

"APPENDIX A"

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

-----X
In re: : **Chapter 11**
: :
AMERIPOL SYNPOL CORPORATION, : **Case No. 02-13682 (KJC)**
: :
: :
Debtor. :
-----X

**AMENDED PLAN OF REORGANIZATION OF
AMERIPOL SYNPOL CORPORATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Dated: February 13, 2004
Wilmington, Delaware

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INTRODUCTION

Ameripol Synpol Corporation, a Delaware corporation, debtor and debtor-in-possession, proposes the following chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code for the resolution, satisfaction and discharge of all Claims against and Equity Interests in the Debtor. The Debtor is the proponent of this Plan (as defined below) within the meaning of section 1129 of the Bankruptcy Code.

Reference is made to the Debtor's Amended Disclosure Statement pursuant to section 1125 of the Bankruptcy Code (the "Disclosure Statement") distributed contemporaneously herewith, which contains a discussion of the Debtor's history, business, property, risk factors and a summary and analysis of this Plan.

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Definitions

For purposes of this Plan, unless the context otherwise requires, all capitalized terms herein shall have the meanings ascribed to them in this Article I of this Plan; any capitalized 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; and 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:

(a) **"Administrative Claims Bar Date"** means the deadline for filing proofs of claim, motions or requests for payment of Administrative Expense Claims established by order of the Bankruptcy Court, except with respect to claims for compensation and reimbursement of expenses under sections 330, 331 or 503 of the Bankruptcy Code.

(b) **"Administrative Expense Claim"** means any right to payment constituting a cost or expense of administration of the Chapter 11 Case allowed under sections 503(b), 507(a)(1) and 1114(e) of the Bankruptcy Code, including without limitation, (a) any actual and necessary costs and expenses, incurred on and after the Petition Date, of preserving the Estate, (b) any actual and necessary costs and expenses, incurred on and after the Petition Date, of operating the Debtor in Possession's business in the ordinary course of business, (c) any indebtedness or obligations incurred or assumed by the Debtor in Possession during the Chapter 11 Case in the ordinary course of its business, (d) any allowances of compensation and reimbursement of expenses to the extent allowed by Final Order under sections 330 or 503 of the Bankruptcy Code, and (e) any fees or charges assessed against the Estate under Section 1930 of chapter 123 of title 28 of the United States Code.

(c) **"Affiliate"** shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

(d) **"Allowed Claim" or "Allowed Interest"** means a Claim or any portion thereof, or an Equity Interest or any portion thereof, (a) that has been allowed by a Final Order of the Bankruptcy Court (or such other court or forum as the Reorganized Debtor and the holder of such Claim or Equity Interest agree may adjudicate such Claim or Equity Interest and objections thereto), or (b) as to which, on or by the Effective Date, (i) no proof of Claim or Equity Interest has been filed with the Bankruptcy Court and (ii) the liquidated and noncontingent amount of which is included in the Debtor's Schedules, other than a Claim or Equity Interest that is scheduled in the Schedules at zero, in an unknown amount, or as disputed, or (c) for which proof of Claim or Equity Interest in a liquidated amount has been timely filed with the Bankruptcy Court pursuant to the Bankruptcy Code, any Final Order of the Bankruptcy Court or other applicable bankruptcy law, and as to which either (i) no objection to its allowance has been filed within the periods of limitations fixed by the Bankruptcy Code, or by any order of the Bankruptcy Court, or (ii) any objection to its allowance has been settled or withdrawn or has been denied by a Final Order.

(e) **"Assets"** means all legal or equitable interests of the Debtor in any and all property as described in Section 541 of the Bankruptcy Code, of any nature, including, but not limited to, any real estate, buildings, structures, improvements, privileges, rights, easements, leases, subleases, licenses, goods, materials, supplies, furniture, fixtures, equipment, work in process, accounts, chattel paper, cash, deposit accounts, reserves, deposits, contractual rights, shares of stock or other instrument evidencing direct or indirect ownership in any Entity, intellectual property rights, Claims, causes of actions and any other general intangibles, and the proceeds, product, offspring, rents or profits thereof.

(f) **"Ballots"** means the ballot forms distributed with the Disclosure Statement to holders of Impaired Claims entitled to vote in connection with the solicitation of acceptance of this Plan.

(g) **"Bankruptcy Code"** means the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as now in effect or as hereafter amended from time to time.

(h) **"Bankruptcy Court"** means the United States District Court for the District of Delaware having jurisdiction over the Chapter 11 Case and, to the extent of any reference made under section 157 of title 28 of the United States Code, the unit of such District Court having jurisdiction over the Chapter 11 Case under section 151 of title 28 of the United States Code.

(i) **"Bankruptcy Rules"** means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as hereafter amended from time to time, and any Local Rules of the Bankruptcy Court.

(j) **"Bar Date"** means April 11, 2003, the last day established by the order of the Bankruptcy Court for filing and serving upon the Claims Agent proofs of Claim against the Debtor.

(k) **"Business Day"** means any day, excluding Saturdays, Sundays or any other day on which commercial banks in New York, New York are required or authorized to close by law or executive order.

(l) **"Cash"** means legal tender of the United States of America.

(m) **"Chapter 11 Case"** means the Debtor's voluntary case (No. 02-13682 (KJC) filed with the Bankruptcy Court under chapter 11 of the Bankruptcy Code.

(n) **"Claim"** shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

(o) **"Claims Agent"** means The Garden City Group.

(p) **"Class"** means any group of substantially similar Claims or Equity Interests classified by this Plan pursuant to section 1122 of the Bankruptcy Code.

(q) **"Commencement Date"** means December 16, 2002, the date on which the Debtor commenced the Chapter 11 Case.

(r) **"Confirmation"** means the issuance by the Bankruptcy Court of the Confirmation Order.

(s) **"Confirmation Date"** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on its docket maintained with respect to the Chapter 11 Case.

(t) **"Confirmation Order"** means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

(u) **"Creditor"** means any Entity who holds a Claim against the Debtor.

(v) **"Creditors' Committee"** means the official statutory committee of unsecured creditors heretofore appointed pursuant to section 1102(a) of the Bankruptcy Code in the Chapter 11 Case by the Office of the United States Trustee.

(w) **"Debtor"** means Ameripol Synpol Corporation, a Delaware corporation.

(x) **"Debtor in Possession"** means the Debtor in its capacity subsequent to the Commencement Date as debtor in possession in the Chapter 11 Case under sections 1101, 1107(a) and 1108 of the Bankruptcy Code.

(y) **"DEC"** means Degussa Engineered Carbons, L.P., a Delaware limited partnership.

(z) **"Disbursing Agent"** means with respect to each Class of Claims

and Equity Interests, the Reorganized Debtor.

(aa) **"Disclosure Statement"** means the written amended disclosure statement that relates to this Plan, as may have been or may be amended, supplemented or modified from time to time, and that is prepared and distributed in accordance with section 1125 of the Bankruptcy Code and Rule 3018 of the Bankruptcy Rules.

(bb) **"Disputed"** means, with respect to a Claim or Equity Interest, any such Claim or Equity Interest that is (a) neither allowed nor disallowed pursuant to the Plan or a Final Order nor deemed allowed pursuant to the Plan or sections 502, 503, or 1111 of the Bankruptcy Code or (b) for which a proof of Claim or Equity Interest (or in the case of an administrative expense, a proof of Claim, motion or request for payment) has been filed with the Bankruptcy Court, to the extent any party in interest has interposed a timely objection or request for estimation in accordance with the Plan, the Bankruptcy Code, and the Bankruptcy Rules, which objection or request for estimation has not been withdrawn or determined by a Final Order.

(cc) **"Distribution Account"** means the interest bearing escrow account to be opened and maintained by the Debtor at a domestic bank to be identified in the Confirmation Order, for the purpose of holding in escrow and in trust Cash to be used exclusively to fund distributions to be made to holders of Allowed Class 3 Claims under this Plan and any payments that may be due to the Post-Effective Date Creditor Representative under this Plan. On the Effective Date, or on the next business day thereafter, the Debtor shall deposit into the Distribution Account the lesser of (a) fifteen (15%) percent of the total aggregate amount of all Allowed and all Disputed Class 3 Claims as of the Effective Date; or (b) \$6,200,000. After the Effective Date and after two (2) business days notice, counsel for the Creditors' Committee shall wire the Net Settlement Payment into the Distribution Account, with any balance of the Settlement Payment to be contemporaneously wired to the Debtor.

(dd) **"ECI"** means Engineered Carbons, Inc., a Delaware corporation and an Affiliate of the Debtor.

(ee) **"Effective Date"** means the Business Day on which all conditions to the consummation of this Plan as set forth in Article X of this Plan have been satisfied or waived as provided in Article X of this Plan, and is the effective date of the Plan.

(ff) **"Entity"** shall have the meaning set forth in section 101 (15) of the Bankruptcy Code.

(gg) **"Equity Interests"** means the interests of GVC as the holder of all of the equity securities of the Debtor represented by all of the issued and outstanding shares of common or preferred stock or other instrument evidencing a present ownership interest in the Debtor, whether or not transferable, or any option, warrant or right, contractual or otherwise, to acquire, in connection with or related to, any such interest, including, without limitation, any rights with respect to the Debtor under any registration rights agreement or stockholders agreement to which the Debtor is a party.

(hh) **"Estate"** means the Debtor's estate created pursuant to section

541 of the Bankruptcy Code upon the commencement of the Chapter 11 Case.

(ii) **"ExxonMobil"** means ExxonMobil Chemical Company.

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

(kk) **"General Secured Claim"** means (a) a Claim that is secured by a Lien or security interest in the Debtor and its Assets, which Lien or security interest is valid, perfected, and enforceable under applicable law or by reason of a Final Order; or (b) a Claim that is subject to setoff under section 553 of the Bankruptcy Code, but only to the extent of the value of the creditor's interest in the Debtor's interest in such property, or to the extent of the amount subject to setoff, which value shall be determined as provided in section 506 of the Bankruptcy Code.

(ll) **"General Unsecured Claim"** means any Claim against the Debtor other than an Administrative Expense Claim, a General Secured Claim, a Priority Non-Tax Claim, a Priority Tax Claim, a GVC Claim, or an Intercompany Claim.

(mm) **"GVC"** means GVC Holdings, Inc., a Delaware corporation and the sole shareholder of the Debtor.

(nn) **"GVC Claims"** means any and all Claims held by GVC for moneys loaned to the Debtor both before and subsequent to the Commencement Date.

(oo) **"Impaired"** when used with reference to a Claim or an Equity Interest shall have the meaning set forth in section 1124 of the Bankruptcy Code.

(pp) **"Intercompany Claims"** means any Claims of an Affiliate of the Debtor against the Debtor, other than any GVC Claims and the Claims held by DEC.

(qq) **"Lien"** means any claim, charge or encumbrance against or interest in property to secure payment of a debt or performance of an obligation, pledge, covenant, restriction, security interest, title defect and other encumbrance.

(rr) **"Net Settlement Payment"** means the Settlement Payment less

any amounts, not to exceed three hundred thousand (\$300,000) dollars or such lesser maximum amount, if any, as may hereafter be agreed between the Debtor and the Creditors' Committee or, absent such agreement, such amount, if any, shall be fixed by Final Order of the Bankruptcy Court at or prior to Confirmation, paid on account of Allowed Priority Tax Claims and Allowed Priority Non-Tax Claims.

(ss) **"Objection Bar Date"** means the date by which all objections to Claims shall be filed by the Debtor, as established in accordance with Section 8.3 of this Plan.

(tt) **"Participation Payment"** means net proceeds of any sale, transfer, conveyance or other disposition (collectively, a "Transfer") of ECI's interest in DEC and in Degussa Engineered Carbons LLC, not to exceed an amount equal to the lesser of (i) 25% of the Net Proceeds; or (ii) five million dollars (\$5,000,000), with accrued simple interest at the rate of six (6%) percent for every twelve (12) month period commencing May 1, 2003 until paid, all as more fully set forth in that certain "Participation Agreement for Degussa Engineered Carbons Sale Proceeds" dated April 25, 2003, by and among the Creditors' Committee, ECI and GVC.

(uu) **"Pipeline"** means that certain liquid chemical transport pipeline owned by the Debtor which runs from the Debtor's former facility in Port Neches, Texas to Orange, Texas.

(vv) **"Pipeline Leases"** means (i) that certain lease, dated January 1, 2001, between the Debtor and ExxonMobil regarding ExxonMobil's use of the Pipeline, and (ii) each of the easements, leases, grants and rights of way related to the Pipeline.

(ww) **"Plan"** means this amended chapter 11 plan of reorganization (including all exhibits annexed hereto), dated February 12, 2004, either in its present form or as it may hereafter be altered, amended or modified from time to time.

(xx) **"Post-Effective Date Creditors' Representative"** means the person, or his or her successor, chosen by the Creditor's Committee prior to the Effective Date to perform the functions set forth in Section 7.5 of this Plan.

(yy) **"Priority Non-Tax Claim"** means any Claim which is or may be entitled to priority in accordance with section 507(a) of the Bankruptcy Code (other than Administrative Expense Claims and Priority Tax Claims).

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

(aaa) **"Ratable Proportion"** means, with reference to any distribution on account of any Claim in any Class, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of Claims or Allowed Claims, as the case may be, in the same Class.

(bbb) **"Reorganized Debtor"** means the Debtor as it will be reorganized

on and after the Effective Date in accordance with this Plan.

(ccc) **"Schedules"** means the schedules of assets and liabilities and the statement of financial affairs heretofore filed by the Debtor in accordance with section 521 of the Bankruptcy Code and Rule 1007 of the Bankruptcy Rules, and the Official Bankruptcy Forms of the Bankruptcy Rules, as such schedules and statements may have been or may be supplemented or amended through the Confirmation Date.

(ddd) **"Settlement Agreement"** means that certain "Term Sheet for Settlement Between Official Unsecured Creditors Committee and Debtor Respecting A Plan of Reorganization And Respecting Certain Claims" dated as of April 10, 2003 between the Debtor and the Creditors' Committee, approved by order of the Bankruptcy Court dated April 25, 2003.

(eee) **"Settlement Payment"** means the sum of five million two hundred thousand (\$5,200,000) dollars, plus interest earned thereon, previously deposited with counsel for the Creditors' Committee pursuant to and in consideration of the Settlement Agreement.

(fff) **"Subordination Amount"** means an amount to be made available for distribution to General Unsecured Creditors under this Plan pursuant to and in consideration of the Settlement Agreement, said amount to equal the lesser of (A) fifteen (15%) percent of the aggregate amount of all Allowed General Unsecured Claims, or (B) the sum of six million two hundred thousand (\$6,200,000) dollars.

(ggg) **"Unimpaired"** means, when used with reference to a Claim or Equity Interest, a Claim or Equity Interest that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

(hhh) **"Unimpaired Claim"** means a Claim that is not an Impaired Claim.

1.2 Construction of Certain Terms

For purposes of the Plan, any reference in this Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified or supplemented. Unless otherwise specified, (a) all references in this Plan to Sections, Articles and Exhibits are references to sections, articles and exhibits of or to this Plan, (b) the words "herein", "hereof", "hereunder" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan, and (c) captions and heading to Articles and Sections are inserted for convenience of reference only and not intended to be part of or affect the interpretation of this Plan. The rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

1.3 Computation of Time

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

1.4 Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of (i) the State of Delaware shall govern the construction and implementation of this Plan and any agreements, documents and instruments executed in connection with this Plan, and (ii) that the laws of the state of incorporation of the 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.

ARTICLE II

TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS AND PRIORITY TAX CLAIMS

2.1 Administrative Expense Claims

The Debtor shall pay to each holder of an Allowed Administrative Expense Claim, on account of its Administrative Expense Claim and in full satisfaction thereof, Cash equal to the amount of such Allowed Administrative Expense Claim on, or as soon as practicable after, the later of the Effective Date and the day on which such Claim becomes an Allowed Claim, unless the holder and the Debtor agree or will have agreed to other treatment of such Claim, or an order of the Bankruptcy Court provides for other payment terms; provided, however, that if incurred in the ordinary course of business or otherwise assumed by the Debtor pursuant to this Plan, an Allowed Administrative Expense Claim shall be assumed on the Effective Date and paid, performed or settled by the Debtor when due in accordance with the terms and conditions of the particular agreement(s) governing such obligation or liability.

2.2 Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim agrees with the Debtor to a different treatment of an Allowed Priority Tax Claim, the Debtor shall, at its sole option, pay to each holder of an Allowed Priority Tax Claim either (i) Cash in an amount equal to such Allowed Priority Tax Claim on the later of the Effective Date and the date on which such Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as is practicable, or (ii) deferred Cash payments, over a period not exceeding six (6) years after the date of assessment of such Claim, with interest at the rate of six (6%) percent per annum such that the total payments are of a value, as of the Effective Date, equal to the Allowed amount of such Claim. All Allowed Priority Tax Claims which are not due and payable on or before the Effective Date shall be paid in the ordinary course of business in accordance with the terms thereof or accorded such other treatment as may be permitted under section 1129(a)(9) of the Bankruptcy Code. In the event that an Allowed Priority Tax Claim is secured by a Lien on Assets of the Debtor, or on proceeds thereof, such Allowed Priority Tax Claim shall be treated and deemed to be a Class 1 Allowed General Secured Claim.

ARTICLE III

CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

Claims, other than Administrative Expense Claims and Priority Tax Claims, are classified for all purposes as follows:

Class 1 – General Secured Claims	Class 1 consists of Allowed General Secured Claims against the Debtor.
Class 2 – Priority Non-Tax Claims:	Class 2 consists of all Allowed Priority Non-Tax Claims against the Debtor.
Class 3 – General Unsecured Claims:	Class 3 consists of all Allowed General Unsecured Claims against the Debtor.
Class 4 – GVC Secured Claims	Class 4 consists of the GVC Claims which are secured by a valid, perfected and enforceable security interest in, and Lien(s) on, the Debtor and its Assets.
Class 5 – Intercompany Claims:	Class 5 consists of all Allowed Intercompany Claims against the Debtor.
Class 6 – Equity Interests:	Class 6 consists of all Allowed Equity Interests in the Debtor.

ARTICLE IV

TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.1 Class 1 – General Secured Claims

(a) **Impairment and Voting.** Class 1 is Unimpaired by this Plan. No holder of an Allowed Class 1 Claim is entitled to vote to accept or reject this Plan. The holders of Class 1 Claims are conclusively presumed to have accepted this Plan.

(b) **Treatment of Class 1 Claims.** On the Effective Date, each holder of an Allowed General Secured Claim shall, at the election of the Debtor in its sole judgment and discretion, receive: (i) Cash in the amount of such Allowed General Secured Claim, or (ii) deferred Cash payments totaling at least the allowed amount of such Claim, of a value as of the Effective Date, of at least the allowed amount of such Claim, and shall retain the Liens securing such Claim on property of the Debtor in the county in which such Claim arose, or on the proceeds of such property, to the extent of the allowed amount of such Claim, or (iii) a cash payment on or before the sixth (6th) anniversary of the Effective Date in the Allowed amount of such General Secured Claim together with semiannual interest payments at an annual interest rate of six (6%) percent such that the total payments are of a value, as of the Effective Date of this Plan, equal to the Allowed amount of such Claim, and retention of the Liens securing such Claim on the Assets of the Debtor in the county in which such Claim arose, or on the proceeds of such property, to the extent of the Allowed amount of such Claim, (iv) such other treatment as determined by a Final Order of the Bankruptcy Court, as may be required to render such Claim

an Unimpaired Claim, or (v) such other treatment as may be agreed upon between the holder of such General Secured Claim and the Debtor. In no event shall the Settlement Payment or the Subordination Amount be used to pay Allowed General Secured Claims.

4.2 Class 2 - Priority Non-Tax Claims

(a) **Impairment and Voting.** Class 2 is Unimpaired by this Plan. No holder of an Allowed Class 2 Claim is entitled to vote to accept or reject this Plan. The holders of Class 2 Claims are conclusively presumed to have accepted this Plan.

(b) **Treatment of Class 2 Claims.** On the Effective Date, except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a different treatment of such Allowed Priority Non-Tax Claim, each holder of an Allowed Priority Non-Tax Claim shall receive (i) Cash in the amount of such Allowed Priority Non-Tax Claim in accordance with section 1129(a)(9) of the Bankruptcy Code and/or (ii) such other treatment, as determined by a Final Order of the Bankruptcy Court as may be required to render such Claim Unimpaired. All Allowed Priority Non-Tax Claims which are not due and payable on or before the Effective Date shall be paid in the ordinary course of the Reorganized Debtor's business in accordance with the terms thereof.

4.3 Class 3 - General Unsecured Claims

(a) **Impairment and Voting.** Class 3 is Impaired by this Plan. Each holder of an Allowed Claim in Class 3 is entitled to vote to accept or reject this Plan.

(b) **Treatment of Class 3 Claims.** On the Effective Date or as soon thereafter as reasonably practical, each holder of an Allowed General Unsecured Claim shall receive in full satisfaction, settlement, compromise, release and discharge of and in exchange for its General Unsecured Claim, the aggregate of (i) Cash in an amount equal to such holder's Ratable Proportion of the Net Settlement Payment; (ii) Cash in an amount equal to such holder's Ratable Proportion of the Subordination Amount, and (iii) such holder's Ratable Proportion of the Participation Payment if, as and when such Participation Payment may become available, subject to the limitations contained in Section 1.1 (tt) hereof.

4.4 Class 4 – GVC Secured Claims.

(a) **Impairment and Voting.** Class 4 is Unimpaired by this Plan. In addition, GVC has consented to the treatment of the GVC Claims as set forth in this Plan. GVC is conclusively presumed to have accepted this Plan, and the GVC Claims are not entitled to vote to accept or reject this Plan.

(b) **Treatment of Class 4 Claims.** On the Effective Date, GVC shall retain, subject to the terms and provisions of the Settlement Agreement, all of its existing legal, contractual and equitable rights with respect to the GVC Claims and its Liens upon and security interests in the Assets, subject to the terms and provisions of this Plan.

4.5 Class 5 - Intercompany Claims

(a) **Impairment and Voting.** Class 5 is Impaired by this Plan. However, the holders of the Class 5 Claims have consented to the treatment of the Class 5 Claims as set forth in this Plan. Accordingly, Allowed Claims in Class 5 are not entitled to vote to accept or reject this Plan.

(b) **Treatment of Class 5 Claims.** Holders of Intercompany Claims will not receive any distribution of property under the Plan on account of their Intercompany Claims and, on the Effective Date, all of the Intercompany Claims will be cancelled.

4.6 Class 6 - Equity Interests

(a) **Impairment and Voting.** Class 6 is Unimpaired by this Plan. For purposes of this Plan, the holder of the Allowed Equity Interest is conclusively presumed to have accepted this Plan.

(b) **Treatment of Class 6 Equity Interests.** On the Effective Date, except to the extent that the holder of the Allowed Equity Interest agrees to a different treatment of such Allowed Equity Interest, the legal and equitable rights of such holder of an Allowed Equity Interest shall be Unimpaired and such holder shall retain such Equity Interest which is held as of the Commencement Date.

ARTICLE V

ACCEPTANCE OR REJECTION OF THIS PLAN

5.1 Voting of Claims

Each holder of an Allowed Claim in Class 3 shall be entitled to vote to accept or reject this Plan as provided for in the order entered by the Bankruptcy Court establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject this Plan (a copy of which was distributed together with the Disclosure Statement). For purposes of calculating the number of Allowed Claims in a Class of Claims that have voted to accept or reject this Plan under section 1126(c) of the Bankruptcy Code, all Allowed Claims in such Class held by one entity or any affiliate thereof (as defined in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended) shall be aggregated and treated as one Allowed Claim in such Class.

5.2 Acceptance by a Class of Creditors

Consistent with section 1126(c) of the Bankruptcy Code and except as provided for in section 1126(e) of the Bankruptcy Code, a Class of Creditors shall have accepted this Plan if it is accepted by at least two-thirds (2/3's) in dollar amount and more than one-half (1/2) in number of the holders of Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan.

5.3 Presumed Acceptance of Plan

Class 1, Class 2 and Class 4 Creditors and Class 6 Equity Interest holders are

Unimpaired under this Plan and, therefore, are conclusively presumed to accept this Plan and are not entitled to vote to assume or reject the Plan. In addition, Class 4 and Class 5 Creditors have consented to the treatment of their Claims as set forth in this Plan and are therefore presumed to accept the Plan and are not entitled to vote to assume or reject the Plan. The Debtor shall utilize the provisions of section 1129(b) of the Bankruptcy Code to satisfy the requirements for confirmation of this Plan over the rejection, if any, of any other Class entitled to vote to accept or reject this Plan.

ARTICLE VI

MEANS FOR IMPLEMENTATION AND EXECUTION OF THIS PLAN

6.1 Continuing Existence

(a) From and after the Effective Date, the Debtor shall continue in existence as the Reorganized Debtor. The operation of the Reorganized Debtor shall become the general responsibility of the Debtor's Board of Directors subject to, and in accordance with, the Reorganized Debtor's certificate of incorporation and bylaws.

(b) From and after the Effective Date, the current officers of the Debtor shall continue to serve as officers of the Reorganized Debtor and then in their capacities through the date any such officer resigns, is replaced, is terminated or otherwise unable to serve.

(c) From and after the Effective Date, each member of the Debtor's current Board of Directors shall continue to serve as director of the Reorganized Debtor, in its capacity through the date such director resigns, is replaced, is terminated or otherwise unable to serve.

6.2 Closing of the Chapter 11 Case

When all Disputed Claims filed against the Debtor have become Allowed Claims or have been disallowed by Final Order, and all Cash will have been distributed in accordance with this Plan, or at such earlier time as the Debtor deems appropriate, the Debtor shall seek authority from the Bankruptcy Court to close the Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules.

6.3 Funding of the Plan

The Plan shall be funded by (i) the Settlement Payment, (ii) the Subordination Amount, (iii) Cash held by the Debtor as of the Effective Date, and (iv) additional Cash as may be received by the Reorganized Debtor after the Effective Date from operations, asset dispositions or borrowings.

6.4 Distribution Account

As soon as practicable after the Confirmation Date, and in no event later than the Effective Date, the Debtor shall establish the Distribution Account for the purpose of holding in escrow and in trust Cash to be used exclusively to fund distributions to be made to holders of

Allowed Class 3 Claims under this Plan and any payments that may be due to the Post-Effective Date Creditor Representative under this Plan. On the Effective Date, or on the next business day thereafter, the Debtor shall deposit into the Distribution Account the lesser of (a) fifteen (15%) percent of the total aggregate amount of all Allowed and all Disputed Class 3 Claims as of the Effective Date; or (b) \$6,200,000. After the Effective Date and after two (2) business days notice, counsel for the Creditors' Committee shall wire the Net Settlement Payment into the Distribution Account, with any balance of the Settlement Payment to be contemporaneously wired to the Debtor.

6.5 Articles of Incorporation and By-Laws

The Articles of Incorporation and Bylaws of the Debtor shall be amended as may be required in order that they are consistent with the provisions of the Plan and the Bankruptcy Code. The Articles of Incorporation of the Debtor shall, among other things, provide, pursuant to section 1123(a)(6) of the Bankruptcy Code, for a provision prohibiting the issuance of non-voting equity securities for a period of two (2) years from the Effective Date and, if applicable, a provision setting forth an appropriate distribution of voting power among classes of equity securities possessing voting power, including, in the case of any class of equity securities having a preference over another class of equity securities with respect to dividends, adequate provisions for the election of directors representing such preferred class in the event of default in the payment of such dividends.

ARTICLE VII

PROVISIONS GOVERNING DISTRIBUTIONS

7.1 Effective Date Payments and Distributions

On the Effective Date, or as soon thereafter as practicable, the Debtor shall remit Cash to holders of (i) Allowed Administrative Expense Claims, (ii) Allowed Priority Tax Claims, (iii) Allowed General Secured Claims; (iv) Allowed Priority Non-Tax Claims (Allowed Class 2 Claims), and (v) Allowed General Unsecured Claims (Allowed Class 3 Claims), in each case to the extent applicable in accordance with this Plan and in accordance with the Settlement Agreement.

7.2 Distributions of Cash

Distributions of Cash to be made by the Debtor under the Plan shall be made by check or by wire transfer, in the Debtor's discretion, from the Distribution Account.

7.3 Delivery of Distributions and Undeliverable Distributions

Distributions to holders of Allowed Claims shall be made at the address of each such holder as set forth on the Schedules filed with the Bankruptcy Court unless superseded by the address as set forth on the proofs of Claim filed by such holders or other writing notifying the Debtor of a change of address. If any holder's distribution is returned as undeliverable, no further distributions to such holder shall be made unless and until the Debtor 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. All Claims for undeliverable distributions shall be made on or before one hundred and eighty (180) days after the date such undeliverable distribution was initially made. After such date, the holder of any such Claim shall not be entitled to any other or further distribution under this Plan on account of such Claim, and all funds held on account of such voided check ("Uncollected Funds") shall be used to satisfy any unpaid obligations of the Debtor to make distributions to holders of Allowed Class 3 Claims under the Plan.

7.4 Rights and Powers of the Reorganized Debtor as Disbursing Agent

The Reorganized Debtor shall be empowered to (i) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under this Plan, (ii) make all distributions contemplated by this Plan, (iii) employ professionals to represent it with respect to its responsibilities under this Plan, and (iv) exercise such other powers as may be vested in the Reorganized Debtor as the Disbursing Agent by order of the Bankruptcy Court or as deemed to be necessary and proper to implement the provisions of this Plan. The Reorganized Debtor shall be solely responsible for the payment of all fees, expenses, and costs incurred as Disbursing Agent. In no event shall the Settlement Payment or the Subordination Amount be used to pay such fees, expenses and costs.

7.5 The Post-Effective Date Creditors' Representative

(a) Prior to the Effective Date, the Creditors' Committee shall appoint the Post-Effective Date Creditors' Representative, who shall be reasonably acceptable to the Debtor, and provide immediate notice of such appointment to the Debtor.

(b) At least fourteen (14) days prior to the distribution of any funds by the Reorganized Debtor in accordance with the terms and provisions of this Plan, the Reorganized Debtor shall provide the Post-Effective Date Creditors' Representative with the following: (i) a schedule including the name of each Creditor receiving a payment pursuant to such distribution; and (ii) the amount of Estate funds being expended pursuant to such distribution and the amount of funds, if any, still held by the Reorganized Debtor in the Distribution Account.

(c) Upon receipt of notice of an impending distribution as set forth in subsection (b) above, the Post-Effective Date Creditors' Representative shall have seven (7) days to notify the Reorganized Debtor, in writing, of any objections to such distribution. If: (i) the Post-Effective Date Creditors' Representative submits an objection to the Reorganized Debtor; and (ii) the parties are unable to resolve such objection consensually, the Reorganized Debtor shall submit the proposed distribution and objection thereto to the Bankruptcy Court for resolution.

(d) The Post-Effective Date Creditors' Representative may retain counsel, if necessary. The Post-Effective Date Creditors' Representative shall be responsible for submitting to the Reorganized Debtor, on a monthly basis, a detailed statement of all reasonable fees and expenses which it incurred pursuant to the Plan as well as any fees and expenses incurred by its counsel ("Monthly Statement"). Except as set forth herein, the Reorganized

Debtor shall pay all such reasonable fees and expenses (the "Representative Fees"), up to the amount of \$25,000 in the aggregate for any and all fees and/or expenses incurred (the "Fee Cap"), such fees and expenses to be paid, within ten (10) days of the Reorganized Debtor's receipt of a Monthly Statement. Any and all Representative Fees in excess of \$25,000 in the aggregate shall be paid by the Reorganized Debtor from the Settlement Payment and/or the Subordination Amount, provided, however, that the Fee Cap shall not apply with respect to any Representative Fees incurred in successfully obtaining relief from the Bankruptcy Court against the Reorganized Debtor or successfully opposing relief sought by the Reorganized Debtor (collectively, the "Successful Litigation Fees") and no portion of the Successful Litigation Fees shall be paid from either the Settlement Payment or the Subordination Amount. If the Reorganized Debtor objects to any portion of a Monthly Statement, which objection must be submitted to the Post-Effective Date Creditors' Representative within five (5) days of the Reorganized Debtor's receipt of the Monthly Statement, the Reorganized Debtor must (i) pay the portion of such Monthly Statement which is not the subject of an objection, and (ii) timely provide the Post-Effective Date Creditors' Representative with the reason for such objection. If the parties are unable to resolve such objection consensually, the Post-Effective Date Creditors' Representative shall submit the unpaid Monthly Statement request and objection thereto to the Bankruptcy Court for resolution.

The Post-Effective Date Creditors' Representative shall remain in place until the Settlement Payment and the Subordination Amount are paid in full and all distributions to General Unsecured Creditors are made. The rights and duties of the Post-Effective Date Creditors' Representative shall include monitoring and enforcing the rights of General Unsecured Creditors under the Plan. Upon the reasonable request of the Post-Effective Date Creditors' Representative, the Reorganized Debtor shall provide and make available all records and other information necessary for the Post-Effective Date Creditors' Representative to perform its duties.

7.6 Withholding and Reporting Requirements

In connection with consummation of this Plan and all instruments issued in connection herewith and distributed pursuant hereto, the Debtor shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local taxing authority, and all distributions under this Plan shall be subject to any such withholding or reporting requirements.

7.7 Time Bar to Cash Payments

Checks issued by the Debtor in respect of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Requests for reissuance of any check shall be made to the Debtor by the holder of the Allowed Claim to whom such check originally was issued. Any claim in respect of such a voided check shall be made on or before one hundred and eighty (180) days following the date of issuance of such check. After such date, the holder of any such Claim shall not be entitled to any other or further distribution under this Plan on account of such Claim, and all Uncollected Funds held on account of such voided check shall be used to satisfy any unpaid obligations of the Debtor to make distributions to holders of Allowed Class 3 Claims under the Plan.

7.8 Setoffs and Recoupment

The Debtor may, at any time prior to the Confirmation Date and in accordance with section 553 of the Bankruptcy Code and applicable bankruptcy or non-bankruptcy law, but shall not be required to, set off against, or recoup from, any Claim, any and all claims of any nature whatsoever that the Debtor may have against the Creditor. The Debtor or the Reorganized Debtor, as the case may be, shall pursue its rights herein in an appropriate judicial proceeding upon notice and a hearing to the affected Creditor or Entity.

7.9 Professional Fees and Expenses

Each professional person or firm retained with approval by order of the Bankruptcy Court or requesting compensation in the Chapter 11 Case pursuant to sections 330 or 503(b) of the Bankruptcy Code shall be required to file an application for an allowance of final compensation and reimbursement of expenses in the Chapter 11 Case incurred through the Confirmation Date no later than forty-five (45) days after the Effective Date. Objections to any such application shall be filed on or before a date to be set by the Bankruptcy Court. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Confirmation Order or other orders of this Court, all compensation and reimbursement of expenses allowed by the Bankruptcy Court shall be paid by the Debtor or Reorganized Debtor no later than ten (10) days after entry of the order allowing such fees and expenses.

7.10 Transactions on Business Days

If the Effective Date or any other date on which a transaction may occur under this Plan shall occur on a day that is not a Business Day, the transactions contemplated by this Plan to occur on such day shall instead occur on the first ensuing Business Day.

7.11 De Minimis Distributions

The Disbursing Agent shall have no obligation to make a distribution on account of an Allowed Claim if the amount to be distributed to the specific holder of the Allowed Claim on the particular Periodic Distribution Date does not constitute a final distribution to such holder and is or has a value less than \$10.00.

ARTICLE VIII

PROCEDURES FOR RESOLVING AND TREATING DISPUTED CLAIMS

8.1 No Distribution Pending Allowance

Notwithstanding any other provision of this Plan, no Cash or other property shall be distributed under this Plan on account of any Disputed Claim unless and until such Claim becomes an Allowed Claim.

8.2 Resolution of Disputed Claims

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, and

except as otherwise expressly provided for hereinbelow, the Debtor shall have the exclusive right (except as to applications for allowances of compensation and reimbursement of expenses under sections 330 and 503 of the Bankruptcy Code) to make and file objections to Claims and shall serve a copy of each objection upon the holder of the Claim to which the objection is made as soon as practicable. From and after the Confirmation Date, subject to the Effective Date, all objections shall be litigated to a Final Order except to the extent the Debtor elects to withdraw any such objection or the Debtor, and the claimant elect to compromise, settle or otherwise resolve any such objection, in which event they may settle, compromise or otherwise resolve any Disputed Claim without approval of the Bankruptcy Court subject to the review and consent of the Post-Effective Date Creditors' Representative which consent shall not be unreasonably withheld.

8.3 Bar Date for Claim Objections

All objections to Claims shall be filed by the Debtor on or before the Objection Bar Date which shall be the Confirmation Date, or on such later date as the Court may permit for good cause shown on motion or motions of the Debtor.

8.4 Estimation

The Debtor may, at any time on or prior to the Objection Bar Date, request that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtor has previously objected to such Claim, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time, including during litigation concerning any objection to such Claim. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount may constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtor may elect to pursue any supplemental proceedings to object to any ultimate payment of such Claim as determined by the Bankruptcy Court. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another. On and after the Confirmation Date, subject to the Effective Date, Claims which have been estimated subsequently may be compromised, settled, withdrawn or otherwise resolved without further order of the Bankruptcy Court as provided in Section 8.2 of this Plan.

8.5 Distributions Upon Allowance of Disputed Claims

If, on or after the Effective Date, any Disputed Claim becomes an Allowed Claim, the Debtor shall, on the fifteenth (15th) Business Day of the first month following the month in which the Claim becomes an Allowed Claim, distribute to the holder of such Allowed Claim the amount of Cash that such holder would have been entitled to receive under this Plan if such Claim had been an Allowed Claim on the Effective Date.

ARTICLE IX

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

9.1 Executory Contracts and Unexpired Leases

On the Effective Date, all executory contracts and unexpired leases that exist between the Debtor and any person or Entity shall be deemed rejected as of the Commencement Date, except for (i) the Pipeline Leases, (ii) any executory contract or unexpired lease which has been assumed or rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date or (iii) any executory contract or unexpired lease as to which a motion for approval of the assumption or rejection of such executory contract or unexpired lease has been filed and served prior to the Effective Date.

Each executory contract or unexpired lease assumed pursuant to the Plan shall vest in and be fully enforceable by the Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing or providing for its assumption or applicable federal law. The Debtor reserves the right to file a motion on or before the Confirmation Date to assume or reject any executory contract or unexpired lease, including any executory contract or unexpired lease identified in the Plan. Any and all cure costs associated with the Debtor's assumption of an executory contract or unexpired lease will be paid by the Reorganized Debtor. In no event shall the Settlement Payment or the Subordination Amount be used to pay such cure costs.

9.2 Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to this Plan

Claims arising out of the rejection of an executory contract or unexpired lease pursuant to Section 9.1 of this Plan must be filed with the Bankruptcy Court no later than thirty (30) days after the Effective Date. Any Claims not filed within such applicable time period will be forever barred from assertion against the Debtor, the Reorganized Debtor and/or the Estate.

ARTICLE X

EFFECTIVENESS OF THIS PLAN

10.1 Conditions to Confirmation and Consummation of the Plan

The following are conditions precedent to confirmation of this Plan. These conditions may be satisfied or waived by the Debtor, only with the prior written consent of the Creditors' Committee, whose consent shall not be unreasonably withheld, without any further notice to parties in interest or the Court, and without a hearing:

(a) The Bankruptcy Court shall have approved by Final Order a Disclosure Statement with respect to this Plan in form and substance acceptable to the Debtor and reasonably acceptable to the Creditors' Committee; and

(b) The Confirmation Order shall be in form and substance acceptable to the Debtor and reasonably acceptable to the Creditors' Committee; and

(c) Prior to the conclusion of the hearing on Confirmation, the Debtor shall provide evidence to the Bankruptcy Court and the Creditors' Committee sufficient to demonstrate that the Debtor has (or will have on the Effective Date), the requisite funds to pay the Settlement Payment and the Subordination Amount.

10.2 Conditions to the Effective Date

The following are conditions precedent to the occurrence of the Effective Date. These conditions may be satisfied or waived by the Debtor, only with the prior written consent of the Creditors' Committee, whose consent shall not be unreasonably withheld, without any further notice to parties in interest or the Court, and without a hearing:

(a) The Confirmation Order shall have been entered by the Bankruptcy Court and shall have become a Final Order, the Confirmation Date shall have occurred, and no request for revocation of the Confirmation Order under section 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending;

(b) All other actions and all agreements, instruments or other documents necessary to implement the terms and provisions of this Plan will have been executed and delivered to the parties thereto;

(c) The statutory fees due and owing to the United States Trustee shall have been paid in full; and

(d) The Debtor shall have received all authorizations, consents and regulatory approvals, if any, that are determined by the Debtor to be necessary to implement this Plan.

10.3 Waiver of Conditions to Consummation

Each of the conditions set forth in sections 10.1 and 10.2 above may be satisfied or waived in whole or in part by the Debtor (with prior written consent of the Creditors' Committee, which shall not be unreasonably withheld) without any notice to parties in interest or the Bankruptcy Court and without a hearing.

ARTICLE XI

EFFECT OF CONFIRMATION

11.1 Release of Assets

Until the Effective Date, the Bankruptcy Court shall retain jurisdiction of the Debtor, its Assets and properties. Thereafter, jurisdiction of the Bankruptcy Court shall be limited to the subject matters set forth in Article XII of this Plan, and the Debtor shall perform and wind up its affairs as provided in this Plan.

11.2 Binding Effect

On and after the Confirmation Date, and subject to the Effective Date, the provisions of this Plan shall bind any holder of a Claim against, or an Equity Interests in, the Debtor and its successors and assigns, whether or not the Claim or Equity Interest of such holder is impaired under this Plan and whether or not such holder has accepted this Plan.

11.3 Discharge of Debtor

Pursuant to section 1141(d) of the Bankruptcy Code, except as otherwise specifically provided in the Plan or in the Confirmation Order, the distributions and rights that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Confirmation Date (but subject to the occurrence of the Effective Date), of Claims and causes of action, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Equity Interests in the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, rights, and Equity Interests, including, but not limited to, Claims and Equity Interests that arose before the Confirmation Date, any liability (including withdrawal liability) to the extent such Claims relate to services performed by employees of the Debtor prior to the Petition Date and that arise from a termination of employment or a termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, in each case whether or not (a) a proof of Claim or Equity Interest based upon such Claim, debt, right, or Equity Interest is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim or Equity Interest based upon such Claim, debt, right, or Equity Interest is allowed under section 502 of the Bankruptcy Code, or (c) the holder of such a Claim, right, or Equity Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims against and Equity Interests in the Debtor, subject to the Effective Date occurring.

11.4 Term of Injunctions or Stays

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Case pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

11.5 Indemnification Obligations

Subject to the occurrence of the Effective Date, the obligations of the Debtor, only to the extent permitted under the laws of the State of Delaware (or other applicable state), to indemnify, defend or reimburse directors or officers who were or are directors or officers of the Debtor, respectively, against any claims or causes of action as provided in the Debtor's certificate of incorporation, bylaws, applicable state law or contract shall survive confirmation of the Plan, remain unaffected thereby and shall not be discharged.

11.6 Debtor Releases

On the Effective Date, for good and valuable consideration, the Debtor, in its individual capacity and as debtor in possession, and the Reorganized Debtor, will be deemed to release, waive or discharge any claims and causes of action and liabilities (other than the rights of the Debtor or the Reorganized Debtor to enforce this Plan and the contracts, instruments, releases, indentures and other agreements or documents delivered hereunder), 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 on any

act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtor that could have been asserted by or on behalf of the Debtor or its estate or the Reorganized Debtor, against the present and former officers and directors of the Debtor and its direct and indirect subsidiaries, each member of the Creditors' Committee in each member's official position as appointee of the Creditors' Committee, and each of their respective present and former officers, directors, employees, attorneys, financial advisors, accountants, and agents.

11.7 Exculpation and Limitation of Liability

The Debtor, the Reorganized Debtor, the Creditors' Committee, the members of the Creditors' Committee in their capacities as such, and any of such parties' respective present or former members, officers, directors, employees, advisors, attorneys, representatives, financial advisors, investment bankers, or agent and any of such parties' successors and assigns, shall not have or incur, and are hereby released from, any claim, obligation, cause of action, or liability to one another or to any Creditor or Equity 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 in connection with, relating to, or arising out of the Debtor's Chapter 11 Case, negotiation and filing of the Plan, filing the Chapter 11 Case, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for their willful misconduct. No Creditor or Equity Interest holder, or other party in interest, none of their respective agents, employees, representatives, financial advisors, attorneys or affiliates, and no successors or assigns of the foregoing, shall have any right of action against the parties listed in this Article for any act or omission in connection with, relating to or arising out of the Chapter 11 Case, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan except for their willful misconduct.

11.8 Rights of Action

On and after the Confirmation Date, subject to the occurrence of the Effective Date, the Debtor and the Reorganized Debtor will retain and have the exclusive right to enforce any and all present or future rights, claims or causes of action against any person and rights of the Debtor that arose before or after the Commencement Date, including, but not limited to, rights, claims, causes or action, avoiding powers, suits and proceedings arising under sections 545, 549, and 553 of the Bankruptcy Code. Notwithstanding this reservation of rights, the Debtor, Debtor's estate, the Reorganized Debtor and the Debtor's successors and assigns surrender, waive and forever discharge claims that they had, have or may have of any kind or nature whatsoever, including, but not limited to all preference and other avoidance actions, if any, arising under sections 544, 547, 548 and 550 of the Bankruptcy Code against Unsecured Creditors. Such rights are subject to review and objection by the Post-Effective Date Creditors' Representative. The Debtor or the Reorganized Debtor may offset any such claim held against a person against any payment due such person under this Plan; provided, however, that any claims of the Debtor arising before the Commencement Date shall be first offset against claims against the Debtor arising before the Commencement Date. On and after the Confirmation Date, subject to the occurrence of the Effective Date, all Creditors and other persons are permanently

restrained and enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) on account of or respecting any claim, debt, right or cause of action of the Debtor for which the Reorganized Debtor retains sole and exclusive authority to pursue. The Debtor or the Reorganized Debtor, as the case may be, shall pursue its rights herein in an appropriate judicial proceeding upon notice and a hearing to the affected Creditor or Entity.

11.9 Injunction

The confirmation of the Plan shall act as an injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim or cause of action which arose prior to the Effective Date of this Plan, to the fullest extent authorized or provided by the Bankruptcy Code, including, without limitation, to the extent provided for or authorized by sections 524 and 1141 thereof.

ARTICLE XII

RETENTION OF JURISDICTION

12.1 Jurisdiction of Bankruptcy Court

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

(a) To hear and determine any motions for the assumption, assumption and assignment, or rejection of executory contracts or unexpired leases, and the allowance of any Claims resulting therefrom;

(b) To determine any and all pending adversary proceedings, applications, and contested matters;

(c) To hear and determine any objection to any Claims;

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

(e) To issue such orders in aid of execution of this Plan to the extent authorized by section 1142 of the Bankruptcy Code;

(f) To consider any modifications of this Plan, cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(g) To hear and determine all applications for compensation and reimbursement of expenses of professionals under sections 330, 331, and 503(b) of the Bankruptcy Code;

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

(i) To recover all Assets of the Debtor and property of the Estate, wherever located;

(j) To hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code filed, or to be filed, with respect to tax returns for any and all taxable periods ending after the Commencement Date through, and including, the Effective Date);

(k) To hear any other matter consistent with the provisions of the Bankruptcy Code; and

(l) To enter a final decree closing the Chapter 11 Case.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 Deletion of Classes

Any Class of Claims that does not contain as an element thereof an Allowed Claim or a Claim temporarily allowed under Rule 3018 of the Bankruptcy Rules as of the date of the commencement of the confirmation hearing shall be deemed deleted from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class under section 1129(a)(8) of the Bankruptcy Code.

13.2 Retiree Benefits.

Prior to the Commencement Date, the Debtor reduced and subsequently terminated "retiree benefits" (as that term is defined in section 1114 of the Bankruptcy Code). Accordingly, there having been no retiree benefits plan in effect as of the Commencement Date, no retiree benefits plan has been or will be continued, and section 1129(a)(13) is inapplicable herein.

13.3 Dissolution of Creditors' Committee

On the Effective Date, the Creditors' Committee shall be dissolved and the members thereof and the professionals retained by the Creditors' Committee in accordance with section 1103 of the Bankruptcy Code (including, without limitation, attorneys, investment advisors, accountants and other professionals) shall be released and discharged from their respective fiduciary obligations, duties and responsibilities. The position of Post-Effective Date Creditors' Representative shall be dissolved at such time as all of such Representative's responsibilities and obligations under this Plan are concluded. Contemporaneously therewith, the Post-Effective Date Creditors' Representative shall be released and discharged from any and all of its fiduciary obligations, duties and responsibilities.

13.4 Effectuating Documents and Further Transactions

Any authorized officer of the Debtor shall be authorized to execute, deliver, file, or record such contracts, instruments, releases and other agreements or documents and take such actions on behalf of the Debtor as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan, without any further action by or approval of the board of directors of the Debtor.

13.5 Exemption from Transfer Taxes

Pursuant to section 1146(c) of the Bankruptcy Code, the assignment or surrender of any lease or sublease, or the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with this Plan, including any deeds, bills of sale or assignments executed in connection with any disposition of Assets contemplated by this Plan shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

13.6 Section 1125(e) of the Bankruptcy Code

As of the Confirmation Date, the Debtor will be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code. The Debtor and each of the members of the Creditors' Committee (and each of their respective affiliates, agents, directors, officers, employees, investment bankers, financial advisors, attorneys and other professionals) have, and will be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and therefore are not, and on account of any, offer, issuance and solicitation will not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of securities under the Plan.

13.7 Exculpation

The Debtor, each of the members of the Creditors' Committee, and each of their respective members, officers, directors, employees, advisors and agents shall have been entitled to rely upon the advice of counsel with respect to their duties and responsibilities during the Chapter 11 Case and under this Plan.

13.8 Post-Confirmation Date Fees and Expenses of Professionals

Expenses incurred by the Debtor after the Confirmation Date in connection with the implementation and consummation of this Plan, including, without limitation, claims for professionals' fees and expenses of the Debtor and or the Creditors' Committee, shall not be subject to application and may be paid by the Reorganized Debtor, in the ordinary course of business and without further Bankruptcy Court approval; provided, however, that any dispute with respect to any such fees and expenses or the payment thereof shall be adjudicated by the Bankruptcy Court, and provided, further, however, that no Claims for professional fees and expenses incurred after the Confirmation Date shall be paid until after the occurrence of the Effective Date. In no event shall the Settlement Payment or Subordination Amount be used to

pay the fees or expenses referred to in this paragraph.

13.9 Payment of Statutory Fees

All fees payable under section 1930 of title 28 of the United States Code, as determined if necessary by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date. Any such fees accrued after the Effective Date shall be paid in the ordinary course of the Reorganized Debtor's business as required by statute and any such payments shall not reduce the payments to holders of Allowed Claims in Class 3. In no event shall the Settlement Payment or the Subordination Amount be used to pay such fees.

13.10 Modification of Plan

The Debtor shall have the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan at any time prior to the entry of the Confirmation Order. After the entry of the Confirmation Order, and upon the consent of the Post-Effective Date Creditors' Representative, which consent shall not be unreasonably withheld, the Reorganized Debtor may, upon order of the Bankruptcy Court, amend or modify this Plan in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan. A holder of an Allowed Claim or Equity Interest that is deemed to have accepted this Plan shall be deemed to have accepted this Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim or Equity Interest of such holder.

13.11 Withdrawal or Revocation

The Debtor may withdraw or revoke this Plan at any time prior to the Confirmation Date. If the Debtor revokes or withdraws this Plan prior to the Confirmation Date, or if the Confirmation Date does not occur, then this Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claim by or against the Debtor or any other person or to prejudice in any manner the rights of the Debtor or any other person in any further proceedings involving the Debtor.

13.12 Courts of Competent Jurisdiction

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of this Plan, such abstention, refusal or failure of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

13.13 Notices

Any notices to or requests of the Debtor or the Reorganized Debtor by parties in interest under or in connection with this Plan shall be in writing and served either by and are deemed to have been duly given or made: (i) when delivered in person; (ii) three (3) Business Days after deposited in the United States Mail, first class postage prepaid; (iii) on the scheduled

delivery date in the case of delivery by guaranteed delivery overnight courier services with payment provided for next Business Day delivery; or (iv) in the case of telecopy transmission, when sent, verification received, in each case addressed as follows:

Ameripol Synpol Corporation
P.O. Box 7546
Beaumont, TX 77726-7546
Attn: Mr. Edwin Schmidt

With FedEx or other package/overnight mail to

Ameripol Synpol Corporation
1430 Sheridan Ln.
Beaumont, TX 77706
Attn: Mr. Edwin Schmidt

with copies to:

Jenkins & Gilchrist Parker Chapin LLP
Attorneys for the Debtor
405 Lexington Avenue
New York, New York 10174
Telephone: (212) 704-6000
Telecopier: (212) 704-6288
Attn: Mitchel H. Perkiel, Esq.

and with copies to:

Young, Conaway, Stargatt & Taylor LLP
The Brandywine Building
1000 West Street, 17th Floor
P.O. Box 391
Wilmington, Delaware 19899
Telephone: (302) 571-6600
Telecopier: (302) 571-1253

Attn: Robert S. Brady, Esq.
Joseph A. Malfitano, Esq.

and with copies to:

Lowenstein Sandler PC
65 Livingston Avenue
Rosedale, NJ 07068
Telephone: (973) 597-2548
Telecopier: (973) 597-2549
Attn: Kenneth Rosen, Esq.

13.14 Severability

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

13.15 Governing Law

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

13.16 Headings

Headings are used in this Plan for convenience and reference only, and shall not constitute a part of this Plan for any other purpose.

Dated: February 13, 2004

AMERIPOL SYNPOL CORPORATION
Debtor and Debtor-in-Possession

By: _____ /s/
Name: Edwin H. Schmidt
Title: General Manager/V.P.