

**EXHIBIT C**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re	)	Chapter 11
Journal Register Company, <u>et al.</u> ,	)	Case No. 09-10769 (ALG)
Debtors.	)	Jointly Administered

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**AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR  
JOURNAL REGISTER COMPANY AND ITS AFFILIATED DEBTORS**

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**Nothing contained herein shall constitute an offer, acceptance or a legally binding obligation of the Debtors or any other party in interest and this Plan is subject to approval of the Bankruptcy Court and other customary conditions. This Plan is not an offer with respect to any securities. This is not a solicitation of acceptances or rejections of the Plan. Acceptances or rejections with respect to this Plan may not be solicited until a disclosure statement has been approved by the United States Bankruptcy Court for the Southern District of New York. Such a solicitation will only be made in compliance with applicable provisions of securities and/or bankruptcy laws. YOU SHOULD NOT RELY ON THE INFORMATION CONTAINED IN, OR THE TERMS OF, THIS PLAN FOR ANY PURPOSE (INCLUDING IN CONNECTION WITH THE PURCHASE OR SALE OF THE DEBTORS' SECURITIES) PRIOR TO THE APPROVAL OF THIS PLAN BY THE BANKRUPTCY COURT.**

Dated: New York, New York  
June 23, 2009

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## **INTRODUCTION**

Journal Register Company and the other debtors and debtors-in-possession in the above-captioned cases listed on Exhibit A hereto, propose the following joint plan of reorganization for the resolution of the outstanding Claims<sup>1</sup> against and Interests in the Debtors. Reference is made to the Disclosure Statement for a discussion of the Debtors' history, business, properties and operations, projections for those operations, risk factors, a summary and analysis of this Plan, and certain related matters including, among other things, certain tax matters, and the securities and other consideration to be issued and/or distributed under this Plan. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127, Fed. R. Bankr. P. 3019 and Sections 14.8 and 14.9 of this Plan, the Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

The only Persons that are entitled to vote on this Plan are the holders of the Secured Lender Claims and the holders of Unsecured Claims. Such Persons are encouraged to read the Plan and the Disclosure Statement and their respective exhibits and schedules in their entirety before voting to accept or reject the Plan. No materials other than the Disclosure Statement, the respective schedules and exhibits attached thereto and referenced therein, and the letter from the Creditors' Committee with respect to the Plan have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan.

## **ARTICLE I.**

### **DEFINITIONS AND INTERPRETATION**

#### **A. *Definitions.***

The following terms shall have the meanings set forth below (such meanings to be equally applicable to both the singular and plural):

**1.1. *Administrative Agent*** means JPMorgan Chase Bank, N.A., in its capacity as administrative agent and collateral agent under the Existing Credit Agreement.

**1.2. *Administrative Expense Claim*** means any right to payment constituting a cost or expense of administration of the Reorganization Cases of the kind specified in section 503(b) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(2) or 507(b) of the Bankruptcy Code (other than a Fee Claim) for the period from the Commencement Date to the Effective Date, including, without limitation, any actual and necessary costs and expenses of preserving the Estates, any actual and necessary costs and expenses of operating the Debtors' business, any indebtedness or obligations incurred or assumed by the Debtors during the Reorganization Cases.

**1.3. *Allowed Claim*** means: (a) any Claim (or a portion thereof) as to which no action to dispute, deny, equitably subordinate or otherwise limit recovery with respect thereto, or alter

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meanings set forth in Article I herein.

priority thereof, has been sought within the applicable period of limitation fixed by applicable law; or (b) any Claim or portion thereof that is allowed (i) in any contract, instrument, indenture or other agreement entered into in connection with the Plan, (ii) pursuant to the terms of the Plan, (iii) by Final Order of the Bankruptcy Court, (iv) with respect to an Administrative Expense Claim only (x) that was incurred by a Debtor in the ordinary course of business during the Reorganization Cases to the extent due and owing without defense, offset, recoupment or counterclaim of any kind, and (y) that is not otherwise disputed; or (v) solely for purposes of the Trade Account Distribution and with respect to a Trade Unsecured Claim that does not otherwise constitute an Allowed Claim, by mutual agreement of the Debtors or Reorganized Debtors, on the one hand, and the Administrative Agent, on the other hand.

**1.4. *Amended Certificate*** means the amended and restated certificate of incorporation for Reorganized JRC in the form set forth in the Plan Supplement.

**1.5. *Assets*** means all of the right, title and interest of the Debtors in and to property of whatever type or nature (real, personal, mixed, intellectual, tangible or intangible).

**1.6. *Ballot*** means the form distributed to holders of impaired Claims entitled to vote on the Plan on which is to be indicated the acceptance or rejection of the Plan.

**1.7. *Bankruptcy Code*** means title 11 of the United States Code, as amended from time to time, as applicable to the Reorganization Cases.

**1.8. *Bankruptcy Court*** means the United States Bankruptcy Court for the Southern District of New York, or any other court exercising competent jurisdiction over the Reorganization Cases or any proceeding therein.

**1.9. *Bankruptcy Rules*** means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Reorganization Cases, and any Local Rules of the Bankruptcy Court.

**1.10. *Bar Date*** means any deadline for filing proofs of Claim that arose on or prior to the Commencement Date, as established by an order of the Bankruptcy Court or the Plan.

**1.11. *Business Day*** means any day other than a Saturday, Sunday, or a “legal holiday,” as defined in Bankruptcy Rule 9006(a).

**1.12. *Cash*** means the legal currency of the United States and equivalents thereof.

**1.13. *Cash Collateral Stipulation*** means that certain Stipulation and Final Order (i) Authorizing Debtors to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363; and (ii) Granting Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 105(a), 361, 362 and 363, entered by the Bankruptcy Court on March 17, 2009.

**1.14. *Causes of Action*** means any and all actions, causes of action, suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment, and Claims, whether known or unknown, reduced to judgment, not reduced to

judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise.

**1.15. *Claim*** means any “claim” against any Debtor as defined in section 101(5) of the Bankruptcy Code.

**1.16. *Claims Agent*** means Epiq Bankruptcy Solutions, LLC, or any other entity approved by the Bankruptcy Court to act as the Debtors’ claims and noticing agent pursuant to 28 U.S.C. §156(c).

**1.17. *Class*** means a category of Claims or Interests pursuant to section 1123(a)(1) of the Bankruptcy Code, and as set forth in Article IV of this Plan.

**1.18. *Collateral*** means any property or interest in property of the Debtors subject to a Lien to secure the payment or performance of a Claim.

**1.19. *Commencement Date*** means February 21, 2009.

**1.20. *Company Pension Plan*** means the Journal Register Company Retirement Plan (as amended or modified).

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

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

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

**1.24. *Consenting Lenders*** means, as of the relevant time, those holders of Lender Claims that are party to the Plan Support Agreement.

**1.25. *Contemplated Transaction*** means any Asset disposition, whether through sale, transfer, or swap, contemplated in the Journal Register Company Business Plan, dated as of October 15, 2008, including, without limitation, disposition of any Asset listed on Schedule 1.24 hereto.

**1.26. *Creditors’ Committee*** means the statutory committee of unsecured creditors that was appointed in the Reorganization Cases in accordance with section 1102 of the Bankruptcy Code on March 3, 2009, as the same may be reconstituted from time to time.

**1.27. *Cure Amount*** has the meaning set forth in Section 10.3 of this Plan.

**1.28. *Cure Dispute*** has the meaning set forth in Section 10.3 of this Plan.

**1.29. *Cure Schedule*** has the meaning set forth in Section 10.3 of this Plan.

**1.30. *Current Indemnification Claim*** means any Claim related to or arising from the obligation of a Debtor to exculpate, indemnify and advance any expenses to any Person or entity serving at any time on or after the Commencement Date as one of its directors or officers (statutory or otherwise) (each, an “**Indemnitee**”) by reason of such Person’s or entity’s service in such capacity, or as a director or officer (statutory or otherwise) of any other corporation or legal entity, for acts or omissions occurring at or prior to the consummation of the Plan, whether asserted or claimed prior to, at or after the consummation of the Plan, to the extent provided in such Debtor’s constituent documents, a written agreement with the Debtor, in accordance with any applicable law, or any combination of the foregoing (collectively, the “**Indemnification Agreements**”).

**1.31. *Debtor-Released Parties*** means, collectively: (a) the Debtors’ directors, officers, employees, agents, members, advisors and professionals (including any attorneys, financial advisors, investment bankers, and other professionals retained by such persons), each solely in their capacity as such, and only if such Persons occupied any such positions at any time on or after the Commencement Date; (b) the Administrative Agent and its current and former officers, partners, directors, employees, agents, members, shareholders, advisors and professionals (including any attorneys, financial advisors, and other professionals retained by such persons), each solely in their capacity as such; and (c) each Lender and its current and former officers, partners, directors, employees, agents, members, shareholders, advisors and professionals (including any attorneys, financial advisors, investment bankers and other professionals retained by such persons), each solely in their capacity as such, but only if such Lender is a Releasing Party.

**1.32. *Debtors*** means JRC and each of its affiliated debtors and debtors in possession in the Reorganization Cases listed on Exhibit A hereto.

**1.33. *Disallowed*** means a finding of the Bankruptcy Court in a Final Order, or provision in the Plan providing that a Disputed Claim shall not be Allowed.

**1.34. *Disbursement Account*** means the cash collateral account established by the Administrative Agent at JPMorgan Chase Bank, N.A., pursuant to that certain Forbearance Agreement and Amendment No. 3 to the Existing Credit Agreement, dated as of July 4, 2008 (as subsequently amended) by and among JRC, the Administrative Agent and the Lenders.

**1.35. *Disbursing Agents*** means collectively (a) the Plan Distribution Agent, and (b) the Unsecured Claim Distribution Agent.

**1.36. *Disclosure Statement*** means the disclosure statement that relates to this Plan, as such disclosure statement may be amended, modified, or supplemented (including all exhibits and schedules annexed thereto or referred to therein).

**1.37. *Disclosure Statement Hearing*** means a hearing (which may also be the Confirmation Hearing) held by the Bankruptcy Court to consider approval of the Disclosure Statement as containing adequate information as required by section 1125 of the Bankruptcy Code, as the same may be adjourned or continued from time to time.

**1.38. *Disputed Claim*** means any Claim that is not an Allowed Claim or Disallowed Claim as of the relevant date.

**1.39. *Distribution Record Date*** means (a) in respect of the Lender Claims, May 4, 2009, and (b) in all other cases, the date that the Bankruptcy Court enters an order approving the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code.

**1.40. *Effective Date*** means the first Business Day on which all conditions to the Effective Date set forth in Section 11.2 of this Plan have been satisfied or waived.

**1.41. *Environmental Claim*** means a Claim against a Debtor relating to or arising out of environmental laws of the United States or any state, city or municipality, including, without limitation, a Claim for control group liability under Comprehensive Environmental Response, Compensation, and Liability Act, or any other applicable law.

**1.42. *ERISA*** means the Employee Retirement Income Security Act of 1974, as amended (29 U.S.C. § 1101-1461).

**1.43. *Estate*** means each estate created in the Reorganization Cases pursuant to section 541 of the Bankruptcy Code.

**1.44. *Exculpated Parties*** means, collectively: (a) the Debtors and their directors, officers, employees, agents, members, advisors and professionals (including any attorneys, financial advisors, investment bankers, and other professionals retained by such persons), each solely in their capacity as such, and to the extent such Persons occupied any such positions at any time on or after the Commencement Date; (b) the Creditors' Committee and its members, advisors and professionals (including any attorneys, financial advisors, investment bankers and other professionals retained by such persons), each solely in their capacity as such; (c) the Administrative Agent and its current and former officers, partners, directors, employees, agents, members, shareholders, advisors and professionals (including any attorneys, financial advisors, and other professionals retained by such persons), each solely in their capacity as such; (d) each Lender and its current and former officers, partners, directors, employees, agents, members, shareholders, advisors and professionals (including any attorneys, financial advisors, investment bankers and other professionals retained by such persons), each solely in their capacity as such, but only if such Lender is a Releasing Party; and (e) the Disbursing Agents and their current and former officers, partners, directors, employees, agents, members, shareholders, advisors and professionals (including any attorneys, financial advisors, and other professionals retained by such persons), each solely in their capacity as such.

**1.45. *Existing Common Stock*** means the common stock of JRC, including both outstanding and treasury common stock.

**1.46. *Existing Common Stock Interest*** means, either (a) a share of Existing Common Stock, or (b) an Other Existing Interest.

**1.47. *Existing Credit Agreement*** means that certain Amended and Restated Credit Agreement, dated as of January 25, 2006 (as thereafter amended or otherwise modified and in effect), by and among JRC, as borrower, the other Debtors, as guarantors, JPMorgan Chase

Bank, N.A., as administrative agent and collateral agent, and the lenders that are party thereto, from time to time, together with any ancillary documents and related interest rate hedging arrangements.

**1.48. *Existing Credit Agreement Documents*** means, collectively, (a) the Existing Credit Agreement, and (b) all documents and instruments executed in connection therewith, including, without limitation, the interest hedging agreements.

**1.49. *Existing Revolving Lender*** means any Lender that becomes a party to the Revolving Credit Agreement.

**1.50. *Existing Securities Law Claim*** means any Claim, whether or not the subject of an existing lawsuit, (a) arising from rescission of a purchase or sale of any equity securities of any Debtor or an affiliate of any Debtor, (b) for damages arising from the purchase or sale of any such equity security, (c) for violations of the securities laws, misrepresentations, or any similar Claims, including, to the extent related to the foregoing or otherwise subject to subordination under section 510(b) of the Bankruptcy Code, any attorneys' fees, other charges, or costs incurred on account of the foregoing Claims, or (d) except as otherwise provided for in this Plan, including Section 10.4 hereof, for reimbursement, contribution, or indemnification allowed under section 502 of the Bankruptcy Code on account of any such Claim, including (i) any prepetition indemnification, reimbursement or contribution obligations of the Debtors, pursuant to the Debtors' corporate charters, by-laws, agreements entered into any time prior to the Commencement Date, or otherwise, and relating to Claims otherwise included in the foregoing clauses (a) through (c), held by any officer or director of the Debtor not holding such position as of the Commencement Date, and (ii) Claims based upon allegations that the Debtors made false and misleading statements or engaged in other deceptive acts in connection with the sale of equity securities, or otherwise subject to section 510(b) of the Bankruptcy Code.

**1.51. *Fee Claim*** means a Claim by a Professional Person for compensation, indemnification or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) or 1103(a) of the Bankruptcy Code in connection with the Reorganization Cases.

**1.52. *Final Order*** means an order, ruling or judgment that (a) is in full force and effect, (b) is not stayed, and (c) is no longer subject to review, reversal, modification or amendment, by appeal or writ of certiorari; provided, however, that the possibility that a motion under Rule 50 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Civil Procedure or Bankruptcy Rules, may be filed relating to such order, ruling or judgment shall not cause such order, ruling or judgment not to be a Final Order.

**1.53. *Incremental Unsecured Claim Distribution*** means Cash in an aggregate amount equal to (a) \$2.0 million, divided by (b) the aggregate amount of Allowed Other Unsecured Claims, and multiplied by (c) the aggregate amount of Allowed Trade Unsecured Claims.

**1.54. *Intercompany Claim*** means any Claim (including an Administrative Expense Claim), cause of action, or remedy asserted by a Debtor against another Debtor.

**1.55. *Interest*** means the interest of any holder of an equity security in any Debtor, whether or not represented by any issued and outstanding share of Existing Common Stock, or

other instrument evidencing a present ownership interest in any Debtor, whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire any such interest, including Existing Common Stock.

**1.56.** *JRC* means Journal Register Company, one of the Debtors.

**1.57.** *Lenders* means, collectively and as of relevant time, those lenders that are party to the Existing Credit Agreement and the Administrative Agent.

**1.58.** *Lender Claim* means any Unsecured Lender Deficiency Claim or Secured Lender Claim.

**1.59.** *Lien* has the meaning set forth in section 101(37) of the Bankruptcy Code.

**1.60.** *Management Agreements* means, collectively, those agreements that will be entered into by Reorganized JRC, on the one hand, and certain officers of the Reorganized Debtors, on the other hand, substantially final forms of which are set forth in the Plan Supplement.

**1.61.** *Management Equity Plan* means the management equity participation plan that will be established for certain members of management of the Reorganized Debtors, as more fully described in Article XI, Section 11.1(a) of the Disclosure Statement.

**1.62.** *Material Adverse Change* means a material adverse change in the status of (a) any MEP Unsecured Claim, or (b) any Priority Tax Claim, including the Debtors' ability to pay such Priority Tax Claim over an extended period of time in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, each as measured against the information provided to the Administrative Agent and/or its advisors prior to the Commencement Date.

**1.63.** *MEP Unsecured Claim* means any Claim arising from the prior or future cessation of any one or more of the Debtor's obligation to contribute to any Multiemployer Pension Plan or from the cessation of any other contributing employer's obligation to contribute to any Multiemployer Pension Plan to which any of the Debtors now contributes or previously contributed, including any Claim for pending or potential withdrawal liability made pursuant to ERISA, or from the rejection of any collective bargaining agreement pursuant to section 1113 of the Bankruptcy Code.

**1.64.** *Multiemployer Pension Plans* means, collectively (i) the Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers (as amended or modified), (ii) the Central States Southeast and Southwest Areas Pension Fund (as amended or modified), (iii) the CWA/ITU Negotiated Pension Plan (as amended or modified), (iv) the GCIU Employer Retirement Fund (as amended or modified), (v) the Newspaper Guild International Pension Fund (as amended or modified), and (vi) the Graphic Communications Conference of the International Brotherhood of Teamsters Pension Fund (as amended or modified).

**1.65.** *New Common Stock* means, collectively, the shares of Class A common stock of Reorganized JRC, par value \$0.01, and the shares of Class B common stock of Reorganized

JRC, par value of \$0.01, to be issued by Reorganized JRC in connection with the implementation of, and as authorized by, this Plan.

**1.66. *New Credit Agreements*** means, together, the New Term A Credit Agreement and the New Term B Credit Agreement.

**1.67. *New Revolving Lender*** means any Revolving Lender that is not an Existing Revolving Lender.

**1.68. *New Term A Credit Agreement*** means the secured credit agreement between Reorganized JRC, as borrower, the other Reorganized Debtors, as guarantors, and the Lenders or their nominees, which will provide the New Tranche A Loan Facility in the amount of \$150 million, a substantially final form of which is set forth in the Plan Supplement, which form may be changed with the consent of the Consenting Lenders.

**1.69. *New Term B Credit Agreement*** means the secured credit agreement between Reorganized JRC, as borrower, the other Reorganized Debtors, as guarantors, and the Lenders or their nominees, which will provide the New Tranche B Loan Facility in the amount of \$75 million, a substantially final form of which is set forth in the Plan Supplement, which form may be changed with the consent of the Consenting Lenders.

**1.70. *New Term Loan Facilities*** means, together, the New Tranche A Loan Facility and the New Tranche B Loan Facility.

**1.71. *New Term Loan Facility Obligations*** means those certain obligations of the Reorganized Debtors under the New Credit Agreements.

**1.72. *New Tranche A Loan Facility*** means that certain term loan facility in the amount of \$150 million made available to Reorganized JRC pursuant to the New Term A Credit Agreement.

**1.73. *New Tranche B Loan Facility*** means that certain term loan facility in the amount of \$75 million made available to Reorganized JRC pursuant to the New Term B Credit Agreement.

**1.74. *Non-Consenting Lender*** means a Lender that is not a Consenting Lender.

**1.75. *Non-Debtor Released Party*** means any Released Party that is not a Debtor, or its director, director, officer, employee, agent, member, shareholder, advisor or professional (including any attorneys, financial advisors, investment bankers, and other professionals retained by such persons), each solely in its capacity as such.

**1.76. *Other Existing Interest*** means any Interest in the Debtors other than Existing Common Stock, including, but not limited to, any warrants, options, or rights to receive or purchase shares of Existing Common Stock and any preferred shares authorized to be issued by JRC.

**1.77. *Other Secured Claim*** means any Secured Claim against a Debtor other than a Secured Lender Claim.

**1.78. *Other Unsecured Claim*** means any Unsecured Claim against a Debtor other than a Trade Unsecured Claim or an Unsecured Lender Deficiency Claim, including, for the avoidance of doubt, any MEP Unsecured Claim, any Environmental Claim, and any Claim based on damages arising from the rejection of an executory contract or unexpired lease.

**1.79. *Other Unsecured Claim Distribution*** means the Unsecured Claim Distribution, minus the Trade Plan Distribution.

**1.80. *Person*** means any individual, corporation, partnership, association, multiemployer pension plan, plan trustee, plan administrator, indenture trustee, limited liability company, organization, joint stock company, joint venture, estate, trust, governmental unit or any political subdivision thereof, Interest holder, or any other entity or organization.

**1.81. *Plan*** means this chapter 11 plan of reorganization proposed by the Debtors, including, without limitation, the exhibits and schedules hereto, as the same may be amended or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms hereof.

**1.82. *Plan Consideration*** means, with respect to any Class of Claims entitled to distribution under this Plan, one or more of Cash, shares of New Common Stock, or the Reorganized Debtors' incurrence of the New Term Loan Facility Obligations.

**1.83. *Plan Distribution*** means the payment or distribution under the Plan of the Plan Consideration, which, for the avoidance of doubt, does not include the Trade Account Distribution.

**1.84. *Plan Distribution Agent*** means the entity designated by the Debtors or Reorganized JRC to distribute the Plan Consideration other than the Other Unsecured Claim Distribution.

**1.85. *Plan Documents*** means the New Credit Agreements, the Revolving Credit Agreement, the Registration Rights Agreement, the Revolving Facility Warrant Agreement, the Management Agreements, the Amended Certificates of Incorporation of the Reorganized Debtors and the Amended By-laws of the Reorganized Debtors, and the Post-Emergence Incentive Plan, each in form and substance reasonably satisfactory to the Consenting Lenders, to be executed, delivered, assumed, and/or performed in conjunction with the consummation of this Plan on the Effective Date.

**1.86. *Plan Supplement*** means the supplemental appendix to this Plan, to be filed as soon after the filing of the Plan as reasonably practicable but in no event later than five (5) Business Days prior to the commencement of the Confirmation Hearing, which will contain, among other things, draft forms or signed copies, as the case may be, of the Plan Documents.

**1.87. *Plan Support Agreement*** means the Plan Support Agreement entered into by the Debtors and the Consenting Lenders on or about February 20, 2009.

**1.88. *Post-Emergence Incentive Plan*** means the incentive plan that will be established for certain employees of the Reorganized Debtors, the substantially final form of which is set forth in the Plan Supplement.

**1.89. *Priority Non-Tax Claim*** means any Claim, other than an Administrative Expense Claim, a Fee Claim and a Priority Tax Claim, entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code.

**1.90. *Priority Tax Claim*** means any Claim of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) of the kind entitled to priority in payment under section 507(a)(8) of the Bankruptcy Code.

**1.91. *Professional Person(s)*** means all Persons retained by order of the Bankruptcy Court in connection with the Reorganization Case, pursuant to sections 327, 328, 330 or 1103 of the Bankruptcy Code, excluding any ordinary course professionals retained pursuant to order of the Bankruptcy Court.

**1.92. *Pro Rata Share*** means: (a) with respect 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 all Allowed Claims in its Class; and (b) with respect to any distribution to a Revolving Lender, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Revolving Lender's [Revolving Commitment] (as defined in the Revolving Credit Facility) bears to the aggregate amount of the [Revolving Commitments] as defined in the Revolving Credit Agreement.

**1.93. *Quarterly Distribution Date*** means the last Business Day of the month following the end of each calendar quarter after the Effective Date; provided, however, that: (a) if the Effective Date is within thirty (30) days of the end of a calendar quarter, then the first Quarterly Distribution Date will be the last Business Day of the month following the end of the first calendar quarter after the calendar quarter in which the Effective Date falls; or (b) if the applicable Disbursing Agent determines, in his sole discretion, that there are not sufficient Plan Distributions to be made on such date, then the Quarterly Distribution Date will be on the last Business Day of the month following the end of the next calendar quarter.

**1.94. *Registration Rights Agreement*** means that certain Registration Rights Agreement by and among Reorganized JRC and the holders of New Common Stock and Revolving Facility Warrants, dated as of the Effective Date (as it may be amended or supplemented), a substantially final form of which is set forth in the Plan Supplement.

**1.95. *Released Parties*** means, collectively, (a) the Debtors, and their directors, officers, employees, agents, members, shareholders, advisors and professionals (including any attorneys, financial advisors, investment bankers, and other professionals retained by such persons), each solely in its capacity as such, and to the extent such Persons occupied such positions at any time on or after the Commencement Date; (b) the Creditors' Committee and its members, advisors and professionals (including any attorneys, financial advisors, investment bankers and other professionals retained by such persons), each solely in its capacity as such; (c) the Administrative Agent and its current and former officers, partners, directors, employees, agents,

members, shareholders, advisors and professionals (including any attorneys, financial advisors, and other professionals retained by such persons), each solely in its capacity as such; (d) each Lender and its current and former officers, partners, directors, employees, agents, members, shareholders, advisors and professionals (including any attorneys, financial advisors, investment bankers and other professionals retained by such persons), each solely in its capacity as such, but only if such Lender is a Releasing Party; and (e) the Disbursing Agents and their current and former officers, partners, directors, employees, agents, members, shareholders, advisors and professionals (including any attorneys, financial advisors, and other professionals retained by such persons), each solely in its capacity as such.

**1.96. *Releasing Party*** means: each of, and solely in its capacity as such, (i) the current and former members of the Creditors' Committee, (ii) the Administrative Agent, on behalf of itself, and its successors, assigns and affiliates, (iii) the Consenting Lenders, on behalf of themselves and their successors, assigns, and affiliates, (iv) the Non-Consenting Lenders that have not voted to reject the Plan or who have not checked the box on the applicable Ballot indicating that they opt not to grant the releases provided in the Plan, and (v) the holders of Unsecured Claims that have not voted to reject the Plan or who have not checked the box on the applicable Ballot indicating that they opt not to grant the releases provided in the Plan.

**1.97. *Reorganized JRC*** means JRC on and after the Effective Date.

**1.98. *Reorganization Cases*** means the jointly-administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtors on the Commencement Date in the Bankruptcy Court and styled *In re Journal Register Company, et al.*, No. 09-10769 (ALG) (Jointly Administered).

**1.99. *Reorganized Debtor*** means each Debtor on and after the Effective Date.

**1.100. *Revolving Credit Agreement*** means that certain secured credit agreement by and among Reorganized JRC, as borrower, and the Revolving Lenders, a substantially final form of which is set forth in the Plan Supplement.

**1.101. *Revolving Credit Facility*** means exit financing in the form of a \$25 million, or such lesser amount as the Debtors determine is appropriate given current circumstances, revolving credit facility made available to Reorganized JRC pursuant to the Revolving Credit Agreement.

**1.102. *Revolving Facility Stock*** means up to 20% of the New Common Stock to be issued pursuant to this Plan to the Existing Revolving Lenders, subject to reduction by the issuance of any Revolving Facility Warrants (if any).

**1.103. *Revolving Facility Warrant Agreement*** means that certain Warrant Agreement governing the terms of the Revolving Facility Warrants (if any), a substantially final form of which is set forth in the Plan Supplement.

**1.104. *Revolving Facility Warrants*** means the warrants that may be (subject to the consent of the Consenting Lenders, which consent shall not be unreasonably withheld) issued to the Revolving Lenders that are not the Existing Revolving Lenders to purchase, pursuant to the

terms of the Revolving Facility Warrant Agreement, a number of Warrant Shares (comprising up to 20% of the fully diluted New Common Stock) at an exercise price to be determined by the Debtors with the consent of the Consenting Lenders.

**1.105. *Revolving Lender*** means a lender under the Revolving Credit Agreement.

**1.106. *Schedule of Rejected Contracts and Leases*** means a schedule of the contracts and leases to be rejected pursuant to section 365 of the Bankruptcy Code and Section 10.1 of this Plan, which shall be filed by the Debtors at least ten (10) Business Days prior to the start of the Confirmation Hearing, as such schedule may be amended from time to time on or before the Confirmation Date (with the consent of the Consenting Lenders).

**1.107. *Secured Claim*** means a Claim (a) that is secured by a Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with section 506(a) of the Bankruptcy Code, or (b) to the extent that the holder thereof has a valid right of setoff pursuant to section 553 of the Bankruptcy Code, and limited to the value thereof.

**1.108. *Secured Lender Claim*** means any Secured Claim arising out of or in connection with the Cash Collateral Stipulation and the Existing Credit Agreement Documents, including any Secured Lender Fee Claim.

**1.109. *Secured Lender Fee Claim*** means any Claim for fees, expenses, costs and other charges of the Administrative Agent and the Lenders (including those of their respective counsel and advisors) that are provided for in the Existing Credit Agreement Documents or the Cash Collateral Stipulation, which Claims shall be Allowed on the Effective Date in an aggregate amount that will be disclosed in the Plan Supplement.

**1.110. *Subsidiary*** means any corporation, association or other business entity of which at least the majority of the securities or other ownership interest is owned or controlled by a Debtor and/or one or more subsidiaries of the Debtor.

**1.111. *Trade Account*** means an account established on or prior to the Effective Date by the Administrative Agent for the purposes described in Section 7.2 herein.

**1.112. *Trade Account Distribution*** means, an amount equal to (x) the aggregate amount of Allowed Trade Unsecured Claims, minus (y) the Trade Plan Distribution, minus (z) the aggregate amount of Allowed Trade Unsecured Claims attributed to the holders of Allowed Trade Unsecured Claims that (a) have objected to the confirmation of this Plan, (b) have checked the box on the applicable Ballot indicating that they opt not to grant the releases provided in the Plan, or (c) have otherwise refused to grant releases identical to those set forth in Section 12.7 of the Plan.

**1.113. *Trade Claim Payment*** means payment to a holder of an Allowed Trade Claim in Cash equal to (a) its Pro Rata Share of the Trade Account Distribution, plus (b) its Pro Rata Share of the Trade Plan Distribution.

**1.114. Trade Plan Distribution** means an amount equal to the aggregate Pro Rata Share of the Unsecured Claim Distribution attributed to holders of the Allowed Trade Unsecured Claims.

**1.115. Trade Unsecured Claim** means any Unsecured Claim arising prior to the Commencement Date relating to the receipt of goods or services by the Debtors from trade creditors or service providers in the ordinary course of the Debtors' business.

**1.116. Unsecured Claim** means any Claim other than: (a) an Existing Securities Law Claim; (b) a Secured Claim; (c) an Administrative Expense Claim; (d) a Fee Claim; (e) a Priority Tax Claim; (f) a Priority Non-Tax Claim; (g) a Current Indemnification Claim; (h) an Intercompany Claim; and (i) a Claim on account of any guaranty or similar obligation of any Debtor relating to the foregoing types of Claims.

**1.117. Unsecured Claim Distribution** means Cash in the aggregate amount of (a) \$2.0 million, plus (b) the Incremental Unsecured Claim Distribution, minus (c) the actual fees and expenses of the Unsecured Claim Distribution Agent.

**1.118. Unsecured Claim Distribution Agent** means any entity designated by the Creditors' Committee with the consent of the Debtors, which consent shall not be unreasonably withheld, to distribute the Other Unsecured Claim Distribution.

**1.119. Unsecured Lender Deficiency Claim** means any Claim of a Lender arising out of the Existing Credit Agreement Documents, other than a Secured Lender Claim.

**1.120. U.S. Trustee Fees** means fees arising under 28 U.S.C. § 1930(a)(6) or accrued interest thereon arising under 31 U.S.C. § 3717.

**1.121. Warrant Shares** means the shares of New Common Stock to be issued upon the exercise of the Revolving Facility Warrants (if any).

**B. Interpretation; Application of Definitions and Rules of Construction.**

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in, or exhibit to, this Plan. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein. Any capitalized term used herein that is not defined herein shall have the meaning assigned to that term in the Bankruptcy Code. Except for the rules of construction contained in sections 102(5) of the Bankruptcy Code, which shall not apply, the rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. Any reference in this Plan to a contract, instrument, release, indenture, or other agreement or documents being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, and any reference in this Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. To the extent there is an inconsistency between any of the provisions of this Plan and any of the provisions contained

in the Plan Documents to be entered into as of the Effective Date, the Plan Documents shall control.

**C. *Appendices and Plan Documents.***

All Plan Documents and appendices to the Plan are incorporated into the Plan by reference and are a part of the Plan as if set forth in full herein. Holders of Claims and Interests may inspect a copy of the Plan Documents, once filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, or obtain a copy of the Plan Documents by a written request sent to the following address:

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, New York 10019  
Attention: Marc Abrams, Esq.  
Rachel C. Strickland, Esq.  
Telephone: (212) 728-8000

**ARTICLE II.**

**RESOLUTION OF CERTAIN INTER-CREDITOR AND INTER-DEBTOR ISSUES**

**2.1. *Settlement of Certain Inter-Creditor Issues.***

The treatment of Claims under this Plan represents, among other things, the settlement and compromise of certain potential inter-creditor disputes.

**2.2. *Substantive Consolidation of Debtors for Purposes of Voting, Confirmation and Distribution.***

(a) This Plan provides for substantive consolidation of the Debtors' Estates, but solely for purposes of voting, confirmation, and making distributions to the holders of Allowed Claims under this Plan. On the Effective Date, and solely for purposes of voting, confirmation, and making distributions to the holders of Allowed Claims under this Plan: (a) all guarantees of any Debtor of the payment, performance or collection of another Debtor with respect to Claims against such Debtor shall be eliminated and cancelled; (b) any single obligation of multiple Debtors shall be treated as a single obligation in the consolidated Reorganization Cases; and (c) all guarantees by a Debtor with respect to Claims against one or more of the other Debtors shall be treated as a single obligation in the consolidated Reorganization Cases. On the Effective Date, and in accordance with the terms of this Plan and the consolidation of the assets and liabilities of the Debtors, all Claims based upon guarantees of collection, payment, or performance made by a Debtor as to the obligation of another Debtor shall be released and of no further force and effect. Except as set forth in this Section 2.2, such substantive consolidation shall not affect (a) the legal and corporate structure of the Reorganized Debtors, or (b) any obligations under any leases or contracts assumed in this Plan or otherwise after the Commencement Date.

(b) Notwithstanding anything to the contrary herein, on or after the Effective

Date, any and all Intercompany Claims will be adjusted (including by contribution, distribution in exchange for new debt or equity, or otherwise), paid, continued, or discharged to the extent reasonably determined appropriate by the Reorganized Debtors. Any such transaction may be effected on or subsequent to the Effective Date without any further action by the Bankruptcy Court or by the stockholders of any of the Reorganized Debtors.

(c) Notwithstanding the substantive consolidation of the Estates for the purposes set forth in Section 2.2(a) herein, each Reorganized Debtor shall pay all U.S. Trustee Fee Claims on all disbursements, including Plan Distributions and disbursements in and outside of the ordinary course of business, until the entry of a Final Decree in its Reorganization Case, dismissal of its Reorganization Case, or conversion of its Reorganization Case to a case under chapter 7 of the Bankruptcy Code.

**2.3. *No Plan Distributions to Equity Interests.***

No Plan Distributions shall be made on account of any Interests in any Debtor regardless of whether such Interests are held by a Person which is not a Debtor; provided, however, that any Debtor that owns Interests in another Debtor shall retain such Interests.

**ARTICLE III.**

**ADMINISTRATIVE EXPENSE CLAIMS,  
FEE CLAIMS, U.S. TRUSTEE FEES AND PRIORITY TAX CLAIMS**

All Claims and Interests, except Administrative Expense Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims, are placed in the Classes set forth in Article IV below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Fee Claims, U.S. Trustee Fees and Priority Tax Claims of the Debtors have not been classified, and the holders thereof are not entitled to vote on this Plan. A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes.

**3.1. *Administrative Expense Claims.***

(a) Time for Filing Administrative Expense Claims.

The holder of an Administrative Expense Claim, other than the holder of:

- (i) a Fee Claim;
- (ii) an Administrative Expense Claim that has been Allowed on or before the Effective Date;
- (iii) an Administrative Expense Claim for an expense or liability incurred and payable in the ordinary course of business by a Debtor;
- (iv) an Administrative Expense Claim on account of fees and expenses

incurred on or after the Commencement Date by ordinary course professionals retained by the Debtors pursuant to an order of the Bankruptcy Court;

- (v) an Administrative Expense Claim held by a current officer, director or employee of the Debtors for indemnification, contribution, or advancement of expenses pursuant to (A) any Debtor's certificate of incorporation, by-laws, or similar organizational document or (B) any indemnification or contribution agreement approved by the Bankruptcy Court;
- (vi) an Administrative Expense Claim arising, in the ordinary course of business, out of the employment by one or more Debtors of an individual from and after the Commencement Date, but only to the extent that such Administrative Expense Claim is solely for outstanding wages, commissions, accrued benefits, or reimbursement of business expenses; and
- (vii) U.S. Trustee Fees,

must file with the Bankruptcy Court and serve on the Debtors, the Claims Agent, the Creditors' Committee and the Office of the United States Trustee, proof of such Administrative Expense Claim **within thirty (30) days after the Effective Date** (the "**Administrative Bar Date**"). Such proof of Administrative Expense Claim must include at a minimum (i) the name of each Debtor that is purported to be liable for the Administrative Expense Claim, (ii) the name of the holder of the Administrative Expense Claim, (iii) the amount of the Administrative Expense Claim, (iv) the basis of the Administrative Expense Claim, and (v) supporting documentation for the Administrative Expense Claim. **FAILURE TO FILE AND SERVE SUCH PROOF OF ADMINISTRATIVE EXPENSE CLAIM TIMELY AND PROPERLY SHALL RESULT IN THE ADMINISTRATIVE EXPENSE CLAIM BEING FOREVER BARRED AND DISCHARGED.**

(b) Treatment of Administrative Expense Claims.

Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to a different treatment, on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Business Day after the date that is thirty (30) calendar days after the date an Administrative Expense Claim becomes an Allowed Claim, the holder of such Allowed Administrative Expense Claim shall receive Cash in an amount equal to such Allowed Claim; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors, as debtors in possession, shall be paid by the Debtors or the Reorganized Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to, such transactions.

### **3.2. Fee Claims.**

#### **(a) Time for Filing Fee Claims.**

Any Professional Person seeking allowance by the Bankruptcy Court of a Fee Claim shall file its respective final application for allowance of compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date no later than forty-five (45) days after the Effective Date. **FAILURE TO FILE AND SERVE SUCH FEE APPLICATION TIMELY AND PROPERLY SHALL RESULT IN THE FEE CLAIM BEING FOREVER BARRED AND DISCHARGED.**

Objections to Fee Claims, if any, must be filed and served pursuant to the procedures set forth in the Confirmation Order no later than sixty-five (65) days after the Effective Date or such other date as established by the Bankruptcy Court.

#### **(b) Treatment of Fee Claims.**

A Fee Claim in respect of which a final fee application has been properly filed and served pursuant to Section 3.2(a) shall be payable by the Reorganized Debtors to the extent approved by a Final Order of the Bankruptcy Court. On or prior to the Effective Date, each holder of a Fee Claim shall submit to the Debtors and the Creditors' Committee estimates of any Fee Claims that may reasonably accrue prior to the Effective Date that have not been included in a monthly fee statement or interim fee application submitted by such Professional (collectively, the "**Estimated Fee Claims**"). On the Effective Date, the Debtors or Reorganized Debtors shall reserve and hold in a segregated account Cash in an amount equal to the unpaid Estimated Fee Claims as of the Effective Date, which Cash shall be disbursed solely to the holders of Allowed Fee Claims with the remainder to be reserved until all Allowed Fee Claims have been paid in full or all remaining Fee Claims have been Disallowed by Final Order, at which time any remaining Cash in the segregated account shall become the sole and exclusive property of the Reorganized Debtors.

### **3.3. U.S. Trustee Fees.**

On the Effective Date or as soon as practicable thereafter, the Debtors or Reorganized Debtors shall pay all U.S. Trustee Fees.

### **3.4. Priority Tax Claims.**

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive, in the Reorganized Debtors' discretion and with the consent of the Consenting Lenders, either (a) on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Business Day after the date that is thirty (30) calendar days after the date a Priority Tax Claim becomes an Allowed Claim, Cash in an amount equal to such Claim, or (b) deferred Cash payments following the Effective Date, over a period ending not later than five (5) years after the Commencement Date, in an aggregate amount equal to the Allowed amount of such Priority Tax Claim (with any interest to which the holder of such Priority Tax Claim may be entitled to be calculated in accordance with section 511 of the Bankruptcy Code); provided, however, that all

Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall be paid in the ordinary course of business as they become due.

**ARTICLE IV.**

**CLASSIFICATION OF CLAIMS AND INTERESTS**

**4.1. *Classification of Claims and Interests.***

The following table designates the Classes of Claims against and Interests in the Debtors, and specifies which Classes are (a) impaired or unimpaired by this Plan, (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, or (c) deemed to accept or reject this Plan.

<u>Class</u>	<u>Designation</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Priority Non-Tax Claims	No	No (Deemed to accept)
Class 2	Secured Lender Claims	Yes	Yes
Class 3	Other Secured Claims	No	No (Deemed to accept)
Class 4	Unsecured Claims	Yes	Yes
Class 5	Existing Common Stock Interests	Yes	No (Deemed to reject)
Class 6	Existing Securities Laws Claims	Yes	No (Deemed to reject)

**4.2. *Unimpaired Classes of Claims.***

The following Classes of Claims are unimpaired and, therefore, deemed to have accepted this Plan and are not entitled to vote on this Plan under section 1126(f) of the Bankruptcy Code.

- (a) Class 1: Class 1 consists of all Priority Non-Tax Claims.
- (b) Class 3: Class 3 consists of all Other Secured Claims.

**4.3. *Impaired Classes of Claims and Interests.***

(a) The following Classes of Claims are impaired and entitled to vote on this Plan:

- (i) Class 2: Class 2 consists of all Secured Lender Claims.
- (ii) Class 4: Class 4 consists of all Unsecured Claims.

(b) The following Classes of Claims and Interests are impaired and deemed to have rejected this Plan and, therefore, are not entitled to vote on this Plan under section 1126(g) of the Bankruptcy Code:

- (i) Class 5: Class 5 consists of all Existing Common Stock Interests.
- (ii) Class 6: Class 6 consists of all Existing Securities Laws Claims.

**4.4. *Separate Classification of Other Secured Claims.***

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature, each Other Secured Claim, to the extent secured by a Lien on Collateral different than that securing any other Other Secured Claims, shall be treated as being in a separate sub-Class for the purpose of receiving Plan Distributions.

**ARTICLE V.**

**TREATMENT OF CLAIMS AND INTERESTS**

**5.1. *Priority Non-Tax Claims (Class 1).***

(a) Treatment: The legal, equitable and contractual rights of the holders of Class 1 Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment, on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Quarterly Distribution Date after the date a Priority Non-Tax Claim becomes an Allowed Claim, the holder of such Allowed Priority Non-Tax Claim shall receive Cash in an amount equal to such Claim.

(b) Voting: In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Priority Non-Tax Claims are conclusively presumed to accept this Plan and the votes of such holders will not be solicited with respect to such Allowed Priority Non-Tax Claims.

**5.2. *Secured Lender Claims (Class 2).***

(a) Allowance: On the Effective Date, the Secured Lender Claims shall be deemed Allowed in the aggregate amount of (i) \$692,309,133.51 plus (ii) the aggregate amount of the Secured Lender Fee Claims.

(b) Treatment: Except to the extent that a holder of a Secured Lender Claim agrees to different treatment, the following treatment shall constitute full and final satisfaction of each Secured Lender Claim:

- (i) payment in Cash of its Pro Rata Share of (A) the Secured Lender Fee Claims; and (B) the Trade Account Distribution which will be deposited into the Trade Account for the purposes described in Section 7.2 of the Plan;
- (ii) receipt of its Pro Rata Share, and the assumption by the Reorganized Debtors, of the New Term Loan Facility Obligations; and
- (iii) receipt of its Pro Rata Share of 100% of the New Common Stock (consisting either of Class A Common Stock or Class B Common Stock, in each such holder's sole discretion), subject to dilution only by: (A) the options to purchase the New Common Stock that may be issued to the Reorganized Debtors' post-Effective Date directors,

officers and employees; (B) the Revolving Facility Stock; and (C) any Warrant Shares issued upon the exercise of the Revolving Facility Warrants (if any).

(c) Voting: The Secured Lender Claims are impaired Claims, and holders of such Claims are entitled to vote to accept or reject the Plan.

### **5.3. *Other Secured Claims (Class 3).***

(a) Treatment: The legal, equitable and contractual rights of the holders of Class 3 Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Secured Claim agrees to less favorable treatment, on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Quarterly Distribution Date after the date an Other Secured Claim becomes an Allowed Claim, each holder of such Allowed Other Secured Claim shall receive, at the election of the Reorganized Debtors (with the consent of the Consenting Lenders): (i) Cash in an amount equal to such Allowed Claim; or (ii) such other treatment that will render the Other Secured Claim unimpaired pursuant to section 1124 of the Bankruptcy Code; provided, however, that Class 3 Claims incurred by a Debtor in the ordinary course of business may be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto, in the discretion of the applicable Debtor or Reorganized Debtor and with the consent of the Consenting Lenders, without further notice to or order of the Bankruptcy Court. Each holder of an Allowed Other Secured Claim shall retain the Liens securing its Allowed Other Secured Claim as of the Effective Date until full and final payment of such Allowed Other Secured Claim is made as provided herein. On the full payment or other satisfaction of such Claims in accordance with the Plan, the Liens securing such Allowed Other Secured Claim shall be deemed released, terminated and extinguished, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person.

(b) Voting: In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Secured Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject the Plan.

### **5.4. *Unsecured Claims (Class 4).***

(a) Treatment: Except to the extent that a holder of an Allowed Unsecured Claim agrees to different treatment, the holder of an Allowed Unsecured Claim shall receive payment in Cash of its Pro Rata Share of the Unsecured Claim Distribution in full and final satisfaction of such Allowed Unsecured Claim.

(b) Unsecured Lender Deficiency Claims: If the Class of Secured Lender Claims votes to accept the Plan, each holder of an Unsecured Lender Deficiency Claim will be deemed to have waived any and all rights to receive a Plan Distribution on account of such Unsecured Lender Deficiency Claim.

(c) Voting: The Unsecured Claims are impaired Claims, and holders of such Claims are entitled to vote to accept or reject the Plan.

**5.5. Existing Common Stock Interests (Class 5).**

(a) Treatment: Existing Common Stock shall be cancelled and holders of Existing Common Stock Interests shall not be entitled to any distribution under the Plan.

(b) Voting: In accordance with section 1126(g) of the Bankruptcy Code, the holders of Existing Common Stock Interests are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject the Plan.

**5.6. Existing Securities Laws Claims (Class 6).**

(a) Treatment: Holders of Existing Securities Laws Claims shall not receive or retain any distribution under the Plan on account of such Existing Securities Laws Claims.

(b) Voting: In accordance with section 1126(g) of the Bankruptcy Code, the holders of Existing Securities Laws Claims are conclusively presumed to reject this Plan and are not entitled to vote to accept or reject the Plan.

**ARTICLE VI.**

**ACCEPTANCE OR REJECTION OF  
THE PLAN; EFFECT OF REJECTION BY ONE  
OR MORE CLASSES OF CLAIMS OR EQUITY INTERESTS**

**6.1. 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 of the Allowed Claims in such Class, and more than one-half (1/2) in number of holders of such Claims that have voted on the Plan.

**6.2. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code or “Cramdown”.**

Because certain Classes are deemed to have rejected this Plan, the Debtors will request confirmation of this Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The Debtors reserve the right (with the consent of the Consenting Lenders) to alter, amend, modify, revoke or withdraw this Plan or any Plan Document in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

**6.3. Elimination of Vacant Classes.**

Any Class of Claims or Interests that does not have a holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

**6.4. *Voting Classes.***

If a Class contains Claims or Interests eligible to vote and no holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such Claims or Interests in such Class.

**6.5. *Confirmation of All Cases.***

Except as otherwise specified herein, the Plan shall not be deemed to have been confirmed unless and until the Plan has been confirmed as to each of the Debtors; provided, however, that the Debtors, in their sole discretion and with the consent of the Consenting Lenders and the Creditors' Committee, may at any time waive this Section 6.5.

**ARTICLE VII.**

**MEANS FOR IMPLEMENTATION**

**7.1. *Distribution of the Unsecured Claim Distribution.***

The Unsecured Claim Distribution Agent, in consultation with the Creditors' Committee, shall develop procedures for the distribution of the Other Unsecured Claim Distribution to holders of Allowed Other Unsecured Claims, on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Quarterly Distribution Date after the date an Other Unsecured Claim becomes an Allowed Claim. For ease of administration, the remainder of the Unsecured Claim Distribution (i.e., the Trade Plan Distribution) shall be distributed pursuant to Section 7.2 hereof.

**7.2. *Payment of Trade Unsecured Claims.***

On or before the Effective Date, the Plan Distribution Agent will establish, for the benefit of the holders of the Allowed Trade Unsecured Claims, the Trade Account, which will be funded, on the Effective Date in Cash with (i) the Trade Account Distribution and (ii) the Trade Plan Distribution. Each holder of an Allowed Trade Unsecured Claim shall receive from the Trade Account: (i) a Trade Claim Payment, on the later of (A) the Effective Date or as soon as practicable thereafter, (B) as soon as practicable after the date a Trade Unsecured Claim becomes an Allowed Claim, and (C) the date such Claim becomes due and payable in the ordinary course of the Debtors' or Reorganized Debtors' business, as applicable; or (ii) on such other terms and conditions as may be agreed between the holder of such Allowed Trade Unsecured Claim, on the one hand, and the Reorganized Debtors and the Administrative Agent, on the other hand. For the avoidance of doubt, as of the Effective Date, the funds in the Trade Account shall not constitute property of the Debtors or the Reorganized Debtors. All Trade Claim Payments shall be made by the Plan Distribution Agent to the appropriate holders of such Claims, free and clear of all Liens, claims and encumbrances. After all Trade Claim Payments have been distributed (i) the undistributed portion of the Trade Account Distribution, if any, shall become the sole and exclusive property of the Administrative Agent (on behalf of the Lenders), and (ii) the undistributed portion of the Trade Plan Distribution, if any, shall become the sole and exclusive property of the Reorganized Debtors.

**7.3. *Continued Corporate Existence and Vesting of Assets in Reorganized Debtors.***

(a) Except as otherwise provided in this Plan, the Debtors shall continue to exist after the Effective Date as Reorganized Debtors, for the purposes of satisfying their obligations under the Plan and the continuation of their businesses. On or after the Effective Date, each Reorganized Debtor, in its sole and exclusive discretion, may take such action as permitted by applicable law and such Reorganized Debtor's organizational documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, but not limited to, causing (a) a Reorganized Debtor to be merged into another Reorganized Debtor, or its Subsidiary and/or affiliate, (b) a Reorganized Debtor to be dissolved, (c) the legal name of a Reorganized Debtor to be changed, or (d) the closure of a Reorganized Debtor's case on the Effective Date or any time thereafter.

(b) Except as otherwise provided in this Plan (including without limitation, Section 12.7(a) herein), on and after the Effective Date, all property of the Estates of the Debtors, including all claims, rights and causes of action and any property acquired by the Debtors under or in connection with this Plan, shall vest in each respective Reorganized Debtor free and clear of all claims, Liens, charges, other encumbrances and Interests. Subject to Section 7.3(a) hereof, on and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of property and prosecute, compromise or settle any Claims (including any Administrative Expense Claims) and causes of action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for Professional Persons' fees, disbursements, expenses or related support services without application to the Bankruptcy Court.

(c) Upon the Effective Date or as soon thereafter as is practicable, the Administrative Agent shall release the funds in the Disbursement Account to the Reorganized Debtors, free and clear of all claims, Liens, charges and other encumbrances and Interests.

**7.4. *Cancellation of Existing Securities and Agreements.***

Except for the purpose of evidencing a right to distribution under this Plan, or with respect to an Existing Common Stock Interest other than the Existing Common Stock, and except as otherwise set forth herein, on the Effective Date all agreements, instruments, and other documents evidencing any Claim or any Existing Common Stock Interest, other than an Interest in a Subsidiary of JRC, and any rights of any holder in respect thereof, shall be deemed cancelled, discharged and of no force or effect.

**7.5. *Cancellation of Certain Existing Security Interests.***

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to the Debtors or Reorganized Debtors (as applicable) any termination statements, instruments of satisfactions, or releases of all security interests with respect to its Allowed Other Secured Claim

that may be reasonably required in order to terminate any related financing statements, mortgages, mechanic's liens, or *lis pendens*.

**7.6. Officers and Boards of Directors.**

(a) On the Effective Date, the boards of directors of the Reorganized Debtors shall consist of those individuals set forth in the Plan Supplement. The members of the board of directors of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date. Following the occurrence of the Effective Date, the board of directors of each Reorganized Debtor may be replaced by such individuals as are selected in accordance with the organizational documents of such Reorganized Debtor.

(b) On the Effective Date, the officers of the Reorganized Debtors shall consist of those individuals identified on Exhibit I hereto. The compensation arrangement for any insider of the Debtors that shall be an officer of a Reorganized Debtor is set forth on Exhibit I hereto.

**7.7. Management Agreements, Management Equity Plan and Post-Emergence Incentive Plan.**

(a) On the Effective Date, Reorganized JRC shall execute the Management Agreements, the substantially final forms of which are set forth in the Plan Supplement, which forms may be changed with the consent of the Consenting Lenders.

(b) The board of directors of Reorganized JRC shall adopt the Management Equity Plan, on substantially the same terms set forth in Article XI, Section 11.1(b) of the Disclosure Statement.

(c) On the Effective Date, Reorganized JRC shall make distributions pursuant to the Post-Emergence Incentive Plan, the substantially final form of which is set forth in the Plan Supplement.

**7.8. Corporate Action.**

(a) On the Effective Date, the certificate of incorporation and by-laws of each Debtor shall be amended and restated in substantially the forms set forth in the Plan Supplement.

(b) Any action under the Plan to be taken by or required of the Debtors or the Reorganized Debtors, including, without limitation, the adoption or amendment of certificates of incorporation and by-laws or the issuance of securities and instruments, shall be authorized and approved in all respects, without any requirement of further action by any of the Debtors' or Reorganized Debtors' boards of directors, as applicable.

(c) The Debtors and the Reorganized Debtors shall be authorized to execute, deliver, file, and record such documents (including the Plan Documents), contracts, instruments, releases and other agreements and take such other action as may be necessary to effectuate and further evidence the terms and conditions of the Plan, without the necessity of any further Court,

corporate, board or shareholder approval or action. In addition, the selection of the persons who will serve as the initial directors and officers of the Reorganized Debtors as of the Effective Date shall be deemed to have occurred and be effective on and after the Effective Date without any requirement of further action by the board of directors or stockholders of the applicable Reorganized Debtor.

**7.9. Authorization, Issuance and Delivery of New Common Stock.**

(a) On the Effective Date, Reorganized JRC is authorized to issue or cause to be issued the New Common Stock in accordance with the terms of this Plan and the Amended Certificate, without the need for any further corporate or shareholder action. Certificates of New Common Stock (including Warrant Shares, if any) shall bear a legend restricting the sale, transfer, assignment or other disposal of such shares, which restrictions are more fully set forth in the Amended Certificate.

(b) On the Effective Date, Reorganized JRC shall issue and cause to be delivered the New Common Stock (other than the Warrant Shares, if any) to the Administrative Agent for distribution in accordance with the terms of the Plan, including the Revolving Facility Stock for distribution to each Existing Revolving Lender, if any.

(c) On the Effective Date, each New Revolving Lender may, if authorized by the Consenting Lenders, receive its Pro Rata Share of the Revolving Facility Warrants.

(d) Upon receipt of its Pro Rata Share of the New Common Stock (and Revolving Facility Stock, if applicable) under the Plan, each Lender shall be deemed to have executed, as of the Effective Date, the Registration Rights Agreement. If the New Revolving Lenders receive any Revolving Facility Warrants on the Effective Date, each such New Revolving Lender shall be deemed, as of such date, to have executed the Registration Rights Agreement.

**ARTICLE VIII.**

**DISTRIBUTIONS**

**8.1. Distributions.**

The applicable Disbursing Agent shall make all Plan Distributions to the appropriate holders of Allowed Claims, free and clear of all Liens, claims and encumbrances; provided, however, that all Plan Consideration distributable to the Lenders on account of the Secured Lender Claims shall be made to the Administrative Agent for further distribution to the Lenders.

**8.2. No Postpetition Interest on Claims.**

Unless otherwise specifically provided for in the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Commencement Date.

**8.3. *Date of Distributions.***

Unless otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the Effective Date or as soon thereafter as is practicable, provided that the Reorganized Debtors may utilize periodic distribution dates to the extent appropriate. In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

**8.4. *Distribution Record Date.***

As of the close of business on the applicable Distribution Record Date, the various lists of holders of Claims in each of the Classes, as maintained by the Debtors, the Administrative Agent, or their respective agents, shall be deemed closed and there shall be no further changes in the record holders of any of the Claims. The Debtors shall have no obligation to recognize any transfer of Claims occurring after the close of business on the applicable Distribution Record Date. Additionally, with respect to payment of any Cure Amounts or any Cure Disputes in connection with the assumption and/or assignment of the Debtors' executory contracts and leases, the Debtors shall have no obligation to recognize or deal with any party other than the non-Debtor party to the underlying executory contract or lease, even if such non-Debtor party has sold, assigned or otherwise transferred its Claim for a Cure Amount.

**8.5. *Disbursing Agent.***

All distributions under this Plan shall be made by the Reorganized Debtors or the applicable Disbursing Agent on and after the Effective Date as provided herein. A Reorganized Debtor acting as Disbursing Agent shall 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. If a Disbursing Agent is not one of the Reorganized Debtors, such entity shall obtain a bond or surety for the performance of its duties, and all costs and expenses of procuring any such bond or surety shall be borne by the Debtors or Reorganized Debtors. Furthermore, such entity shall notify the Bankruptcy Court and the U.S. Trustee in writing before terminating any such bond that is obtained.

**8.6. *Delivery of Distribution.***

On or as promptly as practicable after the Effective Date, the applicable Disbursing Agent will issue, or cause to be issued, and authenticate, as applicable, the applicable Plan Consideration, and subject to Bankruptcy Rule 9010, except as provided in Section 8.1 of the Plan, make all distributions or payments to any holder of an Allowed Claim at (a) the address of such holder on the books and records of the Debtors or their agents, or (b) at the address in any written notice of address change delivered to the Debtors or the applicable Disbursing Agent, including any addresses included on any filed proofs of Claim. In the event that any distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the applicable 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 shall be made to such holder without interest, provided, however, such distributions or payments shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of the later of one year from (a) the Effective Date and (b) the date such holder's Claim is Allowed.

**8.7. *Unclaimed Property.***

One year from the later of (a) the Effective Date, and (b) the date a Claim is first Allowed, all unclaimed property or interests in property shall revert to the applicable Reorganized Debtor, and the Claim of any other holder to such property or interest in property shall be discharged and forever barred; provided, however, that any unclaimed portion of the Other Unsecured Claim Distribution shall not constitute property of either the Debtors or the Reorganized Debtors, and shall be distributed by the Unsecured Claim Distribution Agent to holders of Allowed Other Unsecured Claims in accordance with this Plan. The Reorganized Debtors and the Disbursing Agents shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records, or proofs of Claim filed against the Debtors.

**8.8. *Satisfaction of Claims.***

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims hereunder shall be in complete settlement, satisfaction and discharge of such Allowed Claims.

**8.9. *Manner of Payment Under Plan.***

Except as specifically provided herein, at the option of the Debtors or Reorganized Debtors (as applicable), any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors.

**8.10. *Fractional Shares.***

No fractional shares of New Common Stock shall be distributed. When any distribution would otherwise result in the issuance of a number of shares of New Common Stock that is not a whole number, the shares of the New Common Stock subject to such distribution will be rounded to the next higher or lower whole number as follows: (a) fractions equal to or greater than  $\frac{1}{2}$  will be rounded to the next higher whole number; and (b) fractions less than  $\frac{1}{2}$  will be rounded to the next lower whole number. The total number of shares of New Common Stock to be distributed on account of Allowed Claims will be adjusted as necessary to account for the rounding provided for in the Plan. No consideration will be provided in lieu of fractional shares that are rounded down. Neither the Reorganized Debtors nor the Disbursing Agents shall have any obligation to make a distribution that is less than one (1) share of New Common Stock or \$10.00 in Cash. Fractional shares of New Common Stock that are not distributed in accordance with this Section 8.10 shall be returned to the Reorganized JRC and cancelled.

**8.11. *No Distribution in Excess of Amount of Allowed Claim.***

Notwithstanding anything to the contrary herein, no holder of an Allowed Claim shall, on account of such Allowed Claim, receive a Plan Distribution (of a value set forth herein) in excess of the Allowed amount of such Claim plus postpetition interest on such Claim, to the extent provided in Section 8.2 herein.

**8.12. *Exemption from Securities Laws.***

The issuance of the New Common Stock (excluding any Warrant Shares) pursuant to this Plan shall be exempt from registration pursuant to section 1145 of the Bankruptcy Code to the maximum extent permitted thereunder, and subject to the transfer restrictions contained in the Amended Certificate, such New Common Stock (other than Warrant Shares, if any) may be resold by the holders thereof without restriction, except to the extent that any such holder is deemed to be an “underwriter” as defined in section 1145(b)(1) of the Bankruptcy Code. The availability of the exemption under section 1145 of the Bankruptcy Code or any other applicable U.S. federal securities laws shall not be a condition to occurrence of the Effective Date of the Plan.

The initial offer and sale of the Revolving Facility Warrants, if any, to the New Revolving Lenders pursuant to this Plan (and the issuance of the Warrant Shares upon exercise of such Revolving Facility Warrants) will be exempt from the registration requirements of Section 5 of the Securities Act, as amended, by virtue of the “private placement exemption” provided by Section 4(2) of the Securities Act and Regulation D promulgated thereunder. Such Revolving Facility Warrants and the Warrant Shares will constitute “restricted securities” and thus may only be resold pursuant to a registration statement declared effective under Section 5 of the Securities Act, as amended, or pursuant to an exemption from such registration requirement.

**8.13. *Setoffs and Recoupments.***

Each Reorganized Debtor, or such entity’s designee as instructed by such Reorganized Debtor, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim (other than an Allowed Claim held by a Lender), and the distributions to be made pursuant to this Plan on account of such Allowed Claim (other than an Allowed Claim held by a Lender), any and all claims, rights and Causes of Action that a Reorganized Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date; provided, however, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights and Causes of Action that a Reorganized Debtor or its successor may possess against such holder.

**8.14. *Rights and Powers of Disbursing Agents.***

Powers of the Disbursing Agents. The Disbursing Agents shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan, (ii) make all applicable distributions or payments contemplated hereby, (iii) employ professionals to represent it with respect to its responsibilities, and (iv) exercise such other powers as may be vested in the Disbursing Agents by order of the

Bankruptcy Court (including any order issued after the Effective Date), pursuant to this Plan, or as deemed by the Disbursing Agents to be necessary and proper to implement the provisions hereof.

**8.15. *Expenses Incurred by Disbursing Agents.***

(a) Expenses Incurred By the Plan Distribution Agent. Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable fees and expenses incurred by the Plan Distribution Agent, on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement claims (including, without limitation, reasonable attorney and other professional fees and expenses) made by the Plan Distribution Agent shall be paid in Cash by the Reorganized Debtors.

(b) Expenses Incurred By the Unsecured Claim Distribution Agent. The amount of any reasonable costs, fees and expenses incurred by the Unsecured Claim Distribution Agent shall be paid in Cash from the Unsecured Claim Distribution.

**8.16. *Withholding and Reporting Requirements.***

In connection with this Plan and all distributions thereunder, the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all Plan Distributions and Trade Claim Payments hereunder shall be subject to any such withholding and reporting requirements. The Reorganized Debtors shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of any Plan Distribution to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms the Debtors, Reorganized Debtors or the applicable Disbursing Agent believe are reasonable and appropriate, including requiring a holder of a Claim to submit appropriate tax and withholding certifications. Notwithstanding any other provision of this Plan, (a) each holder of an Allowed Claim that is to receive a distribution under this Plan shall have 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, and (b) no Plan Distributions shall be required to be made to or on behalf of such holder pursuant to this Plan unless and until such holder has made arrangements satisfactory to the Reorganized Debtors for the payment and satisfaction of such tax obligations or has, to the Reorganized Debtors' satisfaction, established an exemption therefrom.

**8.17. *Cooperation with Disbursing Agents.***

The Reorganized Debtors shall use all commercially reasonable efforts to provide the Disbursing Agents with the amount of Claims and the identity and addresses of holders of Claims, in each case, as set forth in the Debtors' and/or Reorganized Debtors' books and records. The Reorganized Debtors will cooperate in good faith with the Disbursing Agents to comply with the reporting and withholding requirements outlined in Section 8.16 hereof.

**8.18. *Hart-Scott Rodino Antitrust Improvements Act.***

Any New Common Stock to be distributed under the Plan to an entity required to file a Premerger Notification and Report Form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall not be distributed until the notification and waiting periods applicable under such Act to such entity shall have expired or been terminated. In the event any applicable notification and waiting periods do not expire without objection, the Debtors or their agent shall, in their sole discretion, be entitled to sell such entity's shares of New Common Stock that were to be distributed under the Plan to such entity, and thereafter shall distribute the proceeds of the sale to such entity.

**ARTICLE IX.**

**PROCEDURES FOR RESOLVING CLAIMS**

**9.1. *Objections to Claims.***

Other than with respect to Fee Claims, only the Reorganized Debtors shall be entitled to object to Claims after the Effective Date. Any objections to those Claims (other than Administrative Expense Claims) that have been filed on or before the Confirmation Date, shall be served and filed on or before the later of: (a) thirty (30) days after the Effective Date; or (b) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (a) hereof. Any Claims filed after the Bar Date or Administrative Bar Date, as applicable, shall be deemed disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Debtors or the Reorganized Debtors, unless the Person or entity wishing to file such untimely Claim has received prior Bankruptcy Court authority to do so. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (b) by first class mail, postage prepaid, on the signatory on the proof of claim as well as all other representatives identified in the proof of claim or any attachment thereto; or (c) by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Reorganization Cases (so long as such appearance has not been subsequently withdrawn). From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without approval of the Bankruptcy Court. Within 15 days of the end of each calendar quarter, an authorized representative of the Reorganized Debtors shall provide the applicable Disbursing Agent with, and file with the Bankruptcy Court, a written report identifying all Disputed Claims that have been settled and become Allowed Claims during the preceding quarter. Such report will identify the Claim with specificity, the amount of the Disputed Claim as asserted and the amount of the Claim as Allowed. Upon request of the applicable Disbursing Agent, the Reorganized Debtors shall provide documentation, if any, supporting the settlement.

## **9.2. *Disputed Claims.***

### **(a) No Distributions or Payments Pending Allowance.**

Except as provided in this Section 9.2, Disputed Claims shall not be entitled to any Plan Distributions unless and until such Claims become Allowed Claims.

### **(b) Plan Distributions to Holders of Subsequently Allowed Claims.**

Except with respect to Other Unsecured Claims, on each Quarterly Distribution Date (or such earlier date as determined by the Reorganized Debtors or the Plan Distribution Agent in their sole discretion but subject to Section 9.2 of this Plan), the Plan Distribution Agent will make distributions or payments (i) on account of any Disputed Claim that has become an Allowed Claim during the preceding calendar quarter, and (ii) on account of previously Allowed Claims of property that would have been distributed or paid to the holders of such Claims on the dates distributions previously were made to holders of Allowed Claims in such Class had the Disputed Claims that have become Allowed Claims been Allowed on such dates. The Plan Distribution Agent shall distribute in respect of such newly Allowed Claims the Plan Consideration as to which holders of such Claims would have been entitled under this Plan if such newly Allowed Claims were fully or partially Allowed, as the case may be, on the Effective Date, less direct and actual expenses, fees, or other direct costs of maintaining Plan Consideration on account of such Disputed Claims. Plan Distributions made on account of Disputed Other Unsecured Claims that subsequently become Allowed Claims shall be made in accordance with the procedures established by the Unsecured Claim Distribution Agent.

### **(c) Distribution of Reserved Plan Consideration Upon Disallowance.**

To the extent any Disputed Claim, other than a Disputed Other Unsecured Claim, has become Disallowed in full or in part (in accordance with the procedures set forth in the Plan), any Plan Consideration held by the Reorganized Debtors on account of, or to pay, such Disputed Claim shall become the sole and exclusive property of the Reorganized Debtors. To the extent a Disputed Other Unsecured Claim has become Disallowed in full or in part (in accordance with the procedures set forth in the Plan), any portion of the Unsecured Claim Distribution, if any, held by the Reorganized Debtors or the Unsecured Claim Distribution Agent on account of, or to pay, such Disputed Other Unsecured Claim shall be distributed to holders of Allowed Other Unsecured Claims in accordance with procedures established by the Unsecured Claim Distribution Agent.

## **9.3. *Estimation of Claims.***

Any Debtor, Reorganized Debtor or holder of a Claim may request that the Bankruptcy Court estimate any Claim pursuant to section 502(c) of the Bankruptcy Code for purposes of determining the Allowed amount of such Claim regardless of whether any Person has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim for purposes of determining the allowed amount of such Claim at any time. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim for allowance purposes, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on

such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, any Objecting Party may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the Plan are cumulative and not necessarily exclusive of one another.

**9.4. *Expenses Incurred On or After the Effective Date.***

Except as otherwise ordered by the Bankruptcy Court, and subject to the written agreement of the Reorganized Debtors, the amount of any reasonable fees and expenses incurred by any Professional Person or the Claims Agent in connection with implementation of this Plan, including without limitation, reconciliation of, objection to, and settlement of Claims, shall be paid in Cash by the Reorganized Debtors.

**ARTICLE X.**

**EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**10.1. *General Treatment.***

As of and subject to the occurrence of the Effective Date and the payment of the applicable Cure Amount, all executory contracts and unexpired leases to which any Debtor is a party (including, for the avoidance of doubt, any collective bargaining agreements that have been amended during the Reorganization Cases) shall be deemed assumed, except for any executory contracts or unexpired leases that: (a) previously have been assumed or rejected pursuant to a Final Order of the Bankruptcy Court; (b) are designated specifically or by category as a contract or lease to be rejected on the Schedule of Rejected Contracts and Leases, if any; or (c) are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date. As of and subject to the occurrence of the Effective Date, all contracts identified on the Schedule of Rejected Contracts and Leases shall be deemed rejected. Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions and rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to this Section 10.1 shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption or applicable federal law.

**10.2. *Claims Based on Rejection of Executory Contracts or Unexpired Leases.***

All Claims arising from the rejection of executory contracts or unexpired leases, if any, will be treated as Unsecured Claims. Upon receipt of their Pro Rata Share of the Unsecured Claim Distribution pursuant to Section 5.4 of the Plan, all such Claims shall be discharged on the Effective Date, and shall not be enforceable against the Debtors, the Reorganized Debtors, or their respective properties or interests in property.

### **10.3. *Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.***

(a) Except to the extent that less favorable treatment has been agreed to by the non-Debtor party or parties to each such executory contract or unexpired lease, any monetary defaults arising under each executory contract and unexpired lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the appropriate amount (the “**Cure Amount**”) in Cash on the later of thirty (30) days after (i) the Effective Date or (ii) the date on which the Cure Amount has been resolved (either consensually or through judicial decision).

(b) No later than five (5) days prior to the commencement of the Confirmation Hearing, the Debtors shall file a schedule (the “**Cure Schedule**”) setting forth the Cure Amount, if any, for each executory contract or unexpired lease to be assumed pursuant to Section 10.1 of the Plan. Any party that fails to object to the applicable Cure Amount listed on the Cure Schedule within twenty (20) days of the filing thereof, shall be forever barred, estopped and enjoined from disputing the Cure Amount set forth on the Cure Schedule (including a Cure Amount of \$0.00) and/or from asserting any Claim against the applicable Debtor arising under section 365(b)(1) of the Bankruptcy Code except as set forth on the Cure Schedule.

(c) In the event of a dispute (each, a “**Cure Dispute**”) regarding: (i) the Cure Amount; (ii) the ability of the applicable Reorganized Debtor to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed; or (iii) any other matter pertaining to the proposed assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving such Cure Dispute and approving the assumption. To the extent a Cure Dispute relates solely to the Cure Amount, the applicable Debtor may assume and/or assume and assign the applicable contract or lease prior to the resolution of the Cure Dispute provided that such Debtor reserves Cash in an amount sufficient to pay the full amount asserted as cure payment by the non-Debtor party to such contract or lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court).

### **10.4. *Indemnification of Certain Directors, Officers and Employees.***

For purposes of the Plan, all Current Indemnification Claims shall: (a) survive confirmation of the Plan and the Effective Date; (b) become obligations of the Reorganized Debtors, and such obligations shall continue in full force and effect (and not be modified, amended or terminated in any manner adverse to any Indemnitee without the written consent of the affected Indemnitee) for a period of not less than six years following the Effective Date; and (c) not be discharged in accordance with section 1141 of the Bankruptcy Code, irrespective of whether indemnification or reimbursement is owed in connection with an event occurring before, on, or after the Commencement Date. Notwithstanding anything to the contrary herein, the Indemnification Agreements shall not be subject to the requirements of Section 10.3, and failure to include the Indemnification Agreements on any schedule of executory contracts to be assumed by the Reorganized Debtors shall not affect the rights of Indemnitees provided by this Section 10.4.

## ARTICLE XI.

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

#### 11.1. *Conditions Precedent to Confirmation.*

Confirmation of this Plan is subject to:

- (a) the Disclosure Statement having been approved by the Bankruptcy Court as having adequate information in accordance with section 1125 of the Bankruptcy Code;
- (b) entry of the Confirmation Order in form and substance reasonably satisfactory to the Debtors and the Consenting Lenders;
- (c) the Plan Documents having been filed in substantially final form prior to the Confirmation Hearing;
- (d) JRC (or the Debtors) having obtained a commitment for the Revolving Credit Facility that is available to be drawn upon on the Effective Date, the terms and conditions of which facility shall support the Debtors' demonstration that the Plan is feasible, and that Reorganized JRC will have the ability to satisfy its obligations to pay current interest and principal under the New Credit Agreement;
- (e) no Material Adverse Change having occurred; and
- (f) the Plan Support Agreement remaining in full force and effect, and not having been terminated.

#### 11.2. *Conditions Precedent to the Effective Date.*

The occurrence of the Effective Date is subject to:

- (a) the Confirmation Order, in form and substance satisfactory to the Debtors and the Consenting Lenders having become a Final Order;
- (b) the Plan Documents in form and substance satisfactory to the Consenting Lenders being executed and delivered, and any conditions (other than the occurrence of the Effective Date or certification by the Debtors that the Effective Date has occurred) contained therein having been satisfied or waived in accordance therewith;
- (c) no Material Adverse Change having occurred from the date of entry of the Confirmation Order;
- (d) all material governmental, regulatory and third party approvals, waivers and/or consents in connection with the Plan, if any, having been obtained and remaining in full force and effect, and there existing no claim, action, suit, investigation, litigation or proceeding, pending or threatened in any court or before any arbitrator or governmental instrumentality,

which would prohibit the consummation of the Plan;

(e) (i) the Revolving Facility Agreement having been consummated, and being in full force and effect, and (ii) the extension of credit under the Revolving Credit Facility being available upon (and subject to) the Effective Date;

(f) the Debtors having cash on hand as of the Effective Date of at least \$5.0 million;

(g) the Plan Support Agreement remaining in full force and effect, and not having been terminated; and

(h) any and all rights to receive Plan Distributions on account of Unsecured Lender Deficiency Claims having been waived by the Lenders in accordance with Section 5.4(b) hereof.

**11.3. *Waiver of Conditions Precedent and Bankruptcy Rule 3020(e) Automatic Stay.***

The Debtors and the Administrative Agent, on behalf of the Consenting Lenders, shall have the right to jointly waive one or more of the conditions precedent set forth in Sections 11.1(b), (c) and (e) of this Plan, and the Consenting Lenders shall have the sole right to waive the condition precedent set forth in Section 11.1(f) of this Plan at any time without leave of or notice to the Bankruptcy Court and without formal action other than proceeding with confirmation of the Plan.

The Debtors and the Administrative Agent, on behalf of the Consenting Lenders, shall have the right to jointly waive one or more of the conditions precedent set forth in Sections 11.2(a), (b), (c), and (d) of this Plan, the Consenting Lenders shall have the sole right to waive the condition precedent set forth in Section 11.2(f) and (g) of this Plan, and the Debtors, the Consenting Lenders and the Creditors' Committee shall have the right to jointly waive the condition precedent set forth in Section 11.2(h) of this Plan at any time without leave of or notice to the Bankruptcy Court and without any formal action other than proceeding with consummation of this Plan. Further, the stay of the Confirmation Order, pursuant to Bankruptcy Rule 3020(e), shall be deemed waived by the Confirmation Order.

If any condition precedent to the Effective Date is waived pursuant to this Section 11.3 and the Effective Date occurs, the waiver of such condition shall benefit from the "mootness doctrine", and the act of consummation of this Plan shall foreclose any ability to challenge this Plan in any court.

**11.4. *Effect of Failure of Conditions.***

If all of the conditions to effectiveness and the occurrence of the Effective Date have not been satisfied or duly waived on or before the first Business Day that is more than 60 days after the Confirmation Date, or by such later date as set forth by the Debtors in a notice filed (with the consent of the Consenting Lenders) with the Bankruptcy Court prior to the expiration of such period, then the Debtors may file a motion to vacate the Confirmation Order before all of the conditions have been satisfied or duly waived; provided, however, that the

Debtors must obtain the prior consent of the Consenting Lenders (which consent shall not be unreasonably withheld or delayed) to file such motion to vacate the Confirmation Order. It is further provided that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if all of the conditions to consummation set forth in Section 11.2 of this Plan are either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this Section 11.4, this Plan shall be null and void in all respects, and nothing contained in this Plan or the Plan Support Agreement shall: (a) constitute a waiver or release of any Claims against or Interests in the Debtors; (b) prejudice in any manner the rights of the holder of any Claim against or Interest in the Debtors; or (c) constitute an admission, acknowledgment, offer or undertaking by any Debtor, the Consenting Lenders, or any other entity with respect to any matter set forth in the Plan.

## **ARTICLE XII.**

### **EFFECT OF CONFIRMATION**

#### **12.1. *Binding Effect.***

This Plan shall be binding and inure to the benefit of the Debtors, all holders of Claims and Interests, and their respective successors and assigns.

#### **12.2. *Vesting of Assets.***

On the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, and except as otherwise provided in this Plan, the property of each Estate shall vest in the applicable Reorganized Debtor, free and clear of all Claims, Liens, encumbrances, charges, and other Interests, except as provided herein or in the Confirmation Order. The Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code, except as provided herein.

#### **12.3. *Discharge of Claims Against and Interests in the Debtors.***

Upon the Effective Date and in consideration of the distributions to be made hereunder, except as otherwise provided herein or in the Confirmation Order, each Person that is a holder (as well as any trustees and agents on behalf of such Person) of a Claim or Interest and any affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date. Except as otherwise provided herein, upon the Effective Date, all such holders of Claims and Interests and their affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor or any Reorganized Debtor.

**12.4. Term of Pre-Confirmation Injunctions or Stays.**

Unless otherwise provided herein, all injunctions or stays arising prior to the Confirmation Date in accordance with sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

**12.5. Injunction Against Interference With Plan.**

Upon the entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former affiliates, employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan.

**12.6. Injunction.**

*Except as otherwise provided in this Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors or the Estates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Estates or any of their property, the Consenting Lenders (solely in their capacity as such), or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or the Estates or any of their property, the Consenting Lenders (solely in their capacity as such), or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, or the Estates or any of their property, the Consenting Lenders or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan; provided, however, that nothing contained herein shall preclude such persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of this Plan.*

**12.7. Releases.**

(a) Releases by the Debtors. *Except as otherwise provided in this Plan or the Confirmation Order, as of the Effective Date, each Debtor, in its individual capacity and as a debtor in possession, shall be deemed to forever release, waive and discharge all claims,*

obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities (other than the rights of the Debtors to enforce this Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered thereunder) whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the parties released pursuant to this Section 12.7(a), the Reorganization Cases, this Plan or the Disclosure Statement, and that could have been asserted by or on behalf of the Debtors or their Estates, whether directly, indirectly, derivatively or in any representative or any other capacity, against any Debtor-Released Party; provided, however, that: (i) that the releases set forth in this Section 12.7(a) shall not release any Debtor's claims, rights, or causes of action for money borrowed from or owed to a Debtor or its Subsidiary by any of its directors, officers or former employees as set forth in such Debtors' or Subsidiary's books and records; (ii) that the releases set forth in this Section 12.7(a) shall not release any Claims against any Person to the extent such Person asserts a crossclaim, counterclaim and/or Claim for setoff which seeks affirmative relief against a Debtor or any of its officers, directors, or representatives, except with respect to indemnification and reimbursement obligations set forth in Section 10.4 hereof; and (iii) in no event shall anything in this Section 12.7(a) be construed as a release of any Person's fraud, gross negligence or willful misconduct for matters with respect to the Debtors and their Subsidiaries and/or affiliates.

(b) Releases by Holders of Claims and Interests. Except as otherwise provided in this Plan or the Confirmation Order, on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, each Releasing Party, in consideration for the obligations of the Debtors and the other Released Parties under this Plan, the Plan Distributions, the New Common Stock and other contracts, instruments, releases, agreements or documents executed and delivered in connection with this Plan, will be deemed to have consented to this Plan for all purposes and the restructuring embodied herein and deemed to forever release, waive and discharge all claims, demands, debts, rights, causes of action or liabilities (other than the right to enforce the obligations of any party under this Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with this Plan), including, without limitation, any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of the Debtors commencing the Reorganization Cases or as a result of this Plan being consummated, 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 or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganization Cases, this Plan or the Disclosure Statement against any Released Party (the "Third Party Release").

(c) Entry of the Confirmation Order will constitute the Bankruptcy Court's approval pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, will constitute the Bankruptcy Court's finding that such release is (i) in exchange for the good and valuable consideration provided by the Debtors and the other

*Released Parties, representing good faith settlement and compromise of the claims released herein; (ii) in the best interests of the Debtors and all holders of Claims; (iii) fair, equitable, and reasonable; (iv) approved after due notice and opportunity for hearing; and (v) a bar to any of the Releasing Parties asserting any claim released by the Releasing Parties against any of the Debtors and the other Released Parties or their respective property*

(d) *Notwithstanding anything to the contrary contained herein, except to the extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, nothing in the Confirmation Order or the Plan shall effect a release of any claim by the United States Government or any of its agencies or any state and local authority whatsoever, including without limitation any claim arising under ERISA, federal securities laws, the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any Non-Debtor Released Party, nor shall anything in the Confirmation Order or the Plan enjoin the United States or any state or local authority from bringing any claim, suit, action or other proceedings against any Non-Debtor Released Party for any liability whatever, including without limitation any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state or local authority, nor shall anything in the Confirmation Order or the Plan exculpate any party from any liability to the United States Government or any of its agencies or any state and local authority whatsoever, including any liabilities arising under ERISA, federal securities laws, the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any Non-Debtor Released Party.*

#### **12.8. Exculpation and Limitation of Liability.**

*None of the Exculpated Parties shall have or incur any liability to any holder of any Claim or Interest for any act or omission in connection with, or arising out of the Debtors' restructuring, including without limitation the negotiation and execution of this Plan, the Reorganization Cases, the Disclosure Statement, the solicitation of votes for and the pursuit of this Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition activities leading to the promulgation and confirmation of this Plan except fraud, gross negligence, or willful misconduct, each as determined by a Final Order of the Bankruptcy Court, malpractice, criminal conduct, use of confidential information that causes damages, or ultra vires acts, each as determined by a Final Order of a court of competent jurisdiction. The Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan; provided, however, solely to the extent that it would contravene Rule 1.8(h)(1) of the New York Rules of Professional Conduct or any similar ethical rule of another jurisdiction, if binding on an attorney of an Exculpated Party, no attorney of any Exculpated Party shall be released by the Debtors or the Reorganized Debtors.*

#### **12.9. Injunction Related to Releases and Exculpation.**

*The Confirmation Order shall permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities*

*released pursuant to this Plan, including but not limited to the claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities released in Sections 12.7 and 12.8 of this Plan.*

**12.10. Retention of Causes of Action/Reservation of Rights.**

Subject to Section 12.7 herein, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims or causes of action, rights of setoff, or other legal or equitable defenses (including, for avoidance of doubt, any cause of action to avoid a transfer under sections 303(c), 544, 547, 548, or 553(b) of the Bankruptcy Code, of any similar state law) that the Debtors had immediately prior to the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, causes of action, rights of setoff, or other legal or equitable defenses as fully as if the Reorganization Cases had not been commenced, and all of the Debtors' legal and/or equitable rights respecting any Claim left unimpaired, as set forth in Section 4.2 herein, may be asserted after the Confirmation Date to the same extent as if the Reorganization Cases had not been commenced. For the avoidance of doubt, nothing in this Section 12.10 shall modify or affect the obligations of the Reorganized Debtors set forth in Section 10.4 herein.

**ARTICLE XIII.**

**RETENTION OF JURISDICTION**

On and after the Effective Date, the Bankruptcy Court shall retain jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in, arising under, or related to the Reorganization Cases for, among other things, the following purposes:

- (a) To hear and determine applications for the assumption or rejection of executory contracts or unexpired leases and the Cure Disputes resulting therefrom, including with respect to contracts to be rejected pursuant to section 1113 of the Bankruptcy Code;
- (b) To determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date;
- (c) To ensure that distributions to holders of Allowed Claims or Allowed Interests are accomplished as provided herein;
- (d) To consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim or MEP Unsecured Claim;
- (e) To enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;
- (f) To issue and enforce injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or

any other order of the Bankruptcy Court;

(g) To hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(h) To hear and determine all Fee Claims;

(i) Resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(j) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this 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, including the Plan Support Agreement;

(k) To take any action and issue such orders, including any such action or orders as may be necessary after occurrence of the Effective Date and/or consummation of the Plan, as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release or injunction provisions set forth herein, or to maintain the integrity of this Plan following consummation;

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

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

(n) To hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code;

(o) Resolve any disputes concerning whether a Person or entity had sufficient notice of the Reorganization Cases, the Disclosure Statement Hearing, the Confirmation Hearing, any applicable Bar Date, or the deadline for responding or objecting to a Cure Amount, for the purpose of determining whether a Claim or Interest is discharged hereunder, or for any other purpose;

(p) To recover all Assets of the Debtors and property of the Estates, wherever located; and

(q) To enter a final decree closing the Reorganization Cases.

## ARTICLE XIV.

### MISCELLANEOUS PROVISIONS

#### **14.1. *Exemption from Certain Transfer Taxes.***

To the fullest extent permitted by applicable law, all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including the transfers effectuated under this Plan, the Contemplated Transactions (including dispositions of those Assets listed on Schedule 1.24 hereto), the sale by the Debtors of any owned property pursuant to section 363(b) of the Bankruptcy Code, and any assumption, assignment, and/or sale by the Debtors of their interests in unexpired leases of non-residential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, shall constitute a “transfer under a plan” within the purview of section 1146 of the Bankruptcy Code, and shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

#### **14.2. *Disallowance of Existing Securities Law Claims***

All Existing Securities Law Claims shall be deemed disallowed and expunged in their entirety under and pursuant to this Plan without further order of the Bankruptcy Court or any action being required on the part of the Debtors.

#### **14.3. *Retiree Benefits.***

On and after the Effective Date, pursuant to section 1129(a)(13) of the Bankruptcy Code, the Reorganized Debtors shall continue to pay all retiree benefits (within the meaning of, and subject to the limitations of, section 1114 of the Bankruptcy Code), if any, at the level established in accordance with section 1114 of the Bankruptcy Code, at any time prior to the Confirmation Date, for the duration of the period for which the Debtor had obligated itself to provide such benefits. Nothing herein shall: (a) restrict the Debtors’ or the Reorganized Debtors’ right to modify the terms and conditions of the retiree benefits, if any, as otherwise permitted pursuant to the terms of the applicable plans, non-bankruptcy law, or section 1114(m) of the Bankruptcy Code; or (b) be construed as an admission that any such retiree benefits are owed by the Debtors.

#### **14.4. *Company Pension Plan.***

Upon the Effective Date, Reorganized Journal Register East, Inc. shall continue to sponsor and maintain the Company Pension Plan according to the terms of ERISA and the Internal Revenue Code. No provision of this Plan or the Confirmation Order or section 1141 of the Bankruptcy Code shall, or shall be construed to, discharge, release, exculpate or relieve the Debtors or any other party, in any capacity, from any statutory, regulatory, or other law relating to the Company Pension Plan. Neither the Pension Benefit Guaranty Corporation nor the Company Pension Plan shall be enjoined from enforcing such statutory, regulatory, or other law as a result of the Plan’s provisions for satisfaction, release and discharge of claims; provided, however, that no provision herein or in the Disclosure Statement shall nullify or void the provisions or the effect of the Bar Date Order, the provisions herein regarding creditors’

obligations to file timely an Administrative Expense Claim, or the provisions herein regarding the obligations to object timely proposed Cure Amounts.

**14.5. *Dissolution of Creditor's Committee.***

The Creditors' Committee shall be automatically dissolved on the Effective Date and all members, employees or agents thereof shall be released and discharged from all rights and duties arising from, or related to, the Reorganization Cases; provided, however, that the Creditors' Committee shall survive for the sole purpose of representing its constituents in connection with applications by Professional Persons for final compensation and reimbursement of expenses.

**14.6. *Termination of Professionals.***

On the Effective Date, the engagement of each Professional Person retained by the Debtors and the Creditors' Committee shall be terminated without further order of the Bankruptcy Court or act of the parties; provided, however, such Professional Persons shall be entitled to prosecute their respective Fee Claims and represent their respective constituents with respect to applications for payment of such Fee Claims.

**14.7. *Access***

From the Effective Date, the Reorganized Debtors shall cooperate with any Person that served as a director or officer of a Debtor at any time prior to the Effective Date (collectively, the "**Accessing Parties**"), and make available to any Accessing Party, subject to applicable confidentiality and privilege concerns, such documents, books, records or information relating to the Debtors' activities prior to the Effective Date that such Accessing Party may reasonably require in connection with the defense or preparation for the defense of any claim against such Accessing Party relating to any action taken in connection with such Accessing Party's role as a director or officer of a Debtor.

**14.8. *Amendments.***

(a) *Plan Modifications.* This Plan may be amended, modified, or supplemented by the Debtors, with the consent of the Consenting Lenders, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court; provided, that, if such amendment, modification or supplement adversely affects the treatment of holders of Allowed Unsecured Claims, such amendment, modification or supplement can only be done with the consent of the Creditors' Committee. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims pursuant to this Plan, the Debtors may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in this Plan, the Plan Documents and/or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of this Plan.

(b) *Other Amendments.* Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to this Plan, with the consent of the

Administrative Agent, without further order or approval of the Bankruptcy Court; provided, however, that, such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims or Interests.

**14.9. *Revocation or Withdrawal of this Plan.***

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date, provided that the Debtors shall obtain the prior consent of the Consenting Lenders and the Creditors' Committee for any revocation or withdrawal of this Plan. If the Debtors take such action, this Plan shall be deemed null and void.

**14.10. *Confirmation Order.***

The Confirmation Order shall, and is hereby deemed to, ratify all transactions effected by the Debtors during the period commencing on the Commencement Date and ending on the Confirmation Date, except for any acts constituting willful misconduct or fraud.

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

To the extent that any Allowed Claim entitled to a distribution under the Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

**14.12. *Severability.***

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

**14.13. *Governing Law.***

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent a Plan Document provides otherwise, the rights, duties, and obligations arising under this Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

**14.14. Section 1125(e) of the Bankruptcy Code.**

The Debtors have, and upon confirmation of this Plan shall be deemed to have, solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and the Debtors (and their affiliates, agents, directors, officers, employees, advisors, and attorneys) have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, and purchase of the securities offered and sold under this Plan, and therefore are not, and on account of such offer, issuance, sale, solicitation, and/or purchase will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or offer, issuance, sale, or purchase of the securities offered and sold under this Plan.

**14.15. Time.**

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

**14.16. Notices.**

In order to be effective, all notices, requests, and demands to or upon the Debtors shall be in writing (including by facsimile transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

Journal Register Company  
790 Township Line Road, Suite 300  
Yardley, Pennsylvania 19067  
Attn: Edward Yocum, Esq.  
Telephone: (215) 867-2120  
Facsimile: (215) 867-2172

-and-

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, New York 10019-6099  
Attn: Marc Abrams, Esq.  
Rachel C. Strickland, Esq.  
Shaunna D. Jones, Esq.  
Telephone: (212) 728-8000  
Facsimile: (212) 728-8111

A notice address for the Reorganized Debtors shall be provided in the notice of the Effective Date to be provided to parties in interest in these cases.

**14.17. *Payment of Statutory Fees.***

All fees payable pursuant to section 1930 of title 28 of the United States Code, due and payable through the Effective Date shall be paid by the Debtors on or before the Effective Date and amounts due thereafter shall be paid by the Reorganized Debtors in the ordinary course until the entry of a final decree closing the Reorganization Cases. Any deadline for filing Administrative Expense Claims shall not apply to fees payable pursuant to section 1930 of title 28 of the United States Code.

**14.18. *Reservation of Rights.***

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of this Plan, any statement or provision contained herein, or the taking of any action by the Debtors with respect to this Plan shall be or shall be, deemed to be, an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Effective Date.

Dated: June \_\_, 2009  
New York, New York

Respectfully submitted,

JOURNAL REGISTER COMPANY  
on behalf of itself and its affiliated Debtors

By: \_\_\_\_\_  
Scott A. Wright  
President and Chief Operating Officer

Counsel:

WILLKIE FARR & GALLAGHER LLP

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Debtors in Possession