

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

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	:	
In re:	:	Chapter 11
	:	
Plastech Engineered Products, Inc., <u>et al.</u> ,	:	Case No. 08-42417 (PJS)
	:	
Debtors.	:	Jointly Administered
	:	
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**~~SECOND~~THIRD AMENDED JOINT PLAN OF LIQUIDATION PROPOSED BY PLASTECH
ENGINEERED PRODUCTS, INC., ITS SUBSIDIARY DEBTORS AND THE
OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

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Dated: ~~October 22,~~December 2, 2008
Detroit, Michigan

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Note: To the extent that the foregoing Exhibits are not annexed to this Plan, such Exhibits will be filed with the Bankruptcy Court in Plan Supplement(s) filed on or before the date(s) set for the filing of such documents and forms of documents.

INTRODUCTION

Plastech Engineered Products, Inc. ("PEPI") and the Subsidiary Debtors (together, with PEPI, the "Debtors"), together with the Creditors' Committee (as defined below) propose the following chapter 11 plan of liquidation (the "Plan"). This Plan contemplates the liquidation of the Debtors' assets and the resolution of the outstanding Claims against and Interests in the Debtors, following and in accordance with the terms of numerous Sales and the Sale-Related Settlements (each as defined herein). Reference is made to the Disclosure Statement (as defined below), distributed contemporaneously herewith, for a discussion of (i) the Debtors' history, business, properties, and operations, (ii) a summary and analysis of this Plan, and (iii) certain related matters, including risk factors relating to the consummation of this Plan. All Holders of Claims who are eligible to vote on the Plan are encouraged to read the Plan and the accompanying Disclosure Statement (including all exhibits thereto) in their entirety before voting to accept or reject the Plan. Subject to certain restrictions and requirements set forth in Bankruptcy Code section 1127 and Bankruptcy Rule 3019, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw this Plan prior to its substantial consummation. The Debtors and the Creditors' Committee are the proponents of the Plan (the "Plan Proponents") within the meaning of Bankruptcy Code section 1129.

The Plan is a liquidating plan. Pursuant to prior orders of the Bankruptcy Court, the Debtors have recently consummated a number of Sales of substantially all of their assets. The Plan provides for the distribution of certain proceeds from such Sales and the creation of a liquidating trust that will administer and liquidate all remaining property of the Debtors, including Avoidance Actions, not sold, transferred or otherwise waived or released before the Effective Date of the Plan. The Plan also provides for distributions to certain Holders of Administrative Expense Claims, 503(b)(9) Claims and Priority Claims and the funding of the Liquidating Trust. The Plan further provides for the termination of all Interests in the Debtors and the dissolution and wind-up of the affairs of the Debtors.

These liquidating cases have been consolidated for procedural purposes only and are being jointly administered pursuant to an order of the United States Bankruptcy Court for the Eastern District of Michigan. Certain of the Debtors may be dissolved or merged (or combined in another form of transaction) with another Debtor as a means of implementing the Plan.

Because the Debtors consist of nine (9) distinct legal entities that are being jointly administered, the Plan is structured as the winddown and liquidation of each separate legal entity. Thus, although styled as a "joint plan", the Plan consists of 9 separate liquidating plans, one for each of the Debtors. Consequently, except as otherwise expressly provided in this Plan and described in the Disclosure Statement, for purposes of voting on the Plan and receiving Distributions (as defined below) under the Plan, votes will be tabulated separately for each of the Debtors with respect to each Debtor's Plan and Distributions will be made separately to such classes. The only exception to the separate voting and distribution just noted is Class 7 General Unsecured Claims. As to that Class, the Debtors will seek authority under section 105 of the Bankruptcy Code to consolidate in one Class the Claims of Creditors who hold Unsecured Claims.

A list of the Debtors that are proponents of the Plan contained herein and the corresponding numbers of the respective Chapter 11 Cases is attached to the Plan as Exhibit A.

No solicitation materials, including the Disclosure Statement and related materials transmitted therewith have yet been approved for use in soliciting acceptances and rejections of the Plan. Nothing in the Plan should be construed as constituting a solicitation of acceptances of the Plan unless and until the Disclosure Statement has been approved and distributed to all holders of Claims and Interests to the extent required by Bankruptcy Code section 1125.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ CAREFULLY THE DISCLOSURE STATEMENT (INCLUDING ALL EXHIBITS THERETO) AND THE PLAN, EACH IN ITS ENTIRETY, BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

I. DEFINED TERMS AND RULES OF INTERPRETATION

A. Rules of Construction

For purposes of this Plan, except as expressly provided herein or unless the context otherwise requires, all capitalized terms not otherwise defined, including those capitalized terms used in the preceding Introduction, shall have the meanings ascribed to them in Article I of this Plan or any Exhibit hereto. Any term used in this Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable. To the extent that there is an inconsistency between a

definition in this Plan and a definition set forth in the Bankruptcy Code, the definition set forth herein shall control. Whenever the context requires, such terms shall include the plural as well as the singular number, the masculine gender shall include the feminine, and the feminine gender shall include the masculine.

B. Definitions

1.1 503(b)(9) Claim means each Claim to the extent asserted against one or more of the Debtors pursuant to Bankruptcy Code section 503(b)(9).

1.2 503(b)(9) Claim Bar Date means the bar date for filing any 503(b)(9) Claim, which date was May 30, 2008.

1.3 503(b)(9) Claims Escrow Amount means the funding provided by the Term Lenders and the Major Customers in the aggregate amount of \$17 million pursuant to the Funding Agreement, to be used for the sole purpose of paying Allowed 503(b)(9) Claims.

1.4 503(b)(9) Claims Reserve means the reserve of Cash established by the Liquidating Trustee pursuant to Article V.E. ~~5.3~~ hereof for Holders of Allowed 503(b)(9) Claims to the extent that such Allowed 503(b)(9) Claims have not otherwise been paid in full (or in the manner agreed upon between the Holder of each such Allowed 503(b)(9) Claim and the Debtors or the Liquidating Trustee, with the prior written consent of the Steering Committee, the Major Customers and the First Lien Agent) prior to the Effective Date, in an amount equal to the 503(b)(9) Claims Escrow Amount.

1.5 503(b)(9) Claims Objection Deadline means the last day for Filing an objection to any request for the payment of a 503(b)(9) Claim, ~~which shall be (a) 180 as set forth in the Order Granting Debtors' Motion for Entry of an Order (I) Amending Certain Deadlines in the 503(b)(9) Order and (II) Establishing Section 503(b)(9) Claims Procedures (Docket No. 2368) (the "Amended 503(b)(9) Order"), which for Substantive Objections (as defined in the Amended 503(b)(9) Order) shall be on or before the later of (a) a day that is 60 days after the Effective Date or 90 days after the filing of such 503(b)(9) Claim or (b) such other date specified in this Plan or ordered by the Bankruptcy Court. The filing of a motion to extend the 503(b)(9) Claims Objection Deadline shall automatically extend the 503(b)(9) Claims Objection Deadline until a Final Order is entered on such motion. In the event that such motion to extend the 503(b)(9) Claims Objection Deadline is denied by the Bankruptcy Court, the 503(b)(9) Claims Objection Deadline shall be the later of the current 503(b)(9) Claims Objection Deadline (as previously extended, if applicable) or 30 days after the Bankruptcy Court's entry of an order denying the motion to extend the 503(b)(9) Claims Objection Deadline, or the date with respect to an applicable statute of limitations period with respect to a Cause of Action under Chapter 5 of the Bankruptcy Code; (b) a day that is 30 days after the entry of a final order overruling all or the last pending Omnibus Objection (as defined in the Amended 503(b)(9) Order) to the 503(b)(9) Claim; and (c) such other date as the Court may direct.~~

1.6 60-Day Lease Reserve means the reserve of funds established by the Debtors pursuant to the interim DIP orders and Final DIP Order for the payment of Lease Claims in the original budgeted amount of \$8.98 million, of which ~~\$3,265,426~~ 2,603,873 remained as of ~~September 26, November 28,~~ 2008.

1.7 Additional DIP Collateral means the Collateral defined as "Unencumbered Property" under the Prior DIP Financing Orders, as defined in the Final DIP Order.

1.8 Administrative Claim means a Claim arising under Bankruptcy Code section 507(a)(2) for costs and expenses of administration of the Chapter 11 Cases under Bankruptcy Code sections 503(b), 507(b), or 1114(e)(2), including: (a) any actual and necessary costs and expenses, incurred after the Petition Date, of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries and commissions for services and payments for inventory, leased equipment and premises) and (b) all other claims entitled to administrative claim status pursuant to a Final Order of the Bankruptcy Court, but excluding DIP Facility Claims, Priority Tax Claims, Non-Tax Priority Claims, 503(b)(9) Claims, Trustee Fee Claims, Assumed Liabilities Claims and Professional Fee Claims.

1.9 Administrative Claims Objection Deadline means the last day for Filing an objection to any Administrative Expense Request, which shall be (a) the later of (i) 180 days after the Effective Date or (ii) 90 days after the filing of such Administrative Claim or (b) such other date specified in this Plan or ordered by the

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Bankruptcy Court. The filing of a motion to extend the Administrative Claims Objection Deadline shall automatically extend the Administrative Claims Objection Deadline until a Final Order is entered on such motion. In the event that such motion to extend the Administrative Claims Objection Deadline is denied by the Bankruptcy Court, the Administrative Claims Objection Deadline shall be the later of the current Administrative Claims Objection Deadline (as previously extended, if applicable) or 30 days after the Bankruptcy Court's entry of an order denying the motion to extend the Administrative Claims Objection Deadline.

1.10 Administrative Claims Reserve means the reserve of Cash established by the Liquidating Trustee pursuant to Article V.E. ~~6.4~~, hereof for Holders of Allowed Administrative Claims to the extent that such Allowed Administrative Claims have not otherwise been paid in full (or in the manner agreed upon between the Holder of each such Allowed Administrative Claim and the Debtors or the Liquidating Trustee) prior to the Effective Date.

1.11 Administrative Expense Request means a request for the payment of an Administrative Claim, which request may be made in the same manner as was provided for pursuant to the Order Under 11 U.S.C. §§ 105, 502 and 503 and Fed. R. Bankr. P. 2002, 3003(c)(3) and 9007 (I) Setting General Bar Date and Initial Administrative Claims Bar Date and Procedures for Filing Proofs of Claim and Administrative Claim Requests and (II) Approving Form and Manner of Notice Thereof (Docket No. 1322).

1.12 Affected Claimants means ~~e~~Entities whose claims have been amended by one or more of the Debtors in the Schedules.

1.13 Allowed Claim means a Claim or any portion thereof (a) that has been allowed by a Final Order of the Bankruptcy Court (or such court as the Debtors and/or the Liquidating Trustee and the Holders of any such Claim agree may adjudicate such Claim and any objections thereto), (b) that either (x) has been Scheduled as a liquidated, non-contingent, and undisputed Claim in an amount greater than zero on the Schedules, or (y) is the subject of a timely filed proof of claim as to which either (i) no objection to its allowance has been filed (either by way of objection or amendment to the Schedules) within the periods of limitation fixed by the Bankruptcy Code or by any order of the Bankruptcy Court or (ii) any objection to its allowance has been settled, waived through payment, withdrawn or overruled, or (c) that is expressly allowed in a liquidated amount in the Plan; provided, however, that with respect to an Administrative Claim or 503(b)(9) Claim, "Allowed Claim" means an Administrative Claim or 503(b)(9) Claim as to which a timely written request for payment has been made in accordance with applicable bar dates for such requests set by the Bankruptcy Court (if such written request is required) in each case as to which the Debtors, or any other party in interest (x) has not interposed a timely objection or (y) has interposed a timely objection and such objection has been settled, waived through payment, withdrawn or overruled; provided further, however, that for purposes of determining the status (i.e., Allowed or Disputed) of a particular Claim prior to the expiration of the period fixed for filing objections to the allowance or disallowance of Claims, any such Claim which has not been previously allowed or disallowed by a Final Order of the Bankruptcy Court or the Plan shall be deemed a Disputed Claim unless such Claim is specifically identified by the Debtors and/or the Liquidating Trustee as being an Allowed Claim.

1.14 Allowed ... Claim means an Allowed Claim of the particular type or Class described.

1.15 Amended Schedule Bar Date means the deadline by which Affected Claimants have to File a Proof of Claim in response to such amendment. An Affected Claimant shall have until the later of (i) the General Bar Date or (ii) 30 days after the date that notice of the applicable amendment to the Schedules is served on the Affected Claimant in which to File a Proof of Claim or amend any previously Filed Proofs of Claim in respect of the amended Scheduled Claim.

1.16 Asset Purchase Agreement(s) means, individually, an asset purchase agreement governing the sale(s) of one or more of the Business Units and/or the Miscellaneous Assets, by and among one or more Purchaser(s) and the Debtors, as such Agreement has been or may be amended by the parties thereto, and collectively, all asset purchase agreements governing the sales of one or more of the Business Units and/or the Miscellaneous Assets.

1.17 Assumed Liabilities shall have the meaning ascribed to such term in the Sale Orders and respective Asset Purchase Agreements.

1.18 Assumed Liabilities Claim means a Claim or any portion thereof that constitutes an Assumed Liability.

1.19 Available Additional DIP Collateral Proceeds means the proceeds from the sale of Additional DIP Collateral, if any, after payment in full and in Cash of all DIP Facility Claims.

1.20 Available Cash means all Cash held by the Liquidating Trustee as of the date ten (10) Business Days prior to (i) the Initial Distribution Date and/or (ii) any subsequent Distribution Date, in each instance other than Restricted Cash.

1.21 Avoidance Actions means causes of action arising under Bankruptcy Code sections 502, 510, 541, 542, 544, 545, 547, 548, 549, 550, 551 or 553, or under related state or federal statutes and common law, including, without limitation, fraudulent transfer laws, whether or not litigation is commenced to prosecute such causes of action.

1.22 Ballot means each of the ballot forms distributed to each Holder of a Claim or Interest entitled to vote to accept or reject this Plan.

1.23 Bankruptcy Code means title 11 of the United States Code, as now in effect or hereafter amended and as applicable to the Chapter 11 Cases.

1.24 Bankruptcy Court means the United States Bankruptcy Court for the Eastern District of Michigan, or any other court with jurisdiction over the Chapter 11 Cases.

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

1.26 Base Rent Lease Claims means those Lease Claims arising from the base rental rate under unexpired leases of personal property that were not rejected before the 60th day following the Petition Date.

1.27 Brown Entities means, collectively, James A. Brown and/or the family members of the Primary Shareholder and James A. Brown and/or non-Debtor entities controlled by the Primary Shareholder, James A. Brown and/or their family members, but excluding Advanced Environmental Concepts.

1.28 Brown Settlement means the settlement approved by the Bankruptcy Court on June 27, 2008 (Docket No. 2005), entered into by the Primary Shareholder, the Brown Entities and the Steering Committee.

1.29 Brown Tax Allocation Agreement means the agreement between and among the Primary Shareholder, James A. Brown and the Debtors pursuant to the Brown Settlement.

1.30 Business Day means any day, other than a Saturday, Sunday or Legal Holiday.

1.31 Business Units means, collectively, those portions of the Debtors' operations and those assets relating to the Interiors Business, Exteriors Business, Stamping Business and the Carpet Business.

1.32 Carpet Business means those portions of the Debtors' operations and those assets relating to the Debtors' carpet installation business.

1.33 Carpet Business Sale means the sale of the Carpet Business to BBI Enterprises Group, Inc. ("BBI") pursuant to the Carpet Business Sale Order, and consummated on or about June 30, 2008.

1.34 Carpet Business Sale Order means the Order Granting Debtors' Motion for an Order (A) Approving the Proposed Sale of Miscellaneous Assets to BBI Enterprises Group, Inc., and (B) Granting Certain Related Relief (Docket No. 1840).

1.35 Case Interest Rate means the federal judgment rate provided in 28 U.S.C. § 1961 in effect on the Petition Date, which is **2.31%**.

1.36 Cash means legal tender of the United States of America and equivalents thereof, which may be conveyed by check or wire transfer.

1.37 Causes of Action means any and all claims, actions, proceedings, causes of action, suits, accounts, controversies, agreements, promises, rights of action, rights to legal remedies, rights to equitable remedies, rights to payment and Claims (as defined in Bankruptcy Code section 101(5)), whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise, that any Debtor and/or Estate may hold against any Person, provided, however, that Causes of Action shall not include the Avoidance Actions.

1.38 Chapter 11 Case(s) means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code commenced by such Debtor in the Bankruptcy Court and (b) when used with reference to all Debtors, the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors in the Bankruptcy Court.

1.39 Chrysler means, collectively, Chrysler, LLC, Chrysler Motors Company, LLC, Chrysler Motors LLC and Chrysler Canada Inc.

1.40 Claim means a "claim" as defined in Bankruptcy Code section 101(5) or Administrative Expense request, whether arising before or after the Petition Date.

1.41 Claimholder means the Holder of a Claim.

1.42 Claims Agent means Donlin, Recano & Company.

1.43 Claims Objection Deadline means the last day for Filing objections to Claims, other than 503(b)(9) Claims, Administrative Claims and Professional Fee Claims, which day shall be (a) the later of (i) 270 days after the Effective Date or (ii) 180 days after the Filing of a Proof of Claim for, or request for payment of, such Claim or (b) such other date as the Bankruptcy Court may order. The Filing of a motion to extend the Claims Objection Deadline shall automatically extend the Claims Objection Deadline until a Final Order is entered on such motion. In the event that such motion to extend the Claims Objection Deadline is denied, the Claims Objection Deadline shall be the later of the current Claims Objection Deadline (as previously extended, if applicable) or 30 days after the Bankruptcy Court's entry of an order denying the motion to extend the Claims Objection Deadline.

1.44 Class means a category of Holders of Claims or Interests, as described in Article II hereof.

1.45 Class 7 Distribution Amount means the amount of Cash equal to (i) the First Lien Term Lender Contribution, (ii) the proceeds from the Unencumbered Assets (which proceeds are subject to the prior satisfaction of all Allowed Priority Claims) and (iii) the Available Additional DIP Collateral Proceeds.

1.46 Closing means, with respect to each Asset Purchase Agreement, the closing of the transactions contemplated by such Asset Purchase Agreement upon the terms and subject to the satisfaction of the conditions therein.

1.47 Collateral means any property or interest in property of a Debtor's Estate subject to a right of setoff or Lien to secure the payment or performance of a Claim, which right of setoff or Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law.

1.48 Committee Settlement means the settlement approved by the Bankruptcy Court on June 27, 2008 (Docket No. 2005), entered into by the Debtors, the Creditors' Committee and the Steering Committee relating to, among other things, the Interiors Sale and the Exteriors Sale and providing for certain funding of the Plan.

1.49 Confirmation means entry by the Bankruptcy Court of the Confirmation Order.

1.50 Confirmation Date means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the Bankruptcy Court docket in the jointly administered Chapter 11 Cases.

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

1.52 Confirmation Objection Deadline means the last day for Filing objections to confirmation of the Plan, which date shall be November 24, 2008 at 12:00 p.m. (Eastern Time).

1.53 Confirmation Order means the order entered by the Bankruptcy Court confirming the Plan under Bankruptcy Code section 1129.

1.54 Consummation or Consummate means the occurrence of or to achieve the Effective Date.

1.55 Contingent means, with reference to a Claim, a Claim that has not accrued or is not otherwise payable and the accrual of which, or the obligation to make payment on which, is dependent upon a future event that may or may not occur.

1.56 Creditor means any Person who holds a Claim against one or more of the Debtors.

1.57 Creditors' Committee means the Official Committee of Unsecured Creditors of Plastech Engineered Products, Inc., et al., appointed by the United States Trustee in the Chapter 11 Cases pursuant to Bankruptcy Code section 1102.

1.58 Cure means the distribution of Cash, or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption or assumption and assignment of an executory contract or unexpired lease, pursuant to Bankruptcy Code section 365(b), in an amount equal to all unpaid monetary obligations, without interest, or such other amount as may be agreed upon by the parties, under such executory contract or unexpired lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable bankruptcy law.

1.59 Customer Financing shall have the meaning set forth in the Disclosure Statement.

1.60 Debtor means any of PEPI or the Subsidiary Debtors in their individual capacity.

1.61 Debtors means, collectively, PEPI and all of the Subsidiary Debtors.

1.62 Deficiency Claim(s) means an unsecured deficiency Claim of a Holder of a DIP Facility Claim, Secured Tax Claim, Miscellaneous Secured Claim, First Lien Term Loan Claim or Second Lien Term Loan Claim arising as a result of the Debtors' failure or inability to pay in full such DIP Facility Claim, Secured Tax Claim, Miscellaneous Secured Claim, First Lien Term Loan Claim or Second Lien Term Loan Claim under the Plan.

1.63 DIP Facility means the debtor-in-possession financing facility provided by the Major Customers and authorized by the Final DIP Order, as amended.

1.64 DIP Facility Claim means a Claim of a DIP Lender arising under or as a result of the DIP Facility and/or the Final DIP Order, as amended.

1.65 DIP Lenders means the "New DIP Lenders" as such term is defined in the Final DIP Order, as amended.

1.66 Disallowed Claim means a Claim, or any portion thereof, that (a) has been disallowed by a Final Order, (b) is scheduled at zero or as contingent, disputed or unliquidated and as to which no Proof of Claim has been filed by the applicable bar date or deemed timely filed with the Bankruptcy Court pursuant to either the

Bankruptcy Code or any Final Order, or otherwise deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order or under applicable law, or (c) is not Scheduled, and as to which (i) no Proof of Claim has been filed by the applicable bar date or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order or under applicable law, or (ii) no Administrative Expense Request has been filed by the Final Administrative Claims Bar Date or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order or under applicable law.

1.67 *Disclosure Statement* means the disclosure statement (including all exhibits and schedules thereto) dated October 22, 2008 (as amended), relating to this Plan, distributed contemporaneously herewith in accordance with Bankruptcy Code sections 1125 and 1126(b) and Bankruptcy Rule 3018.

1.68 *Disputed Claim* means a Claim, or any portion thereof, that has not been Allowed pursuant to the Plan or a Final Order, and:

(a) if a Claim has been filed, or deemed to have been filed, by the applicable bar date (i) a Claim for which a corresponding Claim has been listed on the Schedules as unliquidated, contingent or disputed; (ii) a Claim for which a corresponding Claim has been listed on the Schedules as other than unliquidated, contingent or disputed, but the amount of such Claim as asserted in the Claim varies from the amount of such Claim as listed in the Schedules; or (iii) a Claim as to which any party in interest has timely filed an objection or request for estimation in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules and any orders of the Bankruptcy Court, or which is otherwise disputed by a Debtor and/or the Liquidating Trustee in accordance with applicable law, which objection, request for estimation or dispute has not been withdrawn, or determined by a Final Order;

(eb) if an Administrative Expense Request has been filed or deemed to have been filed by the Administrative Claims Bar Date, an Administrative Claim as to which any party in interest has timely filed an objection or request for estimation in accordance with the Plan, the Bankruptcy Code, the Bankruptcy Rules, and any orders of the Bankruptcy Court, or which is otherwise disputed by a Debtor or the Liquidating Trustee in accordance with applicable law, which objection, request for estimation or dispute has not been withdrawn or determined by a Final Order;

(ed) for which a claim was required to be filed by order of the Bankruptcy Court, but as to which a Claim was not timely or properly filed; or

(ed) that is disputed in accordance with the provisions of this Plan.

1.69 *Disputed . . . Claim* means a Disputed Claim of the type described.

1.70 *Disputed Claim Amount* means (a) if a liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim, (i) the liquidated amount set forth in the Proof of Claim relating to the Disputed Claim; (ii) an amount agreed to by the Debtors and/or the Liquidating Trustee, as applicable, and the holder of such Disputed Claim; or (iii) if a request for estimation is filed by any party, the amount at which such Claim is estimated by the Bankruptcy Court; (b) if no liquidated amount is set forth in the Proof of Claim relating to a Disputed Claim, (i) an amount agreed to by the Debtors and/or the Liquidating Trustee, as applicable, and the holder of such Disputed Claim or (ii) the amount estimated by the Bankruptcy Court with respect to such Disputed Claim; or (c) if the Claim was listed on the Schedules as unliquidated, contingent or disputed and no Proof of Claim was filed, or deemed to have been filed, by the applicable Bar Date and the Claim has not been resolved by written agreement of the parties or an order of the Bankruptcy Court, zero.

1.71 *Distribution* means any distribution pursuant to the Plan to the Holders of Allowed Claims.

1.72 *Distribution Date* means the date upon which a Distribution is made by the Liquidating Trustee in accordance with the Plan to Holders of Allowed Claims entitled to receive Distributions under the Plan.

1.73 *Distribution Record Date* means the record date for purposes of making Distributions under the Plan on account of Allowed Claims, which date shall be the Confirmation Date or such other date designated in the Confirmation Order.

1.74 *Effective Date* means the Business Day this Plan becomes effective as provided in Article VIII.B hereof.

1.75 *Employee Benefit Plans* means those "employee benefit plans" (as defined in Section 3(3) of ERISA (whether or not such plan is subject to ERISA)), other material plans, policies, programs, practice, agreements, and understandings or arrangements maintained, sponsored, or contributed to for the benefit of current or former employees of the Debtors.

1.76 *Entity* means a person, estate, trust, governmental unit and United States Trustee, within the meaning of Bankruptcy Code section 101(15).

1.77 *ERISA* shall mean the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

1.78 *Estate(s)* means, individually, the estate of PEPI or any of the Subsidiary Debtors and, collectively, the estates of all of the Debtors created under Bankruptcy Code section 541.

1.79 *Exhibit* means an exhibit annexed to either this Plan or as an appendix to the Disclosure Statement.

1.80 *Exhibit Filing Date* means the date on which Exhibits to the Plan or the Disclosure Statements shall be filed with the Bankruptcy Court, which date shall be at least five (5) business days prior to the Voting Deadline or such later date as may be approved by the Bankruptcy Court without further notice to parties-in-interest.

1.81 *Exteriors Business* means those portions of the Debtors' operations and those assets relating to the Debtors' manufacturing of plastic-based automotive exteriors components.

1.82 *Exteriors Sale* means the sale of the Exteriors Business to Decoma International of America, Inc. ("Decoma") pursuant to the Exteriors Sale Order, and consummated on July 1, 2008.

1.83 *Exteriors Sale Order* means the Order Granting Debtors' Motion for an Order (A) Approving the Proposed Sale(s) of One or More of the Debtors' Business Units and/or Miscellaneous Assets, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Non-Residential Real Property Leases, and (C) Granting Certain Related Relief with Regard to the Debtors' Sale of Its Exteriors Business to Decoma International of America, Inc. (Docket No. 1920).

1.84 *Face Amount* means (a) when used in reference to a Disputed Claim, the Disputed Claim Amount and (b) when used in reference to an Allowed Claim, the allowed amount of such Claim.

1.85 *Final Administrative Claims Bar Date* means the last date by which a request for payment of an Administrative Claim arising from and after May 30, 2008, may be Filed, which date is sixty (60) days after the Effective Date.

1.86 *File, Filed or Filing* means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

1.87 *Final Decree* means the decree contemplated under Bankruptcy Rule 3022.

1.88 *Final DIP Order* means the Final Order (I) Authorizing Debtors-In-Possession to Obtain Financing and (II) Authorizing Transfer of DIP Facility to New DIP Lenders (Docket No. 1216), entered by the Bankruptcy Court on May 1, 2008, as amended by the Order Amending Final Financing Order (Docket No. 2001) entered by the Bankruptcy Court on June 27, 2008.

1.89 *Final Order* means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in any Chapter 11 Case, the operation or effect of which has not been stayed, reversed, or amended and as to which order or judgment (or any revision, modification, or amendment thereof)

the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending.

1.90 Final Trust Distribution Date means the date of the last Distribution from the Liquidating Trust under the Plan for and on account of an Allowed Claim.

1.91 First Lien Term Lenders means the lenders party to the First Lien Term Loan.

1.92 First Lien Term Lender Parties means all Holders of First Lien Term Loan Obligations (as defined in the Intercreditor Settlement).

1.93 First Lien Term Lender Contribution means the lump sum contribution, pursuant to the terms of the Committee Settlement, by the First Lien Term Lenders of \$14 million in Cash from the proceeds of the Interiors Sale to a liquidation agent, trust or similar entity authorized to hold such funds for the sole and exclusive benefit of the Holders of Allowed General Unsecured Claims.

1.94 First Lien Term Loan means the loan agreement, dated February 12, 2007 (as amended), among the Debtors, Goldman as lead arranger, syndication agent, administrative agent, and collateral agent and the lenders party thereto.

1.95 Fixed Collateral has the meaning set forth in the Intercreditor Agreement.

1.96 Ford means Ford Motor Company.

1.97 Ford Patents Sale means the sale of the Debtors' right, title and interest in US Patent No. 7,121,604 and US Patent No. 7,007,995 to Ford Global Technologies, LLC ("Ford Global Technologies") pursuant to the Ford Patents Sale Order, and consummated on or about June 30, 2008.

1.98 Ford Patents Sale Order means the Order Granting Debtors' Motion for an Order (A) Authorizing and Approving the Proposed Sale of US Patent Nos. 7,121,604 and 7,007,995 to Ford Global Technologies, LLC, as a Miscellaneous Asset Sale, Free and Clear of All Liens, Claims, Interests and Encumbrances and (B) Granting Certain Related Relief (Docket No. 1853).

1.99 Funding Agent has the meaning set forth in the Final DIP Order.

1.100 Funding Agreement means the agreement dated as of June 30, 2008, among the Steering Committee, the Major Customers and the Debtors, pursuant to which the Term Lenders and the Major Customers made funds available for (a) the post-Sales winddown of the Debtors' Estates and (b) payment of Allowed 503(b)(9) Claims which agreement was approved by the Bankruptcy Court by order entered on June 27, 2008 (Docket No. 2008).

1.101 General Bar Date means the bar date for Filing Proofs of Claim for Claims arising prior to the Petition Date against any and/or all of the Debtors in the Chapter 11 Cases, other than (i) those Claims expressly excluded from the General Bar Date pursuant to a Final Order of the Bankruptcy Court and (ii) Claims whose Filing deadline is otherwise governed by the Rejection Bar Date or the Amended Schedule Bar Date, which date was June 30, 2008.

1.102 General Unsecured Claim means a Claim that is not a DIP Facility Claim, 503(b)(9) Claim, Administrative Claim, Priority Tax Claim, First Lien Term Loan Claim, Second Lien Term Loan Claim, Secured Tool Vendor Claim, Secured Tax Claim, Miscellaneous Secured Claim, Non-Tax Priority Claim or Professional Fee Claim, and that is not an Intercompany Claim, Subordinated 510(c) Claim or Subordinated 510(b) Claim, but which term includes, but is not limited to, a Wachovia Swap Termination Claim.

1.103 GM means General Motors Corporation.

1.104 Goldman means Goldman Sachs Credit Partners L.P., as administrative agent and/or collateral agent under the First Lien Term Loan.

1.105 Governmental Bar Date means the bar date for Governmental Units to file Proofs of Claim for Claims arising prior to the Petition Date against any and/or all of the Debtors, which date was July 30, 2008.

1.106 Governmental Unit means a "governmental unit" as defined in Bankruptcy Code section 101(27).

1.107 H&P Die/Stamping Business means those portions of the Debtors' Stamping Business as conducted at the Debtors' manufacturing facility located at 4650 Tiedman Road, Brooklyn, Ohio 44144, sometimes referred to as "H&P Die/Stamping".

1.108 H&P Die/Stamping Business Sale means the sale of the H&P Die/Stamping Business pursuant to the Stamping Business Sale Order, and consummated on or about July 18, 2008.

1.109 Holder means an entity holding a Claim or Interest.

1.110 Impaired means, when used in reference to a Claim, Interest, or Class, a Claim, Interest, or a Class that is impaired within the meaning of Bankruptcy Code section 1124.

1.111 Indemnification Obligation means any obligation of any of the Debtors to indemnify, reimburse, or provide contribution to any present or former officer, director, or employee, or any present or former Professionals, advisors, or representatives of the Debtors, pursuant to by-laws, articles of incorporation, contract, or otherwise as may be in existence immediately prior to the Petition Date.

1.112 Initial Administrative Claims Bar Date means the date for filing a request for payment of an Administrative Claim, other than those Administrative Claims excluded from the Initial Administrative Claims Bar Date pursuant to a Final Order of the Bankruptcy Court, arising from and after the Petition Date through and including May 30, 2008, which date was June 30, 2008.

1.113 Initial Distribution Date means the ~~first Distribution Date following the Effective Date, which date shall be~~ or as soon thereafter as may be reasonably practicable, but in any event no later than ~~sixty (60) days after~~ the fifth (5th) Business Day following the Effective Date.

1.114 Insured Claim means any Claim or portion of a Claim that is insured under the Debtors' insurance policies, but only to the extent of such coverage.

1.115 Intercompany Claim means (i) any Claim held by a Debtor against another Debtor, including, without limitation: (a) any account reflecting intercompany book entries by a Debtor with respect to another Debtor, (b) any Claim not reflected in such book entries that is held by a Debtor against another Debtor, (c) any derivative Claim asserted by or on behalf of one Debtor against another Debtor and (d) any Claim asserted by one Debtor against another as a result of a payment made by the claimant Debtor pursuant to a guarantee or similar instrument; and (ii) any Subsidiary Interests.

1.116 Intercreditor Agreement means the agreement dated as of February 12, 2007 (as amended), by and among the Debtors, Wells Fargo Foothill, Inc., as collateral agent for the Revolving Credit Secured Parties (as defined therein), Goldman Sachs Credit Partners L.P., as collateral agent for the First Lien Term Loan Secured Parties (as defined therein), and The Bank of New York, as collateral agent for the Second Lien Term Loan Secured Parties (as defined therein).

1.117 Intercreditor Settlement means the settlement approved by the Court on June 27, 2008 (Docket No. 2005) between and among a majority of the First Lien Term Lenders and a majority of the Second Lien Term Lenders representing a compromise of potential disputes under the Intercreditor Agreement.

1.118 Interest means the legal, equitable, contractual, and other rights of any Person with respect to any capital stock or other ownership interest in any Debtor, whether or not transferable, and any option, warrant or right to purchase, sell, or subscribe for an ownership interest or other equity security in any Debtor.

1.119 Interiors Business means those portions of the Debtors' operations and those assets relating to the Debtors' interior and underhood business.

1.120 Interiors Sale means the sale of the Interiors Business to JCI affiliate JCIM pursuant to the Interiors Sale Order, and consummated on July 1, 2008.

1.121 Interiors Sale Order means the Order Granting Debtors' Motion for an Order (A) Approving the Proposed Sale(s) of One or More of the Debtors' Business Units and/or Miscellaneous Assets (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Non-Residential Real Property Leases, and (C) Granting Certain Related Relief with Regard to the Debtors' Sale of Its Interior and Underhood Business Including Such Business and Other Business Conducted at Certain Facilities to JCIM, LLC (Docket No. 1837).

1.122 Internal Revenue Code means the Internal Revenue Code of 1986, as amended.

1.123 IRS means the Internal Revenue Service.

1.124 JCI means Johnson Controls, Inc.

1.125 JCIM means JCIM, LLC.

1.126 JCIM Operating Agreement means the limited liability company agreement of JCIM.

1.127 Lease Claims means any Claims for payment first arising before the 60th day following the Petition Date that were not required to be timely paid under section 365(d)(5) of the Bankruptcy Code.

1.128 Lease Reserve means the reserve of Cash established by the Liquidating Trustee pursuant to Article V.E. ~~3.2~~, hereof for Holders of Allowed Lease Claims to the extent that such Allowed Lease Claims have not otherwise been paid in full (or in the manner agreed upon between the Holder of each such Allowed Lease Claim and the Debtors or the Liquidating Trustee) prior to the Effective Date.

1.129 Legal Holiday has the meaning set forth in Bankruptcy Rule 9006(a).

1.130 Lien shall mean any lien, security interest, pledge, title retention agreement, encumbrance, charge, mortgage, or hypothecation to secure payment of a debt or performance of an obligation, other than, in the case of securities and any other equity ownership interests, any restrictions imposed by applicable United States or foreign securities laws.

1.131 Liquid Collateral has the meaning set forth in the Intercreditor Agreement.

1.132 Liquidating Trust means the trust established on the Effective Date pursuant to Article V.F of the Plan.

1.133 Liquidating Trust Agreement means the agreement to be executed as of the Effective Date establishing the Liquidating Trust pursuant to the Plan in substantially the form attached as Exhibit B hereto, to be included in the Plan Supplement.

1.134 Liquidating Trust Beneficiary means (i) the holder of an Allowed Claim that receives a beneficial interest in the Liquidating Trust in accordance with the Plan and (ii) in the case of the Term Lenders, the Term Lender Liquidating LLC.

1.135 ~~1.134~~ Liquidating Trustee means Carroll Services LLC, with James Patrick Carroll as Managing Member, the Person appointed pursuant to Article V.F.5. of the Plan to act as trustee of and administer the Liquidating Trust.

1.136 ~~1.135~~ **Liquidating Trust Operating Reserve** means the reserve account to be established and maintained by the Liquidating Trustee into which the Liquidating Trustee shall from time to time deposit Cash to fund, among other things, the expenses of the Liquidating Trustee and the Liquidating Trustee Professionals, as set forth more fully in the Liquidating Trust Agreement.

1.137 ~~1.136~~ **Liquidating Trustee Professionals** means the agents, financial advisors, attorneys, consultants, independent contractors, representatives, and other professionals of the Liquidating Trustee (in their capacities as such) including but not limited to Allard & Fish, P.C., Clark Hill PLC, and Skadden, Arps, Slate, Meagher & Flom LLP.

1.138 ~~1.137~~ **Liquidation Reserve** means the reserve of Cash established by the Liquidating Trustee pursuant to Article V.E.~~8~~5, hereof for Holders of Allowed General Unsecured Claims to the extent that such Allowed General Unsecured Claims have not otherwise been paid in full (or in the manner agreed upon between the Holder of each such Allowed General Unsecured Claim and the Debtors or the Liquidating Trustee) prior to the Effective Date, in an amount equal to the Class 7 Distribution Amount.

1.139 ~~1.138~~ **Local Rules** means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Eastern District of Michigan.

1.140 ~~1.139~~ **Major Customers** means, collectively, Chrysler, GM, Ford and JCI.

1.141 ~~1.140~~ **Miscellaneous Assets** means the Debtors' various assets not sold prior to the Confirmation Date, including but not limited to (i) the Debtors' stock and/or equity interest in PEPI or any of its Debtor subsidiaries (the "Equity Interests"), (ii) any of the Debtors' plants or facilities (the "Facilities"), (iii) any or all of the Debtors' miscellaneous capital assets (the "Capital Assets"), (iv) the Additional DIP Collateral and (v) the Liquid Collateral, but excluding Avoidance Actions.

1.142 ~~1.141~~ **Miscellaneous Secured Claim** means a Claim, other than a Secured Tax Claim or a Secured Tool Vendor Claim, that is (a) secured by a Lien on property in which a Debtor's Estate has an interest or (b) subject to setoff under Bankruptcy Code section 553 and such right of setoff has been asserted by the holder of such right in a timely filed Proof of Claim, or prior to the Confirmation Date in a properly filed motion for relief from the automatic stay, to the extent of the value of the Claimholder's interest in the applicable Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to Bankruptcy Code section 506(a) or, in the case of setoff, pursuant to Bankruptcy Code section 553; provided, however, that the right of any Debtor or the Liquidating Trustee, as applicable, to object to the validity of any asserted right of setoff shall be preserved.

1.143 ~~1.142~~ **Net Preserved Claim Proceeds** means the Net Proceeds of any Preserved Claim, after payment of all Allowed Administrative Claims and Allowed Priority Claims.

1.144 ~~1.143~~ **Net Proceeds** means such amounts collected from the sale or liquidation of assets after payment of all costs and expenses of such sale or liquidation, including, without limitation, attorney fees.

1.145 ~~1.144~~ **Non-Subscribing First Lien Term Lender** means a First Lien Term Lender that has failed to subscribe for equity interests in JCIM in accordance with the requirements of the Intercreditor Settlement and the JCIM Operating Agreement before September 15, 2008.

1.146 ~~1.145~~ **Non-Subscribing Second Lien Term Lender** means a Second Lien Term Lender that has failed to subscribe for equity interests in JCIM in accordance with the requirements of the Intercreditor Settlement and the JCIM Operating Agreement before September 15, 2008.

1.147 ~~1.146~~ **Non-Tax Priority Claim** means a Claim entitled to priority in payment pursuant to Bankruptcy Code section 507(a), other than an Administrative Claim, Priority Tax Claim or 503(b)(9) Claim.

1.148 ~~1.147~~ **Old Common Stock** means the class of shares of PEPI designated as its Common Shares that were issued and outstanding immediately prior to the Petition Date, and all options, warrants, calls, rights, puts, awards, commitments, or any other agreements of any character to acquire such common stock.

1.149 ~~1.148~~ **Old Equity Interests** means, collectively, the common stock, preferred stock or other equity Interests of and in PEPI and the Subsidiary Debtors outstanding immediately prior to the Petition Date, including treasury stock and all options, warrants, calls, rights, puts, awards, commitments or any agreements of any character to acquire such common stock, preferred stock or other equity Interests, specifically including the Old Common Stock.

1.150 ~~1.149~~ **PEPI** means Plastech Engineered Products, Inc.

1.151 ~~1.150~~ **Periodic Class 7 Distribution Amount** means the amount of Cash equal to the aggregate Pro Rata amount of the Class 7 Distribution Amount to which Holders of Allowed General Unsecured Claims are entitled as of an applicable Distribution Date, if any, all of which shall be subject to the appropriate Reserves.

1.152 ~~1.151~~ **Person** has the meaning set forth in Bankruptcy Code section 101(41).

1.153 ~~1.152~~ **Petition Date** means February 1, 2008, the date on which the Debtors filed their petitions for relief commencing the Chapter 11 Cases.

1.154 ~~1.153~~ **Plan** means this ~~Second~~Third Amended Joint Plan of Liquidation Proposed By Plastech Engineered Products, Inc., Its Subsidiary Debtors and the Official Committee of Unsecured Creditors, all Exhibits annexed to the Plan, referenced in the Plan or included in the Plan Supplement, as the same may be altered, amended, modified or supplemented from time to time in accordance with the Bankruptcy Code and the Bankruptcy Rules.

1.155 ~~1.154~~ **Plan Document** means the Plan, together with any contract, instrument, release, or other agreement or document entered in connection with Plan.

1.156 ~~1.155~~ **Plan Proponents** means the Debtors and the Creditors' Committee.

1.157 ~~1.156~~ **Plan Supplement** means the supplement to the Plan containing drafts of the Liquidating Trust Agreement, the non-exclusive list of Causes of Action and Avoidance Actions, the list of assumed agreements and the Section 502(d) Objection Notice, that the Debtors will file with the Bankruptcy Court at least five (5) business days prior to the Voting Deadline or such later date as may be approved by the Bankruptcy Court without further notice to parties-in-interest.

1.158 ~~1.157~~ **Post-Effective Date Committee** means the committee to be comprised of one or more members of the Creditors' Committee, as designated by the Creditors' Committee, which committee shall be established under and governed by the provisions of ~~Section~~Article XII.J of the Plan.

1.159 ~~1.158~~ **Pre-Effective Period** means the period from the Confirmation Date to the Effective Date.

1.160 ~~1.159~~ **Prepetition Agent** shall have the meaning ascribed in the Final DIP Order.

1.161 ~~1.160~~ **Prepetition Debt** means the debt obligations incurred under the Term Loan Facilities.

1.162 ~~1.161~~ **Preserved Claim** means any right, claim or cause of action, including any Avoidance Action, against the Primary Shareholder or the Brown Entities that was not released in the Brown Settlement.

1.163 ~~1.162~~ **Primary Shareholder** means Julie N. Brown, majority shareholder and Chief Executive Officer of PEPI.

1.164 ~~1.163~~ **Priority Claims** means, collectively, all Priority Tax Claims and Non-Tax Priority Claims.

1.165 ~~1.164~~ **Priority Tax Claim** means a Claim of a governmental unit of the kind specified in Bankruptcy Code sections 502(i), 507(a)(8) or 1129(a)(9)(D).

1.166 ~~1.165~~ **Professional** means (a) any professional employed in these Chapter 11 Cases pursuant to Bankruptcy Code sections 327, 328, or 1103 or otherwise, and (b) any professional or other entity seeking compensation or reimbursement of expenses in connection with the Chapter 11 Cases pursuant to Bankruptcy Code section 503(b)(4).

1.167 ~~1.166~~ **Professional Fee Claim** means a Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses, or other charges incurred after the Petition Date and prior to and including the Effective Date.

1.168 ~~1.167~~ **Professional Fee Estimate** means (i) with respect to any Professional, a good faith estimate of such Professional's accrued Unpaid Professional Fee Claims to be provided by each Professional in writing to the Debtors prior to the commencement of the Confirmation Hearing, or, in the absence of such a writing, to be prepared by the Debtors and (ii) collectively, the sum of all individual Professional Fee Estimates.

1.169 ~~1.168~~ **Professional Fee Reserve** means the reserve of Cash established by the Liquidating Trustee pursuant to Article V.E.1. hereof for Holders of Allowed Professional Fee Claims to the extent that such Allowed Professional Fee Claims have not otherwise been paid in full (or in the manner agreed upon between the Holder of each such Allowed Professional Fee Claim and the Debtors or the Liquidating Trustee) prior to the Effective Date, in an amount equal to the Professional Fee Claim Estimate.

1.170 ~~1.169~~ **Proof of Claim** means a proof of claim, including, but not limited to, any Administrative Expense Request, filed with the Bankruptcy Court in connection with the Chapter 11 Cases pursuant to section 501 of the Bankruptcy Code.

1.171 ~~1.170~~ **Pro Rata** means, at any time, the proportion that the Face Amount of an Allowed Claim in a particular Class bears to the aggregate Face Amount of all Allowed Claims in such Class, unless the Plan provides otherwise.

1.172 ~~1.171~~ **Purchased Assets** shall have the meaning ascribed in the Sale Orders and respective Asset Purchase Agreements.

1.173 ~~1.172~~ **Purchaser(s)** means, individually, any purchaser of one or more of the Business Units and/or the Miscellaneous Assets and, collectively, all purchasers of one or more of the Business Units and/or the Miscellaneous Assets.

1.174 ~~1.173~~ **Reclamation Claim** means each Claim to the extent asserted against one or more of the Debtors pursuant to Bankruptcy Code section 546(c).

1.175 ~~1.174~~ **Reinstated or Reinstatement** means (i) leaving unaltered the legal, equitable, and contractual rights to which a Claim or Interest entitles the Claimholder or Interest Holder so as to leave such Claim or Interest unimpaired in accordance with Bankruptcy Code section 1124 or (ii) notwithstanding any contractual provision or applicable law that entitles the Claimholder or Interest Holder to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default (a) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in Bankruptcy Code section 365(b)(2); (b) reinstating the maturity of such Claim or Interest as such maturity existed before such default; (c) compensating the Claimholder or Interest Holder for any damages incurred as a result of any reasonable reliance by such Holder on such contractual provision or such applicable law; and (d) not otherwise altering the legal, equitable, or contractual rights to which such Claim or Interest entitles the Claimholder or Interest Holder; provided, however, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim or Interest is based, including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, and affirmative covenants regarding corporate existence prohibiting certain transactions or

actions contemplated by the Plan, or conditioning such transactions or actions on certain factors, shall not be required to be Reinstated in order to accomplish Reinstatement.

1.176 ~~1.175~~ **Rejection Bar Date** means the deadline by which any Entity whose Claims arise out of the rejection of an executory contract or unexpired lease (pursuant to Bankruptcy Code section 365) after the Petition Date, must File a Proof of Claim, which deadline shall be the later of (i) thirty (30) days after the effective date of ~~the rejection as provided by an~~ order of the Court, pursuant to Bankruptcy Code section 365, authorizing the rejection of such contract or lease, (ii) any date set by order of the Court or (iii) the General Bar Date.

1.177 ~~1.176~~ **Released Claims** means the claims or Causes of Action described in Article X.C of the Plan.

1.178 ~~1.177~~ **Remaining Lease Balance** means the amount of funds remaining in the 60-Day Lease Reserve as of the date the Lease Reserve is funded, which amount shall be used to fund the Lease Reserve.

1.179 ~~1.178~~ **Reserves** means, collectively, the Professional Fee Reserve, Lease Reserve, 503(b)(9) Claims Reserve, Administrative Claims Reserve, Liquidation Reserve, Liquidating Trust Operating Reserve, and such other reserves as may be deemed necessary by the Liquidating Trustee pursuant to the Liquidating Trust Agreement.

1.180 ~~1.179~~ **Residual Assets** means those assets excluded from the Interiors Sale and the Exteriors Sale that constitute Collateral securing the First Lien Term Loan obligations and Second Lien Term Loan obligations.

1.181 ~~1.180~~ **Restricted Cash** means all Cash held by the Liquidating Trustee and segregated (whether physically or merely on the books and records of the Liquidating Trust) by the Liquidating Trustee to fund the Reserves.

1.182 ~~1.181~~ **Revolving Credit Facility** means the prepetition asset-based revolving credit facility, dated February 12, 2007 (as amended), among the Debtors, Goldman as lead arranger and syndication agent, Bank of America, N.A., as administrative agent, Wells Fargo Foothill, Inc., as collateral agent, Bank of America, N.A., Comerica Bank, and Wachovia Capital Finance Corporation (Central) as co-documentation agents, and the lenders party thereto.

1.183 ~~1.182~~ **Revolving Lenders** means the lenders party to the Revolving Credit Facility.

1.184 ~~1.183~~ **Sale(s)** means, individually, the sale of one or more of the Business Units and/or the Miscellaneous Assets to one or more Purchaser(s), and collectively, the sale of substantially all of the Debtors' assets to the Purchasers as approved by the Bankruptcy Court pursuant to the Sale Orders.

1.185 ~~1.184~~ **Sale Order(s)** means, individually, an order entered by the Bankruptcy Court approving a Sale, and collectively, all orders entered by the Bankruptcy Court approving the Sales.

1.186 ~~1.185~~ **Sale-Related Settlements** means, collectively, the Committee Settlement, the Brown Settlement, the T-Ink Settlement, the Term Lender Settlement, the Funding Agreement and the Intercreditor Settlement.

1.187 ~~1.186~~ **Scheduled** means, with respect to any Claim, the status, priority and amount, if any, of such Claim as set forth in the Schedules.

1.188 ~~1.187~~ **Schedules** means the schedules of assets and liabilities, the list of Holders of Interests, and the statements of financial affairs filed by the Debtors pursuant to Bankruptcy Code section 521 and the Bankruptcy Rules, as such schedules have been or may be further modified, amended or supplemented in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court.

1.189 ~~1.188~~ **Second Lien Term Lenders** means the lenders party to the Second Lien Term Loan.

1.190 ~~1.189~~ **Second Lien Term Loan** means the loan agreement among the Debtors, Goldman as lead arranger and syndication agent, the Bank of New York as administrative agent and collateral agent and the lenders party thereto.

1.191 ~~1.190~~ **Section 502(d) Objection Notice** means, pursuant to the Order Granting Debtors' Motion for Entry of an Order (I) Amending Certain Deadlines in the 503(b)(9) Order and (II) Establishing Section 503(b)(9) Claims Procedures (Docket No. 2368), the notice to any claimant asserting a 503(b)(9) Claim to which the Debtors believe they will or might be filing an objection to such Claim under Bankruptcy Code section 502(d), which shall be substantially in the form as included in the Plan Supplement.

1.192 ~~1.191~~ **Secured Claim** means a Claim that is secured by a Lien which is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law, on property in which an Estate has an interest, or a Claim that is subject to setoff under section 553 of the Bankruptcy Code; to the extent of the value of the Holder's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable; as determined by a Final Order pursuant to section 506(a) of the Bankruptcy Code, or in the case of setoff, pursuant to section 553 of the Bankruptcy Code, or in either case as otherwise agreed upon in writing by the Debtors or the Liquidating Trustee and the Holder of such Claim. The amount of any Claim that exceeds the value of the Holder's interest in the Estate's interest in property or the amount subject to setoff shall be treated as a General Unsecured Claim or, with respect to a Secured Tax Claim, a Priority Tax Claim.

1.193 ~~1.192~~ **Secured Lender Parties** means, collectively, the Revolving Lenders and the Term Lenders and the respective agents and lead arrangers under each of the Revolving Credit Facility and the Term Loan Facilities and their respective predecessors-in-interest and successors-in-interest.

1.194 ~~1.193~~ **Secured Tax Claim** means a Claim of a governmental unit for the payment of a tax assessed against property of the Estate, which Claim is secured by a first Lien on property of the Estate.

1.195 ~~1.194~~ **Secured Tool Vendor Claim** means a Secured Claim held by a Tool Vendor.

1.196 ~~1.195~~ **Securities Act** means the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as now in effect or hereafter amended.

1.197 ~~1.196~~ **Security** shall have the meaning ascribed to it in Bankruptcy Code section 101(49).

1.198 ~~1.197~~ **Solicitation** means the solicitation by the Plan Proponents of acceptances of the Plan.

~~1.198—Stamping Business means those portions of the Debtors' operations and those assets relating to the Debtors' automotive stamping manufacturing business.~~

~~1.192~~ 1.199 **Stamping Business Sale** means the sale of a portion of the Stamping Business to JD Norman Ohio Holdings, Inc. ("JD Norman") pursuant to the Stamping Business Sale Order.

1.200 ~~1.193~~ **Stamping Business Sale Order** means the Order Granting Debtors' Motion for an Order (A) Approving the Proposed Sale(s) of One or More of the Debtors' Business Units and/or Miscellaneous Assets (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Non-Residential Real Property Leases, and (C) Granting Certain Related Relief (Docket No. 1839).

1.201 ~~1.194~~ **Steering Committee** means the Steering Committee of the First Lien Term Loan Lenders.

1.202 ~~1.195~~ **Subordinated 510(b) Claim** means any Claim subordinated pursuant to Bankruptcy Code section 510(b), which shall include any Claim arising from the rescission of a purchase or sale of

any Old Common Stock, any Claim for damages arising from the purchase or sale of any Old Common Stock, or any Claim for reimbursement, contribution or indemnification on account of any such Claim.

1.203 ~~1.196~~ **Subordinated 510(c) Claim** means any Claim (i) subordinated pursuant to Bankruptcy Code section 510(c) or (ii) for punitive or exemplary damages or for a fine or penalty, to the extent permitted by applicable law.

1.204 ~~1.197~~ **Subscribing Term Lenders** means, collectively, each Term Lender or designee of a Term Lender that subscribed for equity interests in JCIM in accordance with the requirements of the Intercreditor Settlement and the JCIM Operating Agreement before September 15, 2008.

1.205 ~~1.198~~ **Subsidiary Debtor(s)** means, individually or collectively, the debtors and debtors-in-possession which, together with PEPI, are the Debtors identified on Exhibit A annexed hereto.

1.206 ~~1.199~~ **Subsidiary Interests** means, collectively, the equity interests in the respective Subsidiary Debtors, including stock, membership, or partnership interests, as applicable.

1.207 ~~1.200~~ **Substantial Contribution Claim** means a Claim under Bankruptcy Code subsections 503(b)(3), (b)(4), or (b)(5) for compensation or reimbursement of expenses incurred in making a substantial contribution in the Chapter 11 Cases.

1.208 ~~1.201~~ **Tax Claim** means all or that portion of a Claim held by a Governmental Unit for a tax assessed or assessable against the Debtors, including income and employment taxes and any related penalties or interest.

1.209 ~~1.202~~ **Taxes** means any and all taxes, levies, imposts, assessments, or other charges of whatever nature imposed at any time by any Governmental Unit or by any political subdivision or taxing authority thereof or therein and all interest, penalties, or similar liabilities with respect thereto.

1.210 **Term Lender Liquidating LLC** means the limited liability company formed under the Plan and the Liquidating Trust Agreement for the purpose of preserving and liquidating the Residual Assets for the benefit of the First Lien Term Lender Parties and for holding the Term Lenders' beneficial interest in the Liquidating Trust.

1.211 ~~1.203~~ **Term Lender Parties** means, collectively, the lenders, agents and lead arrangers under the Term Loan Facilities and their respective predecessors-in-interest and successors-in-interest.

1.212 ~~1.204~~ **Term Lender Settlement** means the settlement and release of claims approved by the Bankruptcy Court pursuant to the Term Lender Settlement Order, under which the Debtors and the Term Lender Parties: (i) confirmed that the Prepetition Debt is (a) allowable as a fully secured claim against the Debtors and (b) is not subject to offset, counterclaim, recoupment, avoidance, recharacterization or equitable subordination; (ii) approved the waiver and release of any and all claims of the Debtors' Estates against the Term Lender Parties under or in connection with the Term Loan Facilities and against the Term Lender Parties under or in connection with the Term Loan Facilities, in each case including any and all claims under contract or tort lender liability theories or pursuant to Bankruptcy Code sections 105, 510, 544, 547, 578, 549, 550 or 553; (iii) confirmed that (x) the Term Lender Parties' liens and security interests in the Debtors' assets and (y) the prepetition liens and security interests of the Term Lender Parties in the Debtors' assets are legal, valid, binding, enforceable, perfected and non-avoidable Liens; and (iv) approved the Term Lender Releases.

1.213 ~~1.205~~ **Term Lender Settlement Order** means the Order Granting Debtors' Emergency Motion for Order Pursuant to Bankruptcy Code Sections 105, 363, 364 and 506 and Fed. R. Bankr. P. 9019 Approving Settlement Between the Debtors, the First Lien Term Lender Parties and the Second Lien Term Lender Parties (Docket No. 2006).

1.214 ~~1.206~~ **Term Lender Releases** means, collectively, the waiver of all claims, if any there be, of rights to surcharge under Bankruptcy Code section 506(c) or otherwise, as agreed upon by the Debtors and the Term Lenders under the Term Lender Settlement.

1.215 ~~1.207~~ **Term Lenders** means, collectively, the First Lien Term Lenders and the Second Lien Term Lenders.

1.216 ~~1.208~~ **Term Loan Facilities** means, collectively, the First Lien Term Loan and the Second Lien Term Loan.

1.217 ~~1.209~~ **T-Ink Parties** means, collectively, the Debtors, Andrew Ferber, John Gentile, T-Ink, Inc., the Primary Shareholder, Jeffrey R. Engel and Ink-Logix, LLC.

1.218 ~~1.210~~ **T-Ink Settlement** means the settlement agreement between and among the T-Ink Parties approved by the Bankruptcy Court on June 27, 2008 (Docket No. 1986), settling and resolving certain pending litigation and arbitration proceedings between and among the T-Ink Parties.

1.219 ~~1.211~~ **Tooling or Tool** has the meaning set forth in the Tooling Order.

1.220 ~~1.212~~ **Tooling Order** means the Order Pursuant to Bankruptcy Code Sections 105, 361, 362, 363 and 365 and Bankruptcy Rules 2002, 4001, 6004(g), and 6006(g): (I) Establishing Procedures for the Payment of Certain Tooling Payables Relating to Tooling Sold or Transferred by the Debtors to the Purchasers of the Debtors' Business Units and (II) Granting Related Relief (Docket Nos. 2500, 2502).

1.221 ~~1.213~~ **Tool Vendor** has the meaning set forth in the Tooling Order.

1.222 ~~1.214~~ **Trustee Fees** means all fees payable pursuant to 28 U.S.C. § 1930.

1.223 ~~1.215~~ **Trustee Fee Claim** means a Claim of the Office of the United States Trustee for the payment of Trustee Fees.

1.224 ~~1.216~~ **Unclaimed Distribution Reserve** means the reserve established pursuant to Article VI.C.2. of the Plan.

1.225 ~~1.217~~ **Unclassified Claims** means DIP Facility Claims, 503(b)(9) Claims, Administrative Claims and Priority Tax Claims.

1.226 ~~1.218~~ **Unencumbered Assets** means the property of the Debtors' Estate that was unencumbered by any valid and enforceable lien as of the Petition Date, was not provided to the DIP Lenders as Additional DIP Collateral, and as to which the DIP Lenders waived any Liens, security interests or rights of payment or recovery under the Final DIP Order, including (i) the proceeds of any Avoidance Actions, (ii) claims against "insiders" on account of improper or illegal distributions or dividends under the Michigan Business Corporation Act and (iii) contract claims (other than claims for accounts receivable and other amounts owing in the ordinary course of business) against any of the Participating Customers (as defined in the Final DIP Order) and commercial tort claims against any of the Participating Customers, provided, however, that Unencumbered Assets shall include only fifty percent (50%) of Net Preserved Claim Proceeds.

1.227 ~~1.219~~ **Unimpaired** with respect to a Claim, Class, or Interest means a Claim, Class, or Interest that is not impaired within the meaning of Bankruptcy Code section 1124.

1.228 ~~1.220~~ **Union Contracts** means those certain collectively bargained labor contracts among PEPI and the various unions duly organized and representing certain of PEPI's employees that are in full force and effect on the Effective Date, and any related modification agreement, extension agreement and side agreement duly executed by PEPI.

1.229 ~~1.221~~ **Unpaid Professional Fee Claims** means Professional Fee Claims not otherwise paid by the Debtors or the Purchaser prior to the Effective Date.

1.230 ~~1.222~~ **Unsecured Claim** means a Claim arising prior to the Petition Date against any of the Debtors that is neither a Secured Claim nor entitled to priority under the Bankruptcy Code or any order of the

Bankruptcy Court, which Claim may be a General Unsecured Claim, Intercompany Claim, Subordinated 510(c) Claim or Subordinated 510(b) Claim.

1.231 ~~1.223~~ *U.S. Trustee* means the Office of the United States Trustee for the Eastern District of Michigan.

1.232 ~~1.224~~ *Voting Deadline* means the date and time, as fixed by an order of the Bankruptcy Court and set forth in the Disclosure Statement, by which all Ballots to accept or reject the Plan must be received in order to be counted.

1.233 ~~1.225~~ *Voting Record Date* means the date of entry of any order approving the Disclosure Statement.

1.234 ~~1.226~~ *Wachovia Swap Termination Claim* means the Claim asserted by Wachovia Bank, National Association in Proof of Claim number 176 arising from the termination of an alleged interest rate swap transaction.

C. Rules of Interpretation

For purposes of the Plan (a) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (b) any reference in the Plan to an existing document or exhibit Filed or to be Filed means such document or exhibit as it may have been or may be amended, modified, or supplemented, (c) unless otherwise specified, all references in the Plan to sections, articles, Schedules and Exhibits are references to sections, articles, Schedules and Exhibits of or to the Plan, (d) the words "herein" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan, (e) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan, and (f) to the extent not modified herein, the rules of construction set forth in Bankruptcy Code section 102 and in the Bankruptcy Rules shall apply.

D. Computation of Time

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

E. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) and except as otherwise provided herein or therein, the laws of (i) the State of Michigan shall govern the construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan and (ii) the laws of the state of incorporation of each Debtor shall govern corporate governance matters with respect to such Debtor, in either case without giving effect to the principles of conflicts of law thereof.

F. Exhibits

All Exhibits are incorporated into and are a part of this Plan as if set forth in full herein, and, to the extent not annexed hereto, such Exhibits shall be filed in one or more Plan Supplements with the Bankruptcy Court on or before the Exhibit Filing Date. After the Exhibit Filing Date, copies of Exhibits can be obtained upon written request to Skadden, Arps, Slate, Meagher & Flom LLP, One Rodney Square, P.O. Box 636, Wilmington, Delaware, 19899 (Attn: Krithy M. Peguero, Esq.), counsel to the Debtors or by downloading such Exhibits from the Bankruptcy Court's website at <http://www.debnieb.uscourts.gov> (registration required) or the Claims Agent's website at www.donlinrecano.com. To the extent any Exhibit is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-Exhibit portion of the Plan shall control.

II. CLASSIFICATION OF CLAIMS AND INTERESTS

A. Introduction

All Claims and Interests, except DIP Facility Claims, 503(b)(9) Claims, Administrative Claims and Priority Tax Claims are placed in the Classes set forth below. In accordance with Bankruptcy Code section 1123(a)(1), DIP Facility Claims, 503(b)(9) Claims, Administrative Claims, and Priority Tax Claims, as described below, have not been classified.

The Plan, though proposed jointly, constitutes a separate plan for each of the Debtors. Accordingly, the Plan separately treats Claims based on the individual Debtor(s) that are obligated for such Claims, except with respect to Class 7 General Unsecured Claims, which Class is treated as a single class for voting and distribution purposes. For all Classes other than Class 7 General Unsecured Claims, the Plan contemplates separate sub-Classes for each Debtor for voting and distribution purposes. Except with respect to Class 7, votes will be tabulated separately for each of the Debtors with respect to each Debtor's Plan. Thus, each of the remaining Classes of Claims set forth herein will exist for each of the Subsidiary Debtors as well as PEPI.

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. A Claim is also placed in a particular Class for the purpose of receiving Distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released or otherwise settled prior to the Effective Date.

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

1. DIP Facility Claims
2. 503(b)(9) Claims
3. Administrative Claims
4. Priority Tax Claims

C. Impaired Voting Claims and Unimpaired Non-Voting Claims (Classes 1, 2 and 7 are entitled to vote on the Plan)

1. Class 1: First Lien Term Loan Claims (Impaired and entitled to vote)
2. Class 2: Second Lien Term Loan Claims (Impaired and entitled to vote)
3. Class 3: Secured Tool Vendor Claims (Unimpaired)
4. Class 4: Secured Tax Claims (Unimpaired)
5. Class 5: Miscellaneous Secured Claims (Unimpaired)
6. Class 6: Non-Tax Priority Claims (Unimpaired)
7. Class 7: General Unsecured Claims (Impaired and entitled to vote)

D. Impaired Non-Voting Claims (deemed to have rejected the Plan and, therefore, not entitled to vote on the Plan)

1. Class 8: Intercompany Claims (Impaired and deemed to reject)
2. Class 9: Subordinated 510(c) Claims (Impaired and deemed to reject)

3. Class 10 Subordinated 510(b) Claims (Impaired and deemed to reject)

E. Impaired Interests (deemed to have rejected the Plan and, therefore, not entitled to vote on the Plan)

1. Class 11: Old Equity Interests (Impaired and deemed to reject)

III. TREATMENT OF CLAIMS AND INTERESTS

A. Unclassified Claims

1. DIP Facility Claims

All DIP Facility Claims shall be Allowed as provided in the Final DIP Order. On, or as soon as reasonably practicable after the Initial Distribution Date and from time to time thereafter at the request of the DIP Lenders until the Allowed DIP Facility Claims have been paid in Cash and in full, each Holder of an Allowed DIP Facility Claim shall receive, to the extent not previously received, in full satisfaction, settlement, release, and discharge of, and in exchange for such Allowed DIP Facility Claim, (i) Cash or other consideration from the proceeds of the liquidation of the Liquid Collateral and the Additional DIP Collateral securing the DIP Facility Claims and (ii) to the extent that such proceeds are not adequate to pay the DIP Facility Claims in full, a Deficiency Claim, provided, however, that the DIP Lenders will waive such Deficiency Claim in accordance with the Sale-Related Settlements. The DIP Facility Claims shall continue to be secured, on and after the Effective Date, by the Liens granted to the DIP Lenders in and upon the Liquid Collateral and the Additional DIP Collateral, provided, however, that at the request of all of the Holders of Allowed DIP Facility Claims, any or all of the Liquid Collateral and the Additional DIP Collateral shall be abandoned and the automatic stay shall be modified to allow the Holders of such Claims to enforce their Liens in such Collateral.

2. 503(b)(9) Claims

Except as otherwise provided herein, and subject to the requirements of this Plan, on, or as soon as reasonably practicable after the later of (i) the Initial Distribution Date or (ii) the Distribution Date immediately following the date on which a 503(b)(9) Claim becomes an Allowed 503(b)(9) Claim, the Holder of such Allowed 503(b)(9) Claim shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed 503(b)(9) Claim, (a) Cash equal to the unpaid portion of the Face Amount of such Allowed 503(b)(9) Claim or (b) such other less favorable treatment as to which such Holder and the Debtors and/or the Liquidating Trustee shall have agreed upon in writing.

3. Administrative Claims

Except as otherwise provided herein, and subject to the requirements of this Plan, on, or as soon as reasonably practicable after the later of (i) the Initial Distribution Date or (ii) the Distribution Date immediately following the date on which an Administrative Claim becomes an Allowed Administrative Claim, the Holder of such Allowed Administrative Claim shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Administrative Claim, (a) Cash equal to the unpaid portion of the Face Amount of such Allowed Administrative Claim or (b) such other less favorable treatment as to which such Holder and the Debtors and/or the Liquidating Trustee shall have agreed upon in writing; provided, however, that the failure of any Holder of an Administrative Claim to file an objection to confirmation of the Plan by the Confirmation Objection Deadline shall be deemed to constitute such Holder's consent to receive less favorable treatment under Bankruptcy Code section 1129(a)(9) with respect to such Claim, including consent to partial Pro Rata payment of such Claim in the event such Claim is determined to be an Allowed Claim and insufficient funds exist to fund full payment of all Allowed Administrative Claims; provided further, however, that Allowed Administrative Claims with respect to liabilities incurred by a Debtor in the ordinary course of business during the Chapter 11 Cases may be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto (x) prior to the Effective Date, by the Debtors and/or the Purchaser(s) (as required by the terms of an applicable Asset Purchase Agreement), and (y) subsequent to the Effective Date, by the Liquidating Trustee and/or the Purchaser(s) (as required by the terms of an applicable Asset Purchase Agreement).

4. Priority Tax Claims

Except to the extent that an Allowed Priority Tax Claim has been paid prior to the Initial Distribution Date, a Holder of an Allowed Priority Tax Claim shall be entitled to receive from the Liquidating Trustee, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, (i) deferred Cash payments over a period not exceeding five (5) years after the Petition Date in an aggregate principal amount equal to the Face Amount of such Allowed Priority Tax Claim, plus interest on the unpaid portion thereof at the rate of interest determined under applicable nonbankruptcy law as of the calendar month in which the Plan is confirmed, or (ii) such other less favorable treatment as to which such Holder and the Debtors and/or the Liquidating Trustee shall have agreed upon in writing. If deferred Cash payments are made to a Holder of an Allowed Priority Tax Claim, payments of principal shall be made in annual installments, each such installment amount being equal to ten percent (10%) of such Allowed Priority Tax Claim plus accrued and unpaid interest, with the first payment to be due on the first anniversary of the Initial Distribution Date, or as soon thereafter as is practicable, and subsequent payments to be due on the anniversary of the first payment date immediately following the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as is practicable; provided, however, that any amounts remaining unpaid on the date that is five (5) years after the Petition Date shall be paid on the first Business Day following such date, or as soon as practicable thereafter, together with any accrued and unpaid interest to the date of payment; and provided further, however, that the Liquidating Trustee shall have the right to accelerate payment of any Allowed Priority Tax Claim, or any portion or remaining balance of any Allowed Priority Tax Claim, at any time on or after the Effective Date without premium or penalty.

B. Impaired Voting Claims and Unimpaired Non-Voting Claims

1. Class 1: First Lien Term Loan Claims

In accordance with the orders approving the Interiors Sale and Exteriors Sale and the terms of the Sale-Related Settlements and the JCIM Operating Agreement, (i) the First Lien Term Lender Parties have received all consideration received in the Interiors Sale payable to the First Lien Term Lender Parties on account of their \$160 million credit bid, (ii) the First Lien Term Lender Parties have received all consideration received in the Exteriors Sale payable to the First Lien Term Lender Parties on account of their \$24,670,000 credit bid and (iii) the Subscribing Term Lenders have received all equity interests that would otherwise have been distributed to Non-Subscribing First Lien Term Lenders. The First Lien Term Lender Parties shall also be entitled to receive the proceeds of the Residual Assets, and any amounts refundable to the First Lien Term Lenders under the terms of the Funding Agreement, the First Lien Term Loan and prior orders entered by the Bankruptcy Court. To the extent the First Lien Term Loan Claims are not fully satisfied thereby, the First Lien Term Lender Parties shall have Deficiency Claims in the amount of \$80 million, which represents the outstanding balance of their First Lien Term Loan Claims, after deducting the estimated recovery on account of their credit bids, receipt of proceeds of the Residual Assets and receipt of any refundable amounts under the terms of the Funding Agreement, the First Lien Term Loan and prior orders entered by the Bankruptcy Court. The First Lien Term Lender Parties shall be entitled to receive 50% of Net Preserved Claim Proceeds in respect of their Deficiency Claims; provided, however, that pursuant to the Committee Settlement, the First Lien Term Lender Parties have agreed to waive any right to receive, on account of their Deficiency Claims (or any other portion of their First Lien Term Loan Claims) (i) any part of the First Lien Term Lender Contribution and (ii) any proceeds of Avoidance Actions (other than fifty percent (50%) of the Net Preserved Claim Proceeds), in each case, on account of such Deficiency Claims; such Deficiency Claims will accordingly be classified as Class 7 General Unsecured Claims, but shall not be entitled to receive a Class 7 General Unsecured Claim Distribution (except for fifty percent (50%) of the Net Preserved Claim Proceeds) unless and until all Class 7 General Unsecured Claims are paid in full.

2. Class 2: Second Lien Term Loan Claims

In accordance with the orders approving the Interiors Sale and Exteriors Sale and the terms of the Sale-Related Settlements and the JCIM Operating Agreement, (i) the Second Lien Term Lenders have received all consideration received in the Interiors Sale payable to the Second Lien Term Lenders on account of the First Lien Term Lender Parties' \$160 million credit bid under the Intercreditor Settlement and (ii) the Subscribing Term Lenders have received all equity interests that would otherwise have been distributed to Non-Subscribing Second Lien Term Lenders. To the extent the Second Lien Term Loan Claims are not fully satisfied thereby, the Second Lien Term Lenders shall have Deficiency Claims in the amount of \$100 million, which represents the outstanding balance of their Second Lien Term Loan Claims as of the Petition Date. After the First Lien Term Loan Claims and the Deficiency Claims of the First Lien Term Lender Parties are paid in full in Cash, the Second Lien Term Lenders shall be entitled to receive 50% of

the Net Preserved Claim Proceeds in respect of their Deficiency Claims; provided, however, that pursuant to the Committee Settlement, the Second Lien Term Lenders have agreed to waive any right to receive, on account of their Deficiency Claims (or any other portion of their Second Lien Term Loan Claims) (i) any part of the First Lien Term Lender Contribution and (ii) any proceeds of Avoidance Actions (other than fifty percent (50%) of the Net Preserved Claim Proceeds), in each case, on account of such Deficiency Claims; such Deficiency Claims will accordingly be classified as Class 7 General Unsecured Claims, but shall not be entitled to receive a Class 7 General Unsecured Claim Distribution on account of such Deficiency Claims (except, after payment in full in Cash of the Deficiency Claims of the First Lien Term Lender Parties, for fifty percent (50%) of the Net Preserved Claim Proceeds). Any Second Lien Term Loan Claims or Deficiency Claims of the Second Lien Term Lenders are subordinate to the First Lien Term Loan Claims and the Deficiency Claims of the First Lien Term Lender Parties. Accordingly, the Second Lien Term Lenders shall receive no further Distributions on account of their Second Lien Term Loan Claims or Deficiency Claims unless and until the Deficiency Claims of the First Lien Term Lender Parties are paid in full.

3. Class 3: Secured Tool Vendor Claims

Pursuant to the Tooling Order, Holders of Allowed Secured Tool Vendor Claims who elect to proceed under the Tooling Order shall receive in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Secured Tool Vendor Claims a Distribution in accordance with the procedures set forth in the Tooling Order, which procedures provide for: (i) payment to the affected Tool Vendor, (ii) payment into escrow of appropriate amounts by the affected Customer (as defined in the Tooling Order), (iii) return of the Tooling securing the Secured Tool Vendor Claim, or (iv) such other treatment as provided in the Tooling Order. Except as otherwise provided in the Tooling Order, any Holder of a Secured Tool Vendor Claim shall retain its Lien in the Tooling or the proceeds of the Tooling (by payment into escrow of an appropriate amount in accordance with the Tooling Order) to the same extent and with the same priority as such Lien held as of the Petition Date until such time as (A) the Holder of such Secured Tool Vendor Claim (i) has been paid Cash equal to the value of its Allowed Secured Tool Vendor Claim, (ii) has received a return of the Tooling securing the Secured Tool Vendor Claim or (iii) has been afforded such other treatment as provided in the Tooling Order; or (B) such purported Lien has been determined by an order of the Bankruptcy Court to be invalid or otherwise avoidable. A Holder of an Allowed Secured Tool Vendor Claim who elects not to proceed under the Tooling Order shall be entitled either to (i) the return of the Tooling securing such Secured Tool Vendor Claim or (ii) the right to pursue any other contractual, legal or equitable remedy or avenue such Tool Vendor may have concerning the Tooling.

4. Class 4: Secured Tax Claims

Except to the extent that an Allowed Secured Tax Claim has been paid prior to the Initial Distribution Date, a Holder of an Allowed Secured Tax Claim shall be entitled to receive from the Liquidating Trustee, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Secured Tax Claim, (i) deferred Cash payments over a period not exceeding five (5) years after the Petition Date in an aggregate principal amount equal to the Face Amount of such Allowed Secured Tax Claim, plus interest on the unpaid portion thereof at the rate of interest determined under applicable nonbankruptcy law as of the calendar month in which the Plan is confirmed, (ii) the Collateral securing the Secured Tax Claim, or (iii) such other less favorable treatment as to which the Debtors and/or the Liquidating Trustee and such Holder shall have agreed upon in writing. If deferred Cash payments are made to a Holder of an Allowed Secured Tax Claim, payments of principal shall be made in annual installments, each such installment amount being equal to ten percent (10%) of such Allowed Secured Tax Claim plus accrued and unpaid interest, with the first payment to be due on the first anniversary of the Initial Distribution Date, or as soon thereafter as is practicable, and subsequent payments to be due on the anniversary of the first payment date immediately following the date on which such Secured Tax Claim becomes an Allowed Secured Tax Claim, or as soon thereafter as is practicable; provided, however, that any amounts remaining unpaid on the date that is five (5) years after the Petition Date shall be paid on the first Business Day following such date, or as soon as practicable thereafter, together with any accrued and unpaid interest to the date of payment; and provided further, however, that the Liquidating Trustee shall have the right to accelerate payment of any Allowed Secured Tax Claim, or any portion or remaining balance of any Allowed Secured Tax Claim, at any time on or after the Effective Date without premium or penalty. Any Holder of a Secured Tax Claim shall retain its Lien in the Collateral or the proceeds of the Collateral (to the extent that such Collateral is sold (or deemed abandoned, with respect to Collateral in which the Holder of a Secured Tax Claim holds a first Lien) by the Debtors or the Liquidating Trustee free and clear of such Lien) to the same extent and with the same priority as such Lien held as of the Petition Date until such time as (A) the Holder of such Secured Tax Claim (i) has been paid Cash in an aggregate principal amount equal to the Face Amount of its Allowed Secured Tax Claim, (ii) has received a return of the Collateral securing the Secured Tax Claim, or (iii) has been afforded such other less favorable

treatment as to which the Liquidating Trustee and such Holder shall have agreed upon in writing; or (B) such purported Lien has been determined by an order of the Bankruptcy Court to be invalid or otherwise avoidable. To the extent that a Secured Tax Claim exceeds the value of the interest of the Estate in the property that secures the Claim, such Claim shall be deemed Disallowed pursuant to Bankruptcy Code section 502(b)(3).

5. Class 5: Miscellaneous Secured Claims

Although styled as a single class, Class 5 shall contain separate subclasses for each Miscellaneous Secured Claim. Each subclass is deemed to be a separate class for all purposes under the Bankruptcy Code. On, or as soon as reasonably practicable after the later of (a) the Initial Distribution Date or (b) the Distribution Date immediately following the date on which a Miscellaneous Secured Claim becomes an Allowed Miscellaneous Secured Claim, the Holder of such Allowed Miscellaneous Secured Claim shall receive from the Liquidating Trustee, in full satisfaction, settlement, release, and discharge of and in exchange for, such Allowed Miscellaneous Secured Claim, (i) Cash equal to the value of its Allowed Miscellaneous Secured Claim and/or (ii) the Collateral securing the Miscellaneous Secured Claim, or (iii) such other less favorable treatment as to which such Holder and the Debtors and/or the Liquidating Trustee shall have agreed upon in writing. Any Holder of a Miscellaneous Secured Claim shall retain its right of setoff or Lien in the Collateral or the proceeds of the Collateral (to the extent that such Collateral is sold (or deemed abandoned, with respect to Collateral in which the Holder of a Miscellaneous Secured Claim holds a right of setoff or first Lien) by the Debtors or the Liquidating Trustee free and clear of such right of setoff or Lien) to the same extent and with the same priority as such right of setoff or Lien held as of the Petition Date until such time as (A) the Holder of such Miscellaneous Secured Claim (i) has been paid Cash equal to the value of its Allowed Miscellaneous Secured Claim and/or (ii) has received a return of the Collateral securing the Miscellaneous Secured Claim, or (iii) has been afforded such other less favorable treatment as to which such Holder and the Liquidating Trustee shall have agreed upon in writing; or (B) such purported right of setoff or Lien has been determined by an order of the Bankruptcy Court to be invalid or otherwise avoidable. To the extent that the Holder of an Allowed Miscellaneous Secured Claim also holds an Unsecured Claim pursuant to Bankruptcy Code section 506(a) on account of such Allowed Miscellaneous Secured Claim, such Unsecured Claim constitutes a Deficiency Claim that will be separately classified as a Class 7 General Unsecured Claim.

6. Class 6: Non-Tax Priority Claims

Except to the extent that an Allowed Non-Tax Priority Claim has been paid prior to the Initial Distribution Date, a Holder of an Allowed Non-Tax Priority Claim shall be entitled to receive from the Liquidating Trustee, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Non-Tax Priority Claim, as applicable, (i) deferred Cash payments in an aggregate principal amount equal to the Face Amount of such Allowed Non-Tax Priority Claim, (ii) Cash equal to the unpaid portion of the Face Amount of such Allowed Non-Tax Priority Claim or (iii) such other less favorable treatment as to which such Holder and the Liquidating Trustee shall have agreed upon in writing. If deferred Cash payments are made to a Holder of an Allowed Non-Tax Priority Claim, payments shall be made on the third (3rd) anniversary of the Confirmation Date, or as soon thereafter as is practicable; provided, however, that the Liquidating Trustee shall have the right to accelerate payment of any Allowed Non-Tax Priority Claim, or any portion or remaining balance of any Allowed Non-Tax Priority Claim, at any time on or after the Effective Date without premium or penalty.

7. Class 7: General Unsecured Claims

On, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date, or (ii) the Distribution Date immediately following the date a General Unsecured Claim becomes an Allowed General Unsecured Claim, the Holder of such Allowed General Unsecured Claim shall, in full satisfaction, settlement, release and discharge of and in exchange for such Allowed General Unsecured Claim, receive from the Liquidating Trustee, its Pro Rata share of the Class 7 Distribution Amount. On each Distribution Date, each Holder of an Allowed General Unsecured Claim will receive its Pro Rata share of the Periodic Class 7 Distribution Amount.

C. Impaired Non-Voting Claims

1. Class 8: Intercompany Claims

On the Effective Date all Intercompany Claims shall be cancelled as worthless, and Holders of Intercompany Claims shall not be entitled to, and shall not receive or retain any property or interest in property on account of such Claims.

Class 8 is deemed to have rejected the Plan and, therefore, Holders of Class 8 Claims are not entitled to vote to accept or reject the Plan. To the extent that such Claims are not eliminated, each Debtor holding an Intercompany Claim shall be entitled to the same treatment as other Claims with the same status and/or priority.

2. Class 9: Subordinated 510(c) Claims

On the Effective Date, Holders of Subordinated 510(c) Claims shall not be entitled to, and shall not receive or retain any property under the Plan on account of such Subordinated 510(c) Claims. Class 9 is deemed to have rejected the Plan and, therefore, Holders of Subordinated 510(c) Claims are not entitled to vote to accept or reject the Plan.

3. Class 10: Subordinated 510(b) Claims

The Plan provides that on the Effective Date, Holders of Subordinated 510(b) Claims shall not be entitled to, and shall not receive or retain any property under the Plan on account of such Subordinated 510(b) Claims. Class 10 is deemed to have rejected the Plan and, therefore, Holders of Subordinated 510(b) Claims are not entitled to vote to accept or reject the Plan.

D. Impaired Interests

1. Class 11: Old Equity Interests

On the Effective Date, the Old Equity Interests, including but not limited to the Old Common Stock, shall be canceled and each Holder thereof shall not be entitled to, and shall not receive or retain any property or interest in property on account of, such Old Equity Interests. Class 11 is deemed to have rejected the Plan and, therefore, Holders of Old Equity Interests are not entitled to vote to accept or reject the Plan.

E. Special Provision Regarding Unimpaired Claims

Except as otherwise provided in the Plan, the Confirmation Order, any other order of the Court, or any document or agreement enforceable pursuant to the terms of the Plan, nothing shall affect the rights and defenses, both legal and equitable, of the Liquidating Trust or the Liquidating Trustee with respect to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses to setoffs or recoupments against Unimpaired Claims.

F. Allowed Claims

Notwithstanding any provision herein to the contrary, the Liquidating Trustee shall only make Distributions to Holders of Allowed Claims. No Holder of a Disputed Claim shall receive any Distribution on account thereof until (and then only to the extent that) its Disputed Claim becomes an Allowed Claim. The Liquidating Trustee may, in his or her discretion, withhold Distributions otherwise due hereunder to any Claimholder until the Claims Objection Deadline, to enable a timely objection thereto to be filed. Any Holder of a Claim that becomes an Allowed Claim after the Effective Date will receive its Distribution in accordance with the terms and provisions of this Plan and the Liquidating Trust Agreement.

G. Special Provisions Regarding Insured Claims

Distributions under the Plan to each Holder of an Insured Claim shall be in accordance with the treatment provided under the Plan for the Class in which such Insured Claim is classified; provided, however, that the maximum amount of any Distribution under the Plan on account of an Allowed Insured Claim shall be limited to an amount equal to: (a) the applicable deductible or self-insured retention under the relevant insurance policy minus (b) any reimbursement obligations of the Debtors to the insurance carrier for sums expended by the insurance carrier on account of such Claim (including defense costs); provided further, however, that, to the extent that a Claimholder has an Allowed Insured Claim, the amount of which exceeds the total coverage available from the relevant insurance policies of the Debtors, such Claimholder shall have an Allowed General Unsecured Claim in the amount by which such Allowed Insured Claim exceeds the coverage available from the relevant Debtors' insurance policies. Nothing in this section shall constitute a waiver of any Cause of Action the Debtors may hold against any Person, including the Debtors' insurance carriers, or is intended to, shall, or shall be deemed to preclude any Holder of an Allowed Insured Claim

from seeking and/or obtaining a distribution or other recovery from any insurer of the Debtors in addition to any Distribution such Holder may receive under the Plan; provided further, however, that the Debtors do not waive, and expressly reserve their rights to assert that any insurance coverage is property of the Estates to which they are entitled.

The Plan shall not expand the scope of, or alter in any way, the obligations of the Debtors' insurers under their policies, and the Debtors' insurers shall retain any and all defenses to coverage that such insurers may have. The Plan shall not operate as a waiver of any other Claims the Debtors' insurers have asserted or may assert in any Proof of Claim or the Debtors' rights and defenses with respect to such Proofs of Claim.

IV. ACCEPTANCE OR REJECTION OF THE PLAN

A. Impaired Classes of Claims Entitled to Vote

Subject to Article III of the Plan, only Holders of Impaired Claims in Classes 1, 2 and 7 are entitled to vote to accept or reject the Plan.

B. Acceptance by an Impaired Class

In accordance with Bankruptcy Code section 1126(c) and except as provided in Bankruptcy Code section 1126(e), an Impaired Class of Claims shall have accepted the Plan if the Plan is accepted by the holders of at least two-thirds in dollar amount and more than one-half (1/2) in number of the Allowed Claims of such Class that have timely and properly voted to accept or reject the Plan.

C. Presumed Acceptances by Unimpaired Classes

Classes 3, 4, 5 and 6 are Unimpaired by the Plan. Under Bankruptcy Code section 1126(f), such Claimholders are conclusively presumed to accept the Plan, and the votes of such Claimholders will not be solicited.

D. Classes Deemed to Reject Plan

Holders of Claims in Classes 8, 9, and 10 and Interest Holders in Class 11 are not entitled to receive or retain any property under the Plan. Under Bankruptcy Code section 1126(g), Holders of Claims in Classes 8, 9 and 10 and Holders of Interests in Class 11 are deemed to reject the Plan, and the votes of such Claimholders or Interest Holders will not be solicited.

E. Summary of Classes Voting on the Plan

As a result of the provisions of Articles II and III of this Plan, the votes of Holders of Claims in Classes 1, 2 and 7 will be solicited with respect to the Plan.

F. Confirmation Pursuant to Bankruptcy Code Section 1129(b)

Because Classes 8, 9, 10 and 11 are deemed to reject the Plan, the Plan Proponents will (i) seek confirmation of the Plan from the Court by employing the "cramdown" procedures set forth in section 1129(b) of the Bankruptcy Code and/or (ii) modify the Plan in accordance with Article XII.A hereof. The Plan Proponents reserve the right to alter, amend, modify, revoke, or withdraw the Plan, the Plan Supplement or any Plan Exhibit or schedule, including to amend or modify the Plan, the Plan Supplement or such Exhibits or schedules to satisfy the requirements of Bankruptcy Code section 1129(b), if necessary.

V. MEANS FOR IMPLEMENTATION OF THE PLAN

A. Sales and Sale-Related Settlements

This Plan completes the implementation of, and the Distribution of proceeds from, the Sales and Sale-Related Settlements and the Final DIP Order, which are incorporated herein. Nothing in the Plan or this Disclosure Statement is intended to supersede, modify or amend the terms of the Sales or Sale-Related Settlements. In the event there are

any inconsistencies between the summaries of the Sales and Sale-Related Settlements set forth herein, the terms of the Sales and Sale-Related Settlements control

B. Limited Substantive Consolidation of Class 7 Claims

Based upon the results of the Sales, the recoveries thus far achieved by the DIP Lenders and Term Lenders, and the estimation of potential recoveries from the remaining assets in the Debtors' Estates, the Plan Proponents believe that limited substantive consolidation is necessary to effectuate a meaningful distribution to Unsecured Creditors as contemplated by the Plan funding, waivers by the Secured Lender Parties and other provisions embodied in the Sale-Related Settlements and the Final DIP Order.

1. DIP Collateral and Waiver of Deficiency Claim

The DIP Lenders were granted a first Lien on the Debtors' Liquid Collateral under the Final DIP Order, as well as a first Lien on any Additional DIP Collateral. Under the Final DIP Order, the DIP Lenders also waived any Liens, security interests or rights of payment or recovery in or to (i) the proceeds of any Avoidance Actions, (ii) claims against "insiders" on account of improper or illegal distributions or dividends under the Michigan Business Corporation Act and (iii) contract claims (other than claims for accounts receivable and other amounts owing in the ordinary course of business) against any of the Participating Customers (as defined in the Final DIP Order) and commercial tort claims against any of the Participating Customers. Furthermore, pursuant to the Sale-Related Settlements, the DIP Lenders agreed to waive any Deficiency Claims arising on account of the DIP Facility Claims as described in the Funding Agreement.

2. Term Lender Parties' Collateral and Subordination of Entitlement to Certain Recoveries by Term Lender Parties

Goldman holds a first Lien on the Debtors' Fixed Collateral. The Term Lender Parties have agreed under the Committee Settlement and the Intercreditor Settlement to waive the right to receive (i) any part of the First Lien Term Lender Contribution and (ii) the proceeds of any Avoidance Actions (other than fifty percent (50%) of any Net Preserved Claim Proceeds). As a result of such waiver, the Term Lenders will not be entitled receive a Class 7 General Unsecured Claim Distribution absent payment in full of the Class 7 General Unsecured Claims except to the extent of any Net Preserved Claim Proceeds, but will nevertheless retain Deficiency Claims to the extent the Collateral is insufficient to satisfy all Allowed Term Lender Claims.

All of the Debtors' assets and rights constitute Collateral of the Term Lender Parties except for the Unencumbered Assets (the entitlement to which has been waived by the Term Lender Parties pursuant to the Sale-Related Settlements), the Liquid Collateral and the Additional DIP Collateral. Proceeds from Unencumbered Assets will be used to satisfy any Allowed Administrative Claims, then any Allowed Priority Claims, and finally any remaining Allowed General Unsecured Claims, but only to the extent not paid or required to be paid pursuant to the Funding Agreement and the Final DIP Order. Absent the Creditors' Committee's negotiation of a \$14 million carveout from the Term Lender Parties' Collateral, which carveout constitutes the First Lien Term Lender Contribution, General Unsecured Creditors would only be entitled to residual proceeds from the Unencumbered Assets and any Available Additional DIP Collateral Proceeds. Under the Plan, however, Holders of Allowed General Unsecured Claims are entitled to a Pro Rata share of the First Lien Term Loan Contribution in addition to any residual proceeds from the Unencumbered Assets and any Available Additional DIP Collateral Proceeds. The Debtors are therefore seeking consolidation of Class 7 General Unsecured Claims for voting and Distribution purposes in order to provide this Distribution to General Unsecured Creditors.

Accordingly, for the purposes of effectuating the Plan, including for purposes of voting, Confirmation and Distributions to be made under the Plan, the Debtors are seeking authority under section 105 of the Bankruptcy Code to substantively consolidate the Debtors solely with respect to Creditors who hold Class 7 General Unsecured Claims.

The Plan will serve as a motion seeking entry of an order consolidating the Debtors, as described and to the limited extent set forth above solely with respect to Class 7 General Unsecured Claims. Unless an objection to such consolidation is made in writing by any Creditor affected by the Plan, Filed with the Bankruptcy Court and served on the parties listed in [Section Article XII.G](#) of the Plan on or before five days before either the Voting Deadline or such other date as may be fixed by the Bankruptcy Court, the consolidation order (which may be the Confirmation Order)

may be entered by the Bankruptcy Court. In the event any such objections are timely Filed, a hearing with respect thereto will occur at or before the Confirmation Hearing.

Such consolidation (other than for the purpose of effectuating the Plan) will not affect: (1) the legal and corporate structures of the Debtors; (2) pre- and post-Effective Date guarantees, liens and security interests that are required to be maintained (a) in connection with contracts or leases that were entered into during the Chapter 11 Cases or executory contracts and unexpired leases that have been or will be assumed or (b) pursuant to the Plan; (3) Subsidiary Interests between and among the Debtors; (4) distributions from any insurance policies or proceeds of such policies; and (5) the vesting of assets in the Liquidating Trust pursuant to Section V.F of the Plan.

If, however, limited substantive consolidation of the Debtors solely with respect to Class 7 General Unsecured Claims is not approved, the First Lien Term Lender Contribution, together with the residual proceeds, if any, from Unencumbered Assets and Available Additional DIP Collateral Proceeds, shall be made available to the Creditors' Committee for allocation among each of the Debtors to fund Distributions to the Holders of Allowed General Unsecured Claims of each Debtor.

C. Corporate Action

1. Transfer of Assets to Liquidating Trust

Upon the Effective Date, any and all remaining assets of the Debtors and their Estates, including (a) all Unencumbered Assets and (b) all Cash, shall be transferred to, and vest in, the Liquidating Trust, as set forth in the Liquidating Trust Agreement, subject to any Lien that is not waived, released or discharged on the Effective Date of the Plan. All such assets shall constitute the "Trust Estate", subject to those Liens. For all U.S. federal income tax purposes, all parties must treat the transfer of such assets to the Liquidating Trust as a transfer of such assets to the beneficiaries of the Liquidating Trust followed by a transfer of such assets by such beneficiaries to the Liquidating Trust, with the beneficiaries being treated as the grantors and owners of the Liquidating Trust. Accordingly, because a grantor trust is treated as a pass-through entity for U.S. federal income tax purposes, generally no tax should be imposed on the Liquidating Trust as a result of the transfer of assets thereto nor on income earned or gain recognized by the Liquidating Trust. Instead, the beneficiaries of the Liquidating Trust may be taxed on their allocable share of such net income or gain in each taxable year of the Liquidating Trust, and will be responsible for paying the taxes associated with such income or gain whether or not they received any distributions from the Liquidating Trust in such taxable year. See Disclosure Statement Section X.B.

2. Dissolution of PEPI and Subsidiary Debtors

~~Upon~~On the Effective Date, or as soon thereafter as ~~the Liquidating Trustee determines is appropriate~~is practicable, PEPI and the Subsidiary Debtors shall be dissolved in accordance with the Michigan Business Corporation Act or other applicable governing law. The Debtors' remaining officers and directors shall be deemed to have resigned upon the Effective Date, or as soon thereafter as the dissolution of PEPI and the Subsidiary Debtors may be effected in accordance with the Michigan Business Corporation Act; provided, however, that such resignations shall not be effective until such officers and directors have discharged all remaining responsibilities with respect to the dissolution of the Debtors in accordance with applicable state and federal law. If necessary or appropriate, the Liquidating Trustee shall file a certificate of dissolution for PEPI and/or the Subsidiary Debtors and shall take all other actions necessary or appropriate to effect the dissolution of PEPI and the Subsidiary Debtors under applicable state law.

3. Post-Effective Date Professional Fees, Final Fee Applications

The Professionals employed by the Debtors or the Creditors' Committee shall be entitled to reasonable compensation and reimbursement of actual, necessary expenses for post-Effective Date activities, including the preparation, filing, and prosecution of final fee applications, upon the submission of invoices to the Liquidating Trustee. Any time or expenses incurred in the preparation, filing, and prosecution of final fee applications shall be disclosed by each Professional in its final fee application and shall be subject to approval of the Bankruptcy Court.

4. Legal Representation of the Debtors After the Effective Date

Upon the Effective Date, the attorney-client relationship between the Debtors and their current counsel, Skadden, Arps, Slate, Meagher & Flom LLP and Allard & Fish, P.C. shall be deemed terminated. Subject only to the applicable

ethical rules governing attorneys, their receipt of confidential information and their relationship with former clients, current counsel for the Debtors shall not be precluded from representing any party in any action that might be brought by or against the Liquidating Trust, and/or the Liquidating Trustee.

In addition, upon the Effective Date, the Liquidating Trust and the Liquidating Trustee shall succeed to the attorney-client privilege formerly held by the Debtors. Accordingly, to the extent that documents are requested from current counsel to the Debtors by any Person, after the Effective Date, only the Liquidating Trust and the Liquidating Trustee shall have the ability to waive such attorney-client privilege. In addition, current counsel to the Debtors shall have no obligation to produce any documents currently in their possession as a result of or arising in any way out of their representation of the Debtors unless (i) the Person requesting such documents serves their request on the Liquidating Trust, and/or the Liquidating Trustee; (ii) the Liquidating Trust and/or the Liquidating Trustee consent in writing to such production and any waiver of the attorney-client privilege such production might cause; and (iii) the Liquidating Trust, the Liquidating Trustee, or the Person requesting such production, agree to pay the reasonable costs and expenses incurred by current counsel for the Debtors in connection with such production. Upon the third (3rd) anniversary of the termination of the Liquidating Trust Agreement and the dissolution of Liquidating Trust, any and all documents in the possession of the Debtors' current counsel as a result of or arising in any way out of their representation of the Debtors, shall be deemed destroyed and no Person shall be entitled to obtain such documents.

5. Cancellation of Existing Securities and Agreements

Except as otherwise provided in the Plan, and in any contract, instrument or other agreement or document created in connection with the Plan, on the Effective Date and concurrently with the applicable Distributions made pursuant to Article III hereof, the Old Common Stock and any other promissory notes, share certificates, whether for preferred or common stock (including treasury stock), other instruments evidencing any Claims or Interests, other than a Claim that is being Reinstated and rendered unimpaired, and all options, warrants, calls, rights, puts, awards, commitments, or any other agreements of any character to acquire such Interests shall be deemed canceled and of no further force and effect, without any further act or action under any applicable agreement, law, regulation, order, or rule, and the obligations of the Debtors under the notes, share certificates, and other agreements and instruments governing such Claims and Interests shall be discharged; provided, however, that certain instruments, documents, and credit agreements related to Claims shall continue in effect solely for the purposes of allowing the agents to make distributions to the lenders thereunder and the Liens of the Term Lender Parties on the Residual Assets and the Liens of the DIP Lenders on the Liquid Collateral and the Additional DIP Collateral shall remain in effect. Without limiting the foregoing, the Term Loan Facilities shall continue in effect for the purposes of (a) permitting the agents and arrangers thereunder to make distributions on account of the First Lien Term Loan Claims and Second Lien Term Loan Claims and (b) retaining any and all rights and claims of the agents and the arrangers thereunder against the Term Lenders. The holders of or parties to such canceled notes, share certificates and other agreements and instruments shall have no rights arising from or relating to such notes, share certificates and other agreements and instruments or the cancellation thereof, except the rights provided pursuant to the Plan.

6. No Further Action

Each of the matters provided for under the Plan involving the corporate or limited liability company structure of the Debtors or corporate or limited liability company action to be taken by or required of the Debtors shall, as of the Effective Date, be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement of further action by any Person, including but not limited to, the Liquidating Trust, Holders of Claims or Interests against or in the Debtors, or directors or officers of the Debtors.

7. Effectuating Documents; Further Transactions

The Liquidating Trustee shall be authorized to execute, deliver, file or record such contracts, instruments, releases, indentures and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

D. Sources for Plan Distribution

All Cash necessary for the Debtors or the Liquidating Trustee to make payments of Cash pursuant to the Plan shall be obtained from the following sources: (a) the Debtors' Cash on hand, (b) the proceeds of the Sales and Sale-Related Settlements, (c) Cash received in liquidation of the Unencumbered Assets of the Debtors (which include expected

Avoidance Action recoveries and offsets estimated between \$5 and \$30 million), and (d) the Available Additional DIP Collateral Proceeds. In no event, however, shall the DIP Lenders be obligated to fund, or otherwise make Cash available to fund, any amounts in excess of the amounts required by the Final DIP Order or Funding Agreement or on terms different from the terms set forth in the Final DIP Order and Funding Agreement, or as the DIP Lenders may otherwise agree, from time to time, in writing.

E. Funding of Reserves

1. Professional Fee Reserve

On or before the Effective Date, the Debtors shall fund the Professional Fee Reserve in the amount of the aggregate Professional Fee Estimate and in accordance with the terms of the Final DIP Order and the Funding Agreement, which provide that the funds for all Professional Fees paid or to be paid will come from the carve-out and surcharge of the Collateral of the DIP Lenders and the Term Lender Parties. The Liquidating Trustee shall (i) segregate and shall not commingle the Cash held therein and (ii) subject to the terms and conditions of the Liquidating Trust Agreement, the Funding Agreement and the Final DIP Order, pay each Allowed Professional Fee Claim from the Professional Fee Reserve upon entry of a Final Order allowing such Claim.

In the event that Cash remains in the Professional Fee Reserve after payment of all Allowed Professional Fee Claims, such residual Cash shall be (i) used to fund the Administrative Claims Reserve to the extent a shortfall exists in such Reserve to pay Allowed Claims, or, if residual Cash remains in the Administrative Claims Reserve following payment of all Allowed Claims thereunder, (ii) returned to Goldman and the Major Customers, all in accordance with the terms of the Plan, the Liquidating Trust Agreement, the Funding Agreement and the Final DIP Order.

The Liquidating Trustee shall not be permitted to distribute any of the Professional Fee Reserve to any Person other than a Professional entitled to payment from the Professional Fee Reserve (and then such payment shall only be permitted in accordance with the terms of the Plan, the Final DIP Order and the Funding Agreement) unless and until all Allowed Professional Fee Claims have been paid in full and all other Professional Fee Claims have been Disallowed or otherwise resolved. Pursuant to the Final DIP Order and the Prior DIP Financing Orders (as defined in the Final DIP Order), amounts distributed by the Liquidating Trustee on account of Allowed Professional Fee Claims shall be deemed to be a surcharge on the Secured Lender Parties' Collateral up to the amount of the Fee Escrow as defined and set forth therein. Any amounts distributed by the Liquidating Trustee on account of Allowed Professional Fee Claims accrued, paid during the Chapter 11 Cases and/or paid prior to the Effective Date in excess of the Fee Escrow shall be deemed to be a surcharge on the Secured Lender Parties' Collateral and Deficiency Claims and accordingly not subject to disgorgement.

2. Lease Reserve

On or before the Effective Date, the Debtors shall fund the Lease Reserve in the amount of the Remaining Lease Balance and in accordance with the terms of the Final DIP Order and the Funding Agreement. The Liquidating Trustee shall (i) segregate and shall not commingle the Cash held therein and (ii) subject to the terms and conditions of the Liquidating Trust Agreement, the Funding Agreement and the Final DIP Order, pay each Allowed Base Rent Lease Claim, upon entry of a Final Order allowing such Claim.

In the event that Cash remains in the Lease Reserve after payment of all Allowed Base Rent Lease Claims, such residual Cash shall be used to pay each Allowed Lease Claim other than Allowed Base Rent Lease Claims, upon entry of a Final Order allowing each such Lease Claim. In the event that Cash remains in the Lease Reserve after payment of all Allowed Lease Claims, such residual Cash shall be (i) used to fund the Administrative Claims Reserve to the extent a shortfall exists in such Reserve to pay Allowed Claims, or, if residual Cash remains in the Administrative Claims Reserve following payment of all Allowed Claims thereunder, (ii) returned to Goldman and the Major Customers, all in accordance with the terms of the Plan, the Liquidating Trust Agreement, the Funding Agreement and the Final DIP Order.

In the event that the Remaining Lease Balance is insufficient to pay all Allowed Lease Claims, each unpaid Allowed Lease Claim, or portion thereof, shall be treated as an Allowed Administrative Claim to be paid from the Administrative Claims Reserve.

The Liquidating Trustee shall not be permitted to distribute any of the Lease Reserve to any Person other than a Person entitled to payment from the Lease Reserve (and then such payment shall be permitted in accordance with the terms of the Plan, the Final DIP Order and the Funding Agreement) unless and until all Allowed Lease Claims have been paid in full and all other Lease Claims have been Disallowed or otherwise resolved.

3. 503(b)(9) Claims Reserve

On or before the Effective Date, the Debtors shall fund the 503(b)(9) Claims Reserve with the 503(b)(9) Claims Escrow Amount and in accordance with the terms of the Funding Agreement. The Liquidating Trustee shall (i) segregate and shall not commingle the Cash held therein and (ii) subject to the terms and conditions of the Liquidating Trust Agreement and the Funding Agreement, pay each 503(b)(9) Claim (A) pursuant to any compromise and settlement of such 503(b)(9) Claim agreed to between the Holder of such Claim and the Liquidating Trustee, with the consent of the Major Customers, the Steering Committee and Goldman, as provided in the Funding Agreement, or (B) upon entry of a Final Order allowing such Claim.

In the event that Cash remains in the 503(b)(9) Claims Reserve after payment of all Allowed 503(b)(9) Claims, such residual Cash shall be returned to Goldman and the Major Customers in accordance with the terms of the Plan, the Liquidating Trust Agreement and the Funding Agreement.

The Liquidating Trustee shall not be permitted to distribute any of the 503(b)(9) Claims Reserve to any Person other than a Person entitled to payment from the 503(b)(9) Claims Reserve (and then such payment shall be permitted in accordance with the terms of the Plan and the Funding Agreement) unless and until all Allowed 503(b)(9) Claims have been paid in full and all other 503(b)(9) Claims have been Disallowed or otherwise resolved.

4. Administrative Claims Reserve

On or before the Effective Date, the Debtors shall fund the Administrative Claims Reserve with any and all of the Debtors' excess Cash on hand, including proceeds from Unencumbered Assets and any Available Additional DIP Collateral Proceeds, and in accordance with the terms of the Final DIP Order and the Funding Agreement. The Liquidating Trustee shall (i) segregate and shall not commingle the Cash held therein and (ii) subject to the terms and conditions of the Liquidating Trust Agreement, the Final DIP Order and the Funding Agreement, pay each Allowed Administrative Claim, upon entry of a Final Order allowing such Claim.

In the event that Cash remains in the Administrative Claims Reserve after payment of all Allowed Administrative Claims, such residual Cash shall be (i) used to fund the Professional Fee Reserve to the extent a shortfall exists in such Reserve to pay Allowed Claims, or, if residual Cash remains in the Professional Fee Reserve following payment of all Allowed Claims thereunder, (ii) returned to Goldman and the Major Customers, all in accordance with the terms of the Plan, the Liquidating Trust Agreement, the Funding Agreement and the Final DIP Order; provided, however, that to the extent unused proceeds from Unencumbered Assets or Available Additional DIP Collateral Proceeds remain in the Administrative Claims Reserve following the payment of all Allowed Administrative Claims, such proceeds shall be applied to pay other Allowed Claims and/or fund other Reserves in accordance with the Plan and the priority scheme set forth in the Bankruptcy Code.

The Liquidating Trustee shall not be permitted to distribute any of the Administrative Claims Reserve to any Person other than a Person entitled to payment from the Administrative Claims Reserve (and then such payment shall be permitted in accordance with the terms of the Plan, the Final DIP Order and the Funding Agreement) unless and until all Allowed Administrative Claims have been paid in full and all other Administrative Claims have been Disallowed or otherwise resolved.

5. Liquidation Reserve

On or before the Effective Date, the Debtors shall fund the Liquidation Reserve with the First Lien Term Lender Contribution in accordance with the terms of the Committee Settlement. The Liquidation Reserve shall also be funded by the residual proceeds, if any, from Unencumbered Assets and Available Additional DIP Collateral Proceeds to the extent necessary to allow payment of all Allowed General Unsecured Claims, provided, however, that such proceeds are first applied to pay Allowed Administrative Claims and Allowed Priority Claims in accordance with the Plan and the priority scheme set forth in the Bankruptcy Code. The Liquidating Trustee shall (i) segregate and shall not commingle the Cash held therein and (ii) subject to the terms and conditions of the Liquidating Trust Agreement and

the Committee Settlement, pay each Allowed General Unsecured Claim upon entry of a Final Order allowing such Claim.

The Liquidating Trustee shall not be permitted to distribute any of the Liquidation Reserve to any Person other than a Person entitled to payment from the Liquidation Reserve (and then such payment shall be permitted in accordance with the terms of the Plan and the Committee Settlement) unless and until all Allowed General Unsecured Claims have been paid in full and all other General Unsecured Claims have been Disallowed or otherwise resolved.

6. Liquidating Trust Operating Reserve

On or before the Effective Date, the Debtors shall fund the Liquidating Trust Operating Reserve in an amount deemed by the Debtors to be sufficient to pay the fees and expenses of the Liquidating Trustee and the Liquidating Trustee Professionals, in light of any anticipated recovery from the liquidation of the Unencumbered Assets. The Liquidating Trustee shall be permitted, but not required, from time to time, to deposit Available Cash into the Liquidating Trust Operating Reserve to fund, among other things, the fees and expenses of the Liquidating Trustee and the Liquidating Trustee Professionals, as set forth more fully in the Liquidating Trust Agreement.

F. Liquidating Trust

1. Establishment of the Liquidating Trust

The Liquidating Trust shall be established and shall become effective on the Effective Date. The Liquidating Trust shall be deemed to be a "liquidation trust" within the meaning of the Committee Settlement for purposes of receiving and holding (i) the First Lien Term Lender Contribution, (ii) the proceeds of the Unencumbered Assets (subject to the prior satisfaction of all Allowed Priority Claims) and (iii) any Available Additional DIP Collateral Proceeds for the benefit of Class 7 General Unsecured Creditors. All Distributions to the Holders of Allowed Claims shall be from the Liquidating Trust. The Liquidating Trust shall hold and administer the following assets and the Net Proceeds thereof (collectively, the "Liquidating Trust Assets"):

- (a) The Unencumbered Assets for liquidation and distribution in accordance with the Plan;
- (b) the Reserves, which shall not constitute part of the res of the Liquidating Trust, but which shall be held separate by the Liquidating Trustee, to be administered in accordance with the Plan; and
- (c) all other property of the Debtors and the Estates, and each of them, which shall be deemed assigned by the Debtor to the Liquidating Trust on the Effective Date for liquidation and distribution in accordance with the Plan.

2. Trust Distributions

Following the funding of the Reserves, the Liquidating Trustee shall liquidate all assets of the Debtors and the Estates (including, without limitation, all Causes of Action and all Unencumbered Assets) and distribute the Net Proceeds of such liquidation from the Liquidating Trust in accordance with this Plan, the Liquidating Trust Agreement, the Final DIP Order and the Sale-Related Settlements.

3. Duration of Trust

The Liquidating Trust shall continue to exist until such time as (a) the Bankruptcy Court has entered a Final Order closing the Chapter 11 Cases pursuant to Bankruptcy Code section 350(a) and (b) the Liquidating Trustee has administered all assets of the Liquidating Trust and performed all other duties required by the Plan and the Liquidating Trust Agreement. As soon as practicable after the Final Trust Distribution Date, the Liquidating Trustee shall seek entry of a Final Order closing the Chapter 11 Cases pursuant to Bankruptcy Code section 350.

4. Liquidation of Avoidance Actions

Except with respect to 503(b)(9) Claims or Avoidance Actions concerning Persons who have also asserted 503(b)(9) Claims that have not been Allowed or Disallowed, the Liquidating Trustee shall have sole authority and responsibility for investigating, analyzing, commencing, prosecuting, litigating, compromising, collecting, and otherwise administering the Avoidance Actions.

5. Liquidating Trustee

(a) Appointment

The Liquidating Trustee shall be an Entity selected by the Plan Proponents, with the consent of Goldman, the Steering Committee and the Major Customers, which consent shall not be unreasonably withheld, and designated in the Confirmation Order. The appointment of the Liquidating Trustee shall be effective as of the Effective Date. Successor Liquidating Trustee(s) shall be appointed with the consent of Goldman, the Steering Committee, the Major Customers and the Post-Effective Date Committee, which consent shall not be unreasonably withheld, as set forth in the Liquidating Trust Agreement.

(b) Term

Unless the Liquidating Trustee resigns, dies earlier or is otherwise removed in accordance with the Liquidating Trust Agreement, the Liquidating Trustee's term shall expire upon termination of the Liquidating Trust pursuant to the Plan and/or the Liquidating Trust Agreement.

(c) Powers and Duties

The Liquidating Trustee shall have the rights and powers set forth in the Liquidating Trust Agreement including, but not limited to, the powers of a debtor-in-possession under Bankruptcy Code sections 1107 and 1108; provided, however, the Liquidating Trustee shall have no authority to operate the Debtors' businesses. The Liquidating Trustee shall be governed in all things by the terms of the Liquidating Trust Agreement and the Plan. The Liquidating Trustee shall administer the Liquidating Trust, and its assets, and make Distributions from the proceeds of the Liquidating Trust in accordance with the Plan. In addition, the Liquidating Trustee shall, in accordance with the terms of the Plan, take all actions necessary to wind down the affairs of the Debtors consistent with the Plan and applicable non-bankruptcy law. Without limitation, the Liquidating Trustee shall (a) file final federal, state, and, to the extent applicable, local, tax returns and (b) dissolve each of the Debtors in accordance with the Plan. The Liquidating Trustee shall be authorized, empowered and directed to take all actions necessary to comply with the Plan and exercise and fulfill the duties and obligations arising thereunder, including, without limitation, to:

(i) employ, retain, and replace one or more attorneys, accountants, auctioneers, brokers, managers, consultants, other professionals, agents, investigators, expert witnesses, consultants, and advisors as necessary to discharge the duties of the Liquidating Trustee under the Plan and the Liquidating Trust Agreement;

(ii) object to the allowance of Claims pursuant to the terms of the Plan;

(iii) establish the Reserves and open, maintain and administer bank accounts as necessary to discharge the duties of the Liquidating Trustee under the Plan and the Liquidating Trust Agreement;

(iv) pay reasonable and necessary professional fees, costs, and expenses as set forth in the Plan;

(v) except to the extent waived, released and discharged under Article X of the Plan, the Sale-Related Settlements, the Final DIP Order or any other order previously entered by the Bankruptcy Court, investigate, analyze, commence, prosecute, litigate,

compromise, and otherwise administer the Causes of Action and the Avoidance Actions and all related Liens for the benefit of the Liquidating Trust and its beneficiaries, as set forth in the Plan and the Final DIP Order, and take all other necessary and appropriate steps to collect, recover, settle, liquidate, or otherwise reduce to Cash the Causes of Action and the Avoidance Actions, including all receivables, and to negotiate and effect settlements and lien releases with respect to all related Claims and all related Liens, provided, however, that any compromise or settlement with respect to 503(b)(9) Claims or Avoidance Actions or Causes of Action concerning Persons who have also asserted 503(b)(9) Claims shall be subject to the prior written consent of the Post-Effective Date Committee, Major Customers, the Steering Committee and the First Lien Agent or, if unanimous consent cannot be obtained, further order of the Bankruptcy Court.

(vi) subject to the rights of Holders of Allowed DIP Facility Claims provided for in Article III.A.1 of the Plan, administer, sell, liquidate, or otherwise dispose of all Collateral, Unencumbered Assets, Available Additional DIP Collateral Proceeds and all other assets of the Estates in accordance with the terms of the Plan (subject, with respect to the Residual Assets, to the consent, payment and other rights set forth herein and subject, with respect to the Liquid Collateral and the Additional DIP Collateral, to the consent of the DIP Lenders);

(vii) represent the Estates before the Bankruptcy Court and other courts of competent jurisdiction with respect to matters concerning the Liquidating Trust;

(viii) seek the examination of any Entity under and subject to the provisions of Bankruptcy Rule 2004;

(ix) comply with applicable orders of the Bankruptcy Court and any other court of competent jurisdiction over the matters set forth herein;

(x) comply with all applicable laws and regulations concerning the matters set forth herein;

(xi) exercise such other powers as may be vested in the Liquidating Trust pursuant to the Liquidating Trust Agreement, the Plan, or other Final Orders of the Bankruptcy Court; and

(xii) execute any documents, instruments, contracts, and agreements necessary and appropriate to carry out the powers and duties of the Liquidating Trust.

(d) Fees and Expenses

Except as otherwise provided in the Plan, compensation of the Liquidating Trustee and the costs and expenses of the Liquidating Trustee and the Liquidating Trust (including, without limitation, professional fees and expenses) shall be paid (i) to the extent related to the administration, preservation, maintenance or liquidation of Collateral, from the Net Proceeds of the liquidation of such Collateral; (ii) to the extent related to the administration or liquidation of the Unencumbered Assets, from the Net Proceeds of the Unencumbered Assets; and (iii) from the Liquidating Trust Operating Reserve. The reasonable fees and expenses of the Liquidating Trustee or the Liquidating Trustee Professionals shall be paid as necessary to discharge the Liquidating Trustee's duties under the Plan and the Liquidating Trust Agreement, which payments shall be made on ten (10) days' prior written notice to the Post-Effective Date Committee and, to the extent the fees and disbursements are proposed to be paid from the Liquid Collateral or Additional DIP Collateral pursuant to (i) above, the DIP Lenders, but shall not require an order of the Bankruptcy Court approving such payments. In the event of a dispute with respect to the fees and expenses of the Liquidating Trustee or the Liquidating Trustee's Professionals, the undisputed portion of such fees and expenses may be paid pending the resolution of the disputed portion of such fees and expenses, which payment shall not require an order of the Bankruptcy Court approving such payment. The Liquidating Trustee is entitled to deduct all fees and expenses reasonably incurred by the Liquidating Trustee and/or the Liquidating Trustee Professionals in administering, preserving, maintaining or liquidating Collateral (other than Liquid Collateral or Additional DIP Collateral) or Unencumbered Assets from the proceeds of such Collateral or Unencumbered Assets prior to making any Distribution of such proceeds under the Plan.

(e) Retention of Professionals and Compensation Procedure

On and after the Effective Date, the Liquidating Trustee may engage such professionals and experts as may be deemed necessary and appropriate by the Liquidating Trustee to assist the Liquidating Trustee in carrying out the provisions of the Plan and the Liquidating Trust Agreement. For services performed from and after the Effective Date, Liquidating Trustee Professionals shall receive compensation and reimbursement of expenses in a manner to be determined by the Liquidating Trustee. It is expected that the Liquidating Trustee will engage Clark Hill, Allard & Fish and Skadden, Arps as Liquidating Trustee Professionals, with primary responsibility for the prosecution of Avoidance Actions and Class 7 General Unsecured Claims resolution and objections to be allocated among the Liquidating Trustee Professionals.

(f) Claims Resolution and Compromise

Except with respect to 503(b)(9) Claims or Avoidance Actions or Causes of Action concerning Entities who have also asserted 503(b)(9) Claims, as of the Effective Date the Liquidating Trustee is authorized to approve compromises of all Claims, Disputed Claims, and Liens pursuant to Bankruptcy Rule 9019(b), the Plan and the Liquidating Trust Agreement, and to execute necessary documents, including Lien releases (subject to the written consent of the party having such Lien) and stipulations of settlement or release, without further order of the Bankruptcy Court, but subject to the notice provisions herein.

The Liquidating Trustee is authorized to prosecute objections to 503(b)(9) Claims or prosecute Avoidance Actions or Causes of Action concerning Entities who have also asserted 503(b)(9) Claims and to enter into settlements seeking allowance of 503(b)(9) Claims subject to the prior written consent of Goldman, the Major Customers, the Steering Committee and the Post-Effective Date Committee or, if unanimous consent cannot be obtained, further order of the Bankruptcy Court.

(g) Vesting of Assets

On the Effective Date, and subject to the applicable provisions of the Plan, the Sale Orders and respective Asset Purchase Agreements, all property treated by the Plan, any minutes, and general corporate records of the Debtors, and any books and records relating to the foregoing not otherwise treated by the Plan, shall vest in the Liquidating Trust free and clear of all Liens, Claims, encumbrances, and other interests and shall thereafter be administered, liquidated by sale, collection, recovery, or other disposition and distributed by the Liquidating Trust in accordance with the terms of the Liquidating Trust Agreement and the Plan; provided, however, that the ~~Residual Assets shall remain subject to the Liens of the First Lien Term Lender Parties and the~~ Liquid Collateral and Additional DIP Collateral shall remain subject to the Liens of the DIP Lenders, and the Residual Assets shall vest in the Term Lender Liquidating LLC pursuant to Article V.F.5(h) below.

(h) Term Lender Liquidating LLC

On or before the Effective Date, the Liquidating Trustee shall form the Term Lender Liquidating LLC for the purpose of preserving and liquidating the Residual Assets for the benefit of the First Lien Term Lender Parties and for holding the Term Lenders' beneficial interest in the Liquidating Trust. The Liquidating Trustee shall serve as manager of the Term Lender Liquidating LLC in accordance with the limited liability company agreement attached to the Liquidating Trust Agreement as Exhibit A (the "Liquidating LLC Agreement"). On the Effective Date, all right, title and interest in, to and under the Residual Assets shall vest in the Term Lender Liquidating LLC, and the Term Lender Liquidating LLC, which Residual Assets shall remain subject to the Lien of the First Lien Agent for the benefit of the First Lien Term Lender Parties and the Term Lender Liquidating LLC shall be deemed the Liquidating Trust Beneficiary for the First Lien Term Lender Parties and the Second Lien Term Lenders. On the Effective Date, each of the First Lien Term Lenders shall (i) be admitted as a Class A Member (as defined in the Liquidating LLC Agreement) of the Term Lender Liquidating LLC, (ii) become bound by the Liquidating LLC Agreement, and (iii) receive a Class A Interest (as defined in the Liquidating LLC Agreement) conferring membership in the Term Lender Liquidating LLC and representing the rights conferred on such holder under the Plan. On the Effective Date, each of the Second Lien Term Lenders shall (i) be admitted as a Class B Member (as defined in the Liquidating LLC Agreement) of the Term Lender Liquidating LLC, (ii) become bound by the Liquidating LLC Agreement, and (iii) receive a Class B Interest (as defined in the Liquidating LLC Agreement) conferring membership in the Term Lender Liquidating LLC and representing the rights conferred on such holder under the Plan.

G. No Revesting of Assets in the Debtors

The property of the Debtors' Estates shall not be vested in the Debtors on or following the Effective Date, but shall be vested in the Liquidating Trust and continue to be subject to the jurisdiction of the Bankruptcy Court following Confirmation of the Plan until such property is distributed to Holders of Allowed Claims in accordance with the provisions of the Plan, the Liquidating Trust Agreement, and the Confirmation Order. From and after the Effective Date, all such property shall be distributed in accordance with the provisions of the Plan, the Liquidating Trust Agreement, and the Confirmation Order. The Liquidating Trustee may, however, subject to the terms and conditions of the Liquidating Trust Agreement and the Plan, pay fees and expenses that he or she incurs after the Effective Date for the retention of Liquidating Trust Professionals, without application to or approval by the Bankruptcy Court but otherwise subject to the terms of this Plan.

H. Accounts and Reserves

The Debtors or the Liquidating Trustee shall (a) establish one or more general accounts into which shall be deposited all funds not required to be deposited into any other account or Reserve and (b) create, fund, and withdraw funds from, as appropriate, the Reserves and such other accounts maintained or established by the Liquidating Trustee.

I. Release of Liens

Except as otherwise provided in [the Tooling Order](#), the Sale Orders, the Asset Purchase Agreements, the Sale-Related Settlements, the Final DIP Order, the Plan, the Confirmation Order, or in any document, instrument, or other agreement created in connection with the Plan, on the Effective Date, all mortgages, deeds of trust, liens, or other security interests against the property of the Estates shall be released; provided, however, that the Residual Assets shall remain subject to the Liens of the Term Lender Parties and the Liquid Collateral and Additional DIP Collateral shall remain subject to the Liens of the DIP Lenders.

J. Exemption from Certain Transfer Taxes

Pursuant to Bankruptcy Code section 1146(a), any transfers from any of the Debtors to the Liquidating Trust or to any other Person pursuant to the Plan in the United States shall not be subject to any stamp tax or similar tax, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

K. Preservation and Settlement of Causes of Action and Avoidance Actions

1. Preservation of Causes of Action and Avoidance Actions

In accordance with Bankruptcy Code section 1123(b)(3) and except as otherwise provided in the Final DIP Order, the Sale Orders, the Sale-Related Settlements, the Plan or the Confirmation Order, the Liquidating Trust shall retain all of the Causes of Action and Avoidance Actions, a nonexclusive list will be set forth in the Plan Supplement, and other similar claims arising under applicable state laws or the Bankruptcy Code. The Liquidating Trustee and the Liquidating Trust may, in accordance with the Liquidating Trust Agreement, enforce, sue on, settle or compromise (or decline to do any of the foregoing) any or all of the Causes of Action and Avoidance Actions, except with respect to those Causes of Action or Avoidance Actions that relate to the prosecution or settlement of 503(b)(9) Claims, which are subject to the agreement and/or consent of the Post-Effective Date Committee, the Steering Committee, the Major Customers and the First Lien Agent [or, if unanimous consent cannot be obtained, further order of the Bankruptcy Court](#).

The Plan Proponents have not conducted an investigation into the Causes of Action or Avoidance Actions. Accordingly, in considering the Plan, each party in interest should understand that any and all Causes of Action and Avoidance Actions that may exist against such Entity may be pursued by the Liquidating Trust and/or the Liquidating Trustee, regardless of whether, or the manner in which, such Causes of Action or Avoidance Actions are listed on Exhibit C to this Plan or described herein. The failure of the Plan Proponents to list a claim, right, cause of action, suit or proceeding on Exhibit C shall not constitute a waiver or release by the Debtors or their Estates of such claim, right of action, suit or proceeding. Such Causes of Action and Avoidance Actions shall survive entry of the Confirmation

Order for the benefit of the Debtors and their Estates, and, upon the Effective Date, for the benefit of the Liquidating Trust.

2. Settlement of Causes of Action and Avoidance Actions

At any time after the Confirmation Date but before the Effective Date, notwithstanding anything in the Plan to the contrary, the Debtors may settle some or all of the Causes of Action and Avoidance Actions (except those relating to 503(b)(9) Claims or concerning Entities who have also asserted 503(b)(9) Claims that have not been Allowed or Disallowed) pursuant to Bankruptcy Rule 9019 with the approval of the Court and upon notice to the Creditors' Committee. After the Effective Date, the Liquidating Trust and/or the Liquidating Trustee, in accordance with the terms of the Plan and the Liquidating Trust Agreement, will determine whether to bring, settle, release, compromise, enforce or abandon such rights (or decline to do any of the foregoing) in accordance with the procedures and notice provisions set forth in Article V.F.5(f) of the Plan and, with respect to 503(b)(9) Claims or concerning Entities who have also asserted 503(b)(9) Claims that have not been Allowed or Disallowed, subject to the agreement and/or consent of the Post-Effective Date Committee, the Steering Committee, the Major Customers and the First Lien Agent.

3. Plan Supplement

The Debtors will file the Plan Supplement with the Clerk of the Bankruptcy Court at least five (5) business days prior to the Voting Deadline or by such later date as may be established by order of the Bankruptcy Court. Upon such filing, all documents included in the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal business hours. Holders of Claims or Interests may obtain a copy of any document included in the Plan Supplement upon written request to the Debtors in accordance with Section XII.G of the Plan.

The Plan Supplement will include drafts of the Liquidating Trust Agreement, the non-exclusive list of Causes of Action and Avoidance Actions, the list of assumed agreements and the Section 502(d) Objection Notice.

***L.* Effectuating Documents; Further Transactions**

The Liquidating Trust and/or the Liquidating Trustee, subject to the terms and conditions of the Liquidating Trust Agreement, shall be authorized to execute, deliver, file or record such contracts, instruments, releases, indentures and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan that are not inconsistent with the other terms and conditions of the Plan.

***M.* Preservation and Sale of Residual Assets**

The Liquidating Trustee shall not sell any of the Residual Assets without the prior written consent of Goldman and the Steering Committee, which consent shall not be unreasonably withheld. The Liquidating Trustee shall distribute proceeds from the sale of the Residual Assets to Goldman for the benefit of the First Lien Term Lender Parties; provided, however, that the Liquidating Trustee shall be entitled to reduce the proceeds of Residual Assets remaining in the Estates after October 31, 2008 by an amount equal to direct ~~and indirect~~ out-of-pocket third party costs and expenses incurred by the Debtors' Estates or the Liquidating Trust in connection with preserving, maintaining and/or selling such Residual Assets.

***N.* Orders Relating to Tooling**

Nothing in the Plan is intended to modify, amend, replace or supplement any prior orders of the Court concerning Tooling, including the terms and obligations of any stipulations as approved by Court Order, which stipulations shall continue in existence and be fully enforceable by the parties thereto after confirmation of the Plan, except to the extent otherwise provided in the Tooling Order.

VI. PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in this Plan, and only after the funding of the Reserves, or as ordered by the Bankruptcy Court, all Distributions to be made on account of Claims that are Allowed Claims as of the Effective Date shall be made on the Initial Distribution Date by the Liquidating Trustee; provided, however, that the applicable Distribution Date(s) for any Distributions to be made on account of Administrative Claims that are Allowed Claims as of the Effective Date shall be contingent upon the current availability of funds in the Administrative Claims Reserve for the payment of such Distributions. Distributions on account of Claims that first become Allowed Claims after the Effective Date shall be made pursuant to the terms and conditions of this Plan, and on such day as selected by the Liquidating Trustee, in his or her sole discretion. Notwithstanding any other provision of the Plan to the contrary, no Distribution shall be made on account of any Allowed Claim or portion thereof that (i) has been satisfied after the Petition Date pursuant to an order of the Bankruptcy Court; (ii) is listed in the schedules as contingent, unliquidated, disputed or in a zero amount, and for which a Proof of Claim has not been timely filed; or (iii) is evidenced by a Proof of Claim that has been amended by a subsequently filed Proof of Claim that purports to amend the prior Proof of Claim.

B. Liquidating Trustee as Disbursing Agent

The Liquidating Trustee shall make all Distributions required under this Plan, subject to the terms and provisions of this Plan and the Liquidating Trust Agreement. The Liquidating Trustee shall not be required to give any bond or surety or other security for the performance of his or her duties unless otherwise ordered by the Bankruptcy Court or required by the Bankruptcy Code or the Bankruptcy Rules. The Liquidating Trustee shall be authorized and directed to rely upon the Debtors' books and records and the Debtors' representatives and professionals in determining Allowed Claims not entitled to a Distribution under the Plan in accordance with the terms of the Plan.

C. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions in General

Distributions to Holders of Allowed Claims shall be made by the Liquidating Trustee (a) at the addresses set forth on the Proofs of Claim filed by such Holders (or at the last known addresses of such Holders if no Proof of Claim is filed or if the Debtors have been notified of a change of address), (b) at the addresses set forth in any written notices of address changes delivered to the Liquidating Trustee after the date of any related Proof of Claim, (c) at the addresses reflected in the Schedules if no Proof of Claim has been filed and the Liquidating Trustee has not received a written notice of a change of address, (d) at the addresses set forth in the other records of the Debtors or the Liquidating Trustee at the time of the Distribution or (e) in the case of the Holder of a Claim that is governed by an agreement and is administered by an agent or servicer, at the addresses contained in the official records of such agent or servicer.

Distributions shall be made from the Reserves, as applicable, in accordance with the terms of this Plan and the Liquidating Trust Agreement.

In making Distributions under the Plan, the Liquidating Trustee may rely upon the accuracy of the claims register maintained by the Claims Agent in the Chapter 11 Cases, as modified by any Final Order of the Bankruptcy Court disallowing Claims in whole or in part.

2. Undeliverable and Unclaimed Distributions

If the Distribution to any Holder of an Allowed Claim is returned to the Liquidating Trustee as undeliverable or is otherwise unclaimed, no further Distributions shall be made to such Holder unless and until the Liquidating Trustee is notified in writing of such Holder's then-current address, at which time all missed Distributions shall be made to such Holder without interest. Amounts in respect of undeliverable Distributions made by the Liquidating Trustee shall be returned to the Liquidating Trustee until such Distributions are claimed. The Liquidating Trustee shall segregate and, with respect to Cash, deposit in a segregated account (the "Unclaimed Distribution Reserve") undeliverable and unclaimed Distributions for the benefit of all such similarly situated Persons or Governmental Units until such time as a Distribution becomes deliverable or is claimed.

Any Holder of an Allowed Claim that does not assert a Claim pursuant to this Plan for an undeliverable or unclaimed Distribution within six (6) months after the last Distribution Date shall be deemed to have forfeited its Claim for such undeliverable or unclaimed Distribution and shall be forever barred and enjoined from asserting any such Claim for an undeliverable or unclaimed Distribution against the Debtors and their Estates, the Liquidating Trustee, the Liquidating Trust, and their respective agents, attorneys, representatives, employees or independent contractors, and/or any of its and their property. In such cases, any Cash otherwise reserved for undeliverable or unclaimed Distributions shall become the property of the Liquidating Trust free of any restrictions thereon and notwithstanding any federal or state escheat laws to the contrary and shall be distributed in accordance with the terms of this Plan and the Liquidating Trust Agreement. Nothing contained in this Plan or the Liquidating Trust Agreement shall require the Debtors or the Liquidating Trustee to attempt to locate any Holder of an Allowed Claim.

D. Prepayment

Except as otherwise provided in this Plan or the Confirmation Order, the Debtors or the Liquidating Trustee, as the case may be, shall have the right to prepay, without penalty, all or any portion of an Allowed Secured Tax Claim, Allowed Secured Tool Vendor Claim, Allowed Miscellaneous Secured Claim, Allowed 503(b)(9) Claim, Allowed Administrative Claim, Allowed Priority Tax Claim or Allowed Non-Tax Priority Claim.

E. Means of Cash Payment

Cash payments made pursuant to this Plan shall be in U.S. dollars and shall be made at the option and in the sole discretion of the Liquidating Trustee by (i) checks drawn on or (ii) wire transfers from a domestic bank selected by the Liquidating Trustee. In the case of foreign creditors, Cash payments may be made, at the option of the Liquidating Trustee, in such funds and by such means as are necessary or customary in a particular jurisdiction.

F. Interest on Claims

Unless otherwise specifically provided for in the Asset Purchase Agreements, the Sale Orders, the Final DIP Order, this Plan, or the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no Claimholder shall be entitled to interest accruing on or after the Petition Date on any Claim. Interest shall not accrue or be paid upon any Disputed Claim in respect of the period from the Petition Date to the date a final Distribution is made thereon if and after such Disputed Claim becomes an Allowed Claim.

G. Withholding and Reporting Requirements

In accordance with Bankruptcy Code section 346 and in connection with the Plan and all Distributions thereunder, the Liquidating Trustee shall, to the extent applicable, comply with all withholding and reporting requirements imposed by any U.S. federal, state, local, or non-U.S. taxing authority. The Liquidating Trustee shall be authorized to take any and all actions necessary and appropriate to comply with such requirements.

All Distributions hereunder may be subject to the withholding and reporting requirements, which are in part described in Section X.E of the Disclosure Statement. As a condition of making any Distribution under the Plan, the Liquidating Trustee may require the Holder of an Allowed Claim to provide such Holder's taxpayer identification number, and such other information, certification, or forms as necessary to comply with applicable tax reporting and withholding laws. Notwithstanding any other provision of this Plan, each Entity receiving a Distribution pursuant to this Plan shall have sole and exclusive responsibility for the satisfaction and payment of tax obligations on account of any such Distribution.

H. Setoffs

1. By a Debtor

The Liquidating Trustee may, pursuant to Bankruptcy Code section 553, 558 or any other applicable law, but shall not be required to, set off against any Claim, and the payments or other Distributions to be made pursuant to the Plan in respect of such Claim, Claims of any nature whatsoever that the Debtors may have against the Holder of such Claim; provided, however, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver

or release by the Liquidating Trust and/or the Liquidating Trustee, as the case may be, of any such Claim that the Debtors may have against such Holder.

2. By Non-Debtors

Unless otherwise authorized by a Final Order, any Holder of a Claim must assert any setoff rights against a Claim by a Debtor against such Entity by timely filing (i) a Proof of Claim asserting such right of setoff, ~~or~~ (ii) an appropriate motion seeking authority to setoff on or before the Confirmation Date seeking authority to setoff, or (iii) an objection to Confirmation on or before the Confirmation Objection Deadline requesting that such right of setoff be retained, or will be deemed to have waived and be forever barred from asserting any right to setoff against a Claim by a Debtor; provided, however, that the right of any Debtor or the Liquidating Trustee, as applicable, to object to the validity of any asserted right of setoff shall be preserved.

I. Procedure for Treating and Resolving Disputed, Contingent and/or Unliquidated Claims

1. Objection Deadline; Prosecution of Objections

Except as set forth in the Plan with respect to Professional Fee Claims, 503(b)(9) Claims, and Administrative Claims, all objections to Claims must be filed and served on the Holders of such Claims by the Claims Objection Deadline, as the same may be extended by the Bankruptcy Court. If an objection has not been filed to a Claim or the Schedules have not been amended with respect to a Claim that (i) was Scheduled by the Debtors but (ii) was not Scheduled as contingent, unliquidated, and/or disputed, by the Claims Objection Deadline, as the same may be extended by order of the Bankruptcy Court, the Claim to which the Proof of Claim or Scheduled Claim relates will be treated as an Allowed Claim if such Claim has not been allowed earlier. Notice of any motion for an order extending the Claims Objection Deadline shall be required to be given only to those Entities that have requested notice in the Chapter 11 Cases, or to such Entities as the Bankruptcy Court shall order.

From the Confirmation Date through the Claims Objection Deadline, any party in interest, including the Liquidating Trustee, may file objections, settle, compromise, withdraw, or litigate to judgment objections to Claims. From and after the Effective Date, the Liquidating Trustee may settle or compromise any Disputed Claim without approval of the Bankruptcy Court but otherwise subject to the terms of this Plan. Nothing contained herein, however, shall limit the right of the Liquidating Trustee to object to Claims, if any, filed or amended after the Effective Date.

2. No Distributions Pending Allowance

Notwithstanding any other provision of the Plan or the Liquidating Trust Agreement, no payments or Distributions shall be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by Final Order, and the Disputed Claim, or some portion thereof, has become an Allowed Claim. To the extent that a Claim is not a Disputed Claim but is held by a Holder that is or may be liable to the Debtors, the Liquidating Trustee, and/or the Liquidating Trust on account of a Cause of Action, no payments or Distributions shall be made with respect to all or any portion of such Claim unless and until such Claim and liability have been settled or withdrawn or have been determined by Final Order of the Bankruptcy Court or such other court having jurisdiction over the matter.

On each Distribution Date, the Liquidating Trustee will make Distributions (a) on account of any Disputed Claim that has become an Allowed Claim since the preceding Distribution Date and (b) on account of previously Allowed Claims, from the applicable Reserves, of property that would have been distributed to such Claimholders on the dates Distributions previously were made to Holders of Allowed Claims had the Disputed Claims that have become Allowed Claims been Allowed on such dates. Such Distributions will be made pursuant to the provisions of the Plan governing the applicable Class.

3. Distributions After Allowance

Payments and Distributions from the applicable Reserves to each respective Claimholder on account of a Disputed Claim, to the extent that it ultimately becomes an Allowed Claim, will be made in accordance with provisions of the Plan that govern Distributions to such Claimholders. On the first Distribution Date following the date when a Disputed Claim becomes an undisputed, noncontingent, and liquidated Claim, the Liquidating Trustee will distribute to the Claimholder any Cash from the applicable Reserves that would have been distributed on the dates Distributions

were previously made to Claimholders had such Allowed Claim been an Allowed Claim on such dates. After a Final Order has been entered, or other final resolution has been reached with respect to all Disputed Claims, any remaining Cash held in the applicable Reserves shall constitute Available Cash that shall be returned or distributed in accordance with the other provisions of this Plan, the Liquidating Trust and the Funding Agreement. All Distributions made under this Article of the Plan on account of an Allowed Claim will be made together with any dividends, payments, or other Distributions made on account of, as well as any obligations arising from, the distributed property as if such Allowed Claim had been an Allowed Claim on the dates Distributions were previously made to Holders of Allowed Claims included in the applicable Class.

4. De Minimis Distributions

The Liquidating Trustee shall not have any obligation to make a Distribution on account of an Allowed Claim from any Reserve or otherwise if (a) the aggregate amount of all Distributions authorized to be made from such Reserve or otherwise on the Distribution Date in question (other than the final Distribution Date) is or has a value less than \$250,000, or (b) if the amount to be distributed to the specific Holder of the Allowed Claim on the particular Distribution Date does not constitute a final Distribution to such Holder and such Distribution has a value less than \$10.00. The Liquidating Trustee shall have no obligation to make any Distribution, whether final or not, unless and until the total amount of such Distribution to a specific Holder of an Allowed Claim is equal to or greater than \$5.00.

J. Fractional Dollars

Any other provision of this Plan notwithstanding, the Liquidating Trustee shall not be required to make Distributions or payments of fractions of dollars. Whenever any payment of a fraction of a dollar under this Plan would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars being rounded down.

K. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a Distribution under this Plan is composed of indebtedness and accrued but unpaid interest thereon, such Distribution shall, for all income tax purposes, be allocated to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

L. Distribution Record Date

The Liquidating Trustee shall have no obligation to recognize the transfer of or sale of any participation in any Allowed Claim that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and distribute only to those Holders of Allowed Claims who are Holders of such Claims, or participants therein, as of the close of business on the Distribution Record Date. Instead, the Liquidating Trustee shall be entitled to recognize and deal for all purposes under this Plan with only those record holders stated on the official claims register as of the close of business on the Distribution Record Date.

VII. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejected (Non-Union) Contracts and Leases

Except with respect to the Union Contracts (whose treatment under this Plan is described in Section VII.D herein), and except as otherwise provided in the Confirmation Order, the Plan, or any other Plan Document, the Confirmation Order shall constitute an order under Bankruptcy Code section 365 rejecting all prepetition executory contracts, including purchase orders, and unexpired leases to which any Debtor is a party, to the extent such contracts or leases are executory contracts or unexpired leases, on and subject to the occurrence of the Effective Date, unless such contract or lease (a) previously shall have been assumed, assumed and assigned, or rejected by the Debtors, (b) previously shall have expired or terminated pursuant to its own terms before the Effective Date, (c) is the subject of a pending motion to assume or reject on the Confirmation Date, or (d) is identified in Exhibit D to the Plan as an insurance agreement of the Debtors; provided, however, that the Debtors may amend such Exhibit D at any time prior to the Confirmation Date; provided further, however, that listing an insurance agreement on such Exhibit shall not constitute an admission by a Debtor that such agreement is an executory contract or that any Debtor has any liability thereunder.

B. Bar to Rejection Damages

If the rejection of an executory contract or unexpired lease pursuant to Article VII.A above gives rise to a Claim by the other party or parties to such contract or lease, such Claim shall be forever barred and shall not be enforceable against the applicable Debtor or its Estate, the Liquidating Trust, or their respective successors or properties unless a Proof of Claim is filed with the Claims Agent and served on the Liquidating Trustee and counsel for the Liquidating Trustee within thirty (30) days after service of a notice of entry of the ~~Effective Date~~ Confirmation Order or such other date as is prescribed by the Bankruptcy Court.

C. Assumed and Assigned (Non-Union) Contracts and Leases

Except with respect to the Union Contracts (whose treatment under this Plan is described in Section VII.D herein), and except as otherwise provided in the Confirmation Order, the Plan, or any other Plan Document entered into after the Petition Date or in connection with the Plan, the Confirmation Order shall constitute an order under Bankruptcy Code section 365 assuming, as of the Effective Date, those agreements listed on Exhibit D to this Plan; provided, however, that the Debtors may amend such Exhibit at any time prior to the Confirmation Date; provided further, however, that listing an agreement on such Exhibit shall not constitute an admission by a Debtor that such agreement is an executory contract or that any Debtor has any liability thereunder.

D. Assumed and Rejected Union Contracts and Leases

Each Union Contract to which the Debtors are a party shall be deemed automatically assumed and Reinstated as of the Effective Date, unless such Union Contract (a) shall have been previously rejected by the Debtors, (b) is the subject of a motion to reject pursuant to section 1113 of the Bankruptcy Code filed on or before the Confirmation Date, or (c) expired prior to the Effective Date and/or is no longer executory on the Effective Date by its own terms. The Confirmation Order shall constitute an order of the Bankruptcy Court approving such assumptions, pursuant to section 365(b)(1) of the Bankruptcy Code and, to the extent applicable, section 365(b)(3) of the Bankruptcy Code, as of the Effective Date. Any rejection of a Union Contract shall proceed by motion made pursuant to Bankruptcy Code section 1113.

VIII. CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions to Confirmation

The following are conditions precedent to the occurrence of the Confirmation Date:

1. The entry of a Final Order finding that the Disclosure Statement contains adequate information pursuant to Bankruptcy Code section 1125;
2. The proposed Confirmation Order shall be, in form and substance, reasonably acceptable to the Plan Proponents, the Steering Committee, the Major Customers and Goldman; and
3. All provisions, terms and conditions hereof are approved in the Confirmation Order.

B. Conditions to Effective Date

The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied or waived in writing in accordance with Article VIII.C:

1. The Confirmation Order shall have been entered and become a Final Order and shall provide that the Debtors, the Liquidating Trust and the Liquidating Trustee are authorized and directed to take all actions necessary or appropriate to enter into, implement and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the Plan or effectuate, advance, or further the purposes thereof;

2. All Plan Exhibits shall be, in form and substance, reasonably acceptable to the Plan Proponents, the Steering Committee, the Major Customers and Goldman, and shall have been executed and delivered by all parties signatory thereto;
3. The Debtors shall be authorized and directed to take all actions necessary or appropriate to enter into, implement and consummate the contracts, instruments, releases, leases, indentures, and the agreements or documents created in connection with the Plan;
4. All other actions, documents, and agreements necessary to implement the Plan shall have been effected or executed; and
5. The Reserves shall have been funded.

C. Waiver of Conditions

Each of the conditions set forth in Articles VIII.A and VIII.B of the Plan may be waived in whole or in part by the Plan Proponents, with the exception of Articles VIII.A.2 and VIII.B.2, which conditions may be waived in whole or in part by the Plan Proponents, the Steering Committee, the Major Customers and Goldman. The failure to satisfy or waive any condition to the Effective Date may be asserted by the Plan Proponents regardless of the circumstances giving rise to the failure of such condition to be satisfied. The failure of a party to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right that may be asserted at any time.

D. Consequences of Non-Occurrence of Effective Date

In the event that the Effective Date does not timely occur, the Plan Proponents reserve all rights to seek an order from the Bankruptcy Court directing that the Confirmation Order be vacated, that the Plan be null and void in all respects, and/or that any settlement of Claims provided for in the Plan be null and void. In the event that the Bankruptcy Court shall enter an order vacating the Confirmation Order, the time within which the Debtors may assume and assign, or reject all executory contracts and unexpired leases not previously assumed, assumed and assigned, or rejected, shall be extended for a period of thirty (30) days after the date the Confirmation Order is vacated, without prejudice to further extensions.

IX. ALLOWANCE AND PAYMENT OF CERTAIN ADMINISTRATIVE CLAIMS

A. Professional Fee Claims

1. Final Fee Applications

All final requests for payment of Professional Fee Claims (the "Final Fee Applications") must be filed no later than forty-five (45) days after the Effective Date. Objections, if any, to Final Fee Applications of such Professionals must be filed and served on the Debtors and their respective counsel, the Creditors' Committee and its counsel or, as applicable, the Post-Effective Date Committee and its counsel, the Liquidating Trustee and his or her respective counsel, the requesting Professional and the Office of the U.S. Trustee no later than ~~forty-five~~twenty (45~~20~~) days from the date on which each such Final Fee Application is served and filed. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Bankruptcy Court, the allowed amounts of such Professional Fee Claims shall be determined by the Court.

2. Employment of Professionals after the Effective Date

From and after the Effective Date, any requirement that professionals comply with Bankruptcy Code sections 327 through 331 or any order previously entered by the Bankruptcy Court in seeking retention or compensation for services rendered or expenses incurred after such date will terminate.

B. Substantial Contribution Compensation and Expenses Bar Date

Any Person who wishes to make a Substantial Contribution Claim based on facts or circumstances arising after the Petition Date, must file an application with the clerk of the Court, on or before the Final Administrative Claims Bar Date, and serve such application on counsel for the Plan Proponents and as otherwise required by the Court and the Bankruptcy Code on or before the Final Administrative Claims Bar Date, or be forever barred from seeking such compensation or expense reimbursement. Objections, if any, to the Substantial Contribution Claim must be filed no later than the Administrative Claims Objection Deadline, unless otherwise extended by Order of the Court.

C. Other Administrative Claims

All other Administrative ~~Expense Requests~~ Claims arising after May 30, 2008, other than Professional Fee Claims, must be filed with the ~~Court~~ Claims Agent and served on counsel for the Plan Proponents so as to be received no later than 5:00 p.m., Eastern Time on the Final Administrative Claims Bar Date. Any Administrative Claim may be submitted in person or by courier service, hand delivery or mail addressed to the Claims Agent at the Claims Agent's applicable addresses as specified in Article XII.G herein. Any Administrative Claim submitted by facsimile will not be accepted and will not be deemed filed until such Administrative Claim is submitted by one of the methods described in the foregoing sentence. Any Administrative Claim will be deemed filed only when actually received by the Claims Agent. Unless the Debtors, the Liquidating Trustee, or any other party in interest objects by the Administrative Claims Objection Deadline to an Administrative Claim asserted in a properly filed Administrative Expense Request, such Administrative Claim shall be deemed allowed in the amount requested. In the event that the Debtors, the Liquidating Trustee, or any other party in interest objects to an Administrative Claim, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

X. EFFECT OF PLAN CONFIRMATION

A. Binding Effect

This Plan shall be binding upon and inure to the benefit of the Debtors, all present and former Holders of Claims and Interests, and their respective successors and assigns, including, but not limited to, the Liquidating Trust and the Liquidating Trustee.

B. Discharge of the Debtors

Pursuant to Bankruptcy Code section 1141(d)(3), Confirmation will not discharge Claims against the Debtors; provided, however, that, other than as provided in the Sale Orders, Asset Purchase Agreements or Sale-Related Settlements, no Claimholder or Interest Holder may, on account of such Claim or Interest, seek or receive any payment or other distribution from, or seek recourse against, any Debtor, the Liquidating Trust, the Liquidating Trustee, and/or their respective successors, assigns and/or property, except as expressly provided in this Plan.

C. Releases by the Debtors

The Liquidating Trustee, and any successors and/or assigns, shall be bound, to the same extent the Debtors are bound, by all the releases and restrictions set forth in this Article X and the releases, waivers and discharges provided for in the Sale Orders, the Asset Purchase Agreements, the Sale-Related Settlements and the Final DIP Order. Nothing in this Plan or in the Confirmation Order is intended to or shall be deemed in any way to modify or limit the releases, waivers, and discharges provided by the Sale Orders, the Asset Purchase Agreements, the Sale-Related Settlements or the Final DIP Order. Certain releases, waivers and discharges provided in the Plan or the Confirmation Order are in addition to the releases, waivers and discharges provided in the Sale Orders, the Asset Purchase Agreements, the Sale-Related Settlements and the Final DIP Order.

As of the Effective Date, for good and valuable consideration, the Liquidating Trustee, and any successors and/or assigns, will be deemed to forever release, waive, and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Avoidance Actions, and liabilities whatsoever in connection with or related to the Debtors, the conduct of the Debtors' business, the Chapter 11 Cases, the Sales, the Sale-Related Settlements or the Plan (other than the rights of the Debtors and the Liquidating Trustee to enforce the 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 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 Chapter 11 Cases, the Sales, the Sale-Related Settlements or the Plan, and that may be asserted by or on behalf of the Estates, the Liquidating Trust or the Liquidating Trustee against (i) any of the other Debtors and any of the Debtors' non-Debtor affiliates (excluding LDM and Advanced EC, LLC), (ii) any of the present or former directors, officers, or employees of any of the Debtors or any of the Debtors' non-Debtor affiliates (excluding LDM and Advanced EC, LLC), acting in such capacity and serving as of the Petition Date, except with respect to any personal loans incurred by such Persons, (iii) any Professionals of the Debtors, (iv) the Major Customers, (v) the Primary Shareholder, (vi) the Brown Entities and (vii) the Creditors' Committee, its members, and its and their advisors, respectively (but not its members in their individual capacities); *provided, however*, that such release will not (x) release or discharge any rights, claims or Causes of Action against the Primary Shareholder or the Brown Entities that were not released under the Brown Settlement and (y) be deemed to prohibit the Liquidating Trustee and any successors and/or assigns from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action, Avoidance Actions or liabilities they may have against any employee (other than any director or officer) that is based upon an alleged breach of a confidentiality, noncompete, or any other contractual or fiduciary obligation owed to the Debtors.

Furthermore, pursuant to the Term Lender Settlement Order, the Debtors and their respective Estates fully released and discharged any and all Claims (as defined therein) arising from or relating to the Term Loan Facilities, or any act or failure to act thereunder or the bankruptcy cases of the Debtors from the beginning of time through the date of the Term Lender Settlement Order, against any or all of the Term Lender Parties, the First Lien and Second Lien Steering Committees, and all agents, employees, attorneys and partners of the foregoing, including any Claim under any contract or tort liability theories or pursuant to Bankruptcy Code sections 105, 362, 510, 544, 547, 548, 549, 550 or 553, or any costs or expenses in connection with any and all such Claims (in each case, whether known or unknown, suspected or unsuspected, accrued or unaccrued, asserted or not asserted, contingent or non-contingent), *provided, however*, that any Claims, counterclaims, defenses, setoffs or causes of action against any Agent (as defined therein) in response to or as a result of any Claims, counterclaims or causes of action such Agent may assert against the Debtors, their Estates or their directors and officers are not released by the Debtors, their Estates and/or their directors and officers and such Claims, counterclaims, defenses, setoffs or causes of action are expressly maintained.

D. Justification for Releases by the Debtors and the Liquidating Trustee

The Releases by the Debtors and the Liquidating Trustee set forth above are being sought because (i) the Debtors know of no causes of action or claims against the parties to be released, and the costs of investigating any such potential causes of action or claims is outweighed by the anticipated recoveries of any such action or claim; and (ii) the Releases will give finality to those released parties with respect to their obligations to the Debtors and any payments received by the Debtors.

E. Releases by Term Lenders

Pursuant to the Term Lender Settlement Order, the Term Lenders (but not the respective agents and lead arrangers) fully released, discharged and acquitted the Debtors' directors, officers and employees in their capacities as directors, officers and employees of the Debtors (other than the Primary Shareholder and the Brown Entities) from and against any and all Claims (other than the Prepetition Debt), in law or in equity, including any claim under any contract or tort liability theories or pursuant to any section of the Bankruptcy Code, or any costs or expenses, in connection with any and all such Claims (in each case, whether known or unknown, suspected or unsuspected, accrued or unaccrued, asserted or not asserted, contingent or non-contingent), or any act or failure to act thereunder, from the beginning of time through the date of the Term Lender Settlement Order; *provided, however*, that the releases of Julie N. Brown, James A. Brown, and the other members of the Brown Entities are subject to and governed by the Brown Settlement.

Notwithstanding anything to the contrary in the Disclosure Statement or Plan, the releases described herein to Julie N. Brown, James A. Brown and the other members of the Brown Entities were approved in the Brown Settlement (Docket Nos. 1848, 2005) and the Disclosure Statement and Plan are not intended to and do not amend or modify those releases.

F. Injunction

Except as otherwise provided in the Plan, the Confirmation Order shall provide, among other things, that from and after the Effective Date all Persons who have held, hold or may hold Claims against or Interests in the Debtors are permanently enjoined from taking any of the following actions against the Estate(s), the Liquidating Trust, the Liquidating Trustee, the Purchasers or any of their property on account of any such Claims or Interests: (A) commencing or continuing, in any manner or in any place, any action or other proceeding; (B) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree or order; (C) creating, perfecting, or enforcing any lien or encumbrance; (D) asserting a setoff, right of subrogation, or recoupment of any kind against any debt, liability, or obligation due to the Debtors; and (E) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; *provided, however*, that nothing contained herein shall preclude such Persons from exercising their rights pursuant to and consistent with the terms of this Plan, the Confirmation Order, the Sale Orders, the Final DIP Order, the Sale-Related Settlements, the Asset Purchase Agreements, the Tooling Order and other Final Orders related to Tooling; *provided further, however, that nothing in this Article X.F shall impair (i) the rights of any Holder of a Disputed Claim to establish its Claim in response to an objection filed by the Debtors or the Liquidating Trustee, or (ii) the rights of any defendant in a Cause of Action or Avoidance Action filed by the Debtors to assert defenses in such action.*

The Confirmation Order shall further provide that all Persons are permanently enjoined from obtaining any documents or other materials from current counsel for the Debtors that are in the possession of such counsel as a result of or arising in any way out of their representation of the Debtors, except in accordance with Article V.C.4. of this Plan.

G. Exculpation and Limitation of Liability

Except as otherwise specifically provided in the Plan, (i) the Debtors, (ii) any of the present or former directors, officers, or employees of any of the Debtors, acting in such capacity and serving as of the Petition Date, and (iii) any Professionals of the Debtors, and any of such parties' successors and assigns, shall not have or incur any claim, action, proceeding, Cause of Action, Avoidance Action, suit, account, controversy, agreement, promise, right to legal remedies, right to equitable remedies, right to payment, or Claim (as defined in Bankruptcy Code Section 101(5)), whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured and whether asserted or assertable directly or derivatively, in law, equity, or otherwise to one another or to any Claimholder or Interest Holder, or any other party in interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or affiliates, or any of their successors or assigns, for any act or omission originating or occurring on or after the Petition Date through and including the Effective Date in connection with, relating to, or arising out of the Debtors, the Chapter 11 Cases, the negotiation and filing of the Plan or any prior plans of reorganization, the filing of the Chapter 11 Cases, the pursuit of confirmation of the Plan or any prior plans of reorganization, the Sale Orders, the Sale-Related Settlements, the consummation of the Plan, the administration of the Plan, or the property to be liquidated and/or distributed under the Plan, except for their willful misconduct or gross negligence as determined by a Final Order of a court of competent jurisdiction, and in all respects shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities under the Plan. Notwithstanding the foregoing, the exculpation and limitation of liability hereunder shall not (i) modify or impair any retention of rights by the agents and arrangers under the Term Loan Facilities against the Term Lenders or (ii) modify, enhance or expand the release and exculpation of the agents under the Term Lender Settlement and the Term Lender Settlement Order; *provided, however*, that notwithstanding the above, nothing herein is intended to and does not expand the scope of the releases granted to Julie N. Brown, James A. Brown and the other members of the Brown Entities under the Brown Settlement (Docket Nos. 1848, 2005); *provided further, however, that the foregoing shall not extinguish the personal liability of any of the aforementioned Entities in this Article X.G for any statutory violation of applicable tax laws or bar any right of action asserted by a governmental taxing authority against the aforementioned Entities for any statutory violation of applicable tax laws.*

H. Justification for Exculpation and Limitation of Liability

The exculpation and limitation of liability of (i) the Debtors, (ii) any of the present or former directors, officers, or employees of any of the Debtors, acting in such capacity and serving as of the Petition Date, and (iii) any Professionals of the Debtors, and any of such parties' successors and assigns set forth above and being sought in the Plan are provided because (i) the Debtors know of no causes of action or claims against such parties, and the costs of investigating any such potential causes of action or claims is outweighed by the anticipated recovery from any such

action or claim; and (ii) the exculpation and limitation of liability will give finality to those parties with respect to their obligations to the Debtors and any payments received by the Debtors.

I. Term of Bankruptcy Injunction or Stays

All injunctions or stays provided for in the Chapter 11 Cases under Bankruptcy Code section 105 or 362, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date. Upon the Effective Date, the injunction provided in Article X.D.F shall apply.

J. Compromises and Settlements

Pursuant to Bankruptcy Rule 9019(a) and with the consent of the Creditors' Committee, which consent shall not be unreasonably withheld, the Debtors may compromise and settle various Claims (a) against them and (b) that they have against other Persons. The Debtors expressly reserve the right (with Bankruptcy Court approval, following appropriate notice and opportunity for a hearing) to compromise and settle Claims against them and Claims that they may have against other Persons (except with respect to 503(b)(9) Claims) up to and including the Effective Date. After the Effective Date, such right shall pass to the Liquidating Trustee and the Liquidating Trust and shall be governed by the terms of Article V.F of the Plan, the Liquidating Trust Agreement, the Funding Agreement and the Committee Settlement.

K. Indemnification Obligations

Except as otherwise provided in this Plan, the Sale Orders, the Asset Purchase Agreements, the Sale-Related Settlements, the Final DIP Order or any contract, instrument, release, or other agreement or document entered into in connection with this Plan, any and all indemnification obligations that the Debtors have pursuant to a contract, instrument, agreement, certificate of incorporation, by-law, comparable organizational document or any other document, or applicable law shall be rejected as of the Effective Date, to the extent executory.

L. Settlement of Claims and Controversies

Pursuant to Bankruptcy Code section 1123(b)(3) and Bankruptcy Rule 9019 and in consideration for the Distributions and other benefits provided under, described in, contemplated by and/or implemented by this Plan, including but not limited to the Distributions contemplated by the Plan, the Plan shall constitute a good faith compromise and settlement of all claims or controversies relating to the rights and Claims of the parties entitled to receive such Distributions under the Plan, and shall constitute a good faith compromise and settlement of all controversies relating to Distributions on account of such Claims. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such controversies, and the Bankruptcy Court's finding that such compromises and settlements are fair, equitable and reasonable, and in the best interests of the Debtors, their Estates, and all Claimholders.

XI. RETENTION OF JURISDICTION

Under Bankruptcy Code sections 105(a) and 1142, and notwithstanding entry of the Confirmation Order, substantial consummation of the Plan and occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases and the Plan to the fullest extent permitted by law (provided, however, that notwithstanding the foregoing, with respect to all civil proceedings arising in or related to the Chapter 11 Cases and the Plan, the Bankruptcy Court shall have original but not exclusive jurisdiction, in accordance with 28 U.S.C. § 1334(b)), including, among other things, jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim, the resolution of any objections to the allowance or priority of Claims or Interests and the determination of requests for the payment of claims entitled to priority under Bankruptcy Code section 507(a)(1), including compensation of any reimbursement of expenses of parties entitled thereto;

2. Hear and determine all applications for compensation and reimbursement of expenses of Professionals under the Plan or under Bankruptcy Code sections 330, 331, 503(b), 1103, and 1129(a)(4); provided, however, that from and after the Effective Date, the payment of the fees and expenses of the retained Professionals of the Liquidating Trust and/or the Liquidating Trustee shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court except to the extent otherwise provided in this Plan or the Confirmation Order;
3. Hear and determine all matters with respect to the assumption or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor may be liable, and to hear, determine and, if necessary, liquidate any Claims arising therefrom;
4. Effectuate performance of and payments under the provisions of the Plan;
5. Hear and determine any and all adversary proceedings, motions, applications and contested or litigated matters arising out of, under or related to the Chapter 11 Cases, the Plan or the Liquidating Trust Agreement;
6. Enter such orders as may be necessary or appropriate to execute, implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Confirmation Order;
7. Hear and determine disputes arising in connection with the interpretation, implementation, consummation or enforcement of the Plan, including disputes arising under agreements, documents or instruments executed in connection with the Plan;
8. Consider any modifications of the Plan, cure any defect or omission or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
9. Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any entity with implementation, consummation, or enforcement of the Plan or the Confirmation Order;
10. Enter and implement such orders as may be necessary or appropriate if the Confirmation Order is for any reason reversed, stayed, revoked, modified or vacated;
11. Hear and determine any matters arising in connection with or relating to the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with the Plan, the Plan Supplement, the Disclosure Statement or the Confirmation Order;
12. Enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Cases;
13. Except as otherwise limited herein, recover all assets of the Debtors and property of the Estates, wherever located;
14. Hear and determine matters concerning state, local and federal taxes in accordance with Bankruptcy Code sections 346, 505 and 1146;
15. Hear and determine all matters related to the property of the Estates, including, but not limited to, the Unencumbered Assets, from and after the Confirmation Date;
16. Hear and determine the Causes of Action and the Avoidance Actions;

17. Hear and determine all disputes involving the existence, nature or scope of the injunctions, indemnification, exculpation and releases granted pursuant to this Plan, the Sale Orders and/or the Asset Purchase Agreements;
18. Hear and determine all disputes or other matters arising in connection with the interpretation, implementation or enforcement of the Asset Purchase Agreements, the Sale Orders, and/or the Sale-Related Settlements;
19. Hear and determine all matters related to (i) the property of the Estates from and after the Confirmation Date, (ii) the winding up of the Debtors' affairs, and (iii) the activities of the Liquidating Trust and/or the Liquidating Trustee, including (A) challenges to or approvals of the Liquidating Trustee's activities, (B) resignation, incapacity or removal of the Liquidating Trustee and successor Liquidating Trustees, (C) reporting by, termination of and accounting by the Liquidating Trustee, and (D) release of the Liquidating Trustee from his or her duties;
20. Hear and determine disputes with respect to compensation of the Liquidating Trustee and the Liquidating Trustee Professionals;
21. Hear and determine all disputes involving the existence, nature and/or scope of the injunctions and releases provided herein, including any dispute relating to any liability arising out of any termination of employment or the termination of any employee or retiree benefit provision, regardless of whether such termination occurred prior to or after the Effective Date;
22. Hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under, or not inconsistent with, provisions of the Bankruptcy Code;
23. Enforce all orders previously entered by the Bankruptcy Court;
24. Dismiss any and/or all of the Chapter 11 Cases; and
25. Enter a final decree closing the Chapter 11 Cases.

XII. MISCELLANEOUS PROVISIONS

A. Modifications and Amendments

The Plan Proponents may alter, amend or modify the Plan or any Exhibits thereto under Bankruptcy Code section 1127(a) at any time prior to the Confirmation Date; provided, however, that if such alterations, amendments or modifications adversely affect the rights of the Steering Committee or Goldman hereunder, or the Major Customers or DIP Lenders hereunder, they may not be made without the prior written consent of the Steering Committee and Goldman or the Major Customers and DIP Lenders, as applicable, or by Court order. After the Confirmation Date and prior to substantial consummation of the Plan as defined in Bankruptcy Code section 1101(2), the Plan Proponents may, under Bankruptcy Code section 1127(b), institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, and such matters as may be necessary to carry out the purpose and effect of the Plan so long as such proceedings do not adversely affect the treatment of Holders of Claims, the Steering Committee or Goldman under the Plan, or the Major Customers or DIP Lenders under the Plan; provided, however, that prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or order of the Court.

B. Severability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, then the Bankruptcy Court, at the request of the Plan Proponents, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall

then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

C. Successors and Assigns

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

D. Payment of Statutory Fees

All fees then due and payable pursuant to 28 U.S.C. § 1930, as determined by the Court at the Confirmation Hearing, shall be paid on or before the Effective Date by the Debtors. All such fees that become due and payable thereafter by a Debtor shall be paid by the Liquidating Trustee. The Liquidating Trustee shall pay quarterly fees to the U.S. Trustee until the Chapter 11 Cases are closed or converted and/or the entry of final decrees. The Debtors, through the Liquidating Trustee, shall file post-confirmation quarterly reports or any pre-confirmation monthly operating reports not filed as of the Confirmation Hearing in conformance with the U.S. Trustee Guidelines. The U.S. Trustee shall not be required to file a request for payment of its quarterly fees, which shall be paid by the Debtors and/or the Liquidating Trustee.

E. Revocation, Withdrawal or Non-Consummation

The Plan Proponents reserve the right to revoke or withdraw the Plan as to any or all of the Debtors prior to the Confirmation Date and to file subsequent plans. If the Plan Proponents revoke or withdraw the Plan as to any or all of the Debtors, or if Confirmation or Consummation of the Plan as to any or all of the Debtors does not occur, then, with respect to such Debtors, (a) the Plan shall be null and void in all respects, (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims), assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for Consummation of the Plan, shall (i) constitute or be deemed to constitute a waiver or release of any Claims by or against, or any Interests in, such Debtors or any other Person, (ii) prejudice in any manner the rights of such Debtors or any other Person, or (iii) constitute an admission of any sort by such Debtors or any other Person.

F. Plan Supplement

The Plan Supplement shall be filed with the Clerk of the Bankruptcy Court at least five (5) business days prior to the Voting Deadline or by such later date as may be established by order of the Bankruptcy Court. Upon such filing, all documents included in the Plan Supplement may be inspected in the office of the Clerk of the Bankruptcy Court during normal business hours. Holders of Claims or Interests may obtain a copy of any document included in the Plan Supplement upon written request to the Debtors in accordance with Section XII.G of the Plan.

G. Service of Documents

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

The Debtors:

Plastech Engineered Products, Inc.
Attn: James Carroll
835 Mason⁴ Mt. Royal Avenue
Dearborn, MI 48124

~~Attn: Senior Counsel~~ Suite 420

Marlboro, MA 01752

Tel: ~~(313) 791-8140~~ (508) 229-3366

Fax: ~~(313) 228-7271~~ (508) 229-3365

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square
P.O. Box 636
Wilmington, DE 19899-0636
Attn: Gregg M. Galardi, Esq.
Tel: (302) 651-3000
Fax: (302) 651-3001

and

Allard & Fish, P.C.
535 Griswold, Suite 2600
Detroit, Michigan 46226
Attn: Deborah L. Fish, Esq.
Tel: (313) 961-6141
Fax: (313) 961-6142

The Creditors' Committee:

Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, MI 48226-3435
Attn: Joel D. Applebaum, Esq.
Attn: Robert A. Gordon, Esq.
Tel: (313) 965-8300
Fax: (313) 965-8252

The Liquidating Trust/The Liquidating Trustee:

Plastech Engineered Products, Inc.
Attn: James Carroll
4 Mt. Royal Avenue
Suite 420
Marlboro, MA 01752
Tel: (508) 229-3366
Fax: (508) 229-3365

The Claims Agent:

By Mail:

Donlin, Recano & Company, Inc., as Agent for
the United States Bankruptcy Court
Re: Plastech Engineered Products, Inc., et
al., Claims Processing
P.O. Box 899, Madison Square Station
New York, NY 10010

By Hand-Delivery or Overnight Courier::

Donlin, Recano & Company, Inc., as Agent for
the United States Bankruptcy Court
Re: Plastech Engineered Products, Inc., et
al., Claims Processing
419 Park Avenue South, Suite 1206
New York, NY 10016

H. Plan Supplement(s)

Exhibits to the Plan not attached hereto shall be filed in one or more Plan Supplements by the Exhibit Filing Date. Any Plan Supplement (and amendments thereto) filed by the Plan Proponents shall be deemed an integral part of the Plan and shall be incorporated by reference as if fully set forth herein. Substantially contemporaneously with their filing, the Plan Supplements may be viewed at the office of the clerk of the Court or its designee during normal business hours, by visiting the Court's website at www.dbbmieb.uscourts.gov (PACER account required) or by visiting www.donlinrecano.com. Holders of Claims and/or Interests may obtain a copy of any Plan Supplements upon written request to the Debtors in accordance with Article XII.G of the Plan or by visiting www.donlinrecano.com. The documents contained in any Plan Supplements shall be approved by the Bankruptcy Court pursuant to the Confirmation Order.

I. Effect on Sale Orders, Asset Purchase Agreements, Sale-Related Settlements, and Final DIP Order

Nothing contained in the Plan or any Confirmation Order shall be deemed to conflict with, or derogate from, the terms of the Final DIP Order, the Sale Orders, the Asset Purchase Agreements or the Sale-Related Settlements, such that, to the extent that there are any inconsistencies between the terms of the Final DIP Order, the Sale Orders, the Asset Purchase Agreements or the Sale-Related Settlements, on the one hand, and the Plan and the Confirmation Order, on the other hand, the terms of the Final DIP Order, the Sale Orders, the Asset Purchase Agreements and the Sale-Related Settlements shall govern.

J. Reconstitution of Creditors' Committee as Post-Effective Date Committee

1. On and as of the Effective Date, the Creditors' Committee shall be reconstituted as the Post-Effective Date Committee, whose members shall be selected by the Creditors' Committee. The members of the Creditors' Committee who are not selected as members of the Post-Effective Date Committee shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases. It is expected that Clark Hill shall serve as counsel for the Post-Effective Date Committee, which representation shall not preclude Clark Hill from also representing the Liquidating Trustee. The services of other professionals retained by the Creditors' Committee shall terminate on the Effective Date.

2. In the event of the death or resignation of any member of the Post-Effective Date Committee after the Effective Date, a majority of the remaining members of the Post-Effective Date Committee shall have the right to designate a successor from among the Holders of General Unsecured Claims. Until a vacancy on the Post-Effective Date Committee is filled, the Post-Effective Date Committee shall function in its reduced number.

3. The Liquidating Trustee shall consult with the Post-Effective Date Committee on a regular basis concerning the Liquidating Trustee's investigation, prosecution, and proposed settlement of Claims. ~~The Liquidating~~

52 DeltaView comparison of [pcdocs://wilsr01a/544931/14](#) and [pcdocs://wilsr01a/544931/17](#).
Performed on 12/2/2008.

~~Trust Agreement shall contain protocols for the~~ It is expected that Clark Hill, in its capacity as a Liquidating Trustee Professional, will assume primary responsibility for the investigation, prosecution and settlement of ~~Claims by the Liquidating Trustee and the involvement of the Post-Effective Date Committee in such settlements.~~ Class 7 General Unsecured Claims, all in accordance with this Plan and the Liquidating Trust Agreement.

4. The duties of the Post-Effective Date Committee shall also include services related to any Final Fee Applications filed pursuant to Section IX.A.1. of the Plan, and the Post-Effective Date Committee shall have the right to be heard on all issues relating to such Final Fee Applications.

5. The reasonable and necessary fees and expenses of the Post-Effective Date Committee and the reasonable and necessary fees and expenses of the professionals employed by the Post-Effective Date Committee in connection with its duties and responsibilities as set forth in this Plan shall be reimbursed from the First Lien Term Lender Contribution or the Liquidating Trust Operating Reserve, as applicable.

6. The Post-Effective Date Committee shall be dissolved and the members thereof shall be released and discharged of and from further authority, duties, responsibilities, and obligations relating to and arising from and in connection with the Chapter 11 Cases on the later of (i) the date on which final Distributions are made to Holders of Allowed General Unsecured Claims and (ii) the date on which all services related to final fee applications are completed; provided, however, that the Bankruptcy Court may authorize, upon motion of the Post-Effective Date Committee, an earlier dissolution of the Post-Effective Date Committee and release and discharge of its members. The employment of the Post-Effective Date Committee's attorneys shall terminate upon such dissolution.

K. Tax Reporting And Compliance

The Liquidating Trustee is hereby authorized, on behalf of each of the Debtors, to request an expedited determination under Bankruptcy Code section 505(b) of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

L. Filing Of Additional Documents

On or before substantial Consummation of this Plan, the Debtors shall file such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan.

Dated: Detroit, Michigan
~~October 22,~~ December 2, 2008

PLASTECH ENGINEERED PRODUCTS, INC.
(for itself and on behalf of its Subsidiary Debtors)

By: /s/ James P. Carroll
Name: James P. Carroll
Title: Chief Liquidation Officer

/s/ Gregg M. Galardi
Gregg M. Galardi
Christopher S. Chow
Sarah E. Pierce
Kristhy M. Peguero
Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square
P.O. Box 636
Wilmington, Delaware 19899-0636
(302) 651-3000
kristhy.peguero@skadden.com

- and -

Deborah L. Fish (P36580)
Allard & Fish, P.C.
535 Griswold, Suite 2600
Detroit, Michigan 46226
(313) 961-6141
dfish@allardfishpc.com

Counsel for Debtors and Debtors in Possession

/s/ Joel D. Applebaum
Robert D. Gordon (P48627)
Joel D. Applebaum (P36774)
John R. Stevenson (P70241)
Clark Hill PLC
500 Woodward Avenue
Suite 3500
Detroit, Michigan 48226
(313) 965-8300

Counsel to the Official Committee of Unsecured
Creditors

Exhibit A

List of Debtors

Plastech Engineered Products, Inc. (Case No. 08-42417 (PJS))
Plastech Romulus, Inc. (Case No. 08-42418 (PJS))
LDM Holding Mexico, Inc. (Case No. 08-42419 (PJS))
Plastech Decorating Systems, Inc. (Case No. 08-42420 (PJS))
Plastech Frenchtown, Inc. (Case No. 08-42421 (PJS))
LDM Technologies, Inc. (Case No. 08-42422 (PJS))
Plastech Exterior Systems, Inc. (Case No. 08-42423 (PJS))
MBS Polymet, Inc. (Case No. 08-42424 (PJS))
LDM Holding Canada, Inc. (Case No. 08-42425 (PJS))

Exhibit B

(To Be Filed With the Plan Supplement)

Liquidating Trust Agreement

Exhibit C

(To Be Filed With the Plan Supplement)

Non-Exclusive List of Causes of Action and Avoidance Actions

Exhibit D

(To Be Filed With the Plan Supplement)

List of Assumed Agreements

Exhibit E

(To Be Filed With the Plan Supplement)

Section 502(d) Objection Notice

Document comparison done by DeltaView on Tuesday, December 02, 2008 3:50:58 PM

Input:	
Document 1	pcdocs://wilsr01a/544931/14
Document 2	pcdocs://wilsr01a/544931/17
Rendering set	Option 3a strikethrough double score no moves

Legend:	
<u>Insertion</u>	
Deletion	
< Moved from >	
> <u>Moved to</u> <	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	143
Deletions	205
Moved from	0
Moved to	0
Style change	0
Format changed	240
Total changes	588

File a Plan:

[08-42417-pjs Plastech Engineered Products, Inc.](#)

Type: bk

Chapter: 11 v

Office: 2 (Detroit)

Judge: pjs

Assets: y

Case Flag: TranscriptREQ,
JNTADMN, PlnDue

U.S. Bankruptcy Court**Eastern District of Michigan****Notice of Electronic Filing**

The following transaction was received from Gregg Galardi entered on 12/2/2008 at 4:37 PM EST and filed on 12/2/2008

Case Name: Plastech Engineered Products, Inc.

Case Number: [08-42417-pjs](#)

Document Number: [3944](#)

Docket Text:

Amended Chapter 11 Plan Prior To Confirmation *Third Amended Joint Plan of Liquidation Proposed by Plastech Engineered Products, Inc., its Subsidiary Debtors and the Official Committee of Unsecured Creditors (BLACKLINE)* Filed by Debtor In Possession Plastech Engineered Products, Inc. (RE: related document(s)[3943] Amended Plan Prior To Confirmation). (Galardi, Gregg)

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\temp\CONVERT\Plastech - 3rd Amended Plan - BLACKLINE.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1068232149 [Date=12/2/2008] [FileNumber=15467875-0] [a1e74009232c3aa9c8a07ce5e9e772f2bd5deacbda54cdebb025c4454df9ce6e68c9f94eda2559cc74687ff13d79b96a12672888613bc71aaeffbb0aa3ae549]]

08-42417-pjs Notice will be electronically mailed to:

John G. Adam jga@martensice.com, jefferson@martensice.com

Steven Alexsy salexsy@seyburn.com, bsharp@seyburn.com

Joel D. Applebaum japplebaum@clarkhill.com

Josef S. Athanas josef.athanas@lw.com, chefiling@lw.com

Robert J. Bahret rbahret@bahret-law.com