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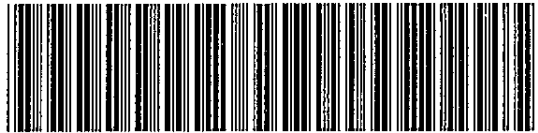
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

1/13/05
Dissolution
zg

CT CORPORATION

January 11, 2005

Department of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 6279015 SO
Customer Reference 1:
Customer Reference 2:

Dear Department of State, Florida:

Please obtain the following:

Inland Industrial Contractors, Incorporated (FL)
Dissolution
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Connie R Bryan
Manager Fulfill Ctr
Connie_Bryan@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

CERTIFICATE OF DISSOLUTION
OF
INLAND INDUSTRIAL CONTRACTORS, INCORPORATED
(Document number 264971)

FILED

05 JAN 11 PM 2:43

SECRETARY OF STATE
TALLAHASSEE FLORIDA

The undersigned certifies that on January 28, 2003, Inland Industrial Contractors, Incorporated a Florida corporation (the "Corporation") filed a voluntary petition under chapter 11 of the United States Bankruptcy Code with the United States Bankruptcy Court, Northern District of California, Oakland Division (the "Court"), designated *In re Dillingham Construction Holdings, Inc., and related entities*, Bankruptcy Case No. 03-40516 (the "Case"). The Court has jurisdiction over the Case under chapter 11 of the United States Bankruptcy Code.

On or about June 23, 2004, the Corporation filed its Second Amended Joint Chapter 11 Plan (the "Plan"). United States Bankruptcy Judge Edward D. Jellen signed the Order Confirming Debtor's Second Amended Joint Chapter 11 Plan on August 19, 2004 (the "Order"), and the Court entered the Order in the Case on August 26, 2004. A true and correct copy of the Order is attached to this Certificate as Exhibit A.

The Court appointed the undersigned as the Responsible Individual in the Case. Pursuant to the Court's order appointing the undersigned as the Responsible Individual, Florida Statute § 607.1008 and the Court's Local Bankruptcy Rule 4002-1, the undersigned is authorized to submit this Certificate on behalf of the Corporation. A true and correct copy of Court's order appointing the undersigned as the Responsible Individual is attached to this Certificate as Exhibit B.

The Plan provides for liquidation of the Corporation's remaining assets and distributions to creditors on allowed claims. The Corporation's known debts and liabilities have been provided for, to the extent permitted by its assets. Specifically, all assets of the Corporation shall be disposed of or distributed pursuant to the Plan, or shall be transferred to the Liquidating Trust, as required by the Plan, and distributions shall be made to all creditors in accordance with the provisions of the Plan. Section VI (a) of the Plan provides:

As soon as is practical after the Effective Date, at which time all of the assets of each Debtor not otherwise disposed of or distributed by the Plan shall be transferred to the Liquidating Trust, and after the consolidation and transfer of each Debtor's assets into the Liquidating Trust, each Debtor shall be dissolved.

The Corporation is dissolved pursuant to the Order and Florida Statutes §§ 607.1008 and 607.1401 et seq.

Signed this 28 day of October, 2004


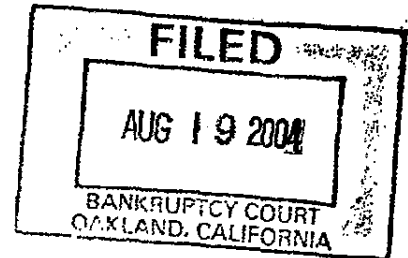

Larry Magelitz
Debtor's Responsible Individual

EXHIBIT A

ORIGINAL

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
2 Including Professional Corporations
MICHAEL H. AHRENS, Cal. Bar No. 44766
3 TERRENCE V. PONSFORD, Cal. Bar No. 42648
CRAIG STUPPI, Cal. Bar No. 51663
4 ORI KATZ, Cal. Bar No. 209561
Four Embarcadero Center, 17th Floor
5 San Francisco, California 94111-4106
Telephone: 415-434-9100
6 Facsimile: 415-434-3947



7 Bankruptcy Reorganization Counsel for Debtors
and Debtors in Possession

9 UNITED STATES BANKRUPTCY COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 OAKLAND DIVISION

13 In re
14 DILLINGHAM CONSTRUCTION
HOLDINGS, INC., and related entities,
15 Debtors.

Bk. No. 03-40516
Jointly Administered

Chapter 11

**ORDER CONFIRMING DEBTORS'
SECOND AMENDED JOINT
CHAPTER 11 PLAN**

Hearing

Date: August 19, 2004
Time: 2:00 p.m.
Place: United States Bankruptcy Court
1300 Clay Street, Oakland, CA

I hereby certify that the foregoing/annexed
instrument is a true and correct copy of the
original on file in the Northern District of Calif.

Dated: _____
U.S. Bankruptcy Court

OCT 28 2004

By: *[Signature]*
Deputy Clerk

1297

1 Dillingham Construction Holdings, Inc. ("DCHI") and its affiliated debtors, as
2 debtors-in-possession in the above-captioned bankruptcy cases (each a "Debtor" and
3 collectively, the "Debtors"), having proposed their Second Amended Joint Chapter 11 Plan
4 (the "Plan"), the Court having conducted a hearing to consider confirmation of the Plan on
5 August 19, 2004, copies of the Plan, the Disclosure Statement To Second Amended Joint
6 Chapter 11 Plan (the "Disclosure Statement"), and the Order: (1) Approving Adequacy Of
7 Disclosure Statement For Debtors' Second Amended Joint Chapter 11 Plan; (2) Fixing
8 Time For Submitting Acceptances Or Rejections Of Second Amended Joint Chapter 11
9 Plan; (3) Fixing Time For Filing And Serving Objections To Confirmation Of The Plan;
10 And (4) Fixing Time For Hearing On Confirmation Of The Plan (the "Disclosure
11 Statement Order") having been provided to creditors and parties-in-interest in accordance
12 with the terms of the Disclosure Statement Order or as otherwise approved by this Court;
13 adequate notice of the hearing having been provided in accordance with Rule 2002(b) of
14 the Federal Rules of Bankruptcy Procedure, to the members of the Committees, the Office
15 of the United States Trustee, and to all creditors, parties-in-interest and other entities as
16 required to be served in the Disclosure Statement Order and prior orders of this Court;
17 appearances by and on behalf of parties-in-interest having been made at the hearing and
18 noted on the record; the Court having considered the Plan, any objections to confirmation,
19 the arguments of counsel, the evidence submitted at the hearing, the Memorandum of
20 Points And Authorities In Support Of Confirmation Of Debtors' Second Amended Joint
21 Chapter 11 Plan (the "Memorandum"), the Declaration of Craig Stuppi in Support of
22 Confirmation of Plan ("Stuppi Declaration"), the Declaration of Larry Magelitz in Support
23 of Confirmation of Plan ("Magelitz Declaration"), the offer of proof made at the hearing
24 and noted on the record; the records and files in these chapter 11 cases; and good cause
25 appearing therefor, the Court makes the following findings of fact and conclusions of law,
26 and orders as follows:

27 IT IS HEREBY ORDERED THAT:
28

1 CONFIRMATION AND NOTICE THEREOF

2 1. Capitalized terms appearing in this Order and not otherwise defined herein
3 shall have the meanings assigned to such terms in the Plan or the Disclosure Statement. A
4 copy of the Plan is attached to this order as Exhibit A.

5 2. Service of the Plan, Disclosure Statement, Disclosure Statement Order and
6 ballot as set forth in the record is hereby approved and ratified as providing creditors,
7 holders of equity interests, and parties-in-interest adequate and sufficient notice of the
8 hearing on the Plan and opportunity to submit a ballot accepting or rejecting the Plan.

9 3. The Plan, a copy of which is attached to this Order, is confirmed as modified
10 by this Order. The Court finds the requirements of Bankruptcy Code section 1129 have
11 been satisfied. The Plan is binding upon the Debtors, its creditors and equity interest
12 holders irrespective of (i) whether the claim or interest of such creditor or equity interest
13 holder has been allowed and (ii) whether such creditor or equity interest holder has
14 accepted the Plan.

15 BAR DATE FOR FILING CERTAIN CLAIMS

16 4. Any person (excluding professionals holding fee claims subject to the
17 provisions of Bankruptcy Code section 330) asserting a claim under Bankruptcy Code
18 section 507(a)(1) or otherwise seeking payment as an expense of administration under
19 Bankruptcy Code section 503(b) for such expenses incurred on or after August 1, 2004
20 though the Effective Date must file with this Court a request for payment of such
21 administrative expense and serve it upon the Debtors, the Liquidation Trustee and the
22 United States Trustee within forty five (45) days after the Effective Date (as defined
23 below) or be forever barred from receiving such payment. With the exception of
24 GMAC CF and FFIC, any person asserting a claim under Bankruptcy Code Section
25 507(a)(1) or otherwise seeking payment as an expense of administration under Bankruptcy
26 Code Section 503(b) with respect to expenses incurred on or before August 1, 2004 that
27 have not previously filed claims are barred from filing or seeking claims by virtue of the
28 Plan and prior orders of this Court. Any professionals holding fee and expense claims

1 subject to the provisions of Bankruptcy Code Section 330 shall file final fee applications
2 within forty-five (45) days after the Effective Date and set a hearing date on such final fee
3 applications.

4 5. On the Effective Date, the funds contained in the Estate Professionals'
5 Account, which has been designated solely for the payment of the fees and expenses of
6 Sheppard Mullin and counsel to the Committees (Sedgwick) pursuant to the prior orders of
7 this Court, shall be placed in the client trust account of Sheppard Mullin and held in such
8 account pending further order of this Court. To the extent the funds in the Estate
9 Professionals' Account are not sufficient to pay all of the Court-approved fees and
10 expenses incurred by court-approved professionals for the Debtors and the Committees,
11 GMAC CF and FFIC shall equally pay further funds in amounts necessary to cover such
12 shortfall. The Court finds that while GMAC CF and FFIC had previously objected to
13 certain payments on an interim basis to counsel for the Debtors or the Committee, they
14 have now consented to the order contained in this paragraph; provided however, that
15 nothing shall prevent GMAC CF or FFIC from objecting to the allowance of the amount of
16 the final fees and expenses sought by such counsel at the hearing on final fee applications.

17 6. All pre-petition executory contracts and unexpired leases to which the
18 Debtors were a party, other than those executory contracts and unexpired leases that are
19 (a) subject to prior orders of the Court providing for assumption and assignment or
20 rejection, or (b) are the subject of a future order entered prior to the Effective Date
21 approving an assumption and assignment, shall be rejected in accordance with Section V
22 of the Plan. All pre-petition executory contracts and unexpired leases to which the Debtors
23 were a party, other than those executory contracts and unexpired leases that are the subject
24 of prior Court orders providing for assumption or rejection, may still be the subject of a
25 future order of this Court entered prior to the Effective Date approving an assumption or
26 assumption and assignment, as long as such order is entered on or prior to the Effective
27 Date. Claims arising out of or based upon such rejected executory contracts or unexpired
28 leases must be filed within forty-five (45) days after the Effective Date.

1 EFFECTIVE DATE

2 7. The Effective Date is the date on which all Administrative Expenses, Priority
3 Claims and Priority Tax Claims are paid for by Debtors. The Effective Date shall occur no
4 earlier than the 11th day after the Confirmation Date, unless a stay of the Confirmation
5 Order is in effect in which case the "Effective Date" may occur the first business day after
6 the day the stay is vacated. The Effective Date of the Plan shall take place on or before
7 December 31, 2004, or such later date as the Court approves ("Outside Date") after notice
8 and a hearing to all parties on the limited notice service list. In the event that the Outside
9 Date does not take place by December 31, 2004, and Debtors send a notice to the limited
10 notice service list, such notice shall include a date for a status conference, together with a
11 recommendation by the Debtors concerning what actions should be taken in the case.

12 8. As a condition to the Effective Date and the transfer of the DCII stock to
13 GMAC CF, Debtors in their sole discretion shall be satisfied that all state and federal
14 income taxes of the Debtors, if any, are either paid or adequately provided for. If this
15 condition is not satisfied, Debtors shall have no obligation to close the transactions
16 contemplated by the Plan and the Plan shall not become effective. As a condition to the
17 Effective Date, the priority claim of the Comptroller of Public Accounts for the State of
18 Texas ("Texas") shall be disallowed by an order of the Court that is not stayed pending
19 appeal, or allowed as a priority claim in such an amount as to come under the cap amount
20 of \$1 million as provided for in the Plan, subject to the right of FFIC and GMAC CF to
21 waive or increase the cap.

22 9. All Priority Claims, Priority Tax Claims and Administrative Expense Claims
23 that are allowed as of the Confirmation Hearing date will be paid in full on the Effective
24 Date. Based on a review of the Stuppi Declaration, the Magelitz Declaration, and other
25 evidence presented to the Court, the Court finds that the Plan is feasible and that the
26 allowed administrative and priority claims required to be paid under Bankruptcy Code
27 Section 1129(a)(9) will be paid or provided for on the Effective Date. The Court further
28 finds as follows:

- 1 a. that the payment of a total of \$1,000,000 by GMAC CF and FFIC into
2 an Estate Priority Account (as defined below), as required by the
3 terms of this Order, will be sufficient to cover the allowed
4 administrative and priority claims other than (a) professional fees and
5 expenses of the court-approved professionals for the Debtors and the
6 Committees ("Professional Fees"), (b) state and federal income taxes
7 of the Debtors, if any, for which no return has yet been filed
8 ("Income Taxes"), and (c) the Claim of Texas;
- 9 b. that the Court has established an expedited hearing schedule on the
10 merits of the claim of Texas and the provisions of this Order with
11 respect to such claim provide assurance that such claim will be
12 considered by this Court on the merits or resolved before the Outside
13 Funding Date, as that term is hereinafter defined;
- 14 c. that payment of Professional Fees is assured by the agreement of
15 GMAC CF and FFIC that (i) the fees in the Estate Professionals'
16 Account may be used to pay such Professional Fees as may be
17 allowed at the Final Hearing on the Fee Applications; and, (ii) GMAC
18 CF and FFIC will equally contribute further funds to cover any
19 shortfall in the amount of the Professional Fees finally allowed so that
20 the amount of allowed Professional Fees will be paid in full; and
- 21 d. that the Debtors will not permit the Effective Date to take place until
22 they are assured that Income Taxes have been paid or provided for,
23 and this provides assurance that such Income Taxes, if any, will be
24 paid.

25 10. On or immediately prior to the Effective Date, GMAC CF and FFIC shall
26 each fund \$500,000 into a segregated account (the "Estate Priority Account") with such
27 funds to be used to pay the Allowed Priority Claims, Priority Tax Claims and
28 Administrative Expenses on the Effective Date. Any funds not used to pay such claims

1 shall be equally refunded to GMAC CF and FFIC, provided, however, that funds equal to
2 the amount of unresolved Disputed Priority Claims, Priority Tax Claims and
3 Administrative Expenses will be held in the Estate Priority Account following the
4 Effective Date until those claims are resolved, at which time any funds remaining shall be
5 equally refunded to GMAC CF and FFIC.

6 11. On or immediately after the Effective Date, each Debtor's articles or
7 certificate of incorporation will be amended to satisfy the provisions of the Plan and the
8 Bankruptcy Code, including, pursuant to Bankruptcy Code section 1123(a)(6), requiring
9 the adoption of a provision prohibiting the issuance of nonvoting equity securities.

10 EFFECT OF CONFIRMATION AND POST-CONFIRMATION OBLIGATIONS

11 12. The Liquidating Trust Agreement in the form attached as Exhibit B is
12 approved. The Trustee under such Liquidating Trust Agreement shall be such Trustee as
13 approved in writing by the Committees, the Debtors, FFIC and GMAC CF by a written
14 agreement made on or before the Effective Date. Any dispute with respect to the
15 appointment will be decided by the Court on shortened time.

16 13. The Liquidating Trust, on behalf of the Debtors, shall make quarterly
17 payments to the United States Trustee in accordance with the provisions of
18 28 U.S.C. § 1930(a)(6), notwithstanding any other provision of the Plan, until the entry of
19 a final decree or of an order dismissing or converting these cases. The United States
20 Trustee shall have the right to move to convert or dismiss the case if the quarterly fees are
21 not paid timely.

22 14. The provisions of the Plan shall bind the Debtors, the Committees, the
23 Liquidating Trustee, and any successor or assign, including a chapter 7 or chapter 11
24 trustee; and shall bind any person holding or asserting a Claim against the Debtors, and
25 any person holding or asserting an Interest in the Debtors, whether or not the Claim or
26 Interest of such person arose before or after the Petition Date or the Effective Date,
27 whether or not the Claim or Interest is impaired under the Plan, and whether or not such
28 person has accepted the Plan. Except as provided for in the Plan or this order, all property

1 of the estate is free and clear of all Claims and Interests (including post-Effective Date
2 Claims). Until further order of this Court, the lien of the Napa County Flood Control and
3 Water Conservation District shall remain attached to \$700,000 which has been set aside in
4 an escrow account following the sale of the real property commonly known and referred to
5 in these cases as the "Napa Yard."

6 IMPLEMENTATION OF PLAN PROVISIONS

7 15. The Debtors, the Liquidating Trustee and each other person having duties
8 and responsibilities under the Plan, are hereby authorized, empowered, and directed to
9 carry out the provisions of the Plan, and to perform such other acts and execute other
10 documents as are necessary or appropriate in connection with the Plan and this Order, and
11 all such actions shall be deemed to have been duly authorized without further approval of
12 this Court. Without limitation, the execution of the Lock-Up Agreement by the Debtors is
13 ratified, and execution by the Debtors of all documents contemplated by the Plan,
14 including but not limited to the release documents, is approved. Based on representations
15 on the record, the Court finds that the Lock-Up Agreement may be deemed amended and
16 modified as follows, and the Lock-Up Agreement with the following amendments is
17 approved:

- 18 a. If the Effective Date of the Plan has not taken place by October 31,
19 2004, or such later date as the Consenting Lenders agree ("Outside
20 Funding Date"), then the obligations to fund under paragraph 5 of the
21 Lock-Up Agreement shall cease as of the Outside Funding Date. But,
22 if GMAC CF receives the DCII stock on or prior to the Outside
23 Funding Date, and FFIC decides to extend the Outside Date, GMAC
24 CF must continue to fund its share of 50% of such further amounts.
25 If, however, FFIC decides not to continue funding, GMAC CF shall
26 have the right to pay such further funding and extend the Outside
27 Funding Date itself.
28

1 b. It is recognized that under a prior order of this Court authorizing
2 abandonment of the DCII Stock, such stock may be abandoned to
3 GMAC CF, upon satisfaction of conditions contained in such prior
4 order, prior to the Effective Date. As a further condition to such
5 abandonment, DCII (a non-Debtor) shall agree to waive all of its
6 claims against the Debtors prior to such abandonment.

7 16. The transfer of assets of the Debtors to various parties as contemplated by
8 the Plan is hereby ordered approved and shall take place on or after the Effective Date
9 ("Transfers"). The Debtors are hereby authorized to execute such documents of transfer as
10 may be needed to carry out the purposes and intent of the Plan and to accomplish the
11 Transfers. Included in the Transfers, without limitation, are rights and causes of action
12 that the Debtors may have. The Court finds that neither the Debtors nor any of the
13 transferees who may receive the Transfers have any intent to waive or relinquish any
14 causes of action or rights that the Debtors may have and all such rights are intended to be
15 transferred under the Plan to the respective transferees of the Transfers. Without
16 limitation, but without affecting the releases to be entered into with FFIC and GMAC CF
17 pursuant to the Plan, the following rights may be pursued against third parties after the
18 Effective Date by the transferees of the Transfers, by lawsuit, adversary complaint, or
19 other legal methods: (a) the claim of a refund against Texas; (b) the claim of a refund
20 against Puerto Rico; (c) the right to excess refunds from AIG; (d) Receivable Recoveries;
21 (e) pending litigation claims; (f) refunds on Guam Taxes; (g) rights to affirmative
22 recoveries arising in connection with bonded obligations; and (h) rights under contracts
23 assumed or assumed and assigned on or prior to the Effective Date. In addition to the
24 foregoing, on the Effective Date FFIC and GMAC CF shall do the following: (a) FFIC
25 and GMAC CF shall fund a total of \$200,000 in cash pursuant to the Plan; (b) GMAC CF
26 shall contribute 7.2% of certain Receivable Recoveries, subject to certain reserved rights as
27 set forth in the Plan, to the Liquidation Trust; (c) FFIC and GMAC CF shall contribute a
28

1 total of \$1 million to the Estate Priority Account; and (d) FFIC and GMAC CF shall
2 execute certain releases as contemplated by the Plan.

3 17. Upon the Effective Date, each and every obligation of each Debtor to each
4 other Debtor (including without limitation any and all intercompany obligations as that
5 term is used in the regulations promulgated by the United States Treasury Department
6 under section 1502 of the Internal Revenue Code of 1986, as amended) shall be deemed
7 thereupon to have been cancelled and terminated without the need for any further notice or
8 the execution or delivery of any agreement, document or other instrument. Such
9 intercompany obligations include any obligations of a Debtor to or in respect of any joint
10 venture or partnership between or among any two or more Debtors and any obligations of
11 a Debtor under any joint venture, partnership, or other agreement relating to any such joint
12 venture or partnership.

13 18. Based on the information set forth in the Disclosure Statement and in the
14 Magelitz Declaration, the Court finds that the rights of the Debtors with respect to the
15 Avoidance Actions, FFIC Avoidance Actions, GMAC CF Avoidance Actions, and causes
16 of action and claims related to any potential Receivables Recoveries, are causes of action
17 that are contingent and have no ascertainable fair market value as of the date hereof.

18 19. Pursuant to paragraph IV.B.2 of the Plan, and as a condition precedent to the
19 transfer to GMAC CF or its designee of the GMAC CF Avoidance Actions and the
20 Receivables Recoveries, GMAC CF shall execute and deliver to the Debtors the GMAC
21 Agreement, as that agreement is described in the Magelitz Declaration.

22 20. Pursuant to paragraph IV.B.3 of the Plan, and as a condition precedent to the
23 transfer to FFIC or its designee of the FFIC Avoidance Actions, FFIC shall execute and
24 deliver to the Debtors the FFIC Agreement, as that agreement is described in the Magelitz
25 Declaration.

26 21. Pursuant to paragraph IV.B.2 of the Plan, on or before the Effective Date,
27 DCOL and GMAC CF shall enter into and execute the DCII Stock Agreement, as that
28 agreement is described in the Magelitz Declaration.

1 22. The Court finds that the Parsons Joint Venture, as described in the Magelitz
2 Declaration, will be rejected by the Debtors under the Plan as it has no financial value to
3 the Debtors.

4 OBJECTIONS TO CONFIRMATION

5 23. The Court finds that the Objection to Confirmation of the Texas Comptroller
6 of Public Accounts was resolved by the inclusion in this Order of provisions for the
7 payment or provision of all priority claims on the Effective Date and the inclusion of the
8 Outside Date in this Order.

9 24. The Court finds that the Objection to Confirmation of the Los Angeles
10 County Metropolitan Transportation Authority (the "MTA") was resolved by an agreement
11 of the Debtors to place in this Order certain provisions. In connection therewith, it is
12 ordered that nothing contained in the Plan or this Order will limit the stay relief granted to
13 MTA to proceed and continue prosecution to final judgment, including entry of judgment,
14 which the MTA is entitled to do against Dillingham Construction, N.A., Inc., as a
15 defendant to that action pending in the Superior Court of California, County of Los
16 Angeles entitled Los Angeles County Metropolitan Transportation Authority, et al., v.
17 Parsons-Dillingham Metrorail Construction Manager Joint Venture et al., Case No. BC
18 150298 filed on May 20, 1996, consolidated with Case No. BC 179027, filed October 3,
19 1997 (the "MTA Actions"). As set forth in the Plan, MTA shall retain the ability to assert
20 its claim in the Debtors' bankruptcy estates and against the Liquidating Trust as a Class 6
21 creditor. Nothing contained in the Plan or this Order shall in any way limit or otherwise
22 affect MTA's rights and remedies to enforce any proof of claim and any final judgments
23 obtained in the MTA Actions against any of the Debtors' applicable insurance policies.
24 Nothing contained in the Plan or this Order shall in any way limit or otherwise affect
25 MTA's rights and remedies against the non-debtor defendants in the MTA Actions.

26 25. The Court finds that the Objection to Confirmation of Hilton Hotels
27 Corporation and Hilton Hawaiian Village LLC (together, "Hilton") was resolved by an
28 agreement of the Debtors to place in this order certain provisions. In connection therewith,

1 it is ordered that nothing contained in the Plan or this Order will limit the stay relief
2 granted to Hilton to proceed and continue prosecution to final judgment, including entry of
3 judgment, which Hilton is entitled to do against Dillingham Construction Holdings, Inc.,
4 Dillingham Construction Corporation and Dillingham Construction Pacific, Ltd., dba
5 Hawaiian Dredging Construction Company as defendants in the two actions pending in the
6 Circuit Court of the First Circuit, State of Hawaii entitled: (1) Hilton Hotels Corporation, a
7 Delaware corporation; and Hilton Hawaiian Village, LLC, a Hawaii Limited Liability
8 Company vs. Wimberly Allison Tong & Goo, Inc., a Hawaii corporation, et al., Case No.
9 03-1-0813-04; and (2) Hilton Hotels Corporation, a Delaware corporation; and Hilton
10 Hawaiian Village, LLC, a Hawaii limited liability company vs. Wimberly Allison Tong &
11 Goo, a Hawaii corporation, et al., Case No. 03-1-1613-08 (collectively, the "Hilton State
12 Actions"). As set forth in the Plan, Hilton shall retain the ability to assert its claim in the
13 Debtors' bankruptcy estates and against the Liquidating Trust as a Class 6 creditor.
14 Nothing contained in the Plan or this Order shall in any way limit or otherwise affect
15 Hilton's rights and remedies to enforce any proof of claim and any final judgments
16 obtained in either of the Hilton State Actions against any of the Debtors' applicable
17 insurance policies. Nothing contained in the Plan or this Order shall in any way limit or
18 otherwise affect Hilton's rights and remedies against the non-debtor defendants in either of
19 the Hilton State Actions.

20 26. The Court finds that the Objections to Confirmation of Napa County Flood
21 Control and Water Conservation District ("Napa") are without merit, and such Objections
22 are hereby ordered overruled. The Court finds as follows: (a) Napa is a Class 5 claimant
23 and the Plan provides that all Class 5 claimants' legal, equitable and contractual rights are
24 not impaired; (b) nothing in the Plan impairs the secured claims of Napa; (c) Napa's
25 secured claim may not exceed ~~\$500,000~~ ^{700,000}, and its secured claim is adequately protected by
26 the \$700,000 escrow.

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GENERAL AND MISCELLANEOUS

27. This Court shall retain jurisdiction, to the extent permitted by applicable law and the Plan, over these chapter 11 cases, the Debtors, the property of the Liquidating Trust and the Liquidating Trustee for the purposes provided in the Plan and this Order until these chapter 11 cases are closed and a final decree is entered. The Court retains jurisdiction between the date of this Order and the Effective Date to consider further borrowing requests and budgets of the Debtors, and to review any borrowings as contemplated by the Lock-Up agreement attached to the Stuppi Declaration.

28. To the extent that the Plan and this order are inconsistent, this Order shall control. To the extent required, this order shall be deemed a plan modification supplementing the Plan as approved by this Court.

DATED:

8/19/04

EDWARD D. ELLEN
UNITED STATES BANKRUPTCY JUDGE

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
2 Including Professional Corporations
MICHAEL H. AHRENS, Cal. Bar No. 44766
3 TERRENCE V. PONSFORD, Cal. Bar No. 42648
CRAIG STUPPI, Cal. Bar No. 51663
4 ORI KATZ, Cal. Bar No. 209561
Four Embarcadero Center, 17th Floor
5 San Francisco, California 94111-4106
Telephone: 415-434-9100
6 Facsimile: 415-434-3947

7 Attorneys for Debtors and Debtors in Possession

8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 OAKLAND DIVISION
11

12 In re

13 DILLINGHAM CONSTRUCTION
14 HOLDINGS, INC., and related entities,

15 Debtors.

Bk. No. 03-40516
Jointly Administered

Chapter 11

**DEBTORS' SECOND AMENDED JOINT
CHAPTER 11 PLAN**

Date: June 23, 2004
Time: 11:00 a.m.
Place: United States Bankruptcy Court
1300 Clay Street, Oakland, CA

1 Dillingham Construction Holdings, Inc., a Delaware corporation, Dillingham
2 Construction Corporation, a Nevada corporation, Dillingham Construction, N.A., Inc., a
3 Nevada corporation, Watkins Engineers & Constructors, Inc., a Florida corporation,
4 Dillingham Construction Pacific, Ltd., a Hawaii corporation, Nielsen Dillingham Builders,
5 Inc., a Nevada corporation, Dillingham Construction Pacific Basin, Ltd., a Nevada
6 corporation, Inland Industrial Contractors, Inc., a Florida corporation, Construction
7 Design, Inc., a Kansas corporation, Paclantic Construction, Inc., a Nevada corporation, and
8 Dillingham Construction Overseas, Ltd., a Nevada corporation, hereby propose their
9 "Second Amended Joint Chapter 11 Plan."

10 I.

11 DEFINED TERMS AND RULES OF INTERPRETATION

12 A. Defined Terms.

13 As used in this Plan or the Disclosure Statement, capitalized terms have the
14 meanings set forth below. Any term that is not defined herein, but is used in the
15 Bankruptcy Code or the Bankruptcy Rules, will have the meaning given to that term in the
16 Bankruptcy Code or the Bankruptcy Rules.

17 "Administrative Expense" means an expense incurred by a Debtor under the
18 Bankruptcy Code for costs and expenses of administration allowed under the Bankruptcy
19 Code, including: (a) the actual and necessary costs and expenses incurred after the Petition
20 Date of preserving the Estates and operating the businesses of Debtors, (b) compensation
21 for legal, financial advisory, accounting, and other services and reimbursement of expenses
22 awarded or allowed under Bankruptcy Code §§ 330(a) or 331, and (c) the United States
23 Trustee's fees and charges assessed against Debtors' Estates under 28 U.S.C. § 1930(a)(6).

24 "Allowed Claim" means: (a) a Claim that has been listed by Debtors on their
25 Schedules (as may be amended from time to time) as other than disputed, contingent, or
26 unliquidated, to the extent that it is not otherwise a Disputed Claim; (b) a Claim for which
27 a proof of Claim has been Filed by the applicable Bar Date or has otherwise been deemed
28 timely Filed under applicable law, to the extent that it is not otherwise a Disputed Claim;

1 or (c) a Claim that is allowed: (i) in a stipulation or other agreement executed by Debtors
2 and Claim holder on or before the Effective Date, or by the Liquidating Trustee and Claim
3 holder after the Effective Date; and (ii) in a Final Order.

4 "Allowed . . . Claim" means an Allowed Claim in the specified Class or of
5 the specified type.

6 "Avoidance Action" means an avoidance action under Bankruptcy Code
7 §§ 544, 545, 547, 548, 549 or 550, but does not include the FFIC Avoidance Actions or the
8 GMAC CF Avoidance Actions.

9 "Avoidance Recoveries" means any Cash recovered through an Avoidance
10 Action.

11 "Bankruptcy Code" means title 11 of the United States Code, §§ 101-1330.

12 "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure and
13 the local rules of the Court.

14 "Bar Date" means the applicable bar date by which a proof of claim must be
15 or must have been filed.

16 "Business Day" means a day that is not a Saturday, Sunday, or legal holiday.

17 "Case" or "Cases" means Debtors' voluntary cases pending in the Court
18 under chapter 11 of the Bankruptcy Code, individually or collectively.

19 "Cash" means cash, cash equivalents and other readily marketable securities
20 or instruments.

21 "CDI" means Construction Design, Inc., a Kansas corporation and one of the
22 Debtors herein.

23 "Claim" means a claim, as defined in Bankruptcy Code § 101(5), against a
24 Debtor.

25 "Claims Objection Deadline" means the deadline for objecting to Claims, as
26 set forth in the Plan.

27 "Class" means a class of Claims or Interests as described in the Plan.
28

1 "Committees" means the Official Committees of Unsecured Creditors that
2 the United States Trustee appointed in the Cases of WEC, Inland and CDI, or such
3 successor Committees as may be appointed in Debtors' cases.

4 "Confirmation" means the entry of the Confirmation Order on the docket of
5 the Court.

6 "Confirmation Date" means the date on which the Court enters the
7 Confirmation Order on its docket.

8 "Confirmation Hearing" means the hearing held by the Court on
9 Confirmation of the Plan, as such hearing may be continued from time to time.

10 "Confirmation Order" means the Court order confirming the Plan under
11 Bankruptcy Code § 1129.

12 "Court" means the United States Bankruptcy Court for the Northern District
13 of California, Oakland Division, or any other court that exercises jurisdiction over a
14 Debtor's Case.

15 "DCC" means Dillingham Construction Corporation, a Nevada corporation
16 and one of the Debtors herein.

17 "DCHI" means Dillingham Construction Holdings, Inc., a Delaware
18 corporation and one of the Debtors herein.

19 "DCII" means Dillingham Construction International, Inc., a Nevada
20 corporation and an affiliate of DCHI, but not one of the Debtors herein.

21 "DCNA" means Dillingham Construction N.A., Inc., a Nevada corporation
22 and one of the Debtors herein.

23 "DCOL" means Dillingham Construction Overseas, Ltd., a Nevada
24 corporation and one of the Debtors herein.

25 "DCPBL" means Dillingham Construction Pacific Basin, Ltd., a Nevada
26 corporation and one of the Debtors herein.

27 "DCPL" means Dillingham Construction Pacific, Ltd., a Hawaii corporation
28 and one of the Debtors herein.

1 "Debtor or Debtors" refers to Dillingham Construction Holdings, Inc., a
2 Delaware corporation, Dillingham Construction Corporation, a Nevada corporation,
3 Dillingham Construction, N.A., Inc., a Nevada corporation, Watkins Engineers &
4 Constructors, Inc., a Florida corporation, Dillingham Construction Pacific, Ltd., a Hawaii
5 corporation, Nielsen Dillingham Builders, Inc., a Nevada corporation, Dillingham
6 Construction Pacific Basin, Ltd., a Nevada corporation, Inland Industrial Contractors, Inc.,
7 a Florida corporation, Construction Design, Inc., a Kansas corporation, Paclantic
8 Construction, Inc., a Nevada corporation, and Dillingham Construction Overseas, Ltd., a
9 Nevada corporation, individually or collectively.

10 "Debtor-in-Possession Financing" means the Court-approved, debtor-in-
11 possession financing that GMAC CF and FFIC provided during the Case.

12 "Debtors' Counsel" means Sheppard, Mullin, Richter & Hampton LLP, Four
13 Embarcadero Center, 17th Floor, San Francisco, California 94111, attention Ori Katz, Esq.

14 "Disclosure Statement" means the disclosure statement (including all
15 exhibits thereto or referenced therein) that relates to the Plan, as approved by the Court
16 pursuant to Bankruptcy Code § 1125, as the same may be amended, modified or
17 supplemented.

18 "Disputed Claim" (including Disputed Priority Claim, Disputed Priority Tax
19 Claim and Disputed Administrative Expense) means a Claim as to which a proof of Claim
20 was Filed or is deemed Filed under Bankruptcy Rule 3003(b)(1) and as to which (i) the
21 Debtor against which the Claim is asserted, or any party in interest entitled to do so, has
22 Filed an objection by the Claims Objection Deadline; or (ii) Debtors have moved for
23 estimation in accordance with Bankruptcy Code § 502(c) or Bankruptcy Rule 3018.
24 Before the Claims Objection Deadline — and except to the extent that a Claim may have
25 been allowed by a Final Order — a Claim is a Disputed Claim only to the extent that:

26 (a) The Claim is listed on the Debtors' Schedules as disputed,
27 unliquidated, contingent or unknown;
28

1 (b) The Claim's priority or status as a Secured Claim or Unsecured Claim,
2 as listed on the proof of Claim, differs from the Claim's priority or
3 status as a Secured Claim or Unsecured Claim, as listed on the
4 Debtors Schedules; or

5 (c) An objection to the Claim has been filed.

6 "Effective Date" means the date on which all Administrative Expenses,
7 Priority Claims and Priority Tax Claims are paid or otherwise provided for by Debtors.
8 The Effective Date shall occur no earlier than the 11th day after the Confirmation Date,
9 unless a stay of the Confirmation Order is in effect in which case the "Effective Date" may
10 occur the first business day after the day the stay is vacated.

11 "Estates" means the relevant estate created in each of the chapter 11 Cases
12 under Bankruptcy Code § 541 and existing as of the Effective Date.

13 "FFIC" means Fireman's Fund Insurance Company and each of its surety
14 subsidiaries, including The American Insurance Company, National Surety Corporation,
15 Associated Indemnity Corporation and American Automobile Insurance Company.

16 "FFIC Avoidance Actions" means each Avoidance Action assigned to FFIC
17 under the Plan, as described in Exhibit A.

18 "Filed" means duly and properly filed with the Court and reflected on the
19 Court's official docket.

20 "Final Order" means an order or judgment of the Court, as entered on the
21 docket of the Court, that has not been reversed, stayed, modified, or amended, and as to
22 which: (a) the time to appeal, seek review or rehearing or petition for certiorari has
23 expired and no timely filed appeal or petition for review, rehearing, remand or certiorari is
24 pending; or (b) any appeal taken or petition for certiorari filed has been resolved by the
25 highest court to which the order or judgment was appealed or from which certiorari was
26 sought.

1 "GMAC CF" means GMAC Commercial Finance LLC, a Delaware limited
2 liability company, as successor in interest to GMAC Commercial Credit LLC, a New York
3 limited liability company.

4 "GMAC CF Avoidance Actions" means each avoidance action assigned to
5 GMAC CF under the Plan, as described in Exhibit B.

6 "IICI" means Inland Industrial Contractors, Inc., a Florida corporation and
7 one of the Debtors herein.

8 "Interest" means the rights of the holders of the equity securities of Debtors
9 and the rights of any entity to purchase or demand the issuance of any equity security of
10 Debtors, including: (a) redemption, conversion, exchange, voting, participation, and
11 dividend rights; (b) liquidation preferences; and (c) stock options and warrants.

12 "Intercreditor Schedule" means the schedule attached to the Plan as Exhibit
13 C, which sets forth the division of assets between FFIC and GMAC CF.

14 "Liquidating Trust" means that certain trust established pursuant to the
15 Liquidating Trust Agreement.

16 "Liquidating Trust Agreement" means that certain agreement to be entered
17 into by the Liquidating Trustee in the form to be presented by Debtors at the Confirmation
18 Hearing.

19 "Liquidating Trust Assets" means all of the property in the Liquidating Trust
20 and under the custody or control of the Liquidating Trustee after the Effective Date.

21 "Liquidating Trustee" means the Person (a) authorized to exercise and
22 perform the rights, powers and duties held by the trustee under the Liquidating Trust
23 Agreement, (b) having possession and control of the corpus of the Liquidating Trust, and
24 (c) given certain rights and duties under the Liquidating Trust Agreement.

25 "NDBI" means Nielsen Dillingham Builders, Inc., a Nevada corporation and
26 one of the Debtors herein.

27 "Other Secured Claims" means all Secured Claims other than the Secured
28 Claims of GMAC CF and FFIC.

1 "Paclantic" means Paclantic Construction, Inc., a Nevada corporation, and
2 one of the Debtors herein.

3 "Pension Plan" means the Dillingham Construction Pension Plan, originally
4 effective November 1, 1986, and any other pension plans of any Debtors.

5 "Person" means a natural person, or any legal entity or organization
6 including, without limitation, any corporation, partnership (general or limited), limited
7 liability company, business trust, unincorporated organization or association, joint stock
8 company, trust, association, governmental body (or any agency, instrumentality or political
9 subdivision thereof), or any other form of legal entity.

10 "Petition Date" means January 28, 2003.

11 "Plan" means Debtors' Second Amended Joint Chapter 11 Plan dated as of
12 June 23, 2004, and all exhibits attached thereto or referenced therein, as the same may be
13 amended, modified or supplemented.

14 "Post-Effective Date Limited Notice Service List" means those persons listed
15 on the Court-approved limited notice service list as of the date of the service of the Plan,
16 and as subsequently amended.

17 "Priority Claim" means an Allowed Claim entitled to priority against an
18 Estate under Bankruptcy Code §§ 507(a)(3), 507(a)(4), or 507(a)(6).

19 "Priority Tax Claim" means an Allowed Claim entitled to priority against an
20 Estate under Bankruptcy Code §§ 502(i) and 507(a)(8).

21 "Property" means all property of Debtors' Estates of any nature whatsoever,
22 real or personal, tangible or intangible, previously or now owned by Debtors, or acquired
23 by Debtors' Estates, as defined in Bankruptcy Code § 541.

24 "Receivable Recoveries" means the amount received by GMAC CF from the
25 following of Debtors' accounts receivable, causes of action or claims on which a security
26 interest has been granted to the Senior Secured Lenders, and which are to be distributed to
27 GMAC CF pursuant to the Plan: (1) all interests of Debtors to that portion of the
28 Dillingham-Ray Wilson Joint Venture arising out of a contract with the City of Los

1 Angeles for the Hyperion Solids Handling C-74d1 Digester Expansion Phase I, and all
2 rights of Debtors related to those interests, (2) all claims and rights of Debtors in
3 connection with Debtors' construction of a cement manufacturing line in Midlothian,
4 Texas, for Holcim (Texas) Limited Partnership, fka Holnam Texas Limited Partnership,
5 including all claims and rights against Humboldt Wedag, Inc. and Triad Electric &
6 Controls, Inc., (3) all interests of Debtors to the joint venture with The Lane Construction
7 Corporation for the bidding and construction of improvements for the Olmstead Locks on
8 the Ohio River in Olmstead, Illinois, (4) all claims and rights of Debtors in connection
9 with the Libertyville micro-tunneling project, (5) all interests of Debtors to the Parsons-
10 Dillingham Metrorail Joint Venture, including all claims and rights relating to any
11 litigation or actions arising from those interests, subject to such claims and defenses as
12 may be asserted by parties other than Debtors, (6) any funds being held in escrow arising
13 from the Napa Valley EPA Project, and (7) the proceeds from the sales of equipment from
14 the Olmstead project. The Receivable Recoveries shall be subject to FFIC's prior rights of
15 equitable subrogation.

16 "Rejected Agreements" means all executory contracts and unexpired leases
17 to which any Debtor was a party and not previously assumed or deemed rejected. Debtors
18 will reject the Rejected Agreements on the Effective Date.

19 "Schedules" means the Schedules of Assets and Liabilities, as amended, that
20 each Debtor Filed in compliance with Bankruptcy Code § 521(1).

21 "Secured Claim" means a Claim that is secured by a lien against property in
22 which an Estate has an interest or that is subject to setoff under Bankruptcy Code § 553. A
23 Claim is a Secured Claim only to the extent of the value of the claimholder's interest in that
24 property or to the extent of the amount subject to setoff, as applicable, as determined under
25 Bankruptcy Code § 506(a).

26 "Senior Secured Lenders" means FFIC and GMAC CF, individually, and,
27 together, and as the successors and assigns of the Senior Noteholders.

28

1 "Senior Noteholders" shall mean Principal Life Insurance Company,
2 Connecticut General Life Insurance Company, Life Insurance Company of North America,
3 Lincoln Life & Annuity Company of New York, and the Lincoln National Life Insurance
4 Company, in their capacity as prepetition lenders to Debtors, or their assignees.

5 "Unclaimed Property" means any distribution or distributable property
6 unclaimed on or after the Effective Date or the date on which an additional distribution
7 would have been made to the holder of an Allowed Claim. Unclaimed Property will
8 include (a) checks (and the funds represented thereby) returned as undeliverable without a
9 proper forwarding address; (b) funds for checks that are not cashed 180 days after mailing;
10 and (c) checks (and the funds represented thereby) not mailed or delivered because no
11 address at which to mail or deliver the property was available.

12 "Unsecured Claim" means a Claim that is not an Administrative Claim, a
13 Priority Tax Claim, a Priority Claim, a Secured Claim.

14 "Unsecured Claimant" means a claimant with an Unsecured Claim.

15 "WEC" means Watkins Engineers & Constructors, Inc., a Florida
16 corporation and one of the Debtors herein.

17 B. Rules of Interpretation.

18 The Plan and Disclosure Statement incorporate the following rules of
19 interpretation: (a) the rules of construction in the Bankruptcy Code and the Bankruptcy
20 Rules; (b) except as otherwise provided in the Plan, Bankruptcy Rule 9006(a) applies when
21 computing any time period under the Plan; and (c) any reference to an existing document
22 means the document as it has been, or may be, amended, modified or supplemented.

23 II.

24 BAR DATES AND METHOD OF CLASSIFYING CLAIMS AND INTERESTS

25 A. Bar Date for Requests for Administrative Expenses.

26 Pursuant to an order of the Court and except as to certain persons or entities
27 set forth in that order, March 12, 2004 was the bar date for the request for payment of
28 Administrative Expenses incurred on or before February 5, 2004. Requests for payment of

1 Administrative Expenses incurred on or after February 5, 2004 through July 31, 2004 must
2 be filed and served on Debtors' Counsel, Counsel to the Senior Secured Lenders and the
3 Liquidating Trustee on or before August 9, 2004, provided that holders of such claims that
4 have already filed requests for payment or proofs of Claim will not be required to file
5 additional requests for payment or proofs of Claim. A party required to file a request for
6 payment of an Administrative Expense that fails to file and serve its request by the
7 applicable Bar Date will be forever barred from asserting that Administrative Expense
8 against Debtors, the Estates or the Liquidating Trust. Objections to Administrative
9 Expenses must be Filed, and must be served upon the Person holding the Claim, on or
10 before 90 days after the Effective Date.

11 B. Administrative Expenses and Priority Tax Claims.

12 In accordance with Bankruptcy Code § 1123(a)(1), Administrative Expenses
13 and Priority Tax Claims have not been classified and are excluded from the Classes set
14 forth in this Plan.

15 III.

16 CLASSES OF CLAIMS AND INTERESTS

17 The categories set forth in this Section and summarized in the following
18 table classify Claims (except for Administrative Expenses and Priority Tax Claims, which
19 are not classified under the Plan) and Interests for all purposes, including, without
20 limitation, voting, confirmation, and distribution under the Plan. A Claim or Interest is
21 classified in a particular Class only to the extent that the Claim or Interest qualifies within
22 the Class description.

23 Class 1. Class 1 contains all Priority Claims. Class 1 is not impaired under
24 Bankruptcy Code § 1124. Holders of Class 1 Claims are deemed to have accepted the Plan
25 and are not entitled to vote on the Plan.

26 Class 2. Class 2 contains all Claims of GMAC CF. Class 2 is impaired
27 under Bankruptcy Code § 1124 of the Bankruptcy Code and holders of Class 2 Claims are
28 entitled to vote on the Plan.

1 During these chapter 11 cases, Debtors have stayed current with their
2 ordinary monthly operating expenses. Debtors, through their counsel, have also conducted
3 a preliminary review of administrative claims filed in response to the Bankruptcy Court's
4 order fixing a claims bar date for filing claims for unpaid administrative expense claims.
5 That review indicates that although administrative claims in significant numbers were
6 filed, and except as otherwise set forth above, no significant valid administrative claims
7 remain unpaid. A number of claims have been filed by parties as Administrative Expenses
8 in connection with Debtors' projects and jobs that are bonded by FFIC. Debtors and FFIC
9 reserve all defenses to such claims. At the Confirmation Hearing, Debtors will prove that
10 FFIC will pay or provide for all such claims to the extent such claims are Allowed
11 Administrative Expenses on Debtors' bonded projects and jobs. To the extent an Allowed
12 Administrative Expense Claim arose or arises in connection with a construction project or
13 job of Debtors and FFIC provided a bond for such project or job, FFIC shall pay in full, or
14 provide for the payment in full of, that Allowed Administrative Expense Claim

15 (b) Statutory Fees.

16 Allowed Administrative Expenses for any fees and charges payable to the
17 United States Trustee pursuant to 28 U.S.C. § 1930(a)(6) shall be paid in Cash as such fees
18 are due equal to the amount of such Administrative Expenses.

19 2. Priority Tax Claims.

20 Each holder of an Allowed Priority Tax Claim will be paid in respect of such
21 Allowed Claim at the discretion of the Liquidating Trustee (a) the full amount thereof,
22 without post-petition interest or penalty, in Cash, as soon as practicable after the later of
23 (i) the Effective Date and (ii) the date on which such Claim becomes an Allowed Claim;
24 (b) such lesser amount as the holder of an Allowed Priority Tax Claim and Debtors might
25 otherwise agree to on or before the Effective Date; (c) such lesser amount as the holder of
26 an Allowed Priority Tax Claim and the Liquidating Trustee might otherwise agree to after
27 the Effective Date; or (d) over a period of time as allowed by the Bankruptcy Code.
28

1 B. Classified Claims.

2 1. Class 1 – Priority Claims: Allowed Class 1 Claims are Unimpaired.

3 Unless it agrees to receive other, less favorable treatment, each holder of an
4 Allowed Priority Claim will be paid 100% of the unpaid amount of the Allowed Priority
5 Claim in Cash on or as soon as reasonably practicable after the later of (a) the Effective
6 Date, and (b) the date the Priority Claim becomes an Allowed Priority Claim. The holders
7 of Claims in this Class are not impaired and thus are not entitled to vote on this Plan.

8 2. Class 2 – GMAC CF.

9 On the Effective Date, GMAC CF shall receive, in full and complete
10 satisfaction of any and all of its Claims of whatever nature herein, and unless otherwise
11 previously received by GMAC CF, the common stock of DCII, the GMAC CF Avoidance
12 Actions set forth on Exhibit B, and those other assets identified as being distributed to
13 GMAC CF in Exhibit C to the Plan. On the Effective Date, Debtors, the Committees and
14 GMAC CF shall enter into full and complete mutual releases based on the language set
15 forth in Exhibit D, and GMAC CF shall withdraw all Claims against Debtors and the
16 Estates. In addition, at or before the time of transfer of the DCII stock, Debtors and
17 GMAC CF shall enter into an agreement in connection with the foregoing on terms and
18 conditions mutually acceptable to them and (i) providing that, if Debtors so elect, the
19 common stock of DCII shall be transferred to a new corporation wholly owned by GMAC
20 CF and that Debtors and such new corporation shall make an election under § 338(h)(10)
21 of the Internal Revenue Code of 1986, as amended (and corresponding state and local tax
22 law) with respect to such transfer, (ii) setting forth the fair market value of the common
23 stock of DCII and that transfer thereof to GMAC CF shall be considered a payment by
24 Debtors to GMAC CF on funded indebtedness owed by Debtors to GMAC CF, and (iii)
25 stipulating that the GMAC CF Avoidance Actions and the other actions, not identified as
26 going to FFIC, set forth in Exhibit C to the Plan, and including without limitation the
27 causes of action and claims related to any potential Receivables Recoveries, are causes of
28 action that are contingent, and have no ascertainable fair market value for income tax

1 purposes as of the Effective Date. Such agreement shall not be binding on the Internal
2 Revenue Service.

3 3. Class 3 – FFIC.

4 On the Effective Date, FFIC shall receive, in full and complete satisfaction
5 of any and all of its Claims of whatever nature herein, the FFIC Avoidance Actions set
6 forth on Exhibit A, and those other assets identified as being distributed to FFIC in Exhibit
7 C to the Plan. On the Effective Date, Debtors, the Committees and FFIC shall enter into
8 full and complete mutual releases based on the language set forth in Exhibit D, and FFIC
9 shall withdraw all Claims against Debtors and the Estates. In addition, on the Effective
10 Date, Debtors and FFIC shall enter into an agreement stipulating that such other assets and
11 the FFIC Avoidance Actions are causes of action that are contingent, and have no
12 ascertainable fair market value for income tax purposes as of the Effective Date. Such
13 stipulated agreement shall not be binding on the Internal Revenue Service.

14 4. Class 4 – Senior Noteholders.

15 On the Effective Date, Debtors, the Committees and the Senior Noteholders
16 shall enter into full and complete mutual releases based on the language set forth in
17 Exhibit D, the Senior Noteholders shall withdraw all Claims against Debtors and the
18 Estates, and the Claims of the Senior Noteholders will be treated the same as Claims in
19 Class 2.

20 5. Class 5 – Other Secured Claimants.

21 Unless it agrees to receive other, less favorable treatment, each holder of an
22 Allowed Class 5 Claim will receive one of the following treatments as soon as reasonably
23 practical on or after the Effective Date:

24 (i) All of that holder's other legal, equitable, or contractual rights with
25 respect to its Class 5 Claim will remain unaltered (including retention of liens securing the
26 Claim) and such claimant will have all of its non-bankruptcy rights;

27 (ii) The Collateral held by Debtors that is subject to that holder's Class 5
28 Claim which will be conveyed to such holder by Debtors;

1 (iii) Such holder of a Class 5 Claim will be paid in Cash in the amount of
2 its Allowed Class 5 Claim; or

3 (iv) To the extent the Collateral that is subject to that holder's Class 5
4 Claim is insufficient to satisfy that Claim in full, any deficiency of that holder's Class 5
5 Claim shall be a Class 6 Claim to the extent it is allowed.

6 Debtors may select one of those treatments and, if they do not, the
7 Liquidating Trustee, in its sole discretion, will select which of these treatments each holder
8 of an Allowed Class 5 Claim will receive.

9 6. Class 6 – Unsecured Claims.

10 As soon as is reasonably practical after the Effective Date, and thereafter
11 from time to time, based on the Liquidating Trustee's review and determination of the
12 Unsecured Claims and any necessary reserve for Disputed Claims, the Liquidating Trustee
13 shall distribute funds pro rata from the Liquidating Trust to each holder of an Allowed
14 Unsecured Claim, provided that each holder of an Allowed Unsecured Claim must first
15 resort to other potential sources of recovery for the payment of its Claim, including,
16 without limitation, insurance proceeds or surety bonds, before receiving any distribution
17 from the Liquidating Trust. The Liquidating Trustee shall review the Unsecured Claims
18 and determine in his or her sole discretion which Unsecured Claims, if any, are subject to
19 this marshalling provision.

20 The Liquidating Trust Agreement shall specify the marshalling procedures,
21 which agreement shall be presented to the Court at the Confirmation Hearing. The
22 Liquidating Trust Agreement will provide, among other things, that (1) the Liquidating
23 Trustee shall have discretion to determine which holders of Unsecured Claims must resort
24 first to other potential sources of recovery, (2) the Liquidating Trustee shall give written
25 notice to the holder of each Unsecured Claim whose Claim is subject to marshalling, (3)
26 the notice shall specify the basis for the proposed marshalling of the Unsecured Claim, and
27 (4) the notice shall provide the holder with 28 days notice and opportunity to file a written
28 objection to the marshalling of the Unsecured Claim.

1 The Unsecured Claim shall be subject to marshalling as proposed in the
2 Liquidating Trustee's notice and pursuant to the Plan. The Liquidating Trustee
3 periodically will file reports with the Court, as modified from time to time, identifying the
4 Unsecured Claims that are subject to marshalling. If the holder of an Unsecured Claim
5 disputes the amount or availability of the alternative source(s) of recovery, the holder of
6 the Unsecured Claim must file a written objection to the Liquidating Trustee's notice of
7 marshalling. The Liquidating Trustee then will meet and confer with the holder of the
8 Unsecured Claim to attempt to resolve the objection. If the objection cannot be resolved,
9 the matter will be set for hearing and decided by the Bankruptcy Court.

10 The Liquidating Trustee shall make appropriate reserve for the Unsecured
11 Claims that are subject to marshalling, before making any distributions to Unsecured
12 Creditors from the Liquidating Trust.

13 Nothing in this marshalling provision is intended to waive, or otherwise
14 impair, any defense available to a claim made against an alternative potential source of
15 recovery pursuant to this provision and/or the Liquidating Trust Agreement, which
16 defenses are specifically reserved.

17 All costs, fees and expenses, including reasonable attorneys' fees and
18 expenses, that are incurred by the Liquidating Trustee after the Effective Date in
19 connection with (a) the administration of the Liquidating Trust, and (b) the allowance and
20 determination of Class 6 Claims, will be funded from the assets of the Liquidating Trust.
21 Such post-Effective Date fees and expenses shall have priority over the Unsecured Claims
22 in Class 6.

23 7. Class 7 – Interest holders.

24 All Class 7 Interests shall be cancelled as of the Effective Date. Holders of
25 Class 7 Interest shall be deemed to have rejected the Plan.

1 V.

2 TREATMENT OF CONTRACTS, LEASES, AND
3 INDEMNIFICATION OBLIGATIONS

4 A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

5 1. Rejection.

6 On the Effective Date, all executory contracts and unexpired leases executed
7 by any Debtor or the Debtors prior to the Petition Date, and not previously assumed or
8 rejected, shall be deemed rejected. The Confirmation Order will constitute a Court order
9 approving such rejections.

10 2. Bar Date for Rejection Damage Claims.

11 Bar Dates have already been established for certain Claims arising from the
12 rejection of various executory contracts and unexpired leases during the course of the
13 Cases. This Plan does not change those Bar Dates. All other Claims arising from the
14 rejection of executory contracts and unexpired leases, whether arising before or after the
15 Effective Date, must be Filed with the Court and served upon Debtors, Debtors' Counsel
16 and the Liquidating Trustee within 30 days after Confirmation, and will be paid, if
17 Allowed, as a Class 6 Claim under the Plan. If such a Claim is not filed within 30 days
18 after Confirmation, such Claim will be disallowed and the holder of such Claim will not
19 receive any distribution under the Plan.

20 VI.

21 MEANS OF EXECUTION AND IMPLEMENTATION
22 OF THE PLAN AND OTHER PROVISIONS

23 A. Merger and Dissolution of Debtors.

24 Before or after the Effective Date, with the prior written consent of the
25 Senior Secured Lenders and the Committees (and the Liquidating Trustee if he, she or it
26 shall then have been appointed), Debtors are authorized to cause one or more of Debtors
27 other than DCHI to be merged or reorganized with or into another Debtor. As soon as
28 practical after the Effective Date, at which time all of the assets of each Debtor not

1 otherwise disposed of or distributed by the Plan shall be transferred to the Liquidating
2 Trust, and after the consolidation and transfer of each Debtor's assets into the Liquidating
3 Trust, each Debtor shall be dissolved. Funding for such dissolutions shall come from the
4 amount funded by the Senior Secured Lenders for the payment of all Administrative
5 Expenses, Priority Tax Claims and Priority Claims (both Allowed and Disputed). As part
6 of such dissolutions, all of the assets of each Debtor not otherwise disposed of by the Plan
7 shall be contributed to the Liquidating Trust and the Senior Secured Lenders shall
8 surrender their rights to such assets. In addition, on the Effective Date, every Claim filed
9 in the individual chapter 11 Case of a Debtor will be deemed filed against the assets of the
10 Liquidating Trust. Debtors may seek a determination of tax liabilities of Debtors pursuant
11 to Bankruptcy Code § 505.

12 B. Funding of Plan.

13 The funds required for the implementation of the Plan and the distributions
14 hereunder shall be provided solely from the Liquidating Trust. On the Effective Date, and
15 in order partially to fund the Liquidating Trust, the Senior Secured Lenders shall contribute
16 proceeds from their cash collateral or, in the absence of such cash collateral, Cash to the
17 Liquidating Trust in the sum of \$200,000. The percentage contribution to be made by the
18 Senior Secured Lenders shall be 50% each.

19 In addition to that contribution, the Senior Secured Lenders shall contribute
20 funds to the Liquidating Trust equal to the amount of Allowed Administrative Expenses,
21 Allowed Priority Tax Claims and Allowed Priority Claims. Further, the Senior Secured
22 Lenders will establish a segregated account and fund that account in an amount sufficient
23 to pay all of the Disputed Administrative Expenses, Disputed Priority Tax Claims and
24 Disputed Priority Claims. Notwithstanding the foregoing, if the total amount of the
25 Administrative Expenses (excluding, however, allowed professional fees, expenses of
26 Debtors' bankruptcy counsel and Committees' counsel and taxes that are Administrative
27 Expenses), Priority Tax Claims and Priority Claims (both Allowed and Disputed) exceeds
28 \$1,000,000, GMAC CF, FFIC, or both, may withdraw their support for the Plan by

1 notifying Debtors' Counsel in writing of such withdrawal at any time prior to the Effective
2 Date and at that time Debtors will withdraw the Plan.

3 Furthermore, GMAC CF shall contribute funds to the Liquidating Trust in an
4 amount equal to 7.2% of the net Receivable Recoveries, subject to the equitable
5 subrogation rights of FFIC. The net amount of the Receivable Recoveries shall be
6 calculated by starting with the gross amount received by GMAC CF from the Receivable
7 Recoveries and deducting therefrom all of the attorney fees, accountant fees, expert
8 witness fees, costs, court costs and expenses directly attributable to any action or
9 proceeding necessary to effect the Receivable Recoveries. Said payment shall be made by
10 GMAC CF to the Liquidating Trust within thirty (30) days after receipt of any Receivable
11 Recoveries. GMAC CF shall provide periodic status reports to the Liquidating Trustee
12 regarding GMAC CF's efforts to collect the Receivable Recoveries and provide an
13 accounting of any gross amounts received and any deductions taken by GMAC CF. The
14 defendants in the various lawsuits related to the Receivable Recoveries dispute liability
15 and reserve all rights to defend, counterclaim and offset against claims brought by Debtors.

16 In addition to the above, the Liquidating Trust shall receive all Avoidance
17 Recoveries and the right to pursue all litigation listed in Debtors' respective Schedules and
18 Statements of Financial Affairs on file in the Cases, except as otherwise provided in the
19 Plan.

20 C. Liquidating Trust and Powers of Liquidating Trustee.

21 1. Establishment of the Liquidating Trust.

22 On the Effective Date, a Liquidating Trust will be established as an express
23 trust and a separate legal entity governed by the terms of the Liquidating Trust Agreement.
24 Except to the extent required otherwise under applicable tax law or as Debtor and
25 Liquidating Trustee may agree as set forth in the Liquidating Trust Agreement, the holders
26 of Claims hereunder shall be treated as the grantors of the Liquidating Trust and deemed to
27 be owners of the Liquidating Trust's assets for income tax purposes. If any term of the
28 Liquidating Trust Agreement is inconsistent with the Plan or the Confirmation Order, the

1 terms of the Plan and the Confirmation Order will control the contrary terms of the
2 Liquidating Trust Agreement.

3 The holders of all Allowed Claims (exclusive of the Senior Secured Lenders)
4 are the beneficiaries of the Liquidating Trust, which will be the only source for repayment
5 of Claims in accordance with the Plan. The Liquidating Trustee will serve as the sole
6 trustee of the Liquidating Trust, and the Committees may act as advisors to the Liquidating
7 Trustee in accordance with the Liquidating Trust Agreement. After the Liquidating Trust
8 has been completely administered and all distributions have been made to the holders of
9 Allowed Claims, as provided in the Plan, and all other conditions to termination of the
10 Liquidating Trust under the Liquidating Trust Agreement have been satisfied, the
11 Liquidating Trust will be terminated prior to the entry of the final decree and order closing
12 the Cases.

13 2. Powers of Liquidating Trustee.

14 The Liquidating Trustee shall make distributions in accordance with this
15 Plan. In addition, to facilitate implementation of the Plan, the Liquidating Trustee may
16 (a) hold, administer, liquidate and distribute the corpus of the Liquidating Trust for the
17 benefit of holders of Allowed Claims, (b) reserve for Disputed Claims; (c) review and
18 object where appropriate to Claims; (d) review and determine which Unsecured Claims are
19 subject to marshalling pursuant to Section IV.B.6 of this Plan; (e) review and prosecute,
20 settle or release all Avoidance Actions and any other Claims, demands, rights, actions,
21 causes of actions and suits of Debtors that were transferred to the Liquidating Trust, in
22 accordance with the best interest of and for the benefit of the claimants entitled to receive
23 distributions under the Plan; (f) dispose of any non-liquid Property in an orderly and
24 expeditious manner; (g) make distributions to holders of Allowed Claims, (h) submit
25 quarterly reports to the Office of the United States Trustee with copies to Debtors'
26 Counsel, counsel for the Committees, counsel for GMAC CF and counsel for FFIC,
27 summarizing the Liquidating Trust activity and make quarterly payments to the Office of
28 the United States Trustee in accordance with 28 U.S.C. § 1930(a)(6) based upon

1 disbursements that are distributions until the entry of a final decree and order closing the
2 Cases; (i) employ professionals to assist in fulfilling its obligations under the Liquidating
3 Trust Agreement; and (j) otherwise act in accordance with the Liquidating Trust
4 Agreement, the Plan and orders of the Court.

5 3. Post-Confirmation Operations of the Liquidating Trust.

6 On the Effective Date, and after each Debtor transfers all of its assets to the
7 Liquidating Trust, the Liquidating Trustee will establish two or more interest-bearing
8 accounts, one of which will be identified as the "Plan Fund" and the other of which will be
9 identified as the "Disputed Claims and Administrative Fund Reserve." The Liquidating
10 Trustee may establish such other accounts as are consistent with the Liquidating Trust
11 Agreement and reasonably necessary to the operation of the Liquidating Trust and
12 implementation of the Plan.

13 The Liquidating Trustee shall reserve from the property of the Liquidating
14 Trust and maintain in the Disputed Claims and Administrative Fund Reserve, after
15 consultation with the Committees, sufficient Cash to pay all reasonably anticipated
16 expenses of the Liquidating Trust, in accordance with the Liquidating Trust Agreement,
17 the implementation of the provisions of this Plan, and the entry of the Final Decree and
18 Order Closing the chapter 11 Case. In advance of any distribution hereunder, and
19 otherwise from time to time, the Liquidating Trustee shall adjust the amount in the
20 Disputed Claims and Administrative Fund Reserve, upon notice to the Committees, to
21 maintain an adequate reserve for such expenses.

22 The Liquidating Trustee may settle any Avoidance Action by giving notice
23 of its intent to settle such action to the Committees and the Office of the United States
24 Trustee, Oakland Division. Such notice will include a summary of the terms of such
25 settlement. The Committees and the Office of the United States Trustee shall have 15 days
26 to object in writing to the proposed settlement. To the extent the parties cannot resolve
27 any dispute regarding such settlement, the Liquidating Trustee may move the Court to
28

1 approve the settlement on 15 days' notice to the Committees and the Office of the United
2 States Trustee.

3 4. Determinations of Tax Liability.

4 The Liquidating Trustee may seek determinations of the tax liability of
5 Debtors or the Liquidating Trust, or both, pursuant to Bankruptcy Code § 505.

6 5. The Committees.

7 After the Effective Date and through the date of the final distribution under
8 the Plan, the Committees will continue to serve as the representative of holders of Claims
9 in Class 6 and Committee expenses, including reasonable legal fees, shall be paid solely
10 from the Liquidating Trust Assets. In accordance with the Liquidating Trust Agreement,
11 the Committees will also become the Beneficiary Committees under the Liquidating Trust
12 and the representative of the beneficiaries of the Liquidating Trust. From and after the
13 establishment of the Liquidating Trust, the Committees shall have such duties as are
14 consistent with the Liquidating Trust Agreement or as otherwise ordered by the Court,
15 including, but not limited to, the review of Liquidating Trust expenditures and the
16 prosecution of those claims and causes of action that the Trustee or the Court designates to
17 the Committees for collection. Sedgwick, Detert, Moran & Arnold LLP or such other
18 firms as the Committees select, shall serve as Committees' counsel through the date of the
19 final distribution. The Committees shall be consolidated into a single Committee for the
20 post-confirmation administration of the Cases.

21 D. Employment and Compensation of Liquidating Trustee and his Professionals.

22 At least ten days prior to the commencement of the Confirmation Hearing,
23 Debtors shall suggest to the Committees the name of the Liquidating Trustee. Debtors and
24 the Committees shall meet and confer regarding that suggestion. If they cannot agree on a
25 Liquidating Trustee, then during the Confirmation Hearing the names of the proposed
26 Liquidating Trustee shall be submitted to the bankruptcy judge presiding at the
27 Confirmation Hearing, along with background materials regarding those proposed
28

1 candidates. The bankruptcy judge shall select the Liquidating Trustee that such judge
2 determines will best serve as Liquidating Trustee.

3 The Liquidating Trustee's compensation and permitted expenses shall be
4 paid solely from the Liquidating Trust Assets. From time to time after the Effective Date,
5 the Liquidating Trustee may employ, engage the services of, and compensate other Persons
6 and Professional Persons (which may include Professionals previously or concurrently
7 employed by the Committees or previously employed by Debtors), reasonably necessary to
8 assist the Liquidating Trustee in performing its duties under the Liquidating Trust
9 Agreement, and the Plan, without the necessity of further authorizations by the Court.
10 Prior to employing any such Professional Persons the Liquidating Trustee will give notice
11 of its intent to employ to the Committees and the Office of the United States Trustee. Such
12 notice will include a description of the work to be performed, the anticipated fees and costs
13 to be incurred and the financial terms of the proposed engagement. The Committees and
14 the Office of the United States Trustee shall have 15 days to object in writing to the
15 proposed engagement. To the extent that the parties cannot resolve any dispute regarding
16 such employment, the Liquidating Trustee may move the Court to approve the engagement
17 on 15 days' notice to the Committees and the Office of the United States Trustee. The
18 Estates shall compensate the Liquidating Trustee's Professional Persons in accordance with
19 the procedures set forth in the Liquidating Trust Agreement and solely from the
20 Liquidating Trust Assets.

21 E. Pension Plan.

22 If not already terminated, the Pension Plan will be terminated in accordance
23 with the Employee Retirement Income Security Act of 1974, as amended, prior to the
24 Effective Date, and any Claims arising from said termination or Claims related to the
25 pension plans will be treated as Class 6 Claims.

26 F. Cancellation of Stock, Warrants, and Options.

27 On the Effective Date, all existing Interests (including, without limitation,
28 the Debtors' Existing Common Stock, but not including the capital stock of DCII, which

1 may have been transferred or will be transferred to GMAC CF under the Plan) and all
2 existing warrants and options (if any) will be cancelled, annulled, and extinguished, and
3 any certificates representing those Interests will be void and of no further force and effect.
4 Persons holding the Debtors' Existing Common Stock will retain no rights and receive no
5 consideration on account of those Interests.

6 G. Objections to Claims and Deadlines.

7 1. Objection Deadline.

8 Objections to Claims will be filed with the Court and served on holders of
9 each Claim to which objection is made as soon as practicable, but in no event later than six
10 months after the Effective Date unless extended by the Liquidating Trustee by ex parte
11 application to the Court.

12 2. Prosecution of Disputed Claims.

13 The Liquidating Trustee will have responsibility for objecting to the
14 allowance of all Claims; however, the Senior Secured Lenders may object to any
15 administrative or priority claim. Objections that are filed and prosecuted as provided in
16 this Section will be litigated to Final Order or compromised and settled in accordance with
17 the terms of this Plan.

18 3. Claims Settlement Procedures.

19 Notwithstanding any requirement that may be imposed by Rule 9019, from
20 and after the Effective Date, all Claims may be compromised and settled, with approval of
21 the Court, by the Liquidating Trustee, upon 20 days' notice to the Committees and the
22 Senior Secured Lenders pursuant to their authority under this Plan. The Senior Secured
23 Lenders and the Committees shall have standing to object to any settlement regarding any
24 Administrative Expense Claim, Priority Claim or Priority Tax Claim.

VII.

DISTRIBUTION OF PROPERTY

A. Manner of Cash Payment.

Cash payments to Persons holding Allowed Claims will be denominated in U.S. dollars and will be made by checks drawn on a bank selected by the Liquidating Trustee, or by wire transfer from such bank, and solely out of the Liquidating Trust Assets.

B. Unclaimed Property.

If a distribution remains unclaimed for a period of six months after it has been delivered (or attempted to be delivered) to the holder entitled to receive it under the Plan, the holder will forfeit the Unclaimed Property. Thereupon, all right, title and interest in and to the Unclaimed Property will immediately and irrevocably vest in the Liquidating Trust, provided, however, that any distribution on account of an Allowed Administrative Expense, Allowed Priority Claim or Allowed Priority Tax Claim will immediately and irrevocably vest in the Senior Secured Lenders. The holder of an Allowed Claim previously entitled to Unclaimed Property will thereafter cease to be entitled to it.

C. De Minimis Distributions and Fractional Cents.

The Liquidating Trustee will not be required to make any distributions of less than \$20.00 to the holder of any Claim and such funds shall be otherwise distributed to the holders of Allowed Claims in accordance with the Plan. Whenever any payments of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

D. Compliance with Tax Requirements.

The Liquidating Trustee will comply with all withholding and reporting requirements imposed on it by governmental units, and all distributions under the Plan will be subject to any such withholding and reporting requirements. The Liquidating Trustee will cause to be prepared in accordance with applicable law and shall cause to be filed all tax returns required to be filed by Debtors and shall pay the taxes shown as due thereon out

1 of assets of the Liquidating Trust in accordance with the Plan and Liquidating Trust
2 Agreement.

3 E. Setoff and Recoupment.

4 Notwithstanding anything to the contrary in the Plan, the Liquidating Trustee
5 may, but need not, set off, recoup, or withhold against the distributions to be made on
6 account of any Allowed Claim any claims that Debtors, the Estates, or Liquidating Trustee
7 may have against the Persons holding the Allowed Claims. Neither Debtors nor the
8 Liquidating Trustee will waive or release any claim that they may have against those
9 Persons either by failing to effect such a setoff or recoupment; by allowing any Claim
10 against Debtors, the Estates, or Liquidating Trustee or by making a distribution on account
11 of an Allowed Claim after the Petition Date.

12 VIII.

13 ADMINISTRATIVE PROVISIONS

14 A. Committees.

15 The Committees will remain in existence until the Class 6 Claims are fully
16 Allowed or disallowed and determined, the Avoidance Claims are concluded and all Plan
17 distributions are completed. Thereafter, the Committees will be dissolved and released
18 from all further authority, duties, responsibilities and obligations relating to, arising from,
19 or in connection with, the chapter 11 Cases. From and after the Effective Date, the
20 Liquidating Trustee will pay all claims of counsel for the Committees from the assets of
21 the Liquidating Trust as set forth in the Liquidating Trust Agreement.

22 In addition, the Committees and their members, past present and future, shall
23 have no liability in connection with: (1) the performance of their duties on behalf of the
24 Unsecured Creditors in connection with these Cases, or (2) the performance of any task
25 contemplated in this Plan, except for gross negligence, intentional misconduct or
26 intentional breach of fiduciary duty.

1 B. Revocation of the Plan.

2 If the Plan is not confirmed and the Effective Date does not occur the Plan
3 will be null and void, and nothing contained in the Plan or the Disclosure Statement will:
4 (a) waive or release any Claims by or against any Debtor or (b) prejudice in any manner
5 any rights that Debtors, the Estates, or any creditors or equity security holders have in any
6 further proceedings.

7 C. Successors and Assigns.

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

11 D. Saturday, Sunday, or Legal Holiday.

12 If any payment or act under the Plan should be made or performed on a date
13 that is not a Business Day, then the payment or act may be completed on the next
14 succeeding day that is a Business Day, in which event the payment or act will be deemed
15 to have been completed on the required date.

16 E. Governing Law.

17 The rights and obligations arising under the Plan and any agreements,
18 contracts, documents, or instruments executed in connection with the Plan will be
19 governed by, and construed and enforced in accordance with, California law without
20 giving effect to California law's conflict of law principles, unless a rule of law or
21 procedure is supplied by: (a) federal law (including the Bankruptcy Code and Bankruptcy
22 Rules); or (b) an express choice-of-law provision in any agreement, contract, instrument,
23 or document provided for, or executed under or in connection with, the Plan.

24 F. No Admissions.

25 Notwithstanding anything to the contrary in the Plan, if the Plan is not
26 confirmed or the Effective Date does not occur, the Plan will be null and void, and nothing
27 contained in the Plan or the Disclosure Statement will: (a) be deemed to be an admission
28 by any Debtor with respect to any matter set forth in the Plan, including, without

1 limitation, liability on any Claim or the propriety of any Claim's classification;
2 (b) constitute a waiver, acknowledgment, or release of any Claims (and any security
3 therefor) by or against any Debtor; or (c) prejudice in any manner the rights of Debtors, the
4 Estates, or any creditors in any further proceedings:

5 G. Retention of Jurisdiction.

6 Notwithstanding the entry of the Confirmation Order or the occurrence of the
7 Effective Date, the Court will retain jurisdiction over Debtors' Cases and the Liquidating
8 Trust after the Effective Date to the fullest extent provided by law and to enforce any
9 provision of this Plan. If the Court abstains from exercising jurisdiction, or is without
10 jurisdiction over any matter, this Section will not effect, control, prohibit, or limit the
11 exercise of jurisdiction by any other court that has jurisdiction over that matter.

12 H. Conditions to Effectiveness of the Plan.

13 The Plan will not be consummated or become binding unless and until the
14 Effective Date occurs.

15 I. Modification of the Plan.

16 Subject to the restrictions set forth in Bankruptcy Code § 1127, Debtors
17 reserve the right to alter, amend, or modify the Plan before it is substantially
18 consummated.

19 IX.

20 VESTING OF TITLE

21 Except as provided in this Plan or in the Confirmation Order, on the
22 Effective Date, the Liquidating Trust shall be vested with all of the property of Debtors not
23 otherwise transferred pursuant to the Plan, free and clear of all Claims, liens, charges, and
24 other interests of creditors arising prior to Confirmation, and will hold all such property as
25 provided in the Plan and pursuant to the Liquidating Trust Agreement. After
26 Confirmation, and except as provided in the Plan, the Liquidating Trust will operate free of
27 any restrictions of the Bankruptcy Code.

28

1 X.

2 RETENTION AND ENFORCEMENT OF CLAIMS

3 Pursuant to Bankruptcy Code § 1123(b)(3), with respect to the assets
4 transferred to the Liquidating Trust as part of the Plan, the Liquidating Trust will succeed
5 to any and all claims, defenses, powers and interests held by Debtors (to the extent not
6 transferred, waived, released, settled, or compromised on or before the Effective Date),
7 and this Plan expressly reserves all such claims, defenses, powers, and interests to the
8 Liquidating Trust, including without limitation, rights to object to the allowance of Claims,
9 request the subordination of Claims, avoid transfers of property or interests in property of
10 the Debtor, and seek recovery of property, damages, or equitable relief.

11 XI.

12 USE OF BANKRUPTCY CODE § 1129(b)

13 If any class of Claims fails to accept this Plan by the requisite majorities in
14 number and amount, as required by Bankruptcy Code § 1126, or is deemed to have
15 rejected this Plan, Debtors may, at any time, invoke the provisions of Bankruptcy Code §
16 1129(b).

17 XII.

18 RECOMMENDATION AND CONCLUSION

19 Debtors believe that Plan confirmation and implementation are preferable to
20 any feasible alternative because the Plan will provide Persons holding Claims with
21 substantially greater recoveries than the alternatives. Accordingly, Debtors urge Persons
22 who hold impaired Claims to vote to accept the Plan by checking the box marked "Accept"
23 on their ballots and then returning the ballots to Debtors as directed in the Plan and
24 Disclosure Statement.

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Dated: June 23, 2004

By: /s/
Larry Magelitz
Vice President – Finance, Chief Financial
Officer of Dillingham Construction Holdings,
Inc. and Designated Responsible Individual
for all Debtors

Presented by:
SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP

By: /s/
Michael H. Ahrens
Attorneys for
Debtors and Debtors-in-Possession

APPROVED AS TO FORM:

DATED: June 23, 2004

SEDGWICK, DETERT, MORAN & ARNOLD, LLP

By /s/
Robert S. Gebhard
Attorneys for Committees of Watkins Engineers &
Constructors, Inc., and Inland Industrial
Contractors, Incorporated

DATED: June 23, 2004

BUCHALTER, NEMER, FIELDS & YOUNGER,
Professional Corporation

By /s/
Shawn M. Christianson
Attorneys for Fireman's Fund Insurance Company

1 DATED: June 23, 2004

2 ADORNO & YOSS, P.A.

3
4
5 By /s/
6 Charles M. Tatelbaum
7 Attorneys for GMAC Commercial Finance LLC
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EXHIBIT A
TO FIRST AMENDED JOINT CHAPTER 11 PLAN
DILLINGHAM CONSTRUCTION HOLDINGS, INC., ET AL.

As used in the Plan, the term "FFIC Avoidance Actions" shall mean and include any and all actual or potential avoidance actions or causes of action whether presently known or hereafter discovered, which may be brought under Bankruptcy Code Sections 544, 545, 547, 548, 549 or 550 by the Debtors, the Debtors' estates, the Creditors' Committee, the Trustee of the Liquidating Trust, or any trustee, liquidator or liquidating trustee hereafter appointed as representative, or as representatives of the Debtors' estates, whether under chapter 7 or 11 of the Bankruptcy Code, or any other representative qualified under the Bankruptcy Code (the "Debtor Parties") against FFIC, its officers, directors, members, shareholders, employees, representatives, agents, consultants, advisors, subsidiaries, attorneys and affiliates, together with any and all subcontractors, suppliers, vendors, third party surety bond claimants and any other entities which have supplied labor, materials, equipment or other goods and services with respect to any contracts, agreements, obligations or construction projects of any of the Debtors which are subject to a surety bond issued by FFIC or any of its subsidiaries or affiliates ("FFIC Parties"), including, without limitation, any and all claims, demands, liabilities, suits, causes of action, damages, losses, expenses, attorneys' fees or costs which the Debtor Parties may have against the FFIC Parties arising from or relating to:

(1) any operational funding, project financing or other advances of funds by FFIC (i) to the Debtors or for the benefit of the Debtors, or (ii) to the Debtors' subcontractors or suppliers or for the benefit of such subcontractors or suppliers, in the period commencing January 28, 2002 and ending on January 28, 2003;

(2) any payments made to or received (i) by the FFIC Parties, (ii) by any person on behalf of any of the FFIC Parties, or (iii) directly or indirectly for the benefit of any of the FFIC Parties arising out of or in connection with the purchase and sale transaction pursuant to which certain bonded construction contracts of Nielsen Dillingham Builders, Inc. ("NDBI") were sold and assigned to Roel Construction Company ("Roel") pursuant to that Asset Purchase Agreement dated as of January 22, 2003 by and among NDBI, as seller, Roel as buyer and FFIC as surety, including each and every transaction, covenant, agreement, undertaking, payment, representation, and warranty set forth therein or required thereunder;

(3) the acquisition by FFIC from the original Senior Noteholders on November 27, 2002 of \$12,727,773.86 in outstanding principal amount of those certain Series A and Series B Senior Secured Notes originally issued by Dillingham Construction Holdings, Inc. on or about June 13, 1997, including related contract rights, guaranties and collateral security;

(4) any payments made to or received (i) by the FFIC Parties, (ii) by any person on behalf of any of the FFIC Parties, or (iii) directly or indirectly for the benefit of the FFIC Parties arising out of or in connection with the acquisition by Kajima USA, Inc. of substantially all of the assets of Hawaiian Dredging Construction Company, LLC, a Delaware limited liability company pursuant to that LLC Purchase Agreement dated as of October 31, 2002, by and among Kajima USA Inc. as buyer, Dillingham Construction Pacific Ltd., dba Hawaiian Dredging Construction Company, a Hawaii corporation, as seller, Dillingham Construction Corporation and Dillingham Construction Holdings, Inc., including each and every transaction, covenant, agreement, undertaking, payment, representation, and warranty set forth therein or required thereunder.

(5) any payments by any of the Debtors made to or received: (i) by any of the FFIC Parties, (ii) by any person on behalf of any of the FFIC Parties, or (iii) directly or indirectly for the benefit of any of the FFIC Parties, which arise out of or in connection with any construction contracts, subcontracts or other agreements or obligations of any of the Debtors bonded by FFIC;

(6) any payments made by the Debtors to third parties out of funds advanced by FFIC to one or more of the Debtors for the purposes of fulfilling obligations on bonded construction contracts, subcontracts, contracts with vendors, suppliers, materials, equipment, machinery and the like used or to be used in connection with bonded construction projects, including any such payments in connection with any FFIC bonded project;

(7) any payments made to or received by any subcontractor, supplier, vendor, or other entity for labor, materials, equipment or other goods or services from any of the Debtors on a contract, agreement, obligation or construction project bonded by FFIC or any of its affiliates or subsidiaries, whether received (i) directly from a Debtor, or (ii) as a surety bond claim payment from FFIC, or (iii) pursuant to a payment or advance by FFIC to such party on behalf of or for the benefit of any Debtor; and

(8) any and all other claims, whether now known, or hereafter discovered, relating to or arising in connection with any and all surety bonds, undertakings, or recognizances issued by FFIC or any of its subsidiaries or affiliates at the request of or on behalf of any Debtors and their respective subsidiaries and affiliates.

GMAC AVOIDANCE ACTIONS

No GMAC CF Avoidance Actions Exist.

Exhibit "C"

The following shall constitute those additional items to augment and supplement the Debtors' First Amended Joint Chapter 11 Plan (the "Plan"), of Dillingham Construction Holdings, Inc., et al., (the "Debtors") in connection with the distributions to GMAC Commercial Finance, LLC ("GMAC CF"), the holder of the claims in Class 2 and Class 4 of the Plan and to Fireman's Fund Insurance Company and each of its surety subsidiaries, including The American Insurance Company, National Surety Corp., Associated Indemnity Corp. and American Automobile Insurance Company ("FFIC"), the holder of the claims in Class 3 of the Plan.

To the extent that any inconsistency is created between the terms of this Exhibit C and the terms of the Plan, the language of the Plan shall control.

It is the intention of the Debtors in the Plan that except for the specifically enumerated distributions to the creditors in Classes 1, 5, 6 and 7, all the remaining assets of the Debtors will be distributed to GMAC CF and FFIC under the Plan.

With respect to the assets to be distributed between GMAC CF and FFIC and satisfaction of each of their respective secured claims and administrative, priority and unsecured claims in accordance with Article IV of the Plan, the Debtors' assets will be divided and allocated as follows:

SECTION 1 DISTRIBUTIONS TO GMAC CF

GMAC CF shall receive as its distribution in accordance with Article IV of the Plan the following assets as set forth in this Section 1:

1. Subject to FFIC's rights of Equitable Subrogation as defined below, all of the Debtors' right, title, and interest in and to those Claims as defined in among other documents that First Amendment to Amended and Restated Collateral Agency and Intercreditor Agreement dated as of June 12, 2001, among GMAC CF, FFIC, the Debtors and certain other parties named therein, with respect to the following:

- a. the Claim of the Debtors to that portion of the Dillingham – Ray Wilson Joint Venture arising out of the contract with the City of Los Angeles for the Hyperion Solids Handling C-74d1 Digester Expansion Phase I;
- b. the Holnam Project Claim;
- c. the Olmstead/Ohio Rivers Lock & Dam project Claim;
- d. the Libertyville Project Claim; and
- e. the Los Angeles Metro/MTA Redline Claim.

2. Any and all tax refunds due to the Debtors, including, but not limited to, those from the Island Nation of Guam, but excluding any such refund relating to the Carraizo Dam, Puerto Rico project.

3. Any funds being held in escrow arising from the Napa Valley EPA Project.

4. The proceeds from the sales of equipment from the Olmstead Project.

5. Recoveries from (a) all of the Debtors' accounts receivable from unbonded jobs, and (b) the proceeds of other assets or personal property collateral described in the DIP Order or otherwise pledged by the Debtors to GMAC CF, subject to any prior recorded and perfected security interests and/or prior liens of record in favor of third parties.

6. It is understood by GMAC CF and FFIC that for the purposes of this Exhibit C and as part of the distributions to be made under the Plan to GMAC CF, GMAC CF will not assert and will waive any assertion or right to assert that any losses suffered by GMAC CF as a result of outstanding letters of credit or any other advances by GMAC CF in favor of Dillingham Construction International, Inc. will be satisfied by or be considered as part of GMAC CF's debts being satisfied by the distribution under the Plan.

SECTION 2 DISTRIBUTIONS TO FFIC

FFIC shall receive as its distribution in accordance with Article IV of the Plan the following assets as set forth in this Section 2:

1. FFIC has the right to receive all recoveries from assets of Nielsen Dillingham Builders, Inc. ("NDBI") and Roel Construction Company ("Roel") relating to all Assumed Contracts and Supported Projects as described in that certain Asset Purchase Agreement dated January 22, 2003 ("Asset Purchase Agreement"), including accounts receivable and retention receivables of the Assumed Contracts, the Supported Projects, the San Diego Ballpark Venture (as such terms are defined in the Asset Purchase Agreement") and Any Other Construction Projects of NDBI in the United States. As used herein the term "Any Other Construction Projects of NDBI in the United States" includes, without limitation, any and all proceeds and distributions that may be owed to NDBI as a result of joint venture projects and joint venture agreements between NDBI and Harper Construction Company, Inc., as well as the NDBI projects identified on the list of FFIC/Dillingham Entities contract surety bonds attached hereto as Attachment C-1 and incorporated herein by reference.

2. FFIC has the right to receive all accounts receivable recoveries from the assets of the Debtors for post-petition Debtor-in-Possession advances made by FFIC for each of the Debtors' projects subject to an FFIC bond for those projects set forth on the attached Attachment C-2. Since FFIC is cross collateralized on each of these projects for its post-petition Debtor-in-Possession advances, FFIC may, in its sole discretion, apply any recoveries to the losses on the particular projects or other bonded jobs of the same Debtor.

3. FFIC has the right to receive all recoveries from the accounts receivable of the Debtors for the affirmative claims and contract balances arising in connection with the jobs identified on the attached Attachment G-3, which relate specifically to jobs where post-petition Debtor-in-Possession advances have been made by FFIC. Since FFIC is cross collateralized on each of these projects for its post-petition Debtor-in-Possession advances, FFIC may, in its sole discretion, apply any recoveries to the losses on the particular projects or other bonded jobs of the same Debtor.

4. FFIC has the right to receive all recoveries from accounts receivable of the Debtors from those projects set forth on the attached Attachment C-4 where FFIC had made pre-petition cash advances and loss payments with respect to the respective bonded jobs. In connection with such recoveries, FFIC only may apply recoveries from a given project against losses on the same project.

5. FFIC has the right of equitable subrogation on all FFIC bonded projects to the extent of any loss, cost, claim, expense, cash advance or other damages, including legal and consultant fees and expenses suffered or incurred by FFIC ("Surety Indebtedness") with respect to all FFIC bonded projects, including but not limited to the

bonded projects subject to the surety bonds listed below in this Paragraph 5, in Section 1, Paragraph 1 above and Attachment C-4 hereto (the "Equitable Subrogation Projects"). With respect to the Equitable Subrogation Projects, FFIC's equitable subrogation rights regarding any attorneys fees, costs or similar expenses shall only be applicable where FFIC has been required to satisfy a bond claim or advance funds for performance or completion on such project, and such rights will exist and apply against the proceeds of the related Claim recovered by GMAC CF.

FFIC has a super priority right over GMAC CF to recoup any Surety Indebtedness on the Equitable Subrogation Projects out of the proceeds of Surety Specific Collateral (as defined below) and any contract payments, release of retention, affirmative claim recoveries, change order balances and the like when FFIC has been required to pay a claim on a bond or otherwise advance funds for the completion of contractual obligations in connection with a bonded job or project. FFIC shall receive all proceeds of Surety Specific Collateral for each bonded contract to the extent of, and for application to any Surety Indebtedness, with respect to such bonded contract, prior to any right of GMAC CF to such proceeds. Bonded job proceeds shall be applied first to bonded job losses, and recoveries from a given Equitable Subrogation Project shall be applied to Surety Indebtedness on the same project.

As used herein the term "Surety Specific Collateral" shall include all of the bonded job principal's or other indemnitor's right, title and interest in and to: (a) the bonded contract; (b) all contract balances; (c) all rights and actions pursuant to any subcontracts to furnish or supply vehicles, labor, supplies, machinery or other equipment for the bonded contract; (d) all actions, causes of action, claims and demands the bonded

principal may have arising out of the bonded contract; (e) insurance proceeds with respect to the bonded project; (f) all accounts receivable with respect to such bonded contract; (g) all machinery, equipment, materials and supplies that are used in performance of the bonded contract; (h) all records relating to the bonded contract and the Surety Specific Collateral; and (i) the profits and proceeds of the foregoing.

Without limiting the foregoing, FFIC reserves its rights of equitable subrogation as to any Surety Indebtedness on the following bonded jobs:

- Olmstead/Ohio Rivers Lock & Dam: Bond No. 111 2730 3185
- Holnam/Triad: Bond Nos. 111 2741 3356
111 3350 1103
- SFO Connector: Bond No. 111 3328 9212
- Libertyville: Bond No. 111 3350 0998
- Singapore/U.S. Embassy: Bond No. 111 2720 0159
- Hyperion: Bond No. 111 2720 0084
- Tenderloin School Project: Bond No. 111 3327 6284 (in the amount of \$112,504)

FFIC represents that as of the date of the filing of the Plan, no payments have been made by it on any of the bonds listed immediately above, except for the payment to Southern Refractories under the Holnam project. Demand for payment also has been made by Holnam/Holcim under said bond. Additionally, if there is a demand for payment or claim made on any of the bonded jobs where FFIC has the right to claim equitable subrogation, FFIC will notify GMAC CF, through its counsel, Charles Tatelbaum, of such claim or demand within ten days of FFIC's receipt of same.

SECTION 3 INTER-CREDITOR DISTRIBUTIONS

GMAC CF and FFIC are the holders of certain Senior Notes as defined in a Purchase and Sale Agreement between certain Sellers of the Senior Notes, FFIC and the

Debtors, which Senior Notes consist of certain debt securities issued by Dillingham Construction Holdings, Inc. and acquired by GMAC CF's predecessor and FFIC in November, 2002. GMAC CF is also the holder of certain Senior Bank Obligations as defined in the First Amended and Restated Collateral Agency and Intercreditor Agreement dated as of June 18, 1998. In the event that the Senior Bank Obligations held by GMAC CF are paid in full from the recoveries on the proceeds from the Claims distributed to GMAC CF under the Plan or other of the Debtors' assets listed in Section 1 above, and, in addition, if GMAC CF's post-petition priority loans and advances made to the Debtors, plus all of GMAC CF's attorneys fees are paid in full, then, in that event, any additional recoveries from the Claims or other of the Debtors' assets listed in Section 1 above shall be paid to FFIC to satisfy any of the pre-petition or post-petition debts of the Debtors to FFIC. GMAC CF shall not receive any distribution for the payment above the purchase price of the Senior Notes until FFIC has been paid in full for the pre-petition and post-petition debts of the Debtors to FFIC.

**Attachment C-1
NDBI Projects**

| | |
|--|---------------|
| Embassy Suites/Landmark Hotels | 111 3346 8220 |
| Alvarado Filtration Plant | 111 4165 3516 |
| Valley Presbyterian Hospital | 111 1950 3230 |
| Cal Poly Engineering Labs | 111 2741 3323 |
| Aztec Athletic Center San Diego | 111 1950 3115 |
| Sprague Hall UC Irvine | 111 3346 8279 |
| Renaissance Suites/Marriott Garden Grove | 111 3350 0881 |
| USC Themed Residence | 111 3350 1012 |
| Elsinore WRF Expansion | 111 2742 4320 |
| Del Mar Gardens of Green Valley | 111 2742 4304 |
| El Centro Regional Medical Ctr. | 111 4173 5644 |
| Wildhorse Casino | 111 4172 8342 |
| Santa Monica Comm. College Library | 111 4173 5735 |
| DHS Pt. Richmond Labs Ph. 1 | 111 1942 3728 |
| DHS Pt. Richmond Labs Ph. 2 | 111 3346 8238 |
| Alameda County Office Bldg. | 1113350 0915 |
| Envir. H&S Bldg. | 111 1942 3744 |
| South Bay Water Reclamation | 111 2740 2904 |
| Eastgate Technology Park | 111 2742 4221 |
| Pt. Loma WWTP Central Boiler | 111 3331 1206 |
| Downtown Market Pkg Structure | 111 2742 4239 |
| Vet Med Ctr. San Diego | 111 2740 2847 |

| | |
|--------------------------------|--------------------------------|
| Waggoner Elementary | 111 2740 2946 |
| Leucadia Parallel Force main | 111 2741 3257 |
| Preuss School, UCSD | 111 3346 8246 |
| Bremerton Naval Hospital | 111 2741 3414 |
| Pt. Loma WWTRP North Ops | 111 1942 3686 |
| UC Firing Range | 111 4165 3458 |
| CSP-6/10 Target Area | 111 1942 3579 |
| Pt. Loma WWTP Scum Removal | 111 3328 9238 |
| Hubbs Hall UCSD | 111 2751 1118 |
| Torrey View Corp. Ctr. Core | 111 4170 2537 |
| CSP Laser Shell Construction | 111 3331 1214 |
| Tenderloin Elementary | 111 3327 6284 |
| Interactive Lab Portland OR | 111 2736 5432 |
| VA Healthcare Ctr. San Diego | 111 2742 4114 |
| One Embarcadero So. Apts | 111 3331 1248 |
| WA State Univ. Vancouver | 111 1945 9292 |
| Optics Assembly Bldg. Lawrence | 111 3331 1297 |
| Fund 68 Quarters US Marines | 111 1950 3255 111 1950 3248 |
| San Onofre Camp Pendleton | 111 4173 5628 |
| Park Laurel Condominiums | 111 2749 0578 |
| SDSU Cogen | 111 2749 0552 |
| Sharp Memorial Hospital | 111 2751 1118 |

| | |
|---------------------------------|---------------|
| USC/Frederick Meiswinkel | 111 3363 4318 |
| | 111 4176 1202 |
| | 111 1955 4134 |
| | 111 1955 4100 |
| Medical Arts Core & Shell | 111 2742 4098 |
| Rio San Diego Plaza | 111 4173 5669 |
| Sempre City Commerce | 111 1955 4316 |
| San Diego Gas & Electric HQ's | 111 1955 4290 |
| Centrifuge Dewatered Bisolida | 111 1933 3141 |
| Academic Lab Biosafety Cabinets | 111 1950 3107 |
| San Mateo Health | 111 2751 1209 |

In addition to the foregoing, FFIC issued various release of lien bonds, release of stop notice bonds, and contractor license bonds. The above list is intended to be comprehensive, but may not be exhaustive. The failure of any surety bond issued by FFIC in connection with any of NDBI's Bonded Obligations to appear on the above list shall not be dispositive of the treatment of such surety bond or bonds under Exhibit C, it being the intent of the parties that this Attachment G-1 will be construed to apply as broadly as possible to all surety bonds that have been written by FFIC for NDBI individually or in a joint venture capacity. As used herein, the term "Bonded Obligation" shall mean any of Debtors' bonded contracts, projects, jobs, agreements, rights, duties or obligations subject to a surety bond, undertaking or the like, issued by FFIC. To the extent that FFIC has issued a bond at the request of NDBI or an NDBI joint venture which is not otherwise listed here, such bond shall be deemed to have been included here, as if expressly listed. FFIC expressly reserves its rights of equitable subrogation.

Attachment C-2
FFIC Bonded Projects Funded Post Petition

| | | |
|---|---------------|---------|
| Valley Presbyterian Hospital | 111 1950 3230 | NDBI |
| Santa Monica City College Library | 111 4173 5734 | NDBI |
| Embassy Suites | 111 3346 8220 | NDBI |
| SFO Connector | 111 3328 9212 | DCNA |
| DHS Point Richmond Phase II | 111 3346 8238 | NDBI |
| Suwannee AM Cement | 111 4173 5743 | Watkins |
| Leon County School Improvements | 111 3350 1004 | Watkins |
| Leon County School Improvements | 111 4173 5701 | Watkins |
| Leon County School Improvements | 111 4173 5750 | Watkins |
| Leon County School Improvements | 111 2749 0404 | Watkins |
| Leon County School Improvements | 111 1950 3198 | Watkins |
| Leon County School Improvements | 111 4172 8375 | Watkins |
| Leon County School Improvements | 111 4172 8367 | Watkins |
| Leon County School Improvements | 111 3363 4532 | Watkins |
| Leon County School Improvements | 111 3363 4524 | Watkins |
| Leon County School Improvements | 111 1950 3180 | Watkins |
| Leon County School Improvements | 111 2751 1100 | Watkins |
| Richmond Labs Phase I | 111 1942 3728 | NDBI |
| Alvarado Filtration Plan | 111 4165 3516 | NDBI |
| Cal Poly Engineering Labs | 111 2741 3323 | NBDI |
| SF Retrofit/Bay Shore Seismic | 111 2740 2920 | DCNA |
| Puerto Rico Infrastructure (Carraizo Dam) | 111 2742 4247 | DCNA |

| | | |
|--|---------------|----------------|
| Radial Gate, Oroville Dam | 111 4172 8334 | DCNA |
| SF Airport Rail Transit | 111 2742 4262 | DCNA |
| Robert Kiln 5 | 111 1950 3081 | Watkins |
| Robert Kiln 5 | 111 1950 3099 | Watkins |
| Sprague Hall UC Irvine | 111 3346 8279 | NDBI |
| Marriott Renaissance Garden Grove | 111 3350 0881 | NDBI |
| USC Themed Medical Residence | 111 3350 1012 | NDBI |
| Tolt WWTP | 111 2736 5325 | DCNA |
| Wildhorse Gaming Resort | 111 4172 8342 | NDBI |
| Elsinore Plant Expansion | 111 2742 4320 | NDBI |
| Giant Cement/320D Midland Pkway | 111 1955 4324 | Watkins |
| FSU Basketball Facility | 111 4173 5602 | Watkins |
| FSU Baseball Facility/Dick Howser | 111 3359 4694 | Watkins |
| Lexington Park Senior Housing | 111 4172 8284 | Watkins |
| Montenay Bay Ash Bldg. | 111 2751 1043 | Watkins |
| Univ. North Florida Physical Plant removal | 111 1955 4308 | Watkins |
| Calpine Feather River Energy Ctr. | 111 1955 4332 | DCNA |
| Bristol Meyers Squibb | 111 2751 1167 | Watkins/Inland |
| NE Bakersfield WTP | 111 2749 0487 | Watkins |
| Walton County Courthouse | 111 2749 0495 | Watkins |
| Walton County Chamber of Commerce | 111 2751 1126 | Watkins |
| Wheelabrator Air Pollution | 111 3350 0980 | Watkins |
| Buckeye Fed Credit Union | 111 2749 0370 | Watkins |

| | | |
|--|---------------|---------|
| Holnam | 111 2741 3356 | Watkins |
| Hyperion/City of LA | 111 2720 0084 | DCNA |
| Burbank Lake Unit #1 | 111 2749 0347 | DCNA |
| City of Tallahassee/Feed Water Heaters | 111 3360 4394 | Watkins |
| San Mateo | 111 2751 1209 | NDBI |
| Tenderloin School | 111 3327 6284 | NDBI |
| El Centro Regional Medical Ctr | 111 4173 5644 | NDBI |
| CSP 6/10 Target Shell | 111 1942 3579 | NDBI |
| Victorville Southdown | 111 3346 8196 | Watkins |
| Victorville Southdown | 111 3346 8303 | Watkins |
| Centrifuge Dewatered Bio Solids | 111 1933 3141 | NDBI |
| Eastgate Tech Park | 111 2742 4221 | NDBI |
| Montenay Bay Ash Bldg | 111 2751 1043 | Watkins |
| Del Mar Gardens | 111 2742 4304 | NDBI |
| Yuba City | 111 2749 0586 | DCNA |
| Contra Costa Combined | 111 2249 0420 | DCNA |
| Northside Generating System | 111 4172 8276 | Watkins |

The above list is intended to be comprehensive, but may not be exhaustive. The failure of any surety bond issued by FFIC in connection with any of Debtors' Bonded Obligations to appear on the above list shall not be dispositive of the treatment of such surety bond or bonds under Exhibit C, it being the intent of the parties that this Attachment C-2 will be construed to apply as broadly as possible to all surety bonds that have been written by FFIC for which claims payments or advances have been made by

FFIC after the Debtors' Petition Date with respect to or in connection with any construction contract or obligation of Debtors. As used herein, the term "Bonded Obligation" shall mean any of Debtors' bonded contracts, projects, jobs, agreements, rights, duties or obligations subject to a surety bond, undertaking or the like, issued by FFIC. To the extent that post-petition payments have been made by FFIC on any FFIC bonded job or project of any of the Debtors, which is not otherwise listed here, such bonded job or project shall be deemed to have been included here, as if expressly listed. FFIC expressly reserves its rights of equitable subrogation.

Attachment C-3
FFIC Rights to Affirmative Claims Proceeds

| | | |
|--|---------------|-----------------|
| Bristol Meyers Squibb: WEC v. Jones LG, LLC, v. Bristol Meyers Squibb | 111 2751 1167 | Watkins/ Inland |
| Suwannee Cement Plant Expansion | 111 4173 5743 | Watkins |
| Victorville Cemex, Edward Electric, Davis Electrical | 111 3346 8196 | NDBI |
| Alvarado Water Filtration Plant/City of San Diego/Builders Risk Policy | 111 4165 3516 | NDBI |
| Elsinore WRF expansion/Elsinore Valley Municipal Water District | 111 2742 4320 | NDBI |
| Del Mar Gardens, NDBI v. Del Mar | 111 2742 4304 | NDBI |
| USC Themed Medical Residence, NDBI v. USC | 111 3350 1012 | NDBI |
| Valley Presbyterian Hospital, claim against owner | 111 1950 3230 | NDBI |
| Embassy Suites, Landmark Hotels, NDBI mold claim against CNA | 111 3346 8220 | NDBI |
| Marriott Renaissance Suites, Garden Grove | 111 3346 0881 | NDBI |

The foregoing list is intended to be comprehensive, but may not be exhaustive. It is meant to, and shall include all delay claims, third party claims, contract damages, contract retentions, contract proceeds, progress payments and the like for jobs listed on Attachment C-2 and Attachment C-4 and any other outstanding accounts receivable on contracts, agreements or other FFIC bonded obligations of the Debtors funded by FFIC via claims payment or cash advance for performance and completion. FFIC expressly reserves its rights of equitable subrogation.

Attachment C-4
FFIC Bonded Jobs Funded Pre-Petition

| | |
|---|--------------------------------|
| Bristol Meyers Squibb | 111 2751 1167 |
| Holnam | 111 2741 3356 |
| Suwannee Cement | 111 4173 5743 |
| Victorville Plant Expansion | 111 3346 8196 |
| FSU Basketball Facility | 111 4173 5602 |
| Lexington Park Senior Housing | 111 4172 8284 |
| Leon County School Improvements | 111 3350 1004 |
| Leon County School Improvements | 111 4173 5701 |
| Leon County School Improvements | 111 4173 5750 |
| Leon County School Improvements | 111 2749 0404 |
| Leon County School Improvements | 111 1950 3198 |
| Leon County School Improvements | 111 4172 8375 |
| Leon County School Improvements | 111 4172 8367 |
| Leon County School Improvements | 111 3363 4532 |
| Leon County School Improvements | 111 3363 4524 |
| Leon County School Improvements | 111 1950 3180 |
| Leon County School Improvements | 111 2751 1100 |
| FSU Baseball Renovations | 111 3359 4694 |
| Roberta Kiln 5 and New Substation/Blue Circle | 111 1950 3099 111 1950 3081 |
| DHS Phase II Richmond | 111 3346 8238 |
| Wildhorse Gaming Resort Addition & Remodel | 111 4172 8342 |

| | |
|--|---------------|
| SDSU Aztec Athletic Center | 111 1950 3115 |
| Sharp Hospital Pkg. Structure | 111 2751 1118 |
| Park Laurel | 111 2749 0578 |
| SDSU Cogen | 111 2749 0552 |
| Hubbs Hall At UCSD | 111 2751 1217 |
| El Centro Regional Medical Ctr. | 111 4173 5644 |
| Engineering Labs Rep. | 111 2741 3323 |
| Embassy Suites Hotel Garden Grove | 111 3346 8220 |
| Sprague Hall – UC Irvine | 111 3346 8279 |
| Alvarado Water Filtration Plant | 111 4165 3516 |
| Elsinore WRF Expansion | 111 2742 4320 |
| New Patient Tower Valley Presbyterian Hospital | 111 1950 3230 |
| Santa Monica Comm. Coll. Library | 111 4173 5735 |
| Carraizo Dam | 111 2742 4247 |
| Bakersfield WTP | 111 2749 0487 |
| SFO Rapid Transit | 111 2742 4262 |
| Burbank Lake Unit #1 | 111 2749 0347 |

The above list is intended to be comprehensive, but may not be exhaustive. The failure of any surety bond issued by FFIC in connection with any of Debtors' Bonded Obligations to appear on the above list shall not be dispositive of the treatment of such surety bond or bonds under Exhibit C, it being the intent of the parties that this Attachment C-4 will be construed to apply as broadly as possible to all surety bonds that have been written by FFIC for which claims payments or advances have been

made by FFIC to or for the benefit of Debtors before the Debtors' Petition Date with respect to or in connection with any construction contract or obligation of Debtors. As used herein, the term "Bonded Obligation" shall mean any of Debtors' bonded contracts, projects, jobs, agreements, rights, duties or obligations subject to a surety bond, undertaking or the like, issued by FFIC. To the extent that pre-petition payments have been made by FFIC on any FFIC bonded job or project of any of the Debtors, which is not otherwise listed here, such bonded job or project shall be deemed to have been included here, as if expressly listed. FFIC expressly reserves its rights of equitable subrogation.

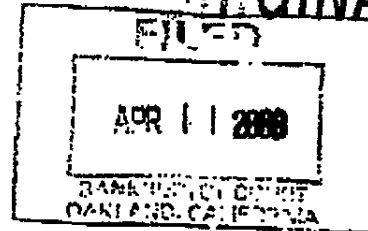
RELEASE LANGUAGE

Upon the Effective Date of the Plan, and in consideration of the various contributions and other consideration that GMAC CF and FFIC are providing to the Liquidation Trust and creditors, the Debtors shall release GMAC CF and FFIC of any and all Claims that could have been brought by the Debtors or their estates relating to any of the pre-petition or post-petition transactions, agreements, loan transactions or the like between the Debtors on one hand and GMAC CF and FFIC on the other, including any Claims relating to any Avoidance Actions that are being transferred to GMAC CF and FFIC as part of the Plan. This release shall be binding upon the Committees, the Liquidating Trustee, and any creditors or other third parties. Nothing contained herein shall release FFIC or its affiliates from any bonds or related obligations in connection with the Debtors' projects. In addition, FFIC releases all administrative claims, if any, that FFIC has obtained by assignments from third parties.

EXHIBIT D

EXHIBIT B

ORIGINAL



1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
 A Limited Liability Partnership
 2 Including Professional Corporations
 MICHAEL H. AHRENS, Cal. Bar No. 44766
 3 TERRENCE V. PONSFORD, Cal. Bar No. 42648
 ORI KATZ, Cal. Bar No. 209561
 4 KYLE MATHEWS, Cal Bar No. 218384
 Four Embarcadero Center, 17th Floor
 5 San Francisco, California 94111-4106
 Telephone: 415-434-9100
 6 Facsimile: 415-434-3947

Attorney: Ponsford (0051)
 File No.: 082R-080633
 File Name: DILLINGHAM
 Clip: Pleadings
 Sent to D/C: 6/12/03
 cc: Ahrens/Ponsford/C.Stuppl/Katz

7 Bankruptcy Reorganization Counsel for Debtors and
 Debtors in Possession

8 UNITED STATES BANKRUPTCY COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 OAKLAND DIVISION
 11

12 In re
 13 DILLINGHAM CONSTRUCTION
 14 HOLDINGS, INC., and related entities,
 15 Debtors.

Bk. No. 03-40516
 Jointly Administered
 Chapter 11

**ORDER AUTHORIZING A CHANGE IN
 DESIGNATION OF DEBTORS'
 RESPONSIBLE INDIVIDUAL**

[No Hearing Required]

Dillingham Construction Holdings, Inc., and its related debtor entities (collectively, the "Debtors"), debtors and debtors in possession in the above-captioned jointly administered chapter 11 bankruptcy cases, having made their *Application for Order Authorizing a Change in Designation of Debtors' Responsible Individual* (the "Application"), and good cause appearing therefor,

IT IS HEREBY ORDERED that:

1. The Application is granted; and
2. Pursuant to Rule 4002-1 of the Bankruptcy Local Rules of the United States District Court for the Northern District of California, Larry Magelitz is hereby designated as the natural person to be responsible for the duties and obligations of the Debtors throughout the remainder of these bankruptcy cases. Mr. Magelitz is the Vice President – Finance and Chief Financial Officer of Dillingham Construction Holdings Inc., and is an officer of each of its related debtor-entities. Mr. Magelitz's address and telephone number are as follows:

Address: 5960 Inglewood Drive
Pleasanton, CA 94588-8535

Telephone Number (925) 463-3300

DATED: March 11, 2003

EDWARD D. ELLEN
UNITED STATES BANKRUPTCY JUDGE