

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re:

Jointly Admin. At
Case No. 08-26591

W.P. HICKMAN SYSTEMS, INC.,
HICKMAN MANUFACTURING, INC.
and A.M. TECHNOLOGIES, INC.,

Debtors.

JOINT PLAN OF LIQUIDATION OF THE DEBTORS AND THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS OF THE DEBTORS UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE DATED OCTOBER 16, 2009

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JOINT PLAN OF LIQUIDATION OF THE DEBTORS AND THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS OF THE DEBTORS UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE DATED OCTOBER 16, 2009

W.P. Hickman Systems, Inc., Hickman Manufacturing, Inc., and A.M. Technologies, Inc., and the Official Committee of Unsecured Creditors of W.P. Hickman Systems, Inc., Hickman Manufacturing, Inc., and A.M. Technologies, Inc. propose the following Plan of Liquidation dated October 16, 2009, pursuant to Section 1121(a) of the Bankruptcy Code:

Section 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions.

Administrative Expense Claim means any right to payment constituting a cost or expense of administration of the Chapter 11 Cases allowed under sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, (a) any actual and necessary costs and expenses of preserving the Debtors' estates, (b) any actual and necessary costs and expenses of operating the Debtors' businesses in the ordinary course, (c) any indebtedness or obligations incurred or assumed by the Debtors in Possession during the Chapter 11 Cases in the ordinary course of business, (d) any allowances of compensation and reimbursement of expenses to the extent allowed by Final Order under Section 330 or 503 of the Bankruptcy Code, and (e) any fees or charges assessed against the Debtors' estates under section 1930, title 28, United States Code.

Allowed means, with reference to any Claim, (a) any Claim as to which no objection to allowance has been interposed at or before the end of the time period specified in section 8.1 hereof for filing objections to Administrative Expense Claims or to Claims or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or as to which any objection has been determined by Final Order to the extent such objection is determined in favor of the holder, (b) any Claim as to which the liability of the Debtors and the amount thereof are determined by final order of a court other than the Bankruptcy Court, or (c) any Claim expressly allowed hereunder. Unless otherwise specified in the Plan or in a Final Order allowing such claim, "Allowed" in reference to a Claim shall not include (a) interest on the amount of such Claim accruing from and after the Petition Date, (b) punitive or exemplary damages, or (c) any fine, penalty or forfeiture.

Allowed Claim means a Claim to the extent such Claim is either (a) scheduled by the Debtors in their books and records in a liquidated amount and not listed as contingent, unliquidated or disputed; or (b) has otherwise been allowed by a Final Order or pursuant to the Plan. An Allowed Claim shall be net of any setoff amount of any claim that may have been asserted by the Debtors against the holder of such Claim, which shall be deemed to have been setoff in accordance with the provisions of the Plan.

Allowed [Class Designation] Claim means an Allowed Claim in the specified Class.

AMT means A.M. Technologies, Inc., an Ohio corporation.

Asset Sale means the sale of substantially all of the Debtors' assets to the Buyer, including the pending sale of the Debtors' real property located in Wampum, Pennsylvania, which sale was consummated on March 2, 2009 (as to substantially all of the Debtors' assets except the Wampum, Pennsylvania real property) and which sale is pending (as to the Wampum, Pennsylvania real property), as authorized by the Bankruptcy Court Order dated February 27, 2009 styled: *Order Granting Motion for Order (I) Approving Sale of Substantially all of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests Pursuant to Bankruptcy Code Sections 105, 363(B), (F) and (M); (II)*

Authorizing the Assumption, Assignment and Sale of Certain Executory Contracts, and Unexpired Leases Pursuant to Sections 363 and 365 of the Bankruptcy Code, and (III) Granting Related Relief.

Avoidance Actions means any actions commenced, or that may be commenced, before or after the Effective Date pursuant to sections 542, 544, 545, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code.

Bankruptcy Code means title 11, United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.

Bankruptcy Court means the United States Bankruptcy Court for the Western District of Pennsylvania having jurisdiction over the Chapter 11 Cases and, to the extent the reference under section 157, title 28, United States Code, is withdrawn, the United States District Court for that district.

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

Business Day means any day other than a Saturday, a Sunday or other day on which banking institutions in Pittsburgh, Pennsylvania are required or authorized to close by law or executive order.

Buyer means WPH Acquisition Company, LLC, the purchaser in the Asset Sale.

Cash means legal tender of the United States of America.

Causes of Action means any and all actions, causes of action, liabilities, obligations, rights, suits, damages, judgments, claims and demands whatsoever, including but not limited to Avoidance Actions and the Remaining Litigation, whether known or unknown, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, arising out of, relating to or in connection with the pre-bankruptcy and/or post-bankruptcy Debtors.

Chapter 11 Cases means the Debtors' voluntary cases filed with the Bankruptcy Court under Chapter 11 of the Bankruptcy Code.

Claim has the meaning set forth in section 101 of the Bankruptcy Code.

Claims Registry means the list maintained by the Bankruptcy Court listing all proofs of claim filed in the Chapter 11 Cases.

Class means any group of substantially similar Claims classified in section 3 of the Plan and pursuant to section 1123(a)(1) of the Bankruptcy Code.

Collateral means any property or interest in property of the Debtors' estate that is subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable state law.

Committee means the Official Committee of Unsecured Creditors appointed by the United States Trustee in the Chapter 11 Cases.

Confirmation Date means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

Confirmation Hearing means the hearing held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

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

Debtors means collectively, W.P. Hickman Systems, Inc., Hickman Manufacturing, Inc. and A.M. Technologies, Inc., the debtors herein.

Debtors in Possession means the Debtors in their capacity as debtors in possession in the Chapter 11 Cases under sections 1101, 1107(a) and 1108 of the Bankruptcy Code.

Disallowed, when used with respect to a Claim, means a Claim that has been disallowed by Final Order.

Disbursing Agent means the Reorganized Debtors in their capacity as the disbursing agent for all Allowed Claims.

Disclosure Statement means the disclosure document relating to the Plan, including, without limitation, all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

Disputed means that portion (including, when appropriate, the whole) of a Claim that is not an Allowed Claim.

Effective Date means the first Business Day on which all the conditions precedent to the Effective Date specified in section 10.1 of the Plan shall have been satisfied or waived.

Equity Interests means (a) the issued and outstanding stock of the Debtors, and (b) any option, warrant or right, contractual or otherwise, to acquire, in connection with or related to, any such interests.

Final Order means an order or judgment of the Bankruptcy Court entered by the Clerk of the Bankruptcy Court on the docket in the Chapter 11 Cases which has not been reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for a new trial, reargument or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court shall have been affirmed by the highest court to which such order was appealed or certiorari shall have been denied or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order shall not cause such order not to be a Final Order.

FirstMerit means, FirstMerit Bank, N.A.

General Unsecured Claim means a Claim that is not an Administrative Expense Claim, a Priority Tax Claim, a Priority Non-Tax Claim, Warranty Claim, or a Claim included within any other Class.

Hickman means W.P. Hickman Systems, Inc., an Ohio corporation.

Hickman Mfg. means Hickman Manufacturing, Inc., an Ohio corporation.

Lien has the meaning set forth in section 101 of the Bankruptcy Code.

Line of Credit means the obligation arising under the Credit Facility and Security Agreement and Promissory Note, both dated September 30, 2004, as amended, for a formula line of credit in the maximum principal amount of \$5 million, between FirstMerit and the Debtors, CDI Restoration Services, Inc. and Contractors Diversification, Inc. and secured by Liens on Collateral.

Petition Date means October 2, 2008, the date on which the Debtors commenced the Chapter 11 Cases.

Plan means this Joint Plan of Liquidation Under Chapter 11 of the Bankruptcy Code, as the same may be amended or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms of the Plan.

Priority FirstMerit Claim has the meaning set forth in section 4.3 of the Plan.

Priority Non-Tax Claim means any Claim that is entitled to priority in accordance with section 507(a) of the Bankruptcy Code other than Administrative Expense Claims and Priority Tax Claims.

Priority Tax Claim means any Claim of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Ratable Proportion means, with reference to any distribution on account of an Allowed Claim, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of Allowed Claims in that Class.

Rejection Claim means any Claim arising from the rejection by the Debtors of any executory contract or unexpired lease, including any Claim of (a) a lessor for damages resulting from the rejection of a lease of real property as such claim shall be calculated in accordance with section 502(b)(6) of the Bankruptcy Code, and (b) an employee for damages resulting from the rejection of an employment agreement as such Claim shall be calculated in accordance with section 502(b)(7) of the Bankruptcy Code.

Released Parties means (i) Nick Arrington, James Battaglia and Compass Advisory Partners, LLC (ii) the attorneys of the Debtors in Possession, (iii) the Committee, and its members, attorneys and financial advisor; and (iv) FirstMerit and its attorneys.

Releasing Parties means (i) the Debtors, on behalf of themselves and all of their successors and assigns, (ii) the Debtors' estates, (iii) the officers and directors of the Debtors, (iv) holders of General Unsecured Claims, Priority Tax Claims, Priority Non-Tax Claims, Warranty Claims, Secured Claims, (v) FirstMerit, and (vi) the holders of Equity Interests.

Remaining Assets means collectively, all property, assets, Causes of Action and Cash of the Debtors and the Committee as of the Effective Date.

Remaining Litigation means the following causes of action: (a) Cynthia Strunk, Trustee for the W.P. Hickman Systems, Inc. Employee Stock Ownership Plan and Trust vs. W.P. Hickman Systems, Inc., Case No. 07-6338870, (b) Robert Jonas vs. W.P. Hickman Systems, Inc., Serefex Corporation and Brian

Dunn, Case No. 08-656375, filed on or about April 11, 2008 in the Court of Common Pleas for Cuyahoga County, Ohio, (c) W.P. Hickman Systems, Inc. vs. David D'Anza, Donna D'Anza, D'Anza Family Trust, Christine B. Hooper, Aurgo Consultants, Brian D'Anza, Christopher D'Anza, Jessica D'Anza, and Paul Patchen, d/b/a T & M Construction, Case No. 08-659496, filed May 14, 2009 in the Court of Common Pleas for Cuyahoga County, Ohio, and also filed in the United States Bankruptcy Court for the Western District of Pennsylvania on March 20, 2009 at Case No. 09-2160, (d) W.P. Hickman Systems, Inc. vs. Steve Harnish, Case No. 08-662719, filed June 19, 2008 in the Court of Common Pleas for Cuyahoga County, Ohio, (e) Adversary Proceeding No. 09-02515 brought by the Committee on behalf of the Debtors' Estates against certain current and former directors and officers of the Debtors; and (f) W.P. Hickman Systems, Inc. vs. Simon Roofing and Sheet Metal Corp., Case No. 08-6664148, filed June 7, 2008 in the Court of Common Pleas for Cuyahoga County, Ohio; as such litigation may have been removed and/or transferred to other courts and any litigation that may be filed in the Bankruptcy Court to supplement or succeed the foregoing.

Reorganized Debtors means the Debtors, as they will be reorganized as of the Effective Date in accordance with the Plan.

Responsible Officer means Glenn Cunningham and any Successor Responsible Officer.

Schedules means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtors under section 521 of the Bankruptcy Code, Bankruptcy Rule 1007 and the Official Bankruptcy Forms of the Bankruptcy Rules, as such schedules and statements have been or may be supplemented or amended from time to time through the Confirmation Date.

Secured Claim means a Claim (i) secured by Collateral, to the extent of the value of such Collateral (a) as agreed to by the holder of such Claim and the Debtors, or (b) as determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code; or (ii) secured by the amount of any rights of setoff of the holder thereof under section 553 of the Bankruptcy Code.

Successor Responsible Officer has the meaning set forth in section 6.4(d) of the Plan.

Warranty Claims means Claims against the Debtors arising from the Debtors' issuance of warranties to third parties.

1.2 Interpretation; Application of Definitions and Rules of Construction. Unless otherwise specified, all section, schedule or exhibit references in the Plan are to the respective section in, or schedule or exhibit to, the Plan, as the same may be amended from time to time. The words "herein," "hereof," "hereto," "hereunder" and other words of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan. A term used herein that is not defined herein shall have the meaning assigned to that term in the Bankruptcy Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof.

Section 2 PROVISIONS FOR PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS AND ALLOWED PRIORITY TAX CLAIMS

2.1 Administrative Expense Claims. All Claims of professionals for compensation and reimbursement of expenses under section 327, 328, 330 or 331 shall be paid in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules and the Bankruptcy Court for paying interim and final compensation and expenses. Subject to this limitation, each holder of an

Administrative Expense Claim shall be paid 100 percent (100%) of its Allowed Claim in Cash as soon as practicable after the Effective Date, but no later than 90 days after the Effective Date.

Notwithstanding the foregoing, the holder of an Administrative Expense Claim may receive such other, less favorable treatment as may be agreed upon by the holder and the Debtors or the Reorganized Debtors.

2.2 Allowed Priority Tax Claims. After payment in full of the Allowed Priority FirstMerit Claim, except to the extent that a holder of an Allowed Priority Tax Claim agrees to different treatment, each holder of an Allowed Priority Tax Claim, if any, shall receive Cash in an amount equal to 100 percent (100%) of the unpaid amount of their respective Allowed Priority Tax Claim as such amount becomes available.

Section 3 CLASSIFICATION OF CLAIMS

Claims against the Debtors are classified for all purposes, including voting, confirmation and distribution, as follows:

Class 1 – Secured Claims

Class 2 – Priority Non-Tax Claims

Class 3 – FirstMerit Claim

Class 4 – General Unsecured Claims

Class 5 – Warranty Claims

Class 6 – Equity Interests

Section 4 PROVISIONS FOR TREATMENT OF ALLOWED CLAIMS

4.1 Class 1 – Secured Claims. As soon as practicable after the Effective Date, but no later than 90 days after the Effective Date, each holder of an Allowed Secured Claim, shall receive, at the option of the Reorganized Debtors, and in full satisfaction of such Claim, either (i) Cash in an amount equal to one hundred percent (100%) of the Allowed Secured Claim; (ii) the proceeds of the sale or disposition of the Collateral securing such Allowed Secured Claim to the extent of the value of the holder's secured interest in such Collateral, net of the costs of disposition of such Collateral; (iii) such other distribution as necessary to satisfy the requirements of the Bankruptcy Code, including the surrender of any such Collateral; or (iv) such other treatment as the Reorganized Debtors and such holder of a Secured Claim may agree. Allowed Claims in Class 1 are unimpaired.

4.2 Class 2 – Priority Non-Tax Claims. After payment in full of the Allowed Priority FirstMerit Claim and Allowed Priority Tax Claims, except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to different treatment, each holder of an Allowed Priority Non-Tax Claim, if any, shall receive Cash in an amount equal to 100 percent (100%) of the unpaid amount of their respective Allowed Priority Non-Tax Claim. Allowed Claims in Class 1 are unimpaired.

4.3 Class 3 – FirstMerit Claim. Pursuant to the Bankruptcy Court's Final Order dated February 27, 2009, FirstMerit shall have an allowed non-priority general unsecured claim in the total amount of \$2,105,604.83. FirstMerit shall receive, prior to any distribution to holders of General

Unsecured Claims, Priority Tax Claims, and Priority Non-Tax Claims, but after payment in full of: (i) all fees and expenses of litigation and otherwise monetizing the proceeds; and (ii) all Allowed Administrative Claims, the first \$300,000, plus the amount necessary to cure any shortfall if FirstMerit does not receive \$1,025,000 from the sale of the Acquired Assets (the “Priority FirstMerit Claim”), from the proceeds of any Causes of Action as such amount become available. Such payment shall be applied to the Priority FirstMerit Claim and the balance of the FirstMerit Claim shall be paid pro rata with all other General Unsecured Claims. The Allowed FirstMerit Claim is impaired.

4.4 Class 4 – General Unsecured Claims. After payment in full of all Allowed Administrative Claims, the Allowed Priority FirstMerit Claim, Allowed Priority Tax Claims, Allowed Secured Claims and Allowed Priority Non-Tax Claims, each holder of an Allowed General Unsecured Claim shall receive, in one or more distributions as permitted under the Plan, the lesser of (i) Cash in an amount equal to 100 percent (100%) of the unpaid amount of their Allowed General Unsecured Claim, or (ii) their Ratable Proportion of the Debtor’s Cash (after liquidation of the Remaining Assets and the Causes of Action). Allowed Claims in Class 4 are impaired.

4.5 Class 5 – Warranty Claims. Holders of Warranty Claims shall not receive any distribution on account of their Warranty Claim. Allowed Claims in Class 5 are impaired.

4.6 Class 6 – Equity Interests. On the Effective Date, all Equity Interests shall be deemed cancelled and extinguished. Holders of Equity Interests shall not receive any distribution on account of their Equity Interests except in the event that all Allowed General Unsecured Claims have been paid in full. Allowed Equity Interests in Class 6 are impaired.

Section 5 IDENTIFICATION OF CLASSES OF CLAIMS IMPAIRED;
ACCEPTANCE OR REJECTION OF THE PLAN

5.1 Holders of Claims Entitled to Vote. Under the Plan, it is anticipated that holders of the Class 3 Claim (FirstMerit Claim) and Class 4 Claims (General Unsecured Claims) will receive a distribution in an amount less than that amount they are owed. Accordingly, only holders of Claims in Classes 3 and 4 are impaired and are entitled to vote to accept or reject the Plan.

5.2 Holders of Claims Not Entitled to Vote. Class 1 (Secured Claims) and Class 2 (Priority Non-Tax Claims) are unimpaired by the Plan because Allowed Claims in those Classes either have already been paid in full or will be paid in full under the Plan. As a result of this, the holders of Allowed Claims in Classes 1 and 2 are conclusively presumed to have accepted the Plan, and holders of Claims in Classes 1 and 2 are not entitled to vote to accept or reject the Plan. Additionally, Class 5 (Warranty Claims) and Class 6 (Equity Interests) are impaired, but because it is anticipated that Class 5 and Class 6 will neither receive nor retain any property of the Debtors under the Plan, those Classes are deemed to have rejected the Plan, and holders of Warranty Claims in Class 5 and Equity Interests in Class 6 are not entitled to vote to accept or reject the Plan.

5.3 Non-consensual confirmation. In the event Class 3 (FirstMerit Claim) or Class 4 (General Unsecured Claims) votes against the Plan, and the Debtors elect not to withdraw the Plan, the terms of the Plan may be modified by the Debtors to effect a “cramdown” on such dissenting Class. To the extent any Class is deemed to reject the Plan by virtue of receiving no distribution hereunder, the Plan shall be “crammed down” on the claimants within such Class pursuant to Section 1129(b) of the Bankruptcy Code.

Section 6 MEANS OF IMPLEMENTATION

6.1 Substantive Consolidation. On the Effective Date, the Chapter 11 Cases shall be deemed substantively consolidated only for purposes of voting, confirmation and distributions under the Plan. The assets and liabilities of the Debtors shall be pooled, and all Allowed Claims shall be satisfied from the assets of a single consolidated estate. Any Allowed Claim against a Debtor based upon a guaranty, indemnity, co-signature, surety or otherwise shall be treated as a single Allowed Claim against the Debtors' consolidated estate and shall be entitled to distributions under the Plan only with respect to such single Allowed Claim. Nothing in the Plan or in the Confirmation Order shall effect a merger or any other combination of any of the Debtors or any of the Reorganized Debtors. Notwithstanding anything in this section 6.1, sections 4.6 and 6.7 of the Plan or elsewhere in the Plan to the contrary, (i) Hickman's ownership of the Equity Interest in AMT and Hickman Mfg. shall not be affected by the Chapter 11 Cases or the Confirmation Order and shall, on the Effective Date, become the property of and vest in Reorganized Hickman as through the Chapter 11 Cases were never filed; and (ii) for purposes of determining the Plaintiff of, and availability of defenses to, Causes of Action, the Reorganized Debtors may, at the option and sole discretion of the Reorganized Debtors, be treated as separate entities.

6.2 Vesting of the Remaining Assets in the Reorganized Debtors. On the Effective Date, by operation of the Plan, all Remaining Assets of the Debtors and their estates shall be transferred to and vest in the Reorganized Debtors.

6.3 Implementation of the Asset Sales and Funding of Plan. The Reorganized Debtors shall use the Remaining Assets in order to fund the Plan. The Reorganized Debtors shall continue prosecuting and commence any other Causes of Action and shall liquidate any Remaining Assets and use the proceeds of such litigation and sales (along with the Cash) to fund the Plan. Liquidation and sales of Remaining Assets after the Effective Date shall not be subject to further Bankruptcy Court Order, provided however, consistent with section 6.10 of the Plan, settlement of any Causes of Action shall be subject to approval of the Bankruptcy Court if the amount claimed by the Reorganized Debtors against a defendant is unliquidated or equals to or exceeds \$100,000. The Reorganized Debtors may settle any or all Causes of Action as it deems appropriate, without the need to obtain approval or any other or further relief from the Bankruptcy Court, if the amount claimed by the Reorganized Debtors against a defendant is less than \$100,000. The payments to be made to holders of Allowed Claims shall be made by the Disbursing Agent in accordance with the Plan.

6.4 Management of the Debtors After the Effective Date.

(a) Appointment of the Responsible Officer. On the Effective Date, the directors and officers of the Debtors shall be deemed to have resigned their respective offices and the Responsible Officer shall take exclusive control of the Reorganized Debtors and the Remaining Assets.

(b) Removal of the Responsible Officer. The Responsible Officer may only be removed by order of the Bankruptcy Court, for cause, including: (i) fraud, gross negligence or willful misconduct in connection with the affairs of the Reorganized Debtors; (ii) physical or mental disability that substantially prevents the Responsible Officer from performing the duties as Responsible Officer of the Reorganized Debtors; (iii) breach of fiduciary duty; or (iv) failure, in good faith judgment of the Reorganized Debtors, to reasonably perform the duties as Responsible Officer hereunder.

(c) Resignation of the Responsible Officer. The Responsible Officer may resign by giving not less than sixty (60) days' prior written notice thereof to Tucker Arnsberg, P.C.; Attn: Michael Shiner, Esquire (counsel to the Reorganized Debtors), Campbell & Levine, LLC; Attn: Paul J. Cordaro, Esquire (as counsel to the Debtors), McGuireWoods, LLP; Attn: James E. Van Horn, Esquire (as counsel

to the Committee), Babst Calland Clements and Zomnir P.C.; Attn: David W. Ross, Esquire (as counsel to FirstMerit) and the Bankruptcy Court. Such resignation shall become effective on the later to occur of (i) the date specified in such notice, and (ii) the selection of a Successor Responsible Officer and the acceptance by such Successor Responsible Officer of such appointment.

(d) Appointment of Successor Responsible Officer. In the event of the death, resignation or removal of the Responsible Officer, counsel for the Reorganized Debtors, shall appoint a successor to the Responsible Officer or any subsequent Successor Responsible Officer ("Successor Responsible Officer"). Notice of any Successor Responsible Officer shall be filed with the Bankruptcy Court and provided to all creditors. Any Successor Responsible Officer appointed hereunder shall execute an instrument accepting such appointment.

(e) Turnover of Documents. Upon the resignation or removal of the Responsible Officer, the Responsible Officer shall promptly: (a) execute and deliver, by the effective date of resignation or removal, all such documents, instruments, and other writings as may be required to effect the termination of the Responsible Officer's capacity under the Plan; (b) deliver to the Successor Responsible Officer all documents, instruments, books, records and other writings relating to the Reorganized Debtors as may be in the possession or under control of the Responsible Officer; and (c) otherwise assist and cooperate in effecting the assumption of the rights, powers, duties and obligations under the Plan by the Successor Responsible Officer.

6.5 Corporate Matters.

(a) Number of Shares. As set forth in sections 4.6 and 6.7 of the Plan, existing Equity Interest in Hickman shall be cancelled and extinguished on the Effective Date. On the Effective Date, the total number of shares of stock that Reorganized Hickman shall have authority to issue is one (1) share of common stock, par value of \$.01 per share. In accordance with section 6.1 of the Plan, Hickman's ownership of the Equity Interest in AMT and Hickman Mfg. shall not be affected by the Chapter 11 Cases or the Confirmation Order and shall, on the Effective Date, become property of and vest in Reorganized Hickman as though the Chapter 11 Cases were never filed.

(b) Issuance and Transfer of Common Stock; Dividends. The one (1) share of common stock of Reorganized Hickman shall be conditionally issued to the Responsible Officer. In the event of an appointment of a Successor Responsible Officer, the former Responsible Officer shall be deemed to have immediately transferred the one (1) share of common stock of Reorganized Hickman to the Successor Responsible Officer without any further action. Only a Responsible Officer may own/hold the common stock of Reorganized Hickman and only Reorganized Hickman may own/hold the common stock of Reorganized AMT and Reorganized Hickman Mfg. No dividends or distributions shall ever be declared on the common stock of Reorganized Hickman.

(c) Director. The number of directors of each Reorganized Debtor shall be one (1) and the initial Responsible Officer shall serve as the initial director of each Reorganized Debtor. In the event of an appointment of a Successor Responsible Officer, the former Responsible Officer shall be deemed to have resigned his/her position and the Successor Responsible Officer shall immediately become the new director without any further action.

(d) Bylaws. The Bylaws of each Reorganized Debtor shall be amended in their entirety, substantially in the form set forth in Exhibit A hereto.

6.6 Compensation and Expenses of the Responsible Officer. The Responsible Officer shall be entitled to reasonable compensation, which shall be on economic terms agreeable to the Debtors and

the Committee and established prior to the Effective Date. Without further order of the Bankruptcy Court, the costs and expenses of the Responsible Officer, including his/her fees and expenses shall be paid by the Reorganized Debtors from the proceeds of the Remaining Assets. The Responsible Officer shall retain such amounts as are reasonably necessary (at the discretion of the Responsible Officer) to meet the future fees and expenses incurred in administering the distributions under the Plan.

6.7 Cancellation of Existing Securities. On the Effective Date, all notes (including the Line of Credit), all certificates evidencing a Equity Interest and any document and instrument which evidences or is related to either of the foregoing shall (i) be deemed cancelled, terminated and of no further force and effect as to the Debtors or the Reorganized Debtors, and (ii) have no effect other than the right to participate in the distributions, if any, provided under the Plan. Notwithstanding the foregoing, the cancellation of the Line of Credit shall not impair the rights of FirstMerit to receive distributions on account of its Allowed Claim pursuant to the Plan.

6.8 Investment of Cash. Subject to the terms of the Plan, the Reorganized Debtors may invest their Cash (including any earnings thereon or proceeds therefrom) in short term overnight investments or longer term investments as permitted by section 345 of the Bankruptcy Code.

6.9 Retention of Professionals by the Reorganized Debtors. The Reorganized Debtors may retain and reasonably compensate counsel and other professionals to assist in their duties as Reorganized Debtors under the Plan on such terms as the Reorganized Debtors deem appropriate, without further order of the Bankruptcy Court. For purposes of full disclosure, the Reorganized Debtors intend to engage Tucker Arnsberg, P.C. as primary counsel and Campbell & Levine, LLC as conflicts counsel. Marsalese Law Group, LLC will represent the Reorganized Debtors under the same fee arrangement and engagement terms as approved by the Bankruptcy Court in its Orders approving Marsalese Law Group, LLC as Special Counsel to the Debtors.

6.10 Authority to Grant Releases. In connection with the compromise and settlement of any Causes of Action, the Reorganized Debtors are authorized to release and discharge, to the fullest extent permitted by law, non-Debtor parties to Causes of Action from all claims and Causes of Action, that the Reorganized Debtors (as successor to the Debtors) have or may have whether known or unknown against such persons, (i) without the need to obtain approval or any other further relief from the Bankruptcy Court, if the amount claimed by the Reorganized Debtors against such non-Debtor party is less than \$100,000; and (ii) shall be subject to approval of the Bankruptcy Court if the amount claimed by the Reorganized Debtors against such non-Debtor party is unliquidated or equals to or exceeds \$100,000. Any settlement effectuated prior to the Confirmation Date, upon notice thereof to the Bankruptcy Court, shall be deemed incorporated into the Plan and entry of the Confirmation Order including provisions of such settlement shall be deemed a settlement pursuant to section 1123(b)(3)(A) of the Bankruptcy Code.

6.11 Dissolution. The Responsible Officer shall take such steps as necessary to dissolve the Reorganized Debtors when (i) all Disputed Claims and Causes of Action have been resolved, (ii) all Remaining Assets have been liquidated, and (iii) all distributions/transfers required to be made by the Disbursing Agent under the Plan have been made. The Reorganized Debtors shall only exist for a period as long as is necessary to facilitate or complete the recovery and liquidation of the Remaining Assets and distribution of their proceeds. The Responsible Officer shall not unduly prolong the duration of the Reorganized Debtors and shall at all times endeavor to resolve, settle or otherwise dispose of the Remaining Assets and all claims that associated with the Remaining Assets and to effect the distribution of the proceeds thereof in accordance with the terms hereof and dissolve the Reorganized Debtors as soon as practicable.

6.12 Indemnification of Responsible Officer. The Responsible Officer and the agents and professionals of the Reorganized Debtors shall not be liable for actions taken or omitted in their capacity as, or on behalf of, the Reorganized Debtors, except those acts arising out of his/her or their own willful misconduct, gross negligence, bad faith, self-dealing, breach of fiduciary duty or *ultra vires* acts, and each shall be entitled to indemnification and reimbursement for fees and expenses in defending any and all of its actions or inactions in its capacity as, or on behalf of, the Reorganized Debtors, except for any actions or inactions involving willful misconduct, gross negligence, bad faith, self-dealing, breach of fiduciary duty; or *ultra vires* acts. Any indemnification claim of the Responsible Officer (and the other parties entitled to indemnification under this section) shall be satisfied from the available Remaining Assets. The Responsible Officer shall be entitled to rely, in good faith, on the advice of his/her retained professionals. The Responsible Officer may purchase insurance to effectuate the intent of this section and payment for the premiums of such insurance shall be paid from the Remaining Assets.

6.13 Distributions to Holders as of the Confirmation Date. Unless otherwise ordered by the Bankruptcy Court, as of the close of business on the ninetieth (90th) day following the Confirmation Date, the Claims Register will be closed and there will be no further changes in the record holder of any Claim or Equity Interest. The Reorganized Debtors will have no obligation to recognize any transfer of any Claim or Equity Interest occurring after the ninetieth (90th) day following the Confirmation Date. The Reorganized Debtors will instead be authorized and entitled to recognize and deal for all purposes under the Plan with only those record holders stated on the Claims Register and other registers as of the close of business on the ninetieth (90th) following the Confirmation Date.

6.14 Closing of the Chapter 11 Cases by Charitable Gift. If at any time the Reorganized Debtors determine that the expense of administering the Remaining Assets so as to make a final distribution to Allowed Claims is likely to exceed the value of the Remaining Assets, the Reorganized Debtors shall apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to close the Chapter 11 Cases and dissolve the Reorganized Debtors; (ii) donate any balance to a charitable organization exempt from federal income tax under section 501(c)(3) of the Tax Code that is unrelated to the Debtors and any insider of the Debtors; and (iii) close the Chapter 11 Cases in accordance with the Bankruptcy Code and Bankruptcy Rules. Notice of such application shall be given electronically, to the extent practicable, to those parties who have filed requests for notices and whose electronic addresses remain current and operating.

6.15 Post-Confirmation Rights and Obligations. All rights and obligations of the Debtors under this Plan that exist or continue on or after the Effective Date shall vest in the Reorganized Debtors and shall be rights and obligations exercisable by the Reorganized Debtors on and after the Effective Date. Further, the Reorganized Debtors shall perform each of the following acts as soon as practicable on or after the Effective Date:

(a) General Powers. The Reorganized Debtors shall have the power and authority to (A) hold, manage, sell and distribute the Remaining Assets in accordance with the Plan, (B) prosecute and resolve, in the name of the Debtors, and/or the name of the Reorganized Debtors, Causes of Action, (C) prosecute and resolve objections to Disputed Claims, (D) perform such other functions as are provided in the Plan, (E) perform all duties and obligations of the Debtors and the Reorganized Debtors under the Bankruptcy Code, Bankruptcy Rules and Orders of the Bankruptcy Court, and (F) administer the closure of the Chapter 11 Cases. The Responsible Officer shall be responsible for all decisions and duties with respect to the Reorganized Debtors and the Remaining Assets. In all circumstances, the Responsible Officer shall act in the best interests of holders of Claims and in furtherance of the purpose of the Plan.

(b) Consultation with FirstMerit. The Responsible Officer shall consult with FirstMerit in good faith and on a regular basis in the Chapter 11 Cases, the manner and frequency of

which shall be agreed to by the Responsible Officer and FirstMerit. Such consultation shall include any decision to settle, dismiss or otherwise compromise the Remaining Litigation, the release of any persons or party, or the settlement, compromise or disposition of any matter, claim, controversy or asset of the Reorganized Debtors for which the value exceeds \$10,000.00. FirstMerit shall not be entitled to (i) receive material protected from disclosure by the attorney/client privilege, work product doctrine or other applicable privilege, (ii) direct the Responsible Officer, whose independent judgment and ability to act as set forth in this Plan is expressly preserved, or (iii) employ professionals at the expense of the Debtors' Estates. Nothing set forth herein shall prohibit or limit the Responsible Officer's ability to consult with creditor representatives other than FirstMerit, and the Responsible Officer may consult with and seek advice from any creditors and in such manner that the Responsible Officer deems appropriate. The Bankruptcy Court shall retain jurisdiction to hear and determine any dispute or controversy that may arise between the Responsible Officer, the Reorganized Debtors and FirstMerit regarding the parties' respective rights and obligations hereunder.

(c) Payments and Transfers. As detailed in section 7.1(a) of the Plan, commencing on the Effective Date or as soon thereafter as is reasonably practicable, the Reorganized Debtors shall make payments and transfers to holders of Allowed Claims in the manner set forth in the Plan.

(d) Administration of Taxes. The Responsible Officer shall be responsible for having all (including the final) tax returns of the Debtors and Reorganized Debtors prepared and filed by an accounting professional. To the extent any tax liability of the Debtors exists, the Reorganized Debtors shall be responsible for such liability as if the Reorganized Debtors were the Debtors and payment shall be made from the Remaining Assets.

(e) Claims Administration, Prosecution of Objection to Claims, and Plan Distributions. As set forth in section 8 of the Plan, the Reorganized Debtors shall have the power and authority to prosecute and resolve objections to Claims. On and after the Effective Date, the Reorganized Debtors shall continue as the party in interest in all pending Claims objections filed by the Debtors or the Committee. The Reorganized Debtors shall have the right, power and authority to retain and assert all defenses, rights of setoff and counterclaims with respect to each of the foregoing. The Reorganized Debtors shall also have the power and authority to hold, manage and distribute Plan distributions to the holders of Allowed Claims consistent with applicable provisions of this Plan.

(f) Termination of 401(k) Plan. The Reorganized Debtors shall take all actions necessary to terminate the Debtors' 401(k) Plan and ensure the distributions of participant funds.

6.16 Destruction of Books, Records and Closing Documents. Notwithstanding the fact that applicable non-bankruptcy law may require the retention and maintenance of books and records, and subject only to the terms and conditions of the Bankruptcy Court's Order Authorizing the Destruction of Certain Documents dated July 29, 2009, the Reorganized Debtors shall have authority to abandon and/or destroy any and all books and records without further Bankruptcy Court order. For purposes of this section, books and records include computer generated or computer maintained books and records and computer data, as well as electronically generated or maintained books and records or data, along with books and records maintained by or in possession of third parties and all of the claims and rights of the Debtors in and to their books and records, wherever located.

6.17 Corporate Action. All matters provided for under this Plan involving the corporate structure of the Debtors or the Reorganized Debtors, or any corporate action to be taken by, or required of the Debtors or the Reorganized Debtors, shall be deemed to have occurred and be effective as provided herein and shall be authorized and approved in all respects without any requirement for further action by the stockholders or directors of any of such entities.

6.18 Effectuating Documents and Further Transactions. The Debtors and/or Reorganized Debtors, as the case may be, are authorized and directed to execute, deliver, file and/or record such contracts, instruments, releases, indentures, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

6.19 Transfer Taxes. The transfer of any assets or property pursuant to or in connection with this Plan or the making or delivery of an instrument of transfer under or in connection with this Plan shall not, pursuant to section 1146 of the Bankruptcy Code, be taxed under any law imposing a stamp tax, transfer tax or other similar tax.

6.20 Recordable Order. Upon confirmation of this Plan, the Confirmation Order shall be deemed to be in recordable form and shall be accepted by any recording officer for filing and recording purposes without further or additional orders, certifications or other supporting documents.

Section 7 PROVISIONS GOVERNING DISTRIBUTIONS

7.1 Timing and Method of Distributions Under the Plan.

(a) Distributions of Cash. Beginning on the Effective Date or as soon thereafter as is practicable, the Disbursing Agent shall make distributions of Cash to holders of Allowed Claims at least annually (but only if annual distributions are practicable) and in accordance with the Plan, provided however, the Disbursing Agent shall reserve such amounts: (i) as would be distributable to a holder of a Disputed Claim if such Disputed Claim had been Allowed prior to the time of such distribution (but only until such Claim is resolved); (ii) as are reasonably necessary to meet contingent liabilities and to maintain the value of the assets of the Reorganized Debtors during liquidation; (iii) to pay reasonable expenses (including, but not limited to, any taxes of the Reorganized Debtors); and (iv) to satisfy other liabilities incurred by the Reorganized Debtors in accordance with this Plan.

(b) Disbursing Agent. The Disbursing Agent will not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. The Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan, (ii) make all distributions contemplated in the Plan, (iii) employ professionals to represent it with respect to its responsibilities under the Plan, and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

(c) Method of Distributions. At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

7.2 Delivery of Distributions. Subject to Bankruptcy Rule 9010, unless otherwise provided in the Plan, all distributions to any holder of an Allowed Claim will be made to the holder of each Allowed Claim at the address of such holder as listed in the Schedules unless the Debtors have been notified, in advance, in writing of a change of address, including, without limitation, by the timely filing of a proof of claim or interest by such holder that provides an address for such holder different from the address reflected in the Schedules. In the event that any distribution to any holder is returned as undeliverable, no further distribution to such holder will be made unless and until the Disbursing Agent has been notified of the then current address of such holder, at which time or as soon as reasonably practicable thereafter, such distribution will be made to such holder without interest; provided however, that, such undeliverable distributions will be deemed unclaimed property under section 347(b) of the

Bankruptcy Code at the expiration of ninety (90) days after the date of distribution (if such holder fails to provide an updated address). After such date, all unclaimed property or interest in property shall revert to the Reorganized Debtors, and the claim of the holder to such property or interest in property shall be discharged and forever barred from assertion against the Debtors, the Reorganized Debtors and their property. The Disbursing Agent will have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Schedules, the Debtors' books and records and any proofs of claim timely filed against the Debtors.

7.3 Withholding and Reporting Requirements. In connection with the Plan and all instruments issued in connection therewith and distributed thereon, the Disbursing Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local taxing authority, and all distributions under the Plan shall be subject to any such withholding or reporting requirements.

7.4 Time Bar to Cash Payments. Checks issued in accordance with the Plan in respect of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Requests for reissue of any voided check shall be made to the Disbursing Agent by the holder of the Allowed Claim to whom such check was originally issued shall be made on or before thirty (30) days after the expiration of the ninety (90) day period following the date of issuance of such check. Thereafter, the amount represented by such voided check shall irrevocably revert to the Reorganized Debtors and any Claim in respect of such voided check shall be discharged and forever barred from assertion against the Debtors, the Reorganized Debtors and their property.

7.5 Minimum Distributions. No payment of Cash less than \$25 shall be made by the Disbursing Agent. Any assets that cannot be distributed in accordance with this section 7.5 shall vest in the Reorganized Debtors for the benefit of the remaining holders of Allowed Claims.

7.6 Transactions on Business Days. If the Effective Date or any other date on which a transaction may occur under the Plan shall occur on a day that is not a Business Day, the transactions contemplated by the Plan to occur on such day shall instead occur on the next Business Day but shall be deemed to have been completed as of the required date.

7.7 Allocation of Plan Distribution Between Principal and Interest. All distributions in respect of any Allowed Claim shall be allocated first to the principal amount of such Allowed Claim, as determined for federal income tax purposes, and thereafter, to the remaining portion of such Claim comprising interest, if any (but solely to the extent that interest is an allowable portion of such Allowed Claim).

7.8 Setoffs. Except as otherwise provided in the Plan, the Confirmation Order, or in agreements approved by Final Order, the Debtors and Reorganized Debtors may, pursuant to applicable law (including Section 553 of the Bankruptcy Code), offset against any Claim, including an Administrative Expense Claim, before any distribution is made on account of such Claim, any and all of the claims, rights and causes of action of any nature that the Debtors or Reorganized Debtors may hold against the holder of such Claim; *provided, however* that neither the failure to effect such a setoff, the allowance of any Claim hereunder, any other action or omission of the Debtors or the Reorganized Debtors, nor any provision of this Plan shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, rights and causes of action that the Debtors or the Reorganized Debtors may possess against such holder. To the extent the Debtors or the Reorganized Debtors fail to setoff against a holder and seek to collect a claim from such holder after a distribution to such creditor pursuant to the Plan, the Debtors or the Reorganized Debtors, if successful in asserting such claim, shall be entitled to full recovery on the claim of such party or parties against such holder.

7.9 Termination of Subordination. The classification and manner of satisfying all Claims under the Plan and the distributions hereunder take into consideration all contractual, legal and equitable subordination rights, whether arising under any agreement, general principles of equitable subordination, Section 510 of the Bankruptcy Code or otherwise, that a holder of a Claim may have against another holder of a Claim with respect to any distribution made pursuant to the Plan. On the Effective Date, all contractual, legal or equitable subordination rights that such holder may have with respect to any distribution to be made pursuant to the Plan shall be deemed to be waived, discharged and terminated, and all actions related to the enforcement of such subordination rights will be permanently enjoined. Accordingly, distributions pursuant to the Plan to holders of Allowed Claims shall not be subject to payment to a beneficiary of such terminated subordination rights or to levy, garnishment, attachment or other legal process by any beneficiary of such terminated subordination rights.

Section 8 PROCEDURES FOR TREATING DISPUTED CLAIMS UNDER THE PLAN

8.1 Disputed Claims Process. The Debtors and the Reorganized Debtors shall be entitled to, and reserve the right to, object to Administrative Expense Claims and shall have the right at all times to make and file objections to all Claims provided however, if a Claim is specifically Allowed under this Plan or in any Order of the Bankruptcy Court, then there shall be no right to object to such Allowed Claim. The Reorganized Debtors shall file all objections to Claims, including Secured Claims, Administrative Expense Claims, Priority Tax Claims, Priority Non-Tax Claims and General Unsecured Claims, that are the subject of proofs of claim or requests for payment filed with the Bankruptcy Court as soon as is practicable, but in no event later than (a) 180 days after the Effective Date or the date on which a proof of claim or request for payment is filed with the Bankruptcy Court (subject to the right of the Reorganized Debtors to seek an extension of time to file such objections by seeking such extension with approval from the Bankruptcy Court), or (b) such later date as may be approved by the Bankruptcy Court.

8.2 No Distributions Pending Allowance. Notwithstanding any other provision of this Plan, if a Claim or any portion of a Claim is Disputed, no payment or distribution shall be made on account of the Disputed portion of such Claim (or the entire Claim, if the entire Claim is Disputed), unless and until such Claim becomes an Allowed Claim. The Disbursing Agent shall reserve from any distribution to holders of Allowed Claims an amount equal to the pro rata share of all Disputed Claims.

8.3 Distributions After Allowance. To the extent that a Disputed Claim ultimately becomes an Allowed Claim, a distribution shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan.

Section 9 PROVISIONS GOVERNING EXECUTORY CONTRACTS AND UNEXPIRED LEASES

9.1 Assumption or Rejection of Contracts and Leases. The Plan constitutes a motion by the Debtors to reject, as of the Confirmation Date, all executory contracts and unexpired leases to which the Debtors are a party (including, without limitation, all employment agreements relating to current employees, voluntary health insurance programs, voluntary retirement agreements and incentive compensation programs to which the Debtors are a party), except for an executory contract or unexpired lease (1) that was assumed by the Debtors and assigned to the Buyer in connection with the Asset Sale; and (2) that is the subject of a separate motion filed under section 365 of the Bankruptcy Code by the Debtors prior to the Confirmation Hearing.

9.2 Bar to Rejection Damage Claims. In the event that the rejection of an executory contract or unexpired lease by the Debtors results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or their properties or interests in property as agents, successors, or assigns, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtors on or before thirty (30) days after the Confirmation Date. Unless otherwise ordered by the Bankruptcy Court, all Allowed Rejection Claims shall be afforded status as General Unsecured Claims.

Section 10 CONDITIONS PRECEDENT TO EFFECTIVE DATE

10.1 Conditions Precedent to Effective Date of the Plan.

The occurrence of the Effective Date of the Plan is subject to satisfaction of the following conditions precedent each of which may be waived (except 10.2(c)) by the Debtors:

- (a) The Confirmation Order, in form and substance reasonably acceptable to the Debtors, shall have been entered by the Clerk of the Bankruptcy Court, and such Order shall have become a Final Order;
- (b) All other actions and all agreements, instruments or other documents necessary to implement the terms and provisions hereof shall have been effected;
- (c) The statutory fees owing to the United States Trustee shall have been paid in full;
- (d) Any alteration or interpretation of any term or provision of the Plan by the Bankruptcy Court pursuant to section 13.1 of the Plan shall be reasonably acceptable to the Debtors and the Committee;
- (e) The Debtors shall have received all authorizations, consents and regulatory approvals that are determined to be necessary to implement the Plan; and
- (f) The Effective Date shall have occurred on or before 180 days after the Confirmation Date.

10.2 Effect of Failure of Conditions. In the event that one or more of the conditions specified in section 10.1 of the Plan have not occurred on or before 180 days after the Confirmation Date or have not been waived, (a) the Confirmation Order shall be vacated, (b) no distributions under the Plan shall be made, (c) the Debtors and all holders of Claims shall be restored to the status quo ante as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred, and (d) the Debtors' obligations with respect to Claims shall remain unchanged and nothing contained herein shall constitute or be deemed a waiver or release of any Claims by or against the Debtors or any other person or to prejudice in any manner the rights of the Debtors or any person in any further proceeding involving the Debtors.

Section 11 EFFECT OF CONFIRMATION

11.1 Post-Confirmation Continuation of the Automatic Stay. Post-confirmation, the property of the Debtors' estates shall remain property of the respective Debtor's estate, under the Reorganized Debtors' control, unless and until it is sold to a third party(ies) or distributed to holders of Allowed Claims. Accordingly, the automatic stay shall remain in full force and effect until the Chapter 11 Cases are closed.

11.2 Preservation of Rights of Action. Entry of the Confirmation Order shall not constitute a waiver or release by the Reorganized Debtors, the Debtors, their estates or the Committee of any Causes of Action or other claims against any person. Instead, all Causes of Action or other claims against any person, including, but not limited to Avoidance Actions and the Remaining Litigation shall be preserved.

11.3 Assignment of Rights of Action. On the Effective Date, the Reorganized Debtors, in accordance with Section 1123(b) of the Bankruptcy Code, shall retain and shall have the exclusive right to prosecute and enforce any Causes of Action or rights to payment of claims that the Debtors or Reorganized Debtors or their bankruptcy estates or the Committee may hold against any person.

11.4 Administrative Expenses Incurred After the Confirmation Date. Administrative expenses incurred by the Debtors or the Reorganized Debtors after the Confirmation Date, including (without limitation) Claims for professionals' fees and expenses, shall not be subject to application and may be paid by the Debtors or the Reorganized Debtors, as the case may be, in the ordinary course of business and without further Bankruptcy Court approval.

11.5 RELEASE OF CERTAIN PARTIES. AS OF THE EFFECTIVE DATE, THE RELEASING PARTIES SHALL FOREVER RELEASE, WAIVE AND DISCHARGE EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, LIABILITIES, RIGHTS OF CONTRIBUTION AND RIGHTS OF INDEMNIFICATION, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE THAT ARE BASED IN WHOLE OR IN PART ON ANY ACT, OMISSION, TRANSACTION, EVENT OR OTHER OCCURRENCE TAKING PLACE PRIOR TO THE EFFECTIVE DATE. SUCH RELEASE SHALL BE EFFECTIVE NOTWITHSTANDING THAT ANY RELEASING PARTY OR OTHER PERSON OR ENTITY MAY AFTER THE EFFECTIVE DATE DISCOVER FACTS IN ADDITION TO, OR DIFFERENT FROM, THOSE WHICH THAT PARTY NOW KNOWS OR BELIEVES TO BE TRUE, AND WITHOUT REGARD TO THE SUBSEQUENT DISCOVERY OR EXISTENCE OF SUCH DIFFERENT AND ADDITIONAL FACTS, AND THE RELEASING PARTIES ARE HEREBY EXPRESSLY DEEMED TO HAVE WAIVED ANY AND ALL RIGHTS THAT THEY MAY HAVE UNDER ANY STATUTE OR COMMON LAW PRINCIPLE WHICH WOULD LIMIT THE EFFECT OF THE FOREGOING RELEASE, WAIVER AND DISCHARGE OF THE RELEASED PARTIES.

11.6 Exoneration and Reliance. The Debtors, the Committee and the Reorganized Debtors, as well as their respective attorneys, accountants and financial advisors shall not be liable other than for willful misconduct to any holder of a Claim or Equity Interest or any other entity with respect to any action, omission, forbearance from action, decision, or exercise of discretion taken at any time after the Petition Date and prior to the Effective Date in connection with: (a) the management or operation of the Debtors or the discharge of their duties under the Bankruptcy Code, (b) the implementation of any of the transactions provided for, or contemplated in, this Plan or the Disclosure Statement, (c) any action or inaction taken in connection with either the enforcement of the Debtors' rights against any entities or the defense of Claims asserted against the Debtors with regard to the Chapter 11 Cases, (d) any action taken in the negotiation, formulation, development, proposal, disclosure, Confirmation or implementation of the Plan and/or the Disclosure Statement, (e) the administration of this Plan or the assets and property to be distributed pursuant to this Plan, or (f) the destruction of documents in conjunction with the implementation of the Plan. The Debtors (including the Debtors' officers and directors), the Committee and the Reorganized Debtors, may reasonably rely upon the opinions of their respective counsel, accountants and other experts or professionals and such reliance, if reasonable, shall conclusively establish good faith and the absence of willful misconduct; provided, however, that a determination that such reliance is unreasonable shall not, by itself, constitute a determination or finding of bad faith or willful misconduct. In any action, suit or proceeding by any holder of a Claim or Equity Interest or any

other entity contesting any action by, or non-action of, the Debtors, the Committee or the Reorganized Debtors or their respective attorneys, accountants and financial advisors, the reasonable attorneys' fees and costs of the prevailing defending party shall be paid by the plaintiff as a condition to going forward with such action, suit or proceeding at the outset thereof, all parties thereto shall be required to provide appropriate proof and assurances of their capacity to make such payments of reasonable attorneys' fees and costs in the event they fail to prevail.

Section 12 RETENTION OF JURISDICTION

The Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

(a) To hear all matters and issue all orders in connection with the Asset Sale and any other sales of the Debtors' assets.

(b) To hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases and the allowance of Rejection Claims.

(c) To hear and determine any and all Causes of Actions, adversary proceedings, applications and contested matters.

(d) To authorize distributions to holders of Allowed Claims and to ensure that distributions to holders of Allowed Claims are accomplished as provided herein.

(e) To hear and determine any timely objections to Claims, including Secured Claims, Administrative Expense Claims, Priority Tax Claims, Non-Priority Tax Claims, and General Unsecured Claims, including, without limitation, any objections to the classification of any Claim, and to allow or disallow any Disputed Claim, in whole or in part.

(f) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated.

(g) To issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code.

(h) To consider any amendments to or modifications of the Plan, or to cure any defect or omission, or reconcile any inconsistency, in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order.

(i) To hear and determine all applications under sections 330, 331 and 503(b) of the Bankruptcy Code for awards of compensation for services rendered and reimbursement of expenses incurred prior to the Confirmation Date.

(j) To hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan, the Confirmation Order, any transactions or payments contemplated hereby or any agreement, instrument or other document governing or relating to any of the foregoing.

(k) To hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code.

(l) To hear and determine any other matter not inconsistent with the Bankruptcy Code.

(m) To issue injunctions and effect any other actions that may be necessary or desirable to restrain interference by any entity with the consummation or implementation of the Plan.

(n) To recover all assets of the Debtors and property of the Debtors' estate, wherever located.

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

Section 13 MISCELLANEOUS PROVISIONS

13.1 Modification of Plan. Subject to the limitations contained herein, (a) the Debtors and the Committee jointly (but not severally) reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order, (b) after the entry of the Confirmation Order but prior to the dissolution of the Committee, the Reorganized Debtors and the Committee may jointly (but not severally), upon order of the Bankruptcy Court, amend or modify the Plan in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect of omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan and (c) after dissolution of the Committee, the Reorganized Debtors may upon order of the Bankruptcy Court, amend or modify the Plan in accordance with section 1127(b) of the Bankruptcy Code or remedy any deficit or omission or reconcile any inconsistency in the Plan in such a manner as may be necessary to carry out the purpose and intent of the Plan; *provided, however*, that a material amendment of or modification to the Plan may only be made with the approval of holders of a majority in Claim amount in each Class entitled to vote to accept or reject the Plan.

13.2 Dissolution of the Committee. The Committee shall be dissolved and the employment of its professionals shall be deemed terminated on the Effective Date unless the Committee files a motion that seeks either to terminate its existence prior thereto or to extend its existence prior to the Effective Date. All fees and expenses incurred by the Committee and its professionals after the Confirmation Date shall be paid by the Debtors or the Reorganized Debtors, as the case may be, in the ordinary course of business and without further Bankruptcy Court approval consistent with section 11.4 hereof.

13.3 Notices. For any notice, request, or demand to or upon the Debtors or Reorganized Debtors to be effective, it shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

W.P. Hickman Systems, Inc.
Hickman Manufacturing, Inc.
A.M. Technologies, Inc.
c/o Attention: Glenn Cunningham, Responsible Officer
Facsimile: (440) 717-1345

-and-

Campbell & Levine, LLC
1700 Grant Building

McGuireWoods LLP
7 Saint Paul Street, Suite 1000

Pittsburgh, PA 15219
Attention: Paul J. Cordaro, Esq.
Facsimile: (412) 261-5066
Attorneys for the Debtors

Baltimore, MD 21202
Attention: James E. Van Horn, Esq.
Facsimile: (410) 659-4488
Attorneys for the Committee

Tucker Arnsberg, P.C.
One PPG Place, Suite 1500
Pittsburgh, PA 15222
Attention: Michael Shiner, Esq.
Facsimile: (412) 594-5619
Attorneys for the Reorganized Debtors

Babst, Calland, Clements and Zomnir
2 Gateway Center
Pittsburgh, PA 15222
Attention: David W. Ross, Esquire
Facsimile: (412) 394-6576
Attorneys for FirstMerit

13.4 Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, the rights, duties and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio without giving effect to the principles of conflict of laws thereof.

13.5 Binding Effect. The Plan shall be binding upon and inure to the benefit of the Debtors, the holders of Claims and Equity Interests, and their respective successors and assigns, including, without limitation, the Reorganized Debtors.

Dated: Pittsburgh, Pennsylvania
October 16, 2009

W.P. HICKMAN SYSTEMS, INC.
By: Compass Advisory Partners, LLC
Its: Chief Restructuring Officer

By: /s/ James Battaglia
James Battaglia, Authorized Agent

HICKMAN MANUFACTURING, INC.
By: Compass Advisory Partners, LLC
Its: Chief Restructuring Officer

By: /s/ James Battaglia
James Battaglia, Authorized Agent

A.M. TECHNOLOGIES, INC.
By: Compass Advisory Partners, LLC
Its: Chief Restructuring Officer

By: /s/ James Battaglia
James Battaglia, Authorized Agent

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF W.P. HICKMAN SYSTEMS,
INC., HICKMAN MANUFACTURING, INC.
and A.M. TECHNOLOGIES, INC.

By: /s/ Michael Shiner
Michael Shiner, Committee Chairman