged and released pursuant to section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims, demands, and liabilities that arose before the Effective Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code; (b) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code; (c) the holder of a Claim based upon such debt has accepted the Plan; or (d) the Claim has been Allowed, Disallowed, or estimated pursuant to section 502(c) of the Bankruptcy Code. The Confirmation Order shall be a judicial determination of discharge of all liabilities of the Debtors and Reorganized Debtor, and their successors in interest and assigns, other than those obligations specifically set forth in the Plan.

12.04. Injunction. On the Effective Date and except as otherwise provided in the Plan, all Persons who have been, are, or may be holders of Claims against or Interests in the Debtors shall be permanently restrained and enjoined from taking any of the following actions against or affecting the Debtors, Reorganized Debtor, the Debtors' bankruptcy estates, the Assets, or their respective assets and property, with respect to such Claims or Interests (other than actions brought to enforce any rights or obligations under the Plan): (a) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind with respect to any such Claim or Interest; (b) enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order; (c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Lien or encumbrance of any kind; (d) asserting any control over, interest, rights or title in or to any of the Assets except as expressly provided in the Plan; (e) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due Reorganized Debtor as assignee, except upon order of the Bankruptcy Court; and (f) performing any act, by

any manner or means, whether directly or indirectly, in any place whatsoever, that does not conform to or comply with the provisions of the Plan; *provided, however*, that this injunction shall not bar any Creditor from asserting any right granted pursuant to the Plan; and *provided, further*, that each holder of a Contested Claim shall be entitled to enforce its rights under the Plan, including seeking allowance of such Contested Claim pursuant to the Plan.

12.05. Setoffs. Except as otherwise expressly provided in the Plan, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable nonbankruptcy law, or as may be agreed to by the holder of a Claim, Reorganized Debtor may set off against any Allowed Claim and the Distributions to be made pursuant to the Plan on account of such Allowed Claim (before such Distribution is made), any claim, right, Estate Claim, or Estate Defense of any nature that the Debtors may hold against the holder of such Allowed Claim, to the extent such claim, right, Estate Claims, or Estate Defense has not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided, however*, that neither the failure to effect such a setoff nor the allowance of any Claim or Interest pursuant to the Plan shall constitute a waiver or release by the Debtors of any such claim, right, Estate Claim, or Estate Defense that the Debtors may possess against such Claimant. In no event shall any Claimant or Interest holder be entitled to set off any Claim or Interest against any claim, right, or Estate Claim of the Debtors without the consent of the Debtors unless such holder files a motion with the Bankruptcy Court requesting the authority to perform such setoff notwithstanding any indication in any proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise.

12.06. Recoupment. Except as otherwise expressly provided in the Plan, in no event shall any holder of Claims or Interests be entitled to recoup any Claim or Interest against any claim, right, account receivable, or Estate Claim of the Debtors or Reorganized Debtor unless (a) such holder actually provides notice thereof in writing to the Debtors or Reorganized Debtor of its intent to perform a recoupment; (b) such notice includes the amount to be recouped by the holder of the Claim or Interest and a specific description of the basis for the recoupment; and (c) the Debtors or Reorganized Debtor have provided a written response to such Claim or Interest holder, stating unequivocally that the Debtors or Reorganized Debtor consent to the requested recoupment. The Debtors and Reorganized Debtor shall have the right, but not the obligation, to seek an order of the Bankruptcy Court allowing any or all of the proposed recoupment. In the absence of a written response from the Debtors or Reorganized Debtor consenting to a recoupment or an order of the Bankruptcy Court authorizing a recoupment, no recoupment by the holder of a Claim or Interest shall be allowed.

12.07. Turnover. On the Effective Date, any rights of the Debtors' bankruptcy estates to compel turnover of Assets under applicable nonbankruptcy law and pursuant to section 542 or 543 of the Bankruptcy Code shall be deemed transferred to and vested in Reorganized Debtor.

12.08. Automatic Stay. The automatic stay pursuant to section 362 of the Bankruptcy Code, except as previously modified by the Bankruptcy Court, shall remain in effect until the Effective Date of the Plan as to the Debtors and all Assets. As of the Effective Date, the automatic stay shall be replaced by the injunction described in section 12.04 of the Plan.

ARTICLE XIII.

JURISDICTION OF COURTS AND MODIFICATIONS TO THE PLAN

13.01. Retention of Jurisdiction. Pursuant to sections 1334 and 157 of title 28 of the United States Code, the Bankruptcy Court shall retain exclusive jurisdiction of all matters arising in, arising under, and related to the Chapter 11 Cases and the Plan, for the purposes of sections 105(a) and 1142 of the Bankruptcy Code, and for, among other things, the following purposes:

- (a) To hear and determine any and all Objections to or applications concerning the allowance of Claims or the allowance, classification, priority, compromise, estimation, or payment of any Administrative Expense or Claim;
- (b) To hear and determine any and all applications for payments of fees and expenses from Reorganized Debtor's estates made by any Professional pursuant to sections 330 or 503 of the Bankruptcy Code, or for payment of any other fees or expenses authorized to be paid or reimbursed from the Debtors' estates under the Bankruptcy Code, and any and all objections thereto;
- (c) To hear and determine pending applications for the rejection, assumption, or assumption and assignment of Executory Contracts and the allowance of Claims resulting therefrom, and to determine the rights of any party in respect to the assumption or rejection of any Executory Contract;
- (d) To hear and determine any and all adversary proceedings, applications, or contested matters, including any remands;
- (e) To hear and determine all controversies, disputes, and suits which may arise in connection with the execution, interpretation, implementation, consummation, or enforcement of the Plan or in connection with the enforcement of any remedies made available under the Plan, including without limitation, (i) adjudication of all rights, interests or disputes relating to any of the Assets, (ii) the valuation of Collateral, including hearing all Valuation Motions, (iii) the determination of the validity of any Lien or claimed right of offset; and (iv) determinations of Objections to Contested Claims;
- (f) To liquidate and administer any disputed, contingent, or unliquidated Claims, including the allowance of Contested Claims;
- (g) To administer Distributions to holders of Allowed Claims as provided herein;
- (h) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;
- (i) To enable Reorganized Debtor to prosecute any and all proceedings which may be brought to set aside Liens or encumbrances and to recover any transfers, assets, properties or damages to which Reorganized Debtor may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state, or local laws, including causes of action, controversies, disputes, and conflicts between Reorganized Debtor and any other party, including but not limited to, any causes of action or Objections to Claims, preferences or fraudulent transfers and obligations or equitable subordination.

(j) To consider any modification of the Plan pursuant to section 1127 of the Bankruptcy Code, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including without limitation, the Confirmation Order;

(k) To enforce the discharge and injunction described in the Plan and the Confirmation Order;

(l) To the extent necessary, to approve the sale after the Effective Date of any of the Assets free and clear of all Liens, claims, and interests by Reorganized Debtor;

(m) To enter and implement all such orders as may be necessary or appropriate to execute, interpret, implement, consummate, or enforce the terms and conditions of the Plan and the transactions required or contemplated pursuant hereto;

(n) To hear and determine any other matter not inconsistent with the Bankruptcy Code and title 28 of the United States Code that may arise in connection with or related to the Plan;

(o) To determine proceedings pursuant to section 505 of the Bankruptcy Code; and

(p) To enter a final decree closing the Chapter 11 Cases.

13.02. Abstention and Other Courts. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of or relating to the Chapter 11 Cases, the Plan shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

13.03. Non-Material Modifications. The Debtors and Reorganized Debtor may, with the approval of the Bankruptcy Court and without notice to all holders of Claims and Interests, correct any defect, omission, or inconsistency in the Plan in such manner and to such extent as may be necessary or desirable. The Debtors and Reorganized Debtor may undertake such nonmaterial modification pursuant to this section insofar as it does not adversely change the treatment of the Claim of any Creditor or the Interest of any Interest holder who has not accepted in writing the modification.

13.04. Material Modifications. Modifications of the Plan may be proposed in writing by the Debtors at any time before confirmation, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied with section 1125 of the Bankruptcy Code. The Plan may be modified at any time after confirmation and before Substantial Consummation, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as modified, under section 1129 of the Bankruptcy Code, and the circumstances warrant such modification. A holder of a Claim or Interest that has accepted or rejected the Plan shall be deemed to have accepted or rejected, as the case may be, the Plan as modified, unless, within the time fixed by the Bankruptcy Court, such holder changes its previous acceptance or rejection.

13.05. Revocation. The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date in accordance with the provisions of the Bankruptcy Code. If the Plan is

revoked or withdrawn, or for any other reason not confirmed, nothing contained in the Plan shall be deemed to constitute a waiver or release of any Claim by or against the Debtors or any other Person or to prejudice in any manner the right of the Debtors or any other Person in any further proceedings involving the Debtors.

13.06. Effect of Withdrawal or Revocation. If the Debtors revoke or withdraw the Plan, or if the conditions to the Effective Date do not occur within sixty (60) days after the Confirmation Date, then the Plan shall be deemed null and void and shall not be binding on the Debtors or any other Person.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

14.01. Severability. Should the Bankruptcy Court determine that any provision of the Plan is unenforceable either on its face or as applied to any Claim or Interest or transaction, Reorganized Debtor may modify the Plan so that such provision shall not be applicable to the holder of any Claim or Interest. Such a determination of unenforceability shall not (a) limit or affect the enforceability and operative effect of any other provision of the Plan or (b) require the resolicitation of any acceptance or rejection of the Plan.

14.02. Oral Agreements; Modification of Plan; Oral Representations or Inducements. The terms of the Plan, the Disclosure Statement, and the Confirmation Order may not be changed, contradicted, or varied by any oral statement, agreement, warranty, or representation. The Plan may only be modified, amended, or supplemented in writing signed by an authorized representative of the Debtors or an authorized representative of Reorganized Debtor. Neither the Debtors nor their attorneys have made any representation, warranty, promise, or inducement relating to the Plan or its confirmation except as expressly set forth in the Plan, the Disclosure Statement, or the Confirmation Order or other order of the Bankruptcy Court.

14.03. Waiver. Reorganized Debtor shall not be deemed to have waived any right, power, or privilege pursuant to the Plan unless the waiver is in writing and signed by an authorized representative of Reorganized Debtor. There shall be no waiver by implication, course of conduct or dealing, or through any delay or inaction by Reorganized Debtor, of any right pursuant to the Plan, including the provisions of this anti-waiver section. The waiver of any right under the Plan shall not act as a waiver of any other or subsequent right, power, or privilege.

14.04. Construction. The Plan shall control over any inconsistent term of the Disclosure Statement. The Confirmation Order shall control over any inconsistent provision of the Plan.

14.05. Notice. Any notice or communication required or permitted by the Plan shall be given, made, or sent as follows:

(a) If to a Creditor, notice may be given as follows: (i) if the Creditor has filed no proof of Claim, then to the address reflected in the Schedules, or (ii) if the Creditor has filed a proof of Claim, then to address reflected in the proof of claim.

- (b) If to Reorganized Debtor, notice shall be sent to the following addresses:

Reorganized Debtor
Attention: Mark Breaux, Chief Financial Officer
16055 Space Center Blvd., Suite 170
Houston, Texas 77062
(281) 956-5630 Facsimile
mbreaux@onesourceindustrial.com

Concurrently with service of such notice on Reorganized Debtor, a copy thereof shall be served in the same manner on the following legal counsel:

J. Robert Forshey
Suzanne K. Rosen
Forshey & Prostok, L.L.P.
777 Main Street, Suite 1290
Fort Worth, Texas 76102
(817) 877-4151 Facsimile
bforshey@forsheyprostok.com
srosen@forsheyprostok.com

(c) Any Creditor desiring to change its address for the purpose of notice may do so by giving notice to Reorganized Debtor of its new address in accordance with the terms of this section.

(d) Any notice given, made, or sent as set forth above shall be effective upon being (i) deposited in the United States Mail, postage prepaid, addressed to the addressee at the address as set forth above; (ii) delivered by hand or messenger to the addressee at the address set forth above; (iii) telecopied to the addressee as set forth above, with a hard confirmation copy being immediately sent through the United States Mail; or (iv) delivered for transmission to an expedited or overnight delivery service such as FedEx.

14.06. Compliance with All Applicable Laws. If notified by any governmental authority that it is in violation of any applicable law, rule, regulation, or order of such governmental authority relating to its business, Reorganized Debtor shall comply with such law, rule, regulation, or order; *provided, however*, that nothing contained herein shall require such compliance if the legality or applicability of any such requirement is being contested in good faith in appropriate proceedings and, if appropriate, an adequate reserve has been set aside on the books of Reorganized Debtor.

14.07. Duties to Creditors. No agent, representative, accountant, financial advisor, attorney, shareholder, officer, affiliate, member or employee of the Debtors shall ever owe any duty to any Person (including any Creditor) other than the duties owed to the Debtors' bankruptcy estates, for any act, omission, or event in connection with, or arising out of, or relating to, any of the following: (a) the Chapter 11 Cases, including all matters or actions in connection with or relating to the administration of the estates, (b) the Plan, including the proposal, negotiation, confirmation, and consummation of the Plan, or (c) any act or omission relating to the administration of the Plan after the Effective Date.

14.08. Binding Effect. The Plan shall be binding upon, and shall inure to the benefit of, Reorganized Debtor, the holders of the Claims or Liens, the holders of Interests, and their respective successors in interest and assigns.

14.09. Governing Law, Interpretation. Unless a rule of law or procedure supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) is applicable, the internal laws of the State of Texas shall govern the construction and implementation of the Plan and any Plan Documents without regard to conflicts of law. The Plan shall control any inconsistent term or provision of any other Plan Documents.

14.10. Payment of Statutory Fees. All fees payable pursuant to section 1930 of title 28 of the United States Code shall be paid on or before the Effective Date, and thereafter shall be paid by Reorganized Debtor as such statutory fees become due.

14.11. Filing of Additional Documents. On or before Substantial Consummation of the Plan, Reorganized Debtor may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

14.12. Computation of Time. If the final day for any Distribution, performance, act, or event under the Plan is not a Business Day, then the time for making or performing such Distribution, performance, act or event shall be extended to the next Business Day. Any payment or Distribution required to be made hereunder on a day other than a Business Day shall be due and payable on the next succeeding Business Day.

14.13. Elections by Reorganized Debtor. Any right of election or choice granted to Reorganized Debtor under the Plan may be exercised, at Reorganized Debtor's election, separately as to each Claim, Creditor, or Person.

14.14. Release of Liens. Except as otherwise provided in the Plan or the Confirmation Order, all Liens against any of the Assets shall be deemed to be released, terminated, and nullified.

14.15. Rates. The Plan does not provide for the change of any rate that is within the jurisdiction of any governmental regulatory commission after the occurrence of the Effective Date.

14.16. Retiree Benefits. To the extent that the Debtors provide any retiree benefits that are subject to section 1129(a)(13) of the Bankruptcy Code, such retiree benefits shall continue to be provided by Reorganized Debtor from and after the Effective Date for the period the Debtors are obligated to provide such benefits.

14.17. Compliance with Tax Requirements. In connection with the Plan, Reorganized Debtor shall comply with all withholding and reporting requirements imposed by federal, state, and local Taxing Authorities, and all Distributions under the Plan shall be subject to such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim or Interest that is to receive a Distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such Distribution under the Plan.

14.18. Notice of Entry of Confirmation Order. Promptly after entry of the Confirmation Order, the Debtors, as directed by the Bankruptcy Court, shall serve on all known parties in interest and holders of Claims and Interests, notice of entry of the Confirmation Order.

14.19. Notice of Occurrence of the Effective Date. Promptly after occurrence of the Effective Date, Reorganized Debtor, as directed by the Bankruptcy Court, shall serve on all known parties in interest and holders of Claims and Interests, notice of the occurrence of the Effective Date.

14.20. Interest and Attorney's Fees

(a) Interest accrued after the Petition Date will accrue and be paid on Allowed Claims only to the extent specifically provided for in the Plan, the Confirmation Order, or as otherwise required by the Bankruptcy Court or by applicable law.

(b) Except as set forth in the Plan or as ordered by the Bankruptcy Court, no award or reimbursement of attorney's fees or related expenses or disbursements shall be allowed on, or in connection with, any Claim.

14.21. **No Admissions.** As to contested matters, adversary proceedings, and other causes of action or threatened causes of action, the Plan shall not constitute or be construed as an admission by the Debtors or Reorganized Debtor of any fact or liability, stipulation, or waiver, but shall constitute and be construed as a statement made in settlement negotiations. The Plan shall not be construed to be conclusive advice on the tax, securities, and other legal effects of the Plan as to holders of Claims against, or Interests in, the Debtors or their affiliates, as debtors and debtors-in-possession in the Chapter 11 Cases.

Dated: July 14, 2015.

Respectfully submitted,

ONE SOURCE INDUSTRIAL HOLDINGS, LLC

By: /s/ Mark Breaux
Mark Breaux, Chief Financial Officer
and Financial Manager

ONE SOURCE INDUSTRIAL, LLC

By: /s/ Mark Breaux
Mark Breaux, Chief Financial Officer
and Financial Manager

APPROVED:

/s/ J. Robert Forshey
J. Robert Forshey
State Bar No. 07264200
Suzanne K. Rosen
State Bar No. 00798518
FORSHEY & PROSTOK LLP
777 Main St., Suite 1290
Ft. Worth, TX 76102
Telephone: (817) 877-8855
Facsimile: (817) 877-4151
bforshey@forsheyprostok.com
srosen@forsheyprostok.com

ATTORNEYS FOR DEBTORS AND
DEBTORS-IN-POSSESSION

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