

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
West Palm Beach Division
www.flsb.uscourts.gov

In re:

AMERIGROW RECYCLING – DELRAY,
LIMITED PARTNERSHIP, et al.¹.

Case No. 09-34122-BKC-EPK

Chapter 11
(Jointly Administered)

**FIRST AMENDED DISCLOSURE STATEMENT FOR
DEBTORS' FIRST AMENDED JOINT PLAN OF REORGANIZATION**

Dated: May 12, 2010

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IMPORTANT:

**THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR
UPON YOUR DECISION TO ACCEPT OR REJECT THE PROPOSED PLAN OF
REORGANIZATION. ACCORDINGLY, PLEASE READ THIS DOCUMENT WITH
CARE.**

¹ The jointly administered debtors are: Amerigrow Recycling – Delray, Limited Partnership and its general partner, Amerigrow Recycling Corp

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I. INTRODUCTION

A. Generally.

The Debtors have proposed their First Amended Joint Plan of Reorganization (the "Plan") under Chapter 11 of the United States Bankruptcy Code. A copy of the Plan is attached hereto as Exhibit A. Creditors have the opportunity to vote to accept or reject the Plan. The Plan is summarized in this Disclosure Statement ("Disclosure Statement"). Notwithstanding such summary, holders of Claims and Interests, are urged to refer to the Plan for a full and complete statement of its specific terms, including the treatment proposed to the various Classes of Claims and Interests. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Plan.

This Disclosure Statement is being distributed by the Debtors to those creditors and holders of Interests who are entitled to consider and vote on the Plan as set forth herein. After notice and a hearing, the Bankruptcy Court approved this Disclosure Statement as containing such information as would enable a hypothetical, reasonable investor typical of the holders of Claims and Interests being solicited herein to make an adequately informed judgment in exercising such holder's right to vote either to accept or to reject the Plan. The Bankruptcy Court's approval of this or any other Disclosure Statement does not constitute a determination by the Bankruptcy Court as to the merits of the Plan or whether any creditor or holder of an Interest should vote to accept or reject the Plan. Each holder of a Claim or an Interest should consult with a lawyer and/or other professional advisors in order to obtain specific advice on how the Plan will affect their respective rights.

A separate ballot for use by holders of Claims for indicating acceptance or rejection of the Plan is enclosed with this Disclosure Statement.

THE DEBTORS BELIEVE THAT THE JOINT PLAN OF REORGANIZATION PROPOSED HEREIN IS IN THE BEST INTERESTS OF THEIR CREDITORS AND HOLDERS OF INTERESTS. AS SUCH, THE DEBTORS STRONGLY URGE ALL CREDITORS AND HOLDERS OF INTERESTS TO VOTE IN FAVOR OF THE PLAN BY NO LATER THAN 4:30 P.M., EASTERN TIME, ON _____, WHICH IS THE VOTING DEADLINE SET BY THE BANKRUPTCY COURT.

B. Purpose and Disclaimers.

The purpose of this Disclosure Statement is to set forth information (i) regarding the history of the Debtors, their business and the events that have occurred in this Chapter 11 Case, (ii) concerning the Plan and any alternatives to the Plan, (iii) advising the holders of Claims and Interests of the treatment of their respective Claims and Interests proposed under the Plan, (iv) advising the holders of Claims and Interests of their respective rights under the Plan, and (v) assisting the holders of Claims in making informed judgments regarding whether to accept or reject the Plan. The information in this Disclosure Statement may bear on your decision to vote to accept or reject the Plan. As such, you are urged to read the Disclosure Statement and the Plan carefully and to consult your lawyer and other professional advisors in connection therewith. The contents of the Disclosure Statement should not be construed as legal, business or tax advice from the Debtors or their counsel.

The information contained in this Disclosure Statement (including the Exhibits hereto) concerning the financial condition of the Debtors is based upon financial and other information as of the date hereof. The information in this Disclosure Statement has been obtained from the Debtors, the Debtors' books and records and pleadings and other filings with the Bankruptcy Court, including without limitation, the Debtors' bankruptcy Schedules, proofs of claims filed by creditors, and the monthly financial reports filed by the Debtors during this Chapter 11 Case (the "Monthly Operating Reports"). The Debtors' books and records have not been audited. As such, the Debtors cannot verify the complete accuracy thereof. However, the Debtors are not aware of any material misstatements or omissions in this Disclosure Statement. Any representations made to secure the acceptance or rejection of the Plan which are other than as contained in this Disclosure Statement have not been approved by the Bankruptcy Court. No representations concerning the financial condition of the Debtors or any aspect of the Plan are authorized by the Debtors except as set forth in this Disclosure Statement. If and to the extent that any such representations have been made to any creditor or party in interest, then such representations should be reported to counsel to the Debtors or to the Office of the United States Trustee. Any such representations or inducements made to secure your acceptance or rejection of the Plan which are other than as set forth herein should not be relied upon by you in deciding whether to accept or reject the Plan.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE OF THIS DOCUMENT UNLESS ANOTHER DATE IS SPECIFIED HEREIN AND THE DELIVERY OF THIS DOCUMENT DOES NOT IMPLY THAT THERE HAVE BEEN NO CHANGES IN THE INFORMATION SET FORTH HEREIN SINCE SUCH DATE.

THIS DISCLOSURE STATEMENT IS NOT INTENDED TO REPLACE A CAREFUL AND DETAILED REVIEW OF THE PLAN BY EACH HOLDER OF A CLAIM OR INTEREST. THIS DISCLOSURE STATEMENT IS INTENDED TO AID AND SUPPLEMENT SUCH REVIEW. THIS DISCLOSURE STATEMENT IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PLAN. THE PLAN IS THE OPERATIVE CONTROLLING LEGAL DOCUMENT. AS SUCH, IF THERE IS ANY INCONSISTENCY BETWEEN THE TERMS AND PROVISIONS OF THIS DISCLOSURE STATEMENT AND THE PLAN, THEN THE TERMS AND PROVISIONS OF THE PLAN SHALL CONTROL.

GENOVESE JOBLOVE & BATTISTA, P.A. COMMENCED REPRESENTATION OF THE DEBTORS PRIOR TO THE PETITION DATE AS THEIR BANKRUPTCY COUNSEL AND HAS RELIED UPON INFORMATION PROVIDED BY THE DEBTORS IN CONNECTION WITH THE PREPARATION OF THIS DISCLOSURE STATEMENT.

II. CONFIRMATION HEARING

The Bankruptcy Court has ordered that holders of Claims against the Debtors entitled to vote on the Plan file ballots for the acceptance or rejection of the Plan directly with the Clerk of the Bankruptcy Court **on or before 4:30 p.m., Eastern Standard Time,** . Any ballot not filed by such date will not be counted in connection with confirmation of the Plan unless the Bankruptcy Court orders otherwise. A ballot is enclosed herewith for Classes LP-2, LP-3, LP-4,

LP-5, LP-6, LP-7, LP-8, LP-9, LP-10, LP-11, LP-13, Corp-2, Corp-3 and Corp-4 which Classes are the only Class of Claims or Interests entitled to vote on the Plan. Classes LP-1, LP-12 and Corp-1 are unimpaired and therefore are deemed to have accepted the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Classes LP-14 and Corp-5 are not expected to receive or retain any property under the Plan and therefore such Classes are deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code.

The Bankruptcy Court has scheduled a final hearing on this Disclosure Statement and a Confirmation Hearing for the Plan on _____ at the United States Bankruptcy Court, _____, and has directed that notice of the Confirmation Hearing be given to all creditors of the Debtors as well as parties in interest. At the Confirmation Hearing, it is expected that the Bankruptcy Court will enter an order confirming the Plan (the "Confirmation Order") if the requirements of Section 1129(a) of the Bankruptcy Code have been met, including the receipt of sufficient acceptances of the Plan by the holders of Claims against and Interests in the Debtors or, in the alternative, if the requirements of Section 1129(b) of the Bankruptcy Code have been satisfied.

In addition, Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of the Plan. Any objection to confirmation must be made in writing and filed with the Bankruptcy Court with proof of service and served upon the following persons on or before _____:

Heather L. Harmon, Esq. Genovese Joblove & Battista, P.A. Bank of America Tower 100 S.E. 2 nd Street, 44 th Floor Miami, Florida 33131 hharmon@gjb-law.com	Heidi A. Feinman, Esq. Office of the U.S. Trustee U.S. Trustee's Office 51 S.W. First Avenue, Suite 1204 Miami, FL 33130 Heidi.A.Feinman@usdoj.gov
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Unless an objection to confirmation is timely filed and served, it may not be considered by the Bankruptcy Court.

III. THE DEBTORS

A. Background

1. Corporate Structure.

Amerigrow LP, a New York limited partnership, has two limited partners: Janet Tomlinson, who owns a 37.5% interest in the limited partnership, and Mulchmaker, LLC, which owns a 47.5% interest. The general partner of Amerigrow LP is Amerigrow Corp., a New York corporation, which owns the remaining 15% interest in Amergrow LP.

Mulchmaker, LLC is owned by: (i) BPK Trust (55.78%); (ii) Michael Kearney Roth IRA (17.8%); (iii) Silvia Kearney Roth IRA (14.58%); William Kearney Roth IRA (5%); Paul Kearney Roth IRA (4.29%); and Kathryn Kearney Roth IRA (3.17%).

Amerigrow Corp. is owned 50% by Janet Tomlinson and 50% by Silvia Kearney. Janet Tomlinson is the President and Secretary of Amerigrow Corp., and Silvia Kearney is its Vice-President, Assistant Secretary, and Treasurer.

Amerigrow Corp.'s only material assets, exclusive of any Litigation Claims, are its 15% partnership interest in Amerigrow LP and a Komatsu Model PC300LC-7EO Hydraulic Excavator (the "Komatsu Excavator"). At the time of the Komatsu Excavator's acquisition, Komatsu inadvertently made Amerigrow Corp. the counterparty to the loan agreement, although such equipment is solely used by Amerigrow LP and paid for by Amerigrow LP. Amerigrow Corp. has no independent operations, however, for purposes of this Disclosure Statement, the plural "Debtors" shall be used to describe Amerigrow LP and Amerigrow Corp.'s consolidated operations. Notwithstanding the foregoing, the Debtors are not seeking substantive consolidation in the Plan.

2. Current Business Operations.

The Debtors are a full-service organic-recycling facility, accepting organic landscape debris at their convenient drive-thru Delray Beach store and dumping facility. The Debtors have the largest fleet of high-capacity grapple trucks in South Florida, and offer year-round landscape debris pick-up and disposal services for landscaping companies, golf courses and residential communities.

The Debtors are also a premier manufacturer of various mulch and soil varieties. Using a fully-computerized state-of-the-art European blending system with flow sensors and weight scales for precise blending, the Company's mulch and soil products meet the strict requirements of the Mulch & Soil Council and the Department of Environmental Protection. The Debtors' mulch and soil sales are conducted at their retail location in Delray Beach, and the Debtors also offer mulch delivery and blow-on installation services.

The Debtors' operations are conducted at its Delray Beach, Florida facility, which is located at 10320 West Atlantic Avenue, Delray Beach, Florida 33446. Amerigrow LP owns the Property, which consists of three parcels of land totaling 59.94 acres, located within a special land use and zoning district known as the Agricultural Reserve. Amerigrow LP also leases an additional 5 acres of adjacent land from James Schry. The Debtors operate under a special permit from Palm Beach County to use the Property as a clean wood waste recycling facility. The Property includes several temporary and permanent metal structures containing a total of 8,989 square feet. The most recent appraisal of the Property in the Debtors' possession, which was conducted in September 2006, estimated the value of the Property to be \$10,200,000. The Debtors believe that PNC has obtained additional appraisals since September 2006, although PNC has not revealed the content of those appraisals. If necessary, the Debtors will obtain a new appraisal in connection with confirmation of the Plan. The Proof of Claim filed by PNC (Claim Number 39) lists a value for the Property of \$4,200,000. The Debtors dispute that this is the value of the Property as a going concern, but have used the value of \$4,000,000 in their Liquidation Analysis to represent what the value could be in a fire-sale situation.

The Debtors' tangible personal property includes machinery and equipment, consisting of wheel loaders, skid steer loaders, hydraulic excavators, forklifts, grinders, screening plants, mulch blowers, storage containers, self-dumping hoppers, a computer controlled mixing line, and a number of grapple trucks, trucks, and trailers. The estimated book value of the Debtors' equipment, as listed on the Debtors' schedules, is approximately \$5,300,000. The Debtors estimate that if they were forced to liquidate such equipment, it would recover a maximum of 30% of book value, for a total of \$1,600,000.

The Debtors' personal property also includes its inventory of wood, bulk mulch, bagged mulch, compost, nursery stock, colorant, roll bags, soil bags, shrink wrap and tires. The Debtors' personal property also includes its inventory of soil materials. The cost-basis value of this inventory is approximately \$752,000 as of March 2, 2010. The Debtors estimate that if they were forced to liquidate such inventory, it would recover a maximum of 25% of cost value, or approximately \$188,000. The Debtors' inventory is worth very little in a liquidation scenario because it consists of mostly compost and other organic materials that worth very little in a bulk liquidation scenario.

Amerigrow LP's intangible personal property consists of a number of trademarks, including Premium Red™ Certified Mulch™, Premium Gold™ Certified Mulch™, natural Eco-Mulch™ and Black Magic Eco-Soil™ compost/topsoil. The value of this property is unknown.

Finally, Amerigrow has a number of accounts receivable, which have a face amount estimated as of May 11, 2010 at approximately \$1,110,000.00. The Debtors believe that as a going concern, their accounts receivable are close to 100% collectible. In a liquidation scenario, the Debtors estimate that the value of such accounts receivable decreases to approximately 60% recovery.

3. Capital Structure – Land Loan.

On October 26, 2006, Amerigrow LP executed and delivered to National City Bank (successor by merger to Fidelity Federal Bank & Trust) a Promissory Note in the original principal amount of \$6,600,000.00 (the "National City Term Note") and a Line of Credit Promissory Note in the original principal amount of \$250,000.00 (the "National City Revolving Note") (collectively, the "National City Notes").

The National City Notes are secured by a Mortgage recorded in Official Records Book 21028, Page 1064 of the Public Records of Palm Beach County, Florida (the "National City Mortgage"), encumbering the Real Property.

The National City Notes are further secured by an Assignment of Rents, recorded in Official Records Book 21028, Page 1074 (the "National City Assignment") and UCC-1 Financing Statements recorded in Official Records Book 21028, Page 1081 and in Official Records Book 21028, Page 1086 (the "National City Financing Statements").

On or about September 12, 2007, Amerigrow LP executed in favor of National City a Consolidated Promissory Note in the principal sum of \$500,000.00 (the "National City Consolidated Note"), which is secured by the National City Mortgage, the National City Assignment, and the National City Financing Statements. The National City Consolidated Note consolidates and replaces

the obligations evidenced under the National City Revolving Note with future advance funding in the amount of \$250,000.00. In connection with the National City Consolidated Note, Amerigrow LP executed a Mortgage Modification and Notice of Future Advance Agreement, which was recorded in Official Records Book 22116, Page 1430 on September 17, 2007.

The obligations evidenced by the National City Revolving Note have been satisfied, and no amounts remain due and owing thereunder. Accordingly, the only remaining obligations from the Debtors to National City is the National City Term Note, secured by the Property.

The outstanding indebtedness owed by Amerigrow LP to PNC Bank, as successor in interest to National City by virtue of the above-specified loan documents is approximately \$6,880,957.85, inclusive of accrued but unpaid interest from February 1, 2009 to the Petition Date, attorneys fees and other charges (See Claim Number 39).

The Debtors filed their Joint Plan of Reorganization on March 2, 2010 [D.E. #140]. Subsequently, the Debtors and PNC Bank, as successor to National City Bank, entered into extensive negotiations regarding PNC Bank's plan treatment. The result of those negotiations is reflected in the New PNC Loan Documents attached as Exhibits A, B, C, and D to the Plan. The Debtors believe that the proposed treatment of PNC under this Amended Plan reflects a deal that is fair and equitable to PNC Bank and the Debtors' other creditors and will allow the Debtors to emerge from Chapter 11 without having a contested confirmation process, while preserving enterprise value and allowing general unsecured creditors to realize 100% recovery on their claims.

4. Capital Structure – Line of Credit.

On August 12, 2008, Amerigrow LP executed a Loan Agreement, Promissory Note, and Security Agreement in favor of Fifth Third Bank ("Fifth Third") evidencing and securing a loan in the original principal amount of \$1,000,000.00 (the "Fifth Third Loan"), all of which remains presently due and owing. In connection with the Fifth Third Loan, Amerigrow LP granted Fifth Third a lien on and security interest in its personal property as the collateral for the Fifth Third Loan.

On August 28, 2008, Fifth Third Bank filed a UCC-1 Financing Statement in the Florida Secured Transaction Registry, perfecting its security interest in Amerigrow LP's personal property in connection with the Fifth Third Loan.

5. Capital Structure – Equipment Loans.

In the course of their business, the Debtors have financed the acquisition of certain machinery, equipment, and vehicles through various installment loans acquired from various lenders, which loans are secured by liens on certain specified items of personal property (collectively, the "Equipment Loans"). A complete list of the Equipment Loans as of the Petition Date (together with the Debtors' other secured obligations) is attached hereto as Exhibit B.

6. Management and Consulting Agreements.

Amerigrow LP is a party to two Management Consulting Agreements (the "Management Agreements"), with: (i) Floragem Investments Corp., whose President is Charles W. Tomlinson, III; and (ii) M & S Fin. Corp., whose President is Michael G. Kearney (collectively, the "Consultants").

Pursuant to each Management Agreement, the Consultants review the ordinary and usual business affairs of the Debtors pertaining to the operation, maintenance and management of the various aspects of the Debtors' business, interact with the officers and employees of the Debtors and provide, on a regular basis, observations and make such recommendations as are appropriate and necessary in respect of the Debtors' business operations.

Under their respective Management Agreements, in consideration of the management and consulting services rendered, Floragem is entitled to receive a consulting fee equal to 2.35% of the Company's Gross Revenues, and M & S Fin. Corp. is entitled to receive a consulting fee equal to 1.65% of the Company's gross revenues.

Charles Tomlinson and Michael Kearney, the persons in control of the Consultants, are relatives of Janet Tomlinson and Silvia Kearney, respectively, who are each a person in control of the Debtors, and are therefore "insiders" of the Debtors as such term is defined in Section 101 of the Bankruptcy Code. However, the compensation paid to the Consultants pursuant to the Management Agreements is commensurate with or less than the fair market-value of the services provided to the Debtors thereunder.

As of the Effective Date, the Management Agreements with the Debtors will be rejected and new Management Agreements, substantially in the form of the prior Management Agreement will be entered into between the Reorganized Debtors and each of Floragem and M & S Fin. The primary purpose of the rejection of the old agreements and entering into the new agreements is to eliminate the need for the Debtors to cure the outstanding amounts due under the Management Agreements as of the Effective Date. Floragem and M & S Fin waive any rejection damage claims associated with the rejected of such Management Agreements.

B. Events Leading to Chapter 11 Case.

As a result of the downturn in the commercial and residential construction and property improvement sectors leading up to and following the collapse of the credit markets in fall 2008, coupled with an increased cost of fuel, raw materials, and other items essential to the Debtors' business, the Company experienced liquidity issues in respect of its cash-flow, which in turn compromised their ability to meet certain payment and borrowing base obligations under the National City Loan and under certain of its Equipment Loans.

On June 19, 2009, National City initiated a foreclosure action against the Property owned by the Company in Palm Beach County Circuit Court. During the pendency of the foreclosure proceedings, the Company believes it engaged in good faith settlement negotiations with National City, but National City did not accept any of the Debtors' settlement offers.

As a result, and despite the Debtors' diligent efforts to consensually restructure their credit obligations outside the protections of the Bankruptcy Code, the Debtors each filed their petitions for relief under Chapter 11 of the Bankruptcy Code on November 2, 2009. The purpose of these bankruptcy filings is to ensure the continued survival of the Debtors' business and operations pending a restructuring of their secured debt.

C. The Chapter 11 Case.

1. Commencement of the Chapter 11 Case.

On November 2, 2009 (the "Petition Date"), the Debtors filed a voluntary petition in this Court for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"). Since that time, the Debtors operated as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. This Chapter 11 Case is pending before the Honorable Erik P. Kimball, Judge for the United States Bankruptcy Court for the Southern District of Florida, located in West Palm Beach, Florida.

2. First Day Orders.

On November 2, 2009, in connection with its voluntary petition, the Debtors filed 8 first day motions seeking approval of so-called "first day orders" from the Bankruptcy Court. The first day orders were sought in order to facilitate the transition between the Debtors' pre-petition and post petition business operations by authorizing the Debtors to continue certain regular business practices that may not be specifically authorized under the Bankruptcy Code, or for which the Bankruptcy Code requires prior court approval. Each of the first day motions was supported by an Affidavit of Janet Tomlinson, the President of Amerigrow Corp., the general partner of Amerigrow LP, holder of 37.5% of the partnership interests in Amerigrow LP and holder of 50% of the equity interests in Amerigrow Corp. Among the first day motions, the Debtors filed applications to retain their bankruptcy counsel, Genovese, Joblove & Battista, P.A. ("GJB"). The Debtors subsequently sought to retain: (i) the accounting firm of Lexow, Johnson, Koffler & Adorno, LLC ("Lexow") as Accountants and Financial Advisors to the Debtors; (ii) Blaxberg, Grayson & Kukoff, P.A. ("Blaxberg") as Special Corporate Counsel to the Debtors; and (iii) Perry & Taylor, P.A. ("Perry") as Special Governmental Affairs Counsel. The Bankruptcy Court entered Final Orders approving the retention of GJB, Lexow, Blaxberg and Perry on December 17, 2009, November 24, 2009, December 17, 2009 and December 7, 2009, respectively.

As one of its first day motions, as more particularly described below, the Debtors filed its emergency motion for (A) the entry and approval of a certain Interim Order Concerning Use of Cash Collateral and Adequate, pursuant to Sections 105 and 363 of the Bankruptcy Code and Rules 2002 and 4001 of the Federal Rules of Bankruptcy Procedure, (1) authorizing the Debtors' use of cash collateral on an interim basis, (2) setting a final hearing on the use of cash collateral and (3) providing adequate protection in connection therewith (the "Cash Collateral Motion"). The Bankruptcy Court entered the following Final Orders regarding the Cash Collateral Motion: Interim Order (1) Authorizing The Debtors To Use Cash Collateral, (2) Granting Adequate Protection, (3) Setting Further Hearing dated November 5, 2009 [D.E. #37]; the Agreed Interim Order (1) Authorizing The Debtors To Use Cash Collateral, (2) Granting Adequate Protection, (3) Setting Further Hearing dated December 7, 2009 [D.E. #76], the Agreed Interim Order (1) Authorizing The Debtors To Use Cash Collateral, (2) Granting Adequate Protection, (3) Setting Further Hearing dated January 15, 2010 [D.E. #115], and the Final Order (1) Authorizing The Debtors To Use Cash Collateral, (2) Granting Adequate Protection, (3) Setting Further Hearing dated February 12, 2010 [D.E. #130] (collectively, the "Cash Collateral Orders").

The Debtors also filed, and the Bankruptcy Court approved, the following additional first day motions: (i) motion to pay the Debtors' pre-petition payroll and authorizing the maintenance of employee benefit programs, (ii) motion to prohibit utilities from discontinuing services post-petition; (iii) motion to continue cash management system and permit use of pre-petition bank accounts (iv) motion for extension of time to file schedules and statement of financial affairs; and (v) motion for joint administration. Each of the first day motions were granted by the Bankruptcy Court.

3. Appointment of Official Committee of Unsecured Creditors.

On December 2, 2009, the Office of the United States Trustee appointed an official committee of unsecured creditors in this Chapter 11 case (the "Committee"), which Committee is comprised of Amerimulch Dispersions, LLC, Land and Sea Petroleum Holdings and LaMousse Acadienne. The Debtors have cooperated and worked with the Committee since its formation concerning all material aspects of this Chapter 11 Case. The Debtors have kept the Committee informed about their operations and have sought the concurrence of the Committee for, among other things, actions and transactions taken outside of the ordinary course of the Debtors' business.

The Committee the law firm of Shapiro, Blasi, Wasserman & Gora, P.A. as its counsel in this Chapter 11 Case. On January 13, 2010, the Bankruptcy Court entered an order approving the employment of Shapiro, Blasi, Wasserman & Gora, P.A.

4. Payment of Critical Vendor.

On November 11, 2009, the Debtors filed an Emergency Motion for Payment of Pre-Petition Claim of Manuel Cordero Truck Corp. ("Cordero") as Critical Vendor. As of the Petition Date, Cordero had a claim in the amount of \$46,535. Cordero provides shipping services and wood products to the Debtors to use in the ordinary course of their business. Cordero refused to continue to provide goods and services to the Debtors unless arrangements were immediately made to pay the balance due to Cordero. An interruption in the supply of goods and services to the Debtors from Cordero would have been detrimental to the Debtors' Estates, as the Debtors would have been prevented from obtaining wood supply at a cost that would make selling its mulch profitably. The Bankruptcy Court held a hearing on the Critical Vendor Motion on November 17, 2009. On November 20, 2009, the Bankruptcy Court granted the Motion and approved the arrangement reached between the Debtors and Cordero to pay Cordero 12 equal monthly payments in the amount of \$3,877.92 each [D.E. #56] (the "Critical Vendor Order"). The Debtors have made payments to Cordero throughout the pendency of the Chapter 11 case and will continue to pay such monthly installments per the terms of the Order until the amount is paid to Cordero in full. The estimated amount remaining to pay to Cordero as of the Effective Date is \$23,268 as reflected in the Projections attached hereto.

5. Reclamation Demand of Amerimulch.

Pursuant to 11 U.S.C. § 546(c)(1), valid reclamation claims may be afforded administrative priority as set forth in Section 503(b) of the Bankruptcy Code. On November 20, 2009, Amerimulch Dispersions, LLC ("Amerimulch") made a timely request for a reclamation claim relating to certain goods shipped to the Debtors within the forty five (45) days preceding the Petition Date. Amerimulch has not yet filed a Motion for Administrative Expense to allow its reclamation claim,

but expect that Amerimulch will file one prior to the Administrative Claims Bar Date. The Debtors propose to resolve such Administrative Claim as more specifically set forth below.

6. Sale of Scrap Equipment.

On January 8, 2010, the Debtors filed 2 Motions seeking to sell various pieces of scrap equipment subject to a lien of Fifth Third Bank. Specifically, the Debtors sought to sell: (i) a 1992 Peterbuilt Truck, 1987 Michigan L90 Loader and 1991 Volvo L120 Loader to Ramon Rodriguez for \$6,000 [D.E. #105]; and (ii) a 1995 John Deere 892 E-HL excavator to Venecar Import and Export, Inc. for \$10,000 [D.E. #106]. On February 8, 2010, the Bankruptcy Court approved such sales of scrap equipment. Pursuant to the Committee's request, the proceeds of such sales are being held in escrow until the Committee completes its analysis of Fifth Third Bank's liens pursuant to the Cash Collateral Orders.

7. Motions for Relief from Stay.

The following Motions for Relief from Stay have been filed in this Chapter 11 Case by various equipment lenders: (i) Motion for Relief from Stay Filed by Creditor Wells Fargo Equipment Finance, Inc. ("Wells Fargo") dated December 21, 2009 [D.E. #97]; (ii) Motion for Relief from Stay Filed by Creditor Alter Moneta Corporation ("Alter Moneta") dated December 29, 2009 [D.E. #101]; (iii) Motion for Relief from Stay Filed by Colonial Pacific Leasing Corporation ("Colonial Pacific"), or in the Alternative, for Adequate Protection dated January 26, 2010 [D.E. #119]; (iv) Motion for Relief from Stay filed by Creditor General Electric Capital Corporation ("GECC") dated February 9, 2010 [D.E. #129] (collectively, the "Stay Relief Motions").

The Debtors have resolved each of the Stay Relief Motions. The Debtors propose to restructure each of the Secured Claims of Wells Fargo, Alter Moneta, Colonial Pacific and GECC as set forth in Classes LP-4, LP-5, LP-6 and LP-7, as more specifically set forth below.

8. Ongoing Litigation.

The Debtors have certain Litigation Claims against Palm Beach County related to their efforts to expose competitors engaged in illegal "tipping" operations, which negatively impact the Debtors' operations to the extent of approximately \$3,500 per day. Perry, the Debtors' court-approved governmental affairs counsel, currently assists the Debtors to effectively and efficiently deal with their local regulatory issues and preserve the maximum viability of their operations. The Debtors intend to continue challenge their competitors' illegal activities after the Effective Date.

The Debtors also have pending collection litigation against WG Mills, Inc. South for an unpaid account in the approximately amount of \$35,000. The Debtors intend to continue such litigation after the Effective Date.

IV. VOTING PROCEDURES AND REQUIREMENTS OF CONFIRMATION.

A. Creditors and Interest Holders Entitled to Vote.

Except as provided below, any holder of a Claim whose Claim is impaired under the Plan is entitled to vote if either (i) its Claim has been scheduled by the Debtors and such Claim is not

scheduled as disputed, contingent or unliquidated, or (ii) such holder of a Claim has filed a proof of claim or interest on or before the Bar Date. A holder of a disputed, unliquidated or contingent Claim, or the holder of a Claim that has been objected to, is not entitled to vote on the Plan unless such Claim has been allowed prior to the balloting deadline by the Bankruptcy Court after notice and a hearing, or the Bankruptcy Court estimates such Claim for voting purposes prior to the balloting deadline. In addition, a vote may be disregarded if the Bankruptcy Court determines that the acceptance or rejection of the Plan by a creditor was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code. The holders of Claims in Classes LP-1, LP-12 and Corp-1 are unimpaired and therefore deemed to have accepted the Plan pursuant to Section 1126(f) of the Bankruptcy Code.

B. Definition of Impairment.

Under Section 1124 of the Bankruptcy Code, a class of Claims or Interests is impaired under a plan unless, with respect to each claim or interest of such class, the plan:

- (1) leaves unaltered the legal, equitable, and contractual rights to which such claim or interest entitles the holder of such claim or interest; or
- (2) notwithstanding any contractual provision or applicable law that entitles the holder of such claim or interest to demand or receive accelerated payment of such claim or interest after the occurrence of a default:
 - (A) cures any such default that occurred before or after the commencement of the case under this title, other than a default of a kind specified in Section 365(b)(2) of the Bankruptcy Code or of a kind that Section 365(b)(2) expressly does not require to be cured;
 - (B) reinstates the maturity of such claim or interest as such maturity existed before such default;
 - (C) compensates the holder of such claim or interest for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law;
 - (D) if such claim or such interest arises from any failure to perform a nonmonetary obligation, other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A), compensates the holder of such claim or such interest (other than the debtor or an insider) for any actual pecuniary loss incurred by such holder as a result of such failure; and
 - (E) does not otherwise alter the legal, equitable, or contractual rights to which such claim or interest entitles the holder of such claim or interest.

C. Votes Required for Class Acceptance.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan of reorganization or liquidation by a class of claims as the acceptance by holders of at least two-thirds in amount and more than one-half in number of the allowed claims of the class actually voting to accept or reject the proposed plan. Section 1126(d) of the Bankruptcy Code defines acceptance of a plan of reorganization or liquidation by a class of interest holders as the acceptance by holders of at least two-thirds in amount of the allowed interests of the class actually voting to accept or reject the proposed plan.

D. Information on Voting Ballots.

Ballots are being forwarded to the holders of Claims in all Classes under this Plan with the exception of Classes LP-1, LP-12, LP-14, Corp-1 and Corp-5. Classes LP-1, LP-12 and Corp-1 are unimpaired and therefore are deemed to have accepted the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Classes LP-14 and Corp-5 are impaired under the Plan, but since the holders Interests in such Class are not expected to retain or receive any property in connection therewith, Classes LP-14 and Corp-5 are deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code.

V. CONFIRMATION OF THE PLAN

The Bankruptcy Code establishes certain procedural and substantive requirements for confirmation of a plan of reorganization or liquidation. In addition, the Bankruptcy Code provides a mechanism which enables the proponents of a plan of reorganization or liquidation to confirm such a plan, notwithstanding rejection thereof by a class of creditors or interest holders.

A. Confirmation Hearing.

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a hearing on confirmation of the Plan, which hearing may be adjourned by order of the Bankruptcy Court (the "Confirmation Hearing"). The Bankruptcy Court has set the Confirmation Hearing for _____ . Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of the Plan. Any objection to confirmation must be made in writing and filed with the Bankruptcy Court with proof of service and served upon the following persons on or before _____:

Heather L. Harmon, Esq.
Genovese Joblove & Battista, P.A.
Bank of America Tower
100 S.E. 2nd Street, 44th Floor
Miami, Florida 33131
hharmon@gjb-law.com

Heidi A. Feinman, Esq.
Office of the U.S. Trustee
U.S. Trustee's Office

51 S.W. First Avenue, Suite 1204
Miami, FL 33130
Heidi.A.Feinman@usdoj.gov

Unless an objection to confirmation is timely filed and served, it may not be considered by the Bankruptcy Court.

B. Requirements for Confirmation of the Plan.

Section 1129 of the Bankruptcy Code sets forth the substantive requirements for confirmation of a plan of reorganization. At the Confirmation Hearing, the Bankruptcy Court will determine whether the requirements of Section 1129 have been satisfied, in which event the Bankruptcy Court will enter an order confirming the Plan. The relevant requirements of Section 1129 of the Bankruptcy Code include:

- (1) The plan complies with the applicable provisions of the Bankruptcy Code.
- (2) The proponent of the plan has complied with the applicable provisions of the Bankruptcy Code.
- (3) The plan has been proposed in good faith and not by any means forbidden by law.
- (4) Any payment made or promised by a debtor or by a person issuing securities or acquiring property under the plan, for services or for costs and expenses in, or in connection with the case, or in connection with the plan and incident to the case, has been disclosed to the court, and any such payment made before the confirmation of the plan is reasonable, or if such payment is to be fixed after confirmation of the plan, such payment is subject to the approval of the court as reasonable.
- (5) The proponent of the plan has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the plan, as a director, officer, or voting trustee of a debtor, an affiliate of a debtor participating in a joint plan with a debtor, or a successor to the debtor under the plan, and the appointment to, or continuance in, such office of such individual is consistent with the interests of creditors and equity security holders and with public policy, and the proponent of the plan has disclosed the identity of any insider that will be employed or retained by a reorganized debtor and has disclosed the nature of any compensation for such insider.
- (6) With respect to each class of impaired claims or interests --
 - (A) either each holder of a claim or interest of such class has accepted the plan or will receive or retain under the plan on account of such claim or interest, property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the debtor was liquidated on such date under chapter 7 of the Bankruptcy Code; or

- (B) if Section 1111(b)(2) of the Bankruptcy Code applies to the claim of such class, each holder of a claim of such class will receive or retain under the plan on account of such claim property of a value, as of the effective date of the plan, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claim.
- (7) Each class of claims or interests has either accepted the plan or is not impaired under the plan, or the requirements of Section 1129(b) are satisfied.
- (8) Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim:
 - (A) The plan provides that administration expenses and gap period claims will be paid in full on the effective date;
 - (B) Priority claims (other than gap period claims and tax claims) will receive, if such class has accepted the plan, deferred cash payments of a value equal to the allowed amount of such claim or, if such class has rejected the plan, payment in full on the effective date of the plan;
 - (C) The plan provides that allowed unsecured claims of governmental units for certain kinds of taxes will receive on account of such claim regular installment payments in cash:
 - (i) of a total value, as of the effective date of the plan, equal to the allowed amount of such claim;
 - (ii) over a period ending not later than 5 years after the date of the order for relief under section 301, 302 or 303 of the Bankruptcy Code; and
 - (iii) in a manner not less favorable than the most favored nonpriority unsecured claim provided for by the plan (other than cash payments made to a class of creditors under section 1122(b); and
 - (D) The plan provides that holders of secured claims which would otherwise meet the description of an unsecured claim of a governmental unit under section 507(a)(8), but for the secured status of that claim, will receive on account of that claim, cash payments, in the same manner and over the same period, as prescribed in 11 U.S.C. § 1129(a)(9)(C).
- (9) If a class of claims is impaired under the plan, at least one class of impaired claims has accepted the plan, determined without including any acceptance of the plan by any insider holding a claim of such class.
- (10) Confirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan.

- (11) All fees payable under Section 1930 of title 28, United States Code, as determined by the Bankruptcy Court at the hearing on confirmation of the plan, have been paid or the plan provides for the payment of all such fees on the effective date of the plan.
- (12) All transfers of property of a plan shall be made in accordance with any applicable provisions of non-bankruptcy law that govern the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust.

The Debtors believe that the Plan satisfies all the statutory requirements of chapter 11 of the Bankruptcy Code, and that the Debtors have complied, or will have complied, with all of the requirements of chapter 11, including Section 1129.

C. Cramdown.

The Bankruptcy Code provides for confirmation of a plan even if it is not accepted by all impaired classes of claims if at least one impaired class has voted to accept the plan and certain other conditions are satisfied. These so-called “cramdown” provisions for confirmation are set forth in Section 1129(b) of the Bankruptcy Code. If any impaired class of claims does not accept the Plan, the Bankruptcy Court may still confirm the Plan at the request of the Debtors if, as to each impaired class which has not accepted the Plan, the Plan does not “discriminate unfairly” and is “fair and equitable.” The phrase “fair and equitable” has different meanings for secured and unsecured claims and classes of interests. Because one or more Classes of Impaired Claims under the Plan will be deemed to have rejected the Plan, the Debtors reserve the right to request the Bankruptcy Court to determine at Confirmation whether the Plan is fair and equitable and does not discriminate unfairly against any rejecting Impaired Class of Claims or Interests so as to allow Confirmation despite the vote to reject the Plan. The Debtors also reserve the right to amend the Plan at that time and in such a manner as to permit Confirmation over the vote of the rejecting Impaired Class.

VII. SUMMARY OF THE PLAN

A. Introduction.

Set forth below is a summary of the Plan, which is qualified in its entirety by reference to the complete text of the Plan. ALL CREDITORS AND OTHER PARTIES IN INTEREST ARE URGED TO READ AND REVIEW THE TEXT OF THE PLAN ITSELF PRIOR TO VOTING ON WHETHER TO ACCEPT OR REJECT THE PLAN.

This summary is intended merely to provide a perspective on the means for execution and implementation of the Plan and the treatment provided to the various Classes of Claims and Interests.

B. Classifications of Claims and Interests.

For purposes of this Plan, the Classes of Claims and Interests for Amerigrow LP shall be classified as follows:

- a. Class LP-1: Allowed Priority Claims.

- b. Class LP-2: Allowed Secured Claim of PNC.
- c. Class LP-3: Allowed Secured Claim of Fifth Third Bank.
- d. Class LP-4: Allowed Secured Claims of Wells Fargo.
- e. Class LP-5: Allowed Secured Claims of Alter Moneta.
- f. Class LP-6: Allowed Secured Claims of Colonial Pacific.
- g. Class LP-7: Allowed Secured Claims of GECC.
- h. Class LP-8: Allowed Secured Claims of Turner.
- i. Class LP-9: Allowed Secured Claims of Ford Motor Credit.
- j. Class LP-10: Allowed Secured Claims of Kubota.
- k. Class LP-11: Allowed Other Secured Claims.
- l. Class LP-12: Allowed Convenience Claims.
- m. Class LP-13: Allowed Unsecured Claims.
- n. Class LP-14: Allowed Interests.

Classes LP-2, LP-3, LP-4, LP-5, LP-6, LP-7, LP-8, LP-9, LP-10, LP-11, LP-13 and LP-14 are Impaired under the Plan. Classes LP-1 and LP-12 are not Impaired under the Plan. As such, Classes LP-1 and LP-12 are deemed to have accepted the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Class LP-14 is not expected to receive or retain any property under the Plan and therefore is deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code.

For purposes of this Plan, the Classes of Claims and Interests of Amerigrow Corp. shall be classified as follows:

- a. Class Corp-1: Allowed Priority Claims.
- b. Class Corp-2: Allowed Secured Claim of Komatsu.
- c. Class Corp-3: Allowed Unsecured Claims.
- d. Class Corp-4: Allowed Other Secured Claims
- e. Class Corp-5: Allowed Interests.

Classes Corp-2, Corp-3, Corp-4 and Corp-5 are Impaired under the Plan. Class Corp-1 is not Impaired under the Plan. As such, Class Corp-1 is deemed to have accepted the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Class Corp-5 is not expected to receive or retain any

property under the Plan and therefore is deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code.

C. Treatment of Unclassified Claims.

In addition, the Plan provides for the treatment of unclassified Claims for Allowed Administrative Claims, Allowed Priority Tax Claims and fees due the Office of the United States Trustee. Specifically, the Plan provides that the unclassified Claims shall be treated as follows:

Administrative Claims. The holders of Allowed Administrative Claims against the Estates (with the exception of the Professionals employed pursuant to Sections 327, 503(b)(3) and (4) and 1102 of the Code, who will be paid 100% of the amount allowed of such Administrative Claims by the Bankruptcy Court upon application to the Bankruptcy Court prior to the bar date for filing such applications and entry of an order(s) thereon) shall be paid 100% of their Allowed Administrative Claims in Cash, unless otherwise ordered by the Bankruptcy Court, upon the earlier to occur of: (i) the later of the Effective Date or the date of a Final Order allowing such Administrative Claim; (ii) for Allowed Administrative Claims that represent liabilities incurred by the Debtors in the ordinary course of business during this Chapter 11 Case, the date on which each such Claim becomes due in the ordinary course of the Debtors' business and in accordance with the terms and conditions of any agreement relating thereto; or (iii) upon such other dates and terms as may be agreed upon by the holder of any such Allowed Administrative Claim and the Debtors or the Reorganized Debtors.

Pursuant to the Cash Collateral Order, all non-professional Administrative Claims set forth in the Budget attached to the Cash Collateral Order will be paid in the ordinary course of business from Fifth Third's Cash Collateral, as defined in the Cash Collateral Motion. To the best of the Debtors' knowledge, all non-professional Administrative Claims, to the extent incurred, have been paid in a timely manner and shall continue to be paid from Cash in the Estates.

With respect to Administrative Claims for professional fees and expenses, there are presently five (5) professionals involved in this case who are seeking approval by the Bankruptcy Court, namely; (i) Genovese Joblove & Battista, P.A., general bankruptcy counsel to the Debtors; (ii) the accounting firm of Lexow, Johnson, Koffler & Adorno, LLC ("Lexow") as Accountants and Financial Advisors to the Debtors; (iii) Blaxberg, Grayson & Kukoff, P.A. ("Blaxberg") as Special Corporate Counsel to the Debtors; (iv) Perry & Taylor, P.A. ("Perry") as Special Governmental Affairs Counsel to the Debtors; and (v) Shapiro, Blasi, Wasserman & Gora, P.A., counsel to the Committee.

On October 15, 2009, GJB received an amount equal to \$50,000 from the Debtors, which was deposited into the trust account of GJB (the "Retainer"). As of the Petition Date, GJB had applied the Retainer to the payment of total fees through the Petition Date in the amount of \$39,812.50 and expenses in the amount of \$343.95 plus the filing fees of \$2,078.00. Such fees and expenses were incurred (i) in contemplation of the filing of these chapter 11 cases, and (iii) in respect of the preparation of these chapter 11 cases. As a result, as of the Petition Date, GJB had an amount equal to \$7,765.55 remaining as a Retainer to be used in connection with the prosecution of these chapter 11 cases. GJB has applied the Retainer to monthly invoices pursuant to the Interim Fee Order.

Lexow, Blaxberg and Perry did not have retainers as of the Petition Date.

Pursuant to the Bankruptcy Court's December 17, 2009 Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals [D.E. #95] (the "Interim Fee Order"), each of the Debtors' Professionals, the Committee's Professionals and Fifth Third Bank's Professionals have been paid on an interim basis pursuant to the Interim Fee Order. On the Effective Date, the Debtors will be required to pay holdbacks of the various Professionals plus any accrued fees and expenses pending as of the Effective Date not yet paid under the Interim Fee Order. The Debtors estimate that the total Administrative Expenses payable as of the Effective Date may be \$100,000 for all Professionals. There will be sufficient Available Cash on the Effective Date to pay these Administrative Claims in full. In the event of a contested confirmation, the Debtors estimate that this amount may higher depending on the circumstances.

As described in more detail above, the Debtors have reached an agreement for the repayment of the Administrative Claim of Cordero. The balance of Cordero's Administrative Claim will be approximately \$23,268.00 as of the Petition Date. The Debtors propose for the Reorganized Debtors to continue to pay until their obligations under the Critical Vendor Order are satisfied in full.

Pursuant to 11 U.S.C. §503(b)(9), Land & Sea Petroleum has asserted an Administrative Claim in the amount of \$20,296.22, which the Debtors will pay in full from Available Cash on the Effective Date.

Pursuant to 11 U.S.C. § 546(c)(1), valid reclamation claims may be afforded administrative priority as set forth in Section 503(b) of the Bankruptcy Code. On November 20, 2009, Amerimulch Dispersions, LLC ("Amerimulch") made a timely request for a reclamation claim relating to certain goods shipped to the Debtors within the forty five (45) days preceding the Petition Date. Amerimulch has not yet filed a Motion for Administrative Expense to allow its reclamation claim, but expect that Amerimulch will file one prior to the Administrative Claims Bar Date. The Debtors propose to resolve such Administrative Claim as follows: Amerimulch shall receive 36 monthly payments equal to \$2,375 (principal amount of \$63,895, plus interest of 4%) in full satisfaction of its Allowed Administrative Claim.

Priority Tax Claims. Each holder of an Allowed Priority Tax Claim under Section 507(a)(8) of the Code shall be paid 100% of such Allowed Priority Tax Claim in Cash on the later to occur of: (i) the Effective Date; (ii) the date such Allowed Priority Tax Claim is allowed by a Final Order of the Bankruptcy Court, or (iii) such other dates and upon such other terms as determined by the Bankruptcy Court or agreed to by the Debtors or the Reorganized Debtors (as the case may be) and the holder of such Allowed Priority Tax Claim.

Based upon the Schedules and the proofs of claims filed to date in this Chapter 11 Case, the Debtors estimate that there are de minimis Priority Tax Claims against the Estates. The Debtors are current on their property tax obligations with the Palm Beach County Tax Collector and Plan to make any required payments for 2009 tax obligations in ordinary course of business prior to the Effective Date. More specifically, the Debtors submit that Proof of Claim Numbers 24, 25, 27 and 28 filed by the Palm Beach County Tax Collector will have been satisfied in the ordinary course of business prior to the Effective Date.

United States Trustee's Fee. The Debtors shall pay the U.S. Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) on the Effective Date, and simultaneously provide to the U.S. Trustee an appropriate affidavit indicating Cash disbursements for all relevant periods; notwithstanding anything contained in the Plan to the contrary, the Reorganized Debtors shall further pay the U.S. Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) for post-confirmation periods within the time periods set forth in 28 U.S.C. §1930(a)(6) until the earlier of the closing of this case by the issuance of a Final Decree by the Bankruptcy Court, or upon entry of an order of this Bankruptcy Court dismissing the case, or converting this case to another chapter under the United States Bankruptcy Code, and the Reorganized Debtors shall provide to the U.S. Trustee, upon the payment of each post-confirmation payment, a quarterly report and appropriate affidavit indicating income and disbursements for the relevant periods. To date, the Debtors has paid all fees due and owing to the Office of the United States Trustee, and the Debtors or Reorganized Debtors, as applicable, anticipates paying all such fees through confirmation of the Plan and thereafter as provided herein.

D. Treatment of Classified Claims.

The Classes of Claims and Interests under the Plan shall be classified as follows:

Class LP-1. Allowed Priority Claims. Each Allowed Priority Claim shall be paid in full on the later of: (i) the Effective Date; or (ii) the date of a Final Order allowing such Priority Claim.

The Debtors are not currently aware of any class LP-1 Allowed Priority Claims.

Class LP-1 is Unimpaired.

Class LP-2. Allowed Secured Claim of PNC. The Allowed Class LP-2 Secured Claim of PNC, in the amount of \$6,584,008.15 together with per diem interest of \$1,162.20 from April 30, 2010 until the Effective Date shall be paid in full over six (6) years after the Effective Date, with interest, in accordance with the terms of the Amended, Consolidated, Renewed and Restated Term Note and the Amended and Restated Mortgage and Security Agreement attached to the Plan as Exhibits "A" and "B" and incorporated herein. Until the Allowed Class LP-2 Secured Claim is paid in full, PNC shall retain its perfected first priority lien and security interest in and to the real and other property described in the Amended and Restated Mortgage and Security Agreement. In addition, until the Allowed Class LP-2 Secured Claim is paid in full, all amounts due to PNC by Amerigrow LP shall be fully and unconditionally guaranteed by the reorganized Amerigrow Recycling Corp., Mulch Maker, LLC, Janet Tomlinson, Silvia Kearney and Michael Kearney (collectively, the "Guarantors") in accordance with the Ratification and Consent of Guaranty(s) attached hereto as Composite Exhibit "C" and incorporated herein. Amerigrow LP and Guarantors shall also execute and deliver to PNC the letter agreement providing for the dismissal, without prejudice, of the foreclosure action currently pending in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, Case No.: 50 2009 CA021255XXXXMB, Division AW, in the form attached hereto as Exhibit "D". Upon confirmation of this Plan, and notwithstanding anything in this Plan to the contrary, the Allowed Class LP-2 Secured Claim of PNC described above shall be deemed an Allowed Secured Claim for all purposes and shall not be subject to any objection or dispute.

The Debtors believe that treatment of the Allowed Class LP-2 Secured Claim of PNC as provided herein shall constitute a full treatment of PNC's Allowed Claim and no portion of PNC's Allowed Claim shall be treated as a Class LP-13 or Corp-4 Allowed Unsecured Claim pursuant to the term of this Plan.

Class LP-2 is Impaired.

Class LP-3. Allowed Secured Claim of Fifth Third Bank. The Allowed Class LP-3 Secured Claim of Fifth Third Bank shall be satisfied in full by Amerigrow LP's delivery, on the Effective Date, of a Restructured Loan Instrument. For purposes of illustration of Fifth Third Bank's Restructured Loan Instrument under this Plan, Amerigrow LP assumes an Allowed Class 3 Secured Claim in the amount of \$1,000,000. The Restructured Loan Instrument shall provide to Fifth Third Bank: (i) a payment of Cash in the amount of \$5,167.00 per month for 12 months; (ii) a payment of Cash in the amount of \$10,167 per month for the following period of 12 months; (iii) a payment of Cash in the amount of \$12,417 per month for the following period of 12 months; (iv) a payment of Cash in the amount of \$10,167 per month for the following period of 36 months; and (v) a balloon payment at the end of year 6 in the approximate amount of \$400,000; and (vi) a security interest in its Collateral in the same priority as Fifth Third held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to Fifth Third until the Allowed Class LP-3 Claim is paid in full, but not to exceed 6 years, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 72 monthly payments and a balloon payment at the end of Year 6, Fifth Third Bank's Restructured Loan Instrument will fully amortize over the loan period of 6 years.

The Debtors believe that treatment of the Allowed Class LP-3 Secured Claim of Fifth Third Bank as provided herein shall constitute a full satisfaction of Fifth Third Bank's Allowed Claim and no portion of Fifth Third Bank's Allowed Claim shall be treated as a Class LP-13 or Corp-4 Allowed Unsecured Claim pursuant to the term of this Plan.

Class LP-3 is Impaired.

Class LP-4. Allowed Secured Claim of Wells Fargo. The Allowed Class LP-4 Secured Claim of Wells Fargo shall be satisfied in full by Amerigrow LP's delivery, on the Effective Date, of a Restructured Loan Instrument. For purposes of illustration of Wells Fargo's Restructured Loan Instrument under this Plan, Amerigrow LP assumes an Allowed Class LP-4 Secured Claim in the amount of \$2,160,782.73, less any amounts paid to Wells Fargo as adequate protection payments pursuant to Court Order. The Restructured Loan Instrument shall provide to Wells Fargo: (i) a payment of Cash in the amount of \$24,442 per month for 35 months; (ii) a payment of Cash in the amount of \$35,000 per month for the following period of 12 months; (iii) a payment of Cash in the amount of \$40,000 per month for the following period of 12 months; (iv) a payment of Cash in the amount of \$50,000 per month for the following period of 12 months; and (v) a security interest in its Collateral in the same priority as Wells Fargo held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to Wells Fargo until the Allowed Class LP-4 Claim is paid in full, but not to exceed 6 years, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 72

monthly payments, Wells Fargo's Restructured Loan Instrument will fully amortize over the loan period of 6 years.

The Debtors believe that treatment of the Allowed Class LP-4 Secured Claim of Wells Fargo as provided herein shall constitute a full satisfaction of Well Fargo's Allowed Claim and no portion of Wells Fargo's Allowed Claim shall be treated as a Class LP-13 or Corp-4 Allowed Unsecured Claim pursuant to the term of this Plan.

Class LP-4 is Impaired.

Class LP-5. Allowed Secured Claim of Alter Moneta. The Allowed Class LP-5 Secured Claim of Alter Moneta shall be satisfied in full by Amerigrow LP's delivery, on the Effective Date, of three (3) Restructured Loan Instruments, as follows.

For purposes of illustration of Alter Moneta's Restructured Loan Instrument No. 1 under this Plan, Amerigrow LP assumes an Allowed Class LP-5 Secured Claim in the amount of \$734,689.71, less any amounts paid to Alter Moneta as adequate protection payments pursuant to Court Order. The Restructured Loan Instrument No. 1 shall provide to Alter Moneta: (i) six (6) interest only payments at an interest rate of 6.5%, followed by 34 payments of principal and interest at an interest rate of 6.5% in a monthly amount sufficient to fully amortize Loan 1 within 40 total months; and (ii) a security interest in its Collateral in the same priority as Alter Moneta held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument No. 1, Amerigrow LP proposes to make such payments to Alter Moneta until such portion of the Allowed Class LP-5 Claim is paid in full, but not to exceed 40 months, at the various amortization and interest rates specified in the *Agreed Order Granting In Part Alter Moneta Corporation's Motion For Relief From Stay*. Based on the 40 monthly payments, Alter Moneta's Restructured Loan Instrument No. 1 will fully amortize over the loan period.

For purposes of illustration of Alter Moneta's Restructured Loan Instrument No. 2 under this Plan, Amerigrow LP assumes an Allowed Class LP-5 Secured Claim in the amount of \$309,420.61, less any amounts paid to Alter Moneta as adequate protection payments pursuant to Court Order. The Restructured Loan Instrument No. 2 shall provide to Alter Moneta: (i) 36 payments of principal and interest at an interest rate of 6.5% in a monthly amount sufficient to fully amortize Loan 2 within 36 total months; and (ii) a security interest in its Collateral in the same priority as Alter Moneta held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument No. 2, Amerigrow LP proposes to make such payments to Alter Moneta until such portion of the Allowed Class LP-5 Claim is paid in full, but not to exceed 5 years, at the various amortization and interest rates specified in the *Agreed Order Granting In Part Alter Moneta Corporation's Motion For Relief From Stay*. Based on the 60 monthly payments, Alter Moneta's Restructured Loan Instrument No. 2 will fully amortize over the loan period of 5 years.

For purposes of illustration of Alter Moneta's Restructured Loan Instrument No. 3 under this Plan, Amerigrow LP assumes an Allowed Class LP-5 Secured Claim in the amount of \$181,164, less any amounts paid to Alter Moneta as adequate protection payments

pursuant to Court Order. The Restructured Loan Instrument No. 3 shall provide to Alter Moneta: (i) 36 payments of principal and interest at an interest rate of 6.5% in a monthly amount sufficient to fully amortize Loan 3 within 36 total months; and (ii) a security interest in the Property of the Reorganized Debtors in the same priority as Alter Moneta held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument No. 3, Amerigrow LP proposes to make such payments to Alter Moneta until such portion of the Allowed Class LP-5 Claim is paid in full, but not to exceed 6 years, at the various amortization and interest rates specified in the *Agreed Order Granting In Part Alter Moneta Corporation's Motion For Relief From Stay*. Based on the 72 monthly payments, Alter Moneta's Restructured Loan Instrument No. 3 will fully amortize over the loan period of 6 years.

The Debtors believe that treatment of the Allowed Class LP-5 Secured Claim of Alter Moneta as provided herein shall constitute a full satisfaction of Alter Moneta's Allowed Claim and no portion of Alter Moneta's Allowed Claim shall be treated as a Class LP-13 or Corp-4 Allowed Unsecured Claim pursuant to the term of this Plan.

Class LP-6 is Impaired.

Class LP-6. Allowed Secured Claim of Colonial Pacific. The Allowed Class LP-6 Secured Claim of Colonial Pacific shall be satisfied in full by Amerigrow LP's delivery, on the Effective Date, of a Restructured Loan Instrument. For purposes of illustration of Colonial Pacific's Restructured Loan Instrument under this Plan, Amerigrow LP assumes an Allowed Class LP-6 Secured Claim in the amount of \$193,905.70, less any amounts paid to Colonial Pacific as adequate protection payments pursuant to Court Order. The Restructured Loan Instrument shall provide to Colonial Pacific: (i) a payment of Cash in the amount of \$6,062 per month for 35 months; and (ii) a security interest in its Collateral in the same priority as Colonial Pacific held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to Colonial Pacific until the Allowed Class LP-6 Claim is paid in full, but not to exceed 3 years, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 35 monthly payments, Colonial Pacific's Restructured Loan Instrument will fully amortize over the loan period of 35 months.

The Debtors believe that treatment of the Allowed Class LP-6 Secured Claim of Colonial Pacific as provided herein shall constitute a full satisfaction of Colonial Pacific's Allowed Claim and no portion of Colonial Pacific's Allowed Claim shall be treated as a Class LP-13 or Corp-4 Allowed Unsecured Claim pursuant to the term of this Plan.

Class LP-6 is Impaired.

Class LP-7. Allowed Secured Claim of GECC. The Allowed Class LP-7 Secured Claim of GECC shall be satisfied in full by Amerigrow LP's delivery, on the Effective Date, of a Restructured Loan Instrument. For purposes of illustration of GECC's Restructured Loan Instrument under this Plan, Amerigrow LP assumes an Allowed Class LP-7 Secured Claim in the amount of \$15,612.48, less any amounts paid to GECC as adequate protection payments pursuant to Court Order. The Restructured Loan Instrument shall provide to GECC: (i) a payment of Cash in the amount of \$1,952.00 per month for 7 months; and (ii) a security interest in its Collateral in the same priority as

GECC held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to GECC until the Allowed Class LP-7 Claim is paid in full, but not to exceed 8 months, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 7 monthly payments, GECC's Restructured Loan Instrument will fully amortize over the loan period of 7 months.

The Debtors believe that treatment of the Allowed Class LP-7 Secured Claim of GECC as provided herein shall constitute a full satisfaction of GECC's Allowed Claim and no portion of GECC's Allowed Claim shall be treated as a Class LP-13 or Corp-4 Allowed Unsecured Claim pursuant to the term of this Plan.

Class LP-7 is Impaired.

Class LP-8. Allowed Secured Claim of Turner. The Allowed Class LP-8 Secured Claim of Turner shall be satisfied in full by Amerigrow LP's delivery, on the Effective Date, of a Restructured Loan Instrument. The Restructured Loan Instrument shall provide to Turner: (i) a payment of Cash in the amount of \$2,344.00 per month for 48 months; and (ii) a security interest in its Collateral in the same priority as Turner held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to Turner until the Allowed Class LP-8 Claim is paid in full, but not to exceed 4 years, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 48 monthly payments, GECC's Restructured Loan Instrument will fully amortize over the loan period of 4 years.

The Debtors believe that treatment of the Allowed Class LP-8 Secured Claim of Turner as provided herein shall constitute a full satisfaction of Turner's Allowed Claim and no portion of Turner's Allowed Claim shall be treated as a Class LP-13 or Corp-4 Allowed Unsecured Claim pursuant to the term of this Plan.

Class LP-8 is Impaired.

Class LP-9. Allowed Secured Claim of Ford Motor Credit. The Allowed Class LP-9 Secured Claim of Ford Motor Credit shall be satisfied in full by Amerigrow LP's delivery, on the Effective Date, of a Restructured Loan Instrument. The Restructured Loan Instrument shall provide to Ford Motor Credit: (i) a payment of Cash in the amount of \$435.00 per month for 36 months; and (ii) a security interest in its Collateral in the same priority as Ford Motor Credit held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to Ford Motor Credit until the Allowed Class LP-9 Claim is paid in full, but not to exceed 36 months, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 36 monthly payments, Ford Motor Credit's Restructured Loan Instrument will fully amortize over the loan period of 36 months.

The Debtors believe that treatment of the Allowed Class LP-9 Secured Claim of Ford Motor Credit as provided herein shall constitute a full satisfaction of Ford Motor Credit's Allowed Claim and no portion of Ford Motor Credit's Allowed Claim shall be treated as a Class LP-13 or Corp-4 Allowed Unsecured Claim pursuant to the term of this Plan.

Class LP-9 is Impaired.

Class LP-10. Allowed Secured Claim of Kubota. The Allowed Class LP-10 Secured Claim of Kubota shall be satisfied in full by Amerigrow LP's delivery, on the Effective Date, of a Restructured Loan Instrument. The Restructured Loan Instrument shall provide to Kubota: (i) a payment of Cash in the amount of \$353.00 per month for 17 months; and (ii) a security interest in its Collateral in the same priority as Kubota held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to Kubota until the Allowed Class LP-10 Claim is paid in full, but not to exceed 17 months, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 17 monthly payments, Kubota's Restructured Loan Instrument will fully amortize over the loan period of 17 months.

The Debtors believe that treatment of the Allowed Class LP-10 Secured Claim of Kubota as provided herein shall constitute a full satisfaction of Kubota's Allowed Claim and no portion of Kubota's Allowed Claim shall be treated as a Class LP-13 or Corp-4 Allowed Unsecured Claim pursuant to the term of this Plan.

Class LP-10 is Impaired.

Class LP-11. Allowed Other Secured Claims. Allowed Other Secured Claims shall be satisfied by each holder of an Allowed Other Secured Claim receiving from Amerigrow LP one or more of the following: (i) the net proceeds of the liquidation of the collateral securing the Class LP-11 Claim, including but not limited to, through a sale of such collateral pursuant to section 363 of the Bankruptcy Code or otherwise; (ii) realization of the indubitable equivalent of the Class LP-11 Claim, including either in the form of Cash equal to the value of such collateral pursuant to section 506(a) of the Bankruptcy Code and/or the return of the collateral securing such Claim in accordance with 11 U.S.C. §1129(b)(2)(A)(iii); or (iii) satisfaction of such Class LP-11 Claim as otherwise authorized by the Code or agreed to by the holder of such Class LP-11 Claim. Such satisfaction shall occur on the later of the Effective Date or the date each respective Class LP-11 Other Secured Claim is Allowed by a Final Order.

The Debtors are not currently aware of any Other Secured Claims to be paid under the Plan. There are currently three Proofs of Claim on asserting Secured Claims, but the Debtors do not believe that such claims should be classified as Other Secured Claims. More specifically, Proof of Claim Number 22 filed by John Deere Risk Protection, Inc. as a secured claim will be satisfied in the ordinary course of business prior to the Effective Date as such claim represents the insurance premium for the Debtors' crops that comes due in March 2010. Proof of Claim Number 37 filed by FIRST Insurance Funding Corp., a secured claim for monthly insurance premiums, is currently being paid in the ordinary course of business and will continue to be paid by the Reorganized Debtors after the Effective Date. In addition, the Debtors believe that Proof of Claim Number 17 filed by Tate Transport Corp. should be reclassified to an Unsecured Claim and will be payable as a member of Class LP-13.

Class LP-11 is Impaired.

Class LP-12. Allowed Convenience Claims. Allowed Convenience Claims shall be satisfied in full from the Available Cash within ten (10) days after the Effective Date by Reorganized Debtors. No Distribution shall be made to holders of Allowed Convenience Claims in

this Class LP-12 unless and until all Allowed Administrative Claims, all Allowed Post-Confirmation Administrative Claims, all Allowed Priority Tax Claims and all Allowed Claims in Classes LP-1 through LP-11 have been paid in full, reserved or otherwise resolved, and/or included in or accounted for in the Distribution at issue.

The Debtors propose a convenience class for holders of Allowed Unsecured Claims in an amount equal to or less than \$2,200. There are approximately 29 creditors who currently hold Allowed Unsecured Claims under \$2,200 against the Debtors in the aggregate amount of approximately \$15,000. The Debtors propose that it would be an administrative inconvenience to pay out these creditors with small balances over time as proposed in Class LP-13 below and that the creation of this Allowed Convenience class satisfies the requirements of 11 U.S.C. §1122(b).

The Debtors also propose to include on the Ballot for Class LP-13, the option to make a Convenience Class Election. Pursuant to the Convenience Class Election, the holder of an Allowed Unsecured Claim in Class LP-13 may make the election to receive a one-time payment in the amount of \$2,200 as a member of Class LP-12 in full and complete satisfaction of their Allowed Class LP-13 Unsecured Claim. The Debtors submit that the inclusion of this election may further decrease the administrative burden of small Unsecured Claims and may inure significant savings to the Debtors and the Reorganized Debtors. The Debtors estimate that approximately 10 holders of Class LP-13 Claims may make the Convenience Class Election, for a total cost of \$22,000 on the Effective Date, but a total savings of \$22,000 in addition to the decreased costs of administration.

Class LP-12 is Unimpaired.

Class LP-13. Allowed General Unsecured Claims. Under the terms of the Plan, each holder of an Allowed General Unsecured Claim in Class LP-13 casting a ballot accepting the Plan shall have the option to select Plan Treatment Option No. 1, Plan Treatment Option No. 2 or Plan Treatment Option No. 3, as described below, with regard to the treatment of their Allowed General Unsecured Claim. Any unsecured creditor who does not make such an election or does not file an accepting ballot or vote on the Plan will be deemed to have elected to receive a distribution under Plan Treatment Option No. 1. In addition, no Insider of any of the Debtors shall have the option to choose Plan Treatment Option No. 2 or Plan Treatment Option No. 3 with regard to the treatment of its Allowed General Unsecured Claim.

Plan Treatment Option No. 1 - The Plan provides that each holder of an Allowed Unsecured Claim may elect to receive, after payment of Administrative and Priority Claims, a pro rata distribution equal to 100% payable over a period of sixty (60) months beginning ten (10) days from the Effective Date. The pro rata distributions from Reorganized Amerigrow LP shall be in full satisfaction, settlement, release and discharge of such Class LP-13 claimant's respective Allowed Unsecured Claim; or

Plan Treatment Option No. 2 - The Plan provides that each holder of an Allowed Unsecured Claim may elect to receive, after payment of Administrative and Priority Claims, a pro rata distribution equal to 66% payable over a period of thirty (30) months beginning ten (10) days from the Effective Date. The pro rata distributions from Reorganized Amerigrow LP shall be in full satisfaction, settlement, release and discharge of such Class LP-13 claimant's respective Allowed Unsecured Claim; or

Plan Treatment Option No. 3 - The Plan provides that each holder of an Allowed Unsecured Claim may elect to receive, after payment of Administrative and Priority Claims, a pro rata distribution equal to 33% payable over a period of twelve (12) months beginning ten (10) days from the Effective Date. The pro rata distributions from Reorganized Amerigrow LP shall be in full satisfaction, settlement, release and discharge of such Class LP-13 claimant's respective Allowed Unsecured Claim.

No Distribution shall be made to holders of Allowed Unsecured Claims in this Class LP-13 unless and until all Allowed Administrative Claims, all Allowed Post-Confirmation Administrative Claims, all Allowed Priority Tax Claims and all Allowed Claims in Classes LP-1 through LP-11 have been paid in full, reserved or otherwise resolved, and/or included in or accounted for in the Distribution at issue.

The Debtors estimate that the aggregate Allowed Class LP-13 Unsecured Claims will total approximately \$940,000, net of the Convenience Claims in Class LP-12. This amount is comprised of approximately 34 non-insiders with claims in the aggregate of approximately \$500,000 and 4 Insiders with Unsecured Claims in the aggregate amount of \$440,788.00. The Insider Unsecured Claims are: (i) Claim Number 30 filed by M & S Fin in the amount of \$52,829 for unpaid consulting fees; (ii) Claim Number 40 filed by Floragem Investments Corp. for unpaid consulting fees; (iii) Claim Number 32 filed by Chuck W. Tomlinson in the amount of \$92,717.00 for unpaid consulting fees; and (iv) Claim Number 31 filed by Earth & Wood Product Consulting in the amount of \$220,000 for a Promissory Note for monies loaned (collectively, the "Insider Unsecured Claims").

The Debtors intend to object to a handful Unsecured Claims to correct small variances. In addition, the Debtors intend to vigorously prosecute a claim objection against Robert & Helen Howard (Claim Number 41 in the amount of \$284,933.44). The Debtors submit that this Claim has absolutely no merit and is based on an alleged breach of contract with Amerigrow of Jupiter Corp. ("Amerigrow Jupiter"). Amerigrow Jupiter is an affiliate of the Debtors, but is not a debtor in this Chapter 11 Case.

As set forth above, all Insider Unsecured Claims will be defaulted to Plan Treatment Option No. 1. The Debtors estimate that 1/3 of each of the remaining \$500,000 in Unsecured Claims will elect, or be defaulted, to treatment under each of the various Plan Treatments. As a result, for purposes of Projections, the Debtors estimate that approximately \$607,000 in Unsecured Claims will elect or be defaulted to Plan Treatment No. 1, \$167,000 in Unsecured Claims will elect Plan Treatment No. 2 and \$167,000 will elect Plan Treatment No. 3.

Attached hereto as Exhibit D are the Debtors' consolidated financial protections for a six year period. A detailed schedule of the Debtors' proposed payout to Class LP-13 Unsecured Creditors is attached to the Projections and is incorporated therein.

The recovery percentage for Allowed Class LP-13 Unsecured Claims under the Plan is estimated to be 100% at this time, unless otherwise elected by the holder of such Allowed Class LP-13 Claim. Notwithstanding the above, Unsecured Claims remain subject to (i) objections to be filed by the Debtors or the Reorganized Debtors, as the case may be, by the deadline to be set by the Bankruptcy Court, (ii) set off rights in respect of certain of such Unsecured Claims, and (iii)

potential avoidance actions and other Litigation Claims being investigated by the Debtors or the Reorganized Debtors.

Class LP-13 is Impaired.

Class LP-14. Allowed Interests. The holders of Allowed Interests in Amerigrow LP shall receive from the Reorganized Amerigrow LP periodic Distributions, on a pro rata basis, from any remaining Available Cash, provided that, no Distribution shall be made to the holders of Allowed Interests unless and until all Allowed Administrative Claims, all Allowed Post-Confirmation Administrative Claims, all Allowed Priority Tax Claims and all Allowed Claims in Classes LP-1 through LP-13 have been paid in full, reserved or otherwise resolved and/or included in or accounted for in the Distribution at issue. Subject to the right to receive Distributions hereunder, all Interests in Amerigrow LP shall be extinguished and canceled as of the Effective Date and New Partnership Interests shall be issued on the Effective Date, or as soon thereafter as is practicable. The Reorganized Amerigrow LP will be composed of Janet Tomlinson (37.5%). As limited partner, Mulchmaker (47.5%), as limited partner and Amerigrow Corp. (15%), as general partner (collectively, the "New Partnership Interests"). The Partnership Agreement of the Amerigrow LP will be amended to (i) authorize the issuance of New Partnership Interests; and (ii) provide for the cancellation of all existing Interests. The Partnership Agreement shall also provide that the New Partnership Interests will be held in escrow by Debtor's counsel until such time as all non-Insider holders of Classes LP-13 and Corp-4 Allowed Unsecured Claims are paid in full pursuant to this Plan.

Other than the New Partnership Interests, which shall not be distributed until all non-insider holders of Classes LP-13 and Corp-4 Allowed Unsecured Claims are paid in full pursuant to the Plan, the Debtors do not anticipate that the holders of Class LP-14 Allowed Interests will receive any Distributions under the Plan.

Class LP-14 is Impaired.

Class Corp-1. Allowed Priority Claims. Each Allowed Priority Claim shall be paid in full on the later of: (i) the Effective Date; or (ii) the date of a Final Order allowing such Priority Claim.

The Debtors are not currently aware of any class Corp-1 Allowed Priority Claims.

Class Corp-1 is Unimpaired.

Class Corp-2. Allowed Secured Claim of Komatsu. The Allowed Class Corp-2 Secured Claim of Komatsu shall be satisfied in full by Amerigrow Corp's delivery, on the Effective Date, of a Restructured Loan Instrument. The Restructured Loan Instrument shall provide to Komatsu: (i) a payment of Cash in the amount of \$2,375.00 per month for 30 months; and (ii) a security interest in its Collateral in the same priority as Komatsu held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP, on behalf of Amerigrow Corp., proposes to make such payments to Komatsu until the Allowed Class Corp-2 Claim is paid in full, but not to exceed 30 months, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 30 monthly payments, Komatsu's Restructured Loan Instrument will fully amortize over the loan period of 30 months.

The Debtors believe that treatment of the Allowed Class Corp-2 Secured Claim of Komatsu as provided herein shall constitute a full satisfaction of Komatsu's Allowed Claim and no portion of Komatsu's Allowed Claim shall be treated as a Class LP-13 or Corp-4 Allowed Unsecured Claim pursuant to the term of this Plan.

Class Corp-2 is Impaired.

Class Corp-3. Allowed Other Secured Claims. Allowed Other Secured Claims shall be satisfied by each holder of an Allowed Other Secured Claim receiving from Amerigrow Corp. one or more of the following: (i) the net proceeds of the liquidation of the collateral securing the Class Corp-3 Claim, including but not limited to, through a sale of such collateral pursuant to section 363 of the Bankruptcy Code or otherwise; (ii) realization of the indubitable equivalent of the Class Corp-4 Claim, including either in the form of Cash equal to the value of such collateral pursuant to section 506(a) of the Bankruptcy Code and/or the return of the collateral securing such Claim in accordance with 11 U.S.C. §1129(b)(2)(A)(iii); or (iii) satisfaction of such Class Corp-3 Claim as otherwise authorized by the Code or agreed to by the holder of such Class Corp-3 Claim. Such satisfaction shall occur on the later of the Effective Date or the date each respective Class Corp-3 Other Secured Claim is Allowed by a Final Order.

The Debtors are not currently aware of any Class Corp-3 Allowed Other Secured Claims.

Class Corp-3 is Impaired.

Class Corp-4. Allowed Unsecured Claims. Allowed Unsecured Claims shall be satisfied by periodic Distributions to the holders of each such Allowed Unsecured Claim on a *pro rata* basis with the holders of all Allowed Unsecured Claims in this Class Corp-4. The initial Distribution to holders of Allowed Unsecured Claims hereunder shall be made from the Available Cash generated from and constituting property of the Amerigrow Corp Estate within ten (10) days after the Effective Date by Reorganized Debtors and all future Distributions shall be made from the Reorganized Debtors on the respective Distribution Dates. No Distribution shall be made to holders of Allowed Unsecured Claims in this Class Corp-4 unless and until all Allowed Administrative Claims, all Allowed Post-Confirmation Administrative Claims, all Allowed Priority Tax Claims and all Allowed Claims in Classes Corp-1, Corp-2 and Corp-3 have been paid in full, reserved or otherwise resolved, and/or included in or accounted for in the Distribution at issue.

The Debtors are not currently aware of any Class Corp-4 Allowed Unsecured Claims.

Class Corp-4 is Impaired.

Class Corp-5. Allowed Interests. The holders of Allowed Interests in Amerigrow Corp. shall receive from the Reorganized Amerigrow Corp. periodic Distributions, on a *pro rata* basis, from any remaining Available Cash, provided that, no Distribution shall be made to the holders of Allowed Interests unless and until all Allowed Administrative Claims, all Allowed Post-Confirmation Administrative Claims, all Allowed Priority Tax Claims and all Allowed Claims in Classes Corp-1 through Corp-4 have been paid in full, reserved or otherwise resolved and/or included in or accounted for in the Distribution at issue. Subject to the right to receive Distributions hereunder, all Interests in Amerigrow Corp. shall be extinguished and canceled as of the Effective

Date and New Equity Interests in Amerigrow Corp. shall be issued on the Effective Date, or as soon thereafter as is practicable. The Reorganized Amerigrow Corp. will be composed of Janet Tomlinson (50%) and Silvia Kearney (50%)(collectively, the “New Equity Interests”). The corporate documentation of Amerigrow Corp. will be amended to (i) authorize the issuance of New Equity Interests; and (ii) provide for the cancellation of all existing Interests. The Operating Agreement shall also provide that the New Equity Interests will be held in escrow by Debtor’s counsel until such time as all non-Insider holders of Classes LP-13 and Corp-4 Allowed Unsecured Claims are paid in full pursuant to this Plan.

Other than the New Equity Interests, which shall not be distributed until all non-insider holders of Classes LP-13 and Corp-4 Allowed Unsecured Claims are paid in full pursuant to the Plan, the Debtors do not anticipate that the holders of Class Corp-5 Allowed Interests will receive any Distributions under the Plan.

Class Corp-5 is Impaired.

E. Implementation of the Plan

1. Generally

On the Effective Date of the Plan, all Assets of the Estates under Section 541 of the Bankruptcy Code or otherwise, including Available Cash, the Litigation Claims and assets that were acquired by the Debtors after the Petition Date, shall: (i) be transferred to, be deemed transferred to, and vested in the respective Reorganized Debtor under the sole control of the respective Reorganized Debtor, free and clear of all liens, claims, encumbrances and interests of any kind except as provided under the Plan; and (ii) continue to be subject to the jurisdiction of the Bankruptcy Court following Confirmation of the Plan until distributed to holders of Allowed Claims and Allowed Interests or otherwise disbursed in accordance with the provisions of the Plan and the Confirmation Order, provided however, that any and all Litigation Claims shall be retained and enforced by the Reorganized Debtors, through the Reorganized Debtors, as a representative of the Estates appointed for such purpose, as provided in and pursuant to Section 1123(b)(3) of the Bankruptcy Code solely for the benefit of holders of Allowed Claims and Allowed Interests hereunder. **Notwithstanding anything herein to the contrary, confirmation of the Plan shall divest the Debtors of any and all interest in the Assets of the Estates, such that the Debtors shall have no rights or authority in respect of any Assets remaining in the Estates as of the Effective Date, or thereafter vested in the Reorganized Debtors pursuant hereto, including the Available Cash, and Litigation Claims.**

The distributions required under the Plan shall be funded by the Debtors’ Cash on hand as of the Effective Date and the Reorganized Debtors’ business operations. In addition, the Debtors shall be authorized to commence or continue litigation on behalf of the estate to recover, *inter alia*, voidable transfers and other claims, if any.

a. MANAGEMENT

After the Effective Date, it is contemplated that the Reorganized Debtors shall continue to be managed by Janet Tomlinson and their consultants. Reorganized Amerigrow LP shall enter into new

management agreement (collectively, the “New Management Agreements”) with: (i) Floragem Investments Corp., whose President is Charles W. Tomlinson, III; and (ii) M & S Fin. Corp., whose President is Michael G. Kearney (the “Consultants”), substantially in the form of the management contracts with the Debtors entered into pre-petition. Pursuant to each New Management Agreement, the Consultants will review the ordinary and usual business affairs of the Reorganized Debtors pertaining to the operation, maintenance and management of the various aspects of the Reorganized Debtors’ business, interact with the officers and employees of the Reorganized Debtors and provide, on a regular basis, observations and make such recommendations as are appropriate and necessary in respect of the Reorganized Debtors’ business operations. Under their respective New Management Agreements, in consideration of the management and consulting services rendered, Floragem will be entitled to receive a consulting fee equal to 2.35% of the Reorganized Amerigrow LP’s Gross Revenues, and M & S Fin. Corp. will be entitled to receive a consulting fee equal to 1.65% of the Reorganized Amerigrow LP’s gross revenues.

b. ISSUANCE OF NEW MEMBERSHIP INTERESTS

On the Effective Date, the Reorganized Amerigrow LP shall issue Janet Tomlinson, Mulchmaker and Amerigrow Corp., or other entities organized by them, the New Partnership Interests, to be held in escrow pending payment of certain claims as set forth herein. The corporate documentation of Amerigrow LP will be amended, if necessary, to (i) authorize the issuance of New Partnership Interests; and (ii) provide for the cancellation of all existing Interests. The Partnership Agreement shall also provide that the New Partnership Interests will be held in escrow by Debtor’s counsel until such time as all non-Insider holders of Classes LP-13 and Corp-4 Allowed Unsecured Claims are paid in full pursuant to this Plan.

On the Effective Date, the Reorganized Amerigrow Corp shall issue Janet Tomlinson and Silvia Kearney or other entities organized by them, the New Equity Interests, to be held in escrow pending payment of certain claims as set forth herein. The corporate documentation of Amerigrow Corp will be amended, if necessary, to (i) authorize the issuance of New Equity Interests; and (ii) provide for the cancellation of all existing Equity Interests. The Operating Agreement shall also provide that the New Equity Interests will be held in escrow by Debtor’s counsel until such time as all non-Insider holders of Classes LP-13 and Corp-4 Allowed Unsecured Claims are paid in full pursuant to this Plan.

c. DELIVERY OF THE RESTUCTURED LOAN INSTRUMENTS

On the Effective Date, the Reorganized Debtors shall deliver the New PNC Loan Documents to PNC with respect to its Allowed Class LP-2 Secured Claim, fully executed and completed with amounts and dates as of the Effective Date, in addition to the initial \$200,000 payment due to PNC pursuant to the Amended, Consolidated, Renewed and Restated Term Note delivered under this Plan.

On the Effective Date, the Reorganized Debtors shall deliver the Restructured Loan Instruments to holders of Claims in Classes LP-2, LP-3, LP-4, LP-5, LP-6, LP-7, LP-8, LP-9, LP-10 and Corp-2 in full satisfaction of their respective Allowed Secured Claims.

d. PLAN FUNDING

The Plan will be funded with the Available Cash upon and following the Effective Date, the Reorganized Debtors' operations and such other assets as may be recovered by the Reorganized Debtors under the Plan.

e. MISCELLANEOUS

Except to the extent otherwise provided under the Plan or the Confirmation Order, upon the Effective Date, all pre-Petition Date agreements (other than assumed contracts and third party guaranties and indemnities of the Debtors' obligations), credit agreements, pre-Petition Date loan documents and post-Petition Date loan documents to which the Debtors is a party, and all lien claims and other evidence of liens against the Debtors, shall be deemed to be cancelled and of no further force and effect, without any further action on the part of the Debtors. The holders of, or parties to, such cancelled instruments, agreements, securities and other documentation will have no remaining rights arising from or relating to such documents or the cancellation thereof, except the rights provided pursuant to the Plan and the Confirmation Order and any rights that, by the terms of the applicable agreement, survive the termination of such agreement.

Notwithstanding anything to the contrary in the Bankruptcy Rules providing for earlier closure of the Chapter 11 Case, when all Disputed Claims against the Debtors have become Allowed Claims or have been disallowed by Final Order, and all remaining assets of the Reorganized Debtors have been liquidated and converted into Cash (other than those assets abandoned), and such Cash has been distributed in accordance with the Plan, or at such earlier time as the Reorganized Debtors deem appropriate, the Reorganized Debtors shall file a final accounting with the Bankruptcy Court, together with a final report, and shall seek authority from the Bankruptcy Court to close the Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules.

2. The Reorganized Debtors.

In addition, the Reorganized Debtors will have authority to take all actions necessary to: (a) investigate, hold, manage, protect, administer, collect, sell, liquidate, prosecute, transfer, resolve, settle, adjust, invest, distribute, or otherwise dispose of any Reorganized Debtor Assets, including but not limited to the Litigation Claims; (b) investigate and reconcile Claims and contest objectionable Claims and Disputed Claims; (c) make all Distributions to be funded under the Plan; (d) pay all necessary expenses incurred in connection with the duties and responsibilities of the Reorganized Debtors under the Plan; (e) administer, implement and enforce all provisions of the Plan; (f) file tax returns and make other related corporate filings; (g) administer the Plan and the assets of the Reorganized Debtors; (h) abandon any Reorganized Debtor Assets or Assets of the Estates, and (i) to invest Cash in accordance with Section 345 of the Bankruptcy Code or otherwise as permitted by order of the Bankruptcy Court, (j) to purchase and carry all insurance policies and pay all premiums and costs deemed necessary and advisable, and (k) undertake such other responsibilities as are reasonable and appropriate in connection with the Plan.

On behalf of the Reorganized Debtors and pursuant to Section 1123(b)(3)(B) of the Code, the Reorganized Debtors are and shall be appointed a representative of the Estates for the benefit of the holders of Allowed Claims and Allowed Interests and shall have the exclusive right to prepare, file,

assert, commence and prosecute, or continue to prosecute in the case of existing actions, any and all Litigation Claims, and shall be substituted as the real party in interest in any actions commenced by or against the Debtors. The Reorganized Debtors shall prosecute or defend, as appropriate, such Litigation Claims through final judgment, any appeals deemed necessary and appropriate by the Reorganized Debtors and the Reorganized Debtors shall have the power and authority (A) to enter into such settlements as the Reorganized Debtors deem to be in the best interest of creditors, subject to Bankruptcy Court approval after notice and a hearing in accordance with Bankruptcy Rule 9019; or (B) to abandon, dismiss and/or decide not to prosecute any such Litigation Claims if the Reorganized Debtors deem such action to be in the best interest of creditors.

On the Effective Date of the Plan, or as soon thereafter as possible, the Reorganized Debtors shall establish a Disputed Claims Fund for the Reorganized Debtors. The Reorganized Debtors shall be authorized to make Distributions to the holders of Allowed Claims and Allowed Interests pursuant to the terms of the Plan, provided that the Reorganized Debtors maintain the Disputed Claims Fund, if applicable.

To the extent there exist as of the Effective Date Disputed Claims in any Class, the Reorganized Debtors shall reserve on the books and records of the Reorganized Debtors from any Distribution an amount equal to the pro rata portion of such Distribution to which such Disputed Claim would be entitled if allowed in the amount asserted by the holder of such Disputed Claim. If a Disputed Claim is allowed, in part or in full, then the Reorganized Debtors shall distribute to the holder of any such Claim an amount equal to such Claimant's pro rata share, based on such Allowed Claim, of all Distributions previously made to holders of Allowed Claims in the Class of Claims at issue. The balance, if any, of the reserve for such Disputed Claim, including in the event the Disputed Claim is disallowed in its entirety, shall be deemed Available Cash for use by the Reorganized Debtors under the Plan. Notwithstanding anything herein to the contrary, no interest shall accrue or be payable on the reserve in respect of any Disputed Claims.

Notwithstanding anything to the contrary in the Plan or in the Disclosure Statement, the provisions of the Disclosure Statement and the Plan that permit the Reorganized Debtors to enter into settlements and compromises of any Litigation Claims shall not have, and are not intended to have, any *res judicata* effect with respect to any Litigation Claims that are not otherwise treated under the Plan and shall not be deemed a bar to asserting such Litigation Claims, regardless of whether or to what extent such Litigation Claims are specifically described in the Plan or Disclosure Statement relating hereto. Unless any of the Litigation Claims are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or by Final Order of the Bankruptcy Court, all such Litigation Claims are expressly reserved and preserved for later adjudication and, therefore, no preclusion doctrine, including without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to the Litigation Claims upon or after confirmation or consummation of the Plan.

Furthermore, notwithstanding any provision or interpretation to the contrary, nothing in the Plan or the Confirmation Order, including the entry thereof, shall be deemed to constitute a release, waiver, impediment, relinquishment or bar, in whole or in part, of or to any recovery rights or any other claim, right or cause of action, including Litigation Claims, possessed by the Debtors or the Debtors' Estates prior to the Effective Date.

In the event that the Bankruptcy Court, or any other court of competent jurisdiction, determines that the assignment of any claim, right or cause of action, including without limitation, the Litigation Claims to the Reorganized Debtors pursuant to this Plan is invalid or does not grant to the Reorganized Debtors the standing and all other rights necessary to pursue such claim, right or cause of action, then in such case the Reorganized Debtors shall be deemed appointed as the representative of the Estates for purposes of enforcing and pursuing such claim, right or cause of action, including without limitation, the Litigation Claims, and the proceeds thereof shall be distributed in accordance with term of the Plan.

F. Preservation of Claims and Causes of Action.

The Plan provides that, the Reorganized Debtors shall have the right to prepare, file, pursue, prosecute and settle the Litigation Claims, whether or not such Litigation Claims have been asserted or commenced as of the Effective Date, as a representative of the estate pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code appointed for such purpose for the benefit of holders of Allowed Claims and Allowed Interests.

To the extent that certain Litigation Claims are filed by the Debtors, including the Wachovia Litigation, and are not resolved prior to the Effective Date, such Litigation Claims will be transferred to and vest in the Reorganized Debtors pursuant to the terms of the Plan. The Litigation Claims that will be transferred to and vest in the Reorganized Debtors pursuant to the terms of the Plan include specifically the following:²

a. Any and all claims and causes of action, including Litigation Claims, under state or federal law, including federal or state securities laws, against those persons or entities, who participated or had any involvement in, as transferor, transferee, recipient or otherwise, related to the sale, transfer, exchange or disposition of any property of the Debtors or any of their affiliates, any preferred stock, common stock, or equity or similar interests or securities in the Debtors or their affiliates or the products or proceeds thereof, including without limitation, under and pursuant to state preference and fraudulent conveyance laws and Sections 542 through 550 of the Bankruptcy Code.

b. Any and all claims and causes of action involving or in any way related to the collection of accounts receivables, notes receivables, loans receivables or other receivables owed to the Debtors.

c. Any and all claims and causes of action seeking to subordinate, equitably or otherwise Claims filed against the Estates, or to re-characterize such Claims as equity Interests in the Debtors.

IN ADDITION TO THE ABOVE, THE DEBTORS MADE CERTAIN PAYMENTS TO PERSONS AND ENTITIES BOTH WITHIN NINETY (90) DAYS PRIOR TO THE PETITION DATE AND WITHIN ONE (1) YEAR PRIOR TO THE PETITION DATE. ATTACHED

² Notwithstanding the specificity of the claims and causes of action described in this Disclosure Statement, nothing in the Plan or herein will limit or restrict in any way the rights of the Reorganized Debtors in connection with pursuing any and all Litigation Claims pursuant to the terms of the Plan.

HERETO AS EXHIBITS E AND F ARE LISTS OF THE PAYMENTS MADE WITHIN NINETY (90) DAYS AND ONE (1) YEAR PRIOR TO THE PETITION DATE, RESPECTIVELY. ALL SUCH PERSONS AND ENTITIES MAY BE SUBJECT TO CLAIMS AND CAUSES OF ACTION RELATED TO THE RECOVERY OF SUCH PAYMENTS, INCLUDING CLAIMS AND CAUSES OF ACTIONS UNDER AND PURSUANT TO SECTIONS 542 THROUGH 550 OF THE BANKRUPTCY CODE OR OTHERWISE.

Lastly, there may be claims and causes of action which currently exist or may subsequently arise that are not set forth specifically herein because the facts upon which such claims and causes of action rest are not fully or currently known by the Debtors. The failure to list any such claims or causes of action is not intended to limit the rights of the Reorganized Debtors to pursue such claims and causes of action at such time as the facts giving rise thereto become fully known.

Unless any of the above described claims and causes of action are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or by Final Order of the Bankruptcy Court, all such claims and causes of action are expressly reserved and preserved for later adjudication and, therefore, no preclusion doctrine, including without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to such claims and causes of action upon or after confirmation or consummation of the Plan.

Furthermore, notwithstanding any provision or interpretation to the contrary, nothing in the Plan or the Confirmation Order, including the entry thereof, shall be deemed to constitute a release, waiver, impediment, relinquishment or bar, in whole or in part, of or to any recovery rights or any other claim, right or cause of action, including Litigation Claims, possessed by the Debtors or the Debtors' Estates prior to the Effective Date.

ANY CREDITOR OR PARTY IN INTEREST VOTING ON THE PLAN SHOULD ASSUME IN CONNECTION WITH SUCH VOTE THAT LITIGATION CLAIMS EXIST AGAINST SUCH CREDITOR OR PARTY IN INTEREST AND THAT THE DEBTORS AND/OR REORGANIZED DEBTORS INTEND TO AND SHALL PURSUE SUCH LITIGATION CLAIMS.

G. Injunction and Other Limitations of Liability

1. Applicability of Injunction/Stay as to Assets of Estates/Exculpation

Unless otherwise provided under the Bankruptcy Code or herein, all injunctions or stays applicable to the Assets of the Estates, whether pursuant to Section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will remain in full force and effect with respect to the Reorganized Debtors and assets of the Reorganized Debtors. In addition, the Reorganized Debtors shall have the right to invoke the provisions of the Bankruptcy Code made applicable by the Plan to the Reorganized Debtors and all of the Bankruptcy Rules until the entry of a final decree closing this Chapter 11 Case.

Except as otherwise specifically provided in the Plan or the Confirmation Order or to enforce rights, claim and remedies provided under the Plan or the Confirmation Order, all Persons who have

held, hold or may hold Claims, rights, causes of action, liabilities or any equity Interests with respect to the Debtors or their Assets based upon any act or omission, transaction or other activity of any kind or nature that occurred or arose prior to the Effective Date, regardless of the filing, lack of filing, allowance or disallowance of such a Claim or Interest and regardless of whether such Person has voted to accept the Plan and any successors, assigns or representatives of the foregoing, will be precluded and permanently enjoined on and after the Effective Date from, on account of such Claims, rights, causes of action, liabilities or any equity Interests, (a) commencing or continuing in any manner any action or other proceedings against the Reorganized Debtors or any Reorganized Debtor Assets, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Reorganized Debtors or any Reorganized Debtor Assets, (c) creating, perfecting or enforcing any encumbrance of any kind against the Reorganized Debtors or any Reorganized Debtor Assets, and (d) asserting any Claims that are released hereby.

Neither the Debtors nor any Professionals engaged by the Debtors shall have or incur liability to any Person, including the holder of any Claim or Interest, for any act taken or omissions made in connection with the filing of this Chapter 11 Case, this Chapter 11 Case or the filing, negotiating, prosecuting, administering, formulating, implementing, confirming or consummating the Plan or the Assets to be distributed under the Plan, except to the extent that such act or failure to act constitutes gross negligence, willful misconduct or fraud. Further, the Reorganized Debtors shall not incur any liability to the Debtors, the holders of Claims and/or Interests, or to any person or entity for any act or failure to act in furtherance of the rights and obligations under the Plan, except to the extent that such act or failure to act constitutes gross negligence, willful misconduct or fraud.

2. Release of PNC Bank, as Successor to National City Bank

IN ADDITION TO THE ABOVE, AND AS MORE SPECIFICALLY SET FORTH IN THE NEW PNC LOAN DOCUMENTS, WHICH SHALL ULTIMATELY CONTROL, THE DEBTORS AND THE DEBTORS' ESTATES, ON THE EFFECTIVE DATE, SHALL FULLY AND FINALLY RELEASE AND BE DEEMED TO HAVE FULLY AND FINALLY RELEASED PNC BANK, TOGETHER WITH ITS AFFILIATES, PARENTS, SUBSIDIARIES AND ASSIGNS, OR ANYONE ACTING ON ITS BEHALF, AND THE RESPECTIVE ATTORNEYS, ADVISORS AND AGENTS OF ALL OF THEM, AND THE PRESENT AND FORMER EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS OF PNC BANK AND ITS AFFILIATES (COLLECTIVELY, THE "PNC PARTIES"), FROM AND AGAINST ALL CLAIMS, DEBTS, OBLIGATIONS, DEMANDS, LIABILITIES, SUITS, JUDGMENTS, DAMAGES, RIGHTS, AND CAUSES OF ACTION, WHATSOEVER, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, SECURED OR UNSECURED, FORESEEN OR UNFORESEEN, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, THAT THE DEBTORS OR THE DEBTORS' ESTATES HAS HAD, MAY NOW HAVE OR IN THE FUTURE MAY HAVE AGAINST PNC BANK AND/OR THE PNC PARTIES BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION OR EVENT THAT OCCURRED ON OR PRIOR TO THE EFFECTIVE DATE IN ANY WAY RELATING TO THE DEBTOR, THEIR ESTATES, THE CASES, THE PNC FORECLOSURE LITIGATION, THE PLAN OR THE DISCLOSURE STATEMENT, PROVIDED HOWEVER THAT THE RELEASE CONTAINED HEREIN SHALL NOT

RELEASE PNC BANK OR ANY OF THE PNC PARTIES FROM ANY OBLIGATIONS UNDER THE PLAN.**H. Alternatives to the Plan.**

If the Plan is not confirmed, then one alternative would be the conversion of this Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code, which would require the appointment of a Chapter 7 trustee to control the liquidation and distribution of all Assets of the Debtors and the Debtors' Estates. The Debtors believe that the conversion of this case to a Chapter 7 would materially adversely affect the timing and amount of the Distributions that would ultimately be made to holders of Allowed Claims and Allowed Interests, if applicable. Specifically, the Debtors believe that a Chapter 7 trustee, and any professionals engaged by the Chapter 7 trustee, will add additional and unnecessary administrative expense to the Estates, thereby reducing the amounts that could be distributed to holders of Allowed Claims and Allowed Interests. In addition, under the Plan, holder of Class LP-12 Convenience Claims and LP-13 Unsecured Claims will receive 100% on account of their Allowed Claims, which would otherwise be unavailable in a Chapter 7 or under a Chapter 11 Plan of Liquidation, particularly because the Debtors anticipate that holders of Allowed Secured Claims will have significant deficiency claims in a Chapter 7 scenario, which are not present under the Plan. In connection therewith, the Debtors refer all creditors and parties in interest to the Liquidation Analysis attached hereto as Exhibit C. As set forth in such Liquidation Analysis, the Debtors assert that there will be a distribution to general unsecured claims of approximately 7.6% in a Chapter 7 liquidation. In addition, holders of Secured Claims in Classes LP-2, LP-4, LP-5, LP-6, LP-7, LP-8, LP-9, LP-10, LP-11, Corp-2 and Corp-3 would only receive the liquidation value of their collateral plus a portion of their deficiency claim, instead of Restructured Debt Instruments providing for full payment of their Allowed Secured Claims.

The second alternative to the proposed Plan is the dismissal of this Chapter 11 Case. In that event, however, unsecured creditors of the Debtors would quickly file suit or continue with their pre-petition suits against the Debtors in various courts and PNC would continue the PNC Foreclosure Litigation. The Debtors submits that if PNC were permitted to foreclose on the Property, there would be no monies available for Distributions to holders of Claims in Classes LP-12 and LP-13. The court presiding over any particular court proceeding would not have jurisdiction over any other proceeding, and as a consequence each creditor would be free to undertake such collection activity, including lawsuits, as such creditor deemed appropriate, all in what would amount to a "race to the courthouse." These consequences are exactly the types of activities that the bankruptcy process is designed to avoid. It is only through the bankruptcy process that the Debtors' creditors can be treated in accordance with each creditor's respective rights.

A third alternative in the event the Plan is not confirmed is that the Debtors, a creditor or another party in interest could attempt to formulate and propose a different plan of reorganization or liquidation. Initially, in order for another party in interest to file an alternate plan, the Bankruptcy Court would have to terminate the Debtors' exclusive right to file a plan under Section 1121 of the Bankruptcy Code. The Debtors do not believe that an alternate plan under Chapter 11 of the Bankruptcy Code can be formulated that will provide for greater distributions to creditors than provided for under the Plan. Further, the Debtors believe that resolution of the issues in this Chapter 11 Case must be accomplished as soon as reasonably possible in order to preserve value for creditors. Any alternate plan would likely take significant time to formulate and propose, would

likely substantially increase the administrative expenses in the Estates as well as jeopardize any value that is being preserved for the benefit of creditors.

Collectively, these factors clearly evidence that the Debtors' proposed Plan is superior to a liquidation under Chapter 7 of the Bankruptcy Code, dismissal of the bankruptcy case or the filing of an alternate plan of reorganization or liquidation. The Debtors firmly believe that the Plan results in a fair balancing of all parties' rights, and again urges creditors to vote to accept the Plan.

I. Discharge

Commencing on the Effective Date, except as otherwise provided, all holders of Claims and Interests shall be precluded forever from asserting against the Debtors' Estates, the Reorganized Debtors or their respective assets, any other or further liabilities, lien obligations, claims or equity interest, arising or existing prior to the Effective Date, that was or could have been the subject of any Claim or Interest, whether or not allowed. As of the Effective Date, the Reorganized Debtors shall be discharged, released from and shall hold the assets received or retained by and pursuant to the Plan, free and clear of all liabilities, liens, claims or obligations or other claims of any nature of the Debtors or their Estates except as otherwise provided in the Plan.

J. Revesting of the Reorganized Debtor Assets

Except as otherwise provided in the Plan or the Confirmation Order, title to all of the Reorganized Debtor Assets will vest in the Reorganized Debtors, free and clear of all claims and interests on the Effective Date. After the Effective Date, the Reorganized Debtors may operate their business and may use, acquire and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, except as otherwise provided in the Plan or Confirmation Order. As of the Effective Date, the Debtors' Estates will be free and clear of all claims and interest, except as otherwise provided in the Plan or Confirmation Order.

K. Tax Analysis

1. In General

THE FOLLOWING DISCUSSION IS A SUMMARY OF CERTAIN MATERIAL FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN TO HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS, BUT IS NOT A COMPLETE DISCUSSION OF ALL SUCH CONSEQUENCES. CERTAIN OF THE CONSEQUENCES DESCRIBED BELOW ARE SUBJECT TO SUBSTANTIAL UNCERTAINTY DUE TO THE UNSETTLED STATE OF THE TAX LAW GOVERNING BANKRUPTCY REORGANIZATIONS. NO RULINGS HAVE BEEN OR WILL BE REQUESTED FROM THE INTERNAL REVENUE SERVICE ("IRS") WITH RESPECT TO ANY OF THE TAX ASPECTS OF THE PLAN. FURTHER, THE TAX CONSEQUENCES OF THE PLAN TO THE HOLDERS OF CLAIMS AND INTERESTS MAY VARY BASED UPON THE INDIVIDUAL CIRCUMSTANCES OR EACH HOLDER, AND MAY BE AFFECTED BY MATTERS NOT DISCUSSED BELOW, SUCH AS THE SPECIAL RULES APPLICABLE TO CERTAIN TYPES OF HOLDERS (INCLUDING PERSONS SUBJECT TO SPECIAL RULES, SUCH AS, FOR EXAMPLE, NONRESIDENT ALIENS, LIFE INSURANCE COMPANIES AND TAX-EXEMPT

ORGANIZATIONS). IN ADDITION, THERE MAY BE STATE, LOCAL, FOREIGN AND OTHER TAX CONSEQUENCES OF THE PLAN APPLICABLE TO PARTICULAR HOLDERS OF CLAIMS OR INTERESTS, NONE OF WHICH ARE DISCUSSED BELOW. THEREFORE, THE FOLLOWING SUMMARY IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES OF EACH HOLDER OF A CLAIM OR INTEREST, AND EACH HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTOR IS URGED TO CONSULT HIS, HER OR ITS TAX ADVISORS CONCERNING THE INDIVIDUAL TAX CONSEQUENCES OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING STATE, LOCAL AND FOREIGN TAX CONSEQUENCES.

2. Tax Consequences To Holders Of Claims

A portion of the consideration received pursuant to the Plan in payment of a Claim may be allocated to unpaid interest, and the remainder of the consideration will be allocated to the principal amount of the Claim. The tax consequences of the consideration allocable to the portion of a Claim related to interest differs from the tax consequences of the consideration allocable to the portion of a Claim related to principal.

3. Consideration Allocable To Interest

Holders of Claims will recognize ordinary income to the extent that any consideration received pursuant to the Plan is allocable to interest, and such income has not already been included in such Claim holder's taxable income. The determination as to what portion of the consideration received will be allocated to interest is unclear, and may be affected by, among other things, rules in the Internal Revenue Code relating to original issue discount and accrued market discount. Holders of Claims should consult their own tax advisors as to the amount of any consideration received under the Plan that will be allocated to interest.

If amounts allocable to interest are less than amounts previously included in the Claim holder's taxable income, the difference will result in a loss. Any amount not allocable to interest will be allocated to the principal amount of the Claim paid and discharged pursuant to the Plan, and will be treated as discussed below.

4. Consideration Allocable to Principal

Holders of Claims receiving cash generally will recognize gain or loss on the exchange equal to the difference between the holder's basis in the Claim and the amount of cash received that is not allocable to interest. The character of any recognized gain or loss will depend upon the status of the Creditor, the nature of the Claim in its hands and the holding period of such claim.

If a Creditor has treated a Claim as wholly or partially worthless and been allowed and received a tax benefit due to a bad debt deduction, the Claim holder will include the amount of cash received in income to the extent such cash exceeds the holder's remaining tax basis in the Claim.

Holders of Claims may be entitled to installment sales treatment or other deferral with respect to the distribution they receive subsequent to the Effective Date. Holders of Claims may already have claimed partial bad debt deductions with respect to their Claims. The IRS may take the

position that holders of Allowed Claims cannot claim an otherwise allowable further loss in the year in which their Claim is allowed because such claimants could receive further distributions. Thus, a holder of a Claim could be prevented from recognizing a loss until the time when its Claim has been liquidated and distributions have been completed. If a holder of a Claim is permitted to recognize a loss in the year of the Effective Date by treating the transaction as a "closed transaction" at such time, such holder may recognize income on any subsequent distribution.

5. Importance of Obtaining Independent Professional Tax Assistance.

THE FOREGOING IS INTENDED AS A SUMMARY ONLY, AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE FEDERAL, STATE AND LOCAL INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN ARE COMPLEX AND, IN SOME CASES, UNCERTAIN. SUCH CONSEQUENCES MAY ALSO VARY BASED ON THE PARTICULAR CIRCUMSTANCES OF EACH HOLDER OF AN ALLOWED CLAIM OR AN ALLOWED INTEREST. ACCORDINGLY, EACH HOLDER OF AN ALLOWED CLAIM AND ALLOWED INTEREST IS STRONGLY URGED TO CONSULT WITH HIS, HER OR ITS OWN TAX ADVISOR REGARDING THE FEDERAL, STATE AND LOCAL INCOME TAX AND OTHER TAX CONSEQUENCES UNDER THE PLAN.

L. Best Interest of Creditors Test

As noted above, even if a plan is accepted by each class of claims and interests, the Bankruptcy Code requires a bankruptcy court to determine that the plan is in the best interests of all holders of claims or interests that are impaired by the plan and that have not accepted the plan. The "best interests" test, as set forth in Section 1129(a)(7) of the Bankruptcy Code, requires a bankruptcy court to find either that all members of an impaired class of claims or interests have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated under Chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to holders of each impaired class of claims and interests if the debtor were liquidated under Chapter 7, a bankruptcy court must first determine the aggregate dollar amount that would be generated from the debtor's assets if its Chapter 11 case were converted to a Chapter 7 case under the Bankruptcy Code. This "liquidation value" would consist primarily of the proceeds from a forced sale of the debtor's assets by a Chapter 7 trustee.

The amount of liquidation value available to unsecured creditors would be reduced by, in this case, first, the claims of secured creditors to the extent of the value of their collateral and, second, by the costs and expenses of liquidation, as well as by other administrative expenses and costs of both the Chapter 7 case and the Chapter 11 case. Costs of liquidation under Chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as of counsel and other professionals retained by the trustee, asset disposition expenses, all unpaid expenses incurred by the debtors in its Chapter 11 case (such as compensation of attorneys, financial advisors, and accountants) that are allowed in the Chapter 7 cases, litigation costs, and claims arising from the operations of the debtor during the pendency of the Chapter 11 case. The liquidation itself would trigger certain priority payments that otherwise would be due in the ordinary course of business. Those priority claims

would be paid in full from the liquidation proceeds before the balance would be made available to pay general unsecured claims or to make any distribution in respect of equity security interests. Once the bankruptcy court ascertains the recoveries in liquidation of secured creditors and priority claimants, it must determine the probable distribution to general unsecured creditors and equity security holders from the remaining available proceeds in liquidation. If such probable distribution has a value greater than the distributions to be received by such creditors and equity security holders under the plan, then the plan is not in the best interests of creditors and equity security holders.

M. Liquidation Analysis

For purposes of the Best Interest Test, in order to determine the amount of liquidation value available to Creditors, the Debtors, prepared a consolidated liquidation analysis (the "Liquidation Analysis"), which concludes that in a Chapter 7 liquidation, holders of pre-petition unsecured Claims would receive less of a recovery than the recovery they would receive under the Plan. This conclusion is premised upon the assumptions set forth in the Liquidation Analysis, which the Debtors believes are reasonable. A liquidation analysis for the Estates is attached hereto as Exhibit C.

The Debtors filed a single liquidation analysis for ease of illustration. As stated above, there are no material assets of the Amerigrow Corp. Estate other than the Komatsu Excavator, which is subject to Komatsu's lien. Also, there are no members of Class Corp-1, Corp-3 or Corp-4 and the Interests in Class Corp-5 will be cancelled and extinguished as of the Effective Date. As such, the inclusion of Class Corp-2 treatment in the consolidated Liquidation Analysis makes a de minimis impact on the fact that creditors of both Debtors are severely disadvantaged in a Chapter 7 scenario as opposed to their proposed treatment under the Plan.

N. Feasibility of the Plan

In connection with confirmation of the Plan, the Bankruptcy Court will be required to determine that the Plan is feasible pursuant to Section 1129(a)(11) of the Bankruptcy Code, which means that the confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors. To support their belief in the feasibility of the Plan, the Debtors have relied upon the Projections, which are annexed to this Disclosure Statement as Exhibit D. The Projections indicate that the Reorganized Debtors should have sufficient cash flow to pay and service their debt obligations and to fund their operations. Accordingly, the Debtors believe that the Plan complies with the financial feasibility standard of Section 1129(a)(11) of the Bankruptcy Code.

The Projections are based on numerous assumptions, including confirmation and consummation of the Plan in accordance with its terms; realization of the operating strategy of the Reorganized Debtors; industry performance; no material adverse changes in applicable legislation or regulations, or the administration thereof, or generally accepted accounting principles; no material equipment purchases necessary; no material adverse changes in general business and economic conditions; no material adverse changes in competition; the Reorganized Debtors' retention of key management and other key employees; adequate financing; the absence of material contingent or unliquidated litigation, indemnity, or other claims; and other matters, many of which will be beyond the control of the Reorganized Debtors and some or all of which may not materialize.

To the extent that the assumptions inherent in the Projections are based upon future business decisions and objectives, they are subject to change. In addition, although they are presented with numerical specificity and are based on assumptions considered reasonable by the Debtors, the assumptions and estimates underlying the Projections are subject to significant business, economic, and competitive uncertainties and contingencies, many of which will be beyond the control of the Reorganized Debtors. Accordingly, the Projections are only estimates and are necessarily speculative in nature. It can be expected that some or all of the assumptions in the Projections will not be realized and that actual results will vary from the Projections, which variations may be material and are likely to increase over time. In light of the foregoing, readers are cautioned not to place undue reliance on the Projections. The Projections should be read together with section of this Disclosure Statement below entitled "Risk Factors," which sets forth important factors that could cause actual results to differ from those in the Projections.

O. Risk Factors

1. Introduction

This section summarizes some of the risks associated with the Plan and the Debtors' ability to comply with the terms of the Plan. However, this analysis is not exhaustive and must be supplemented by an evaluation of the Plan and this Disclosure Statement as a whole by each holder of a Claim or Interest with such holder's own advisors.

AS SUCH, HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT, PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN. THESE RISK FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN, ITS IMPLEMENTATION OR ITS SUCCESS.

2. Operational Risks of Reorganization

The Debtors face a number of risks with respect to their continuing business operations, including but not limited to the following: (i) their ability to improve profitability and generate positive operating cash flow; (ii) their ability to sustain occupancy volume; (iii) their ability to increase capital expenditures in the future to invest in the Property and other capital projects; (iv) their response to the entry of new competitors into their markets; (v) their ability to implement effective pricing and promotional programs; (vi) general economic conditions in their operating region, which may result in changes in consumer spending on housing; (vii) stability of product costs; (viii) increases in labor and employee benefit costs, such as health care expenses; and (ix) their ability to maintain access to sufficient capital.

Additionally, because the Debtors' operations are in Florida, it faces a number of risks related to possible hurricane and windstorm activity in their operating region. These risks include, but are not limited to, the Debtors' ability to (1) collect on the Debtors' insurance coverage for damage which may result, which is subject to, among other things, the solvency of the Debtors' insurance carriers, their approval of the Debtors' claims and the timing of claims processing and payment; (2) the Debtors' ability to fund losses and other costs in advance of receipt of insurance;

and (3) the Debtors' ability to operate from a location that may become inhabitable as a result of damage to the building and/or the surrounding area.

The Reorganized Debtors will face competition, which could harm their financial condition and results of operations. The Reorganized Debtors must compete based on product quality, variety and price, as well as location, service, convenience, and property condition. The Reorganized Debtors' ability to respond to the entry of new competitors into their markets represents an additional risk factor.

3. Bankruptcy Risks

(a) Risks Relating to Confirmation

For the Plan to be confirmed, each impaired Class of creditors and holders of Interests is given the opportunity to vote to accept or reject the Plan, except for those Classes which will not receive any distribution under the Plan and which are, therefore, presumed to have rejected the Plan.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan.

If one or more of the impaired Classes vote to reject the Plan, then the Debtors may request that the Bankruptcy Court confirm the Plan by application of the "cramdown" procedures available under Section 1129(b) of the Bankruptcy Code. There can be no assurance, however, that the Debtors will be able to use the cramdown provisions of the Bankruptcy Code to achieve Confirmation of the Plan.

If the Plan were not to be confirmed, it is unclear what Distribution holders of Claims and Interests ultimately would receive with respect to their Claims and Interests. If an alternative plan could not be agreed to, it is likely that, pursuant to the liquidation analysis attached hereto as Exhibit C, that holders of Claims and Interests would receive less than they would have received pursuant to this Plan.

Any objection to the Plan by a member of a class of Claims or Interests could also either prevent Confirmation of the Plan or delay such Confirmation for a significant period of time.

(b) Other Bankruptcy Risks

If Administrative Claims or Priority Claims are determined to be Allowed in amounts greatly exceeding the Debtors' estimates, then there may be inadequate Cash or other property available on the Effective Date to pay such Claims under the Plan, and the Plan would not become effective. The Debtors believe, however, that they will have sufficient Cash to satisfy such Administrative and Priority Claims.

P. Exemption from Stamp or Similar Taxes.

Pursuant to Section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of any security or the making or delivery of any instrument of transfer under this Plan may not be taxed under any law imposing a stamp tax, use tax, sales tax or similar tax. Any sale of any Asset

occurring before, after or upon the Effective Date, be deemed to be in furtherance of this Plan.

Q. CONCLUSION

THE DEBTORS URGE ALL CREDITORS AND PARTIES IN INTEREST TO STUDY THE DISCLOSURE STATEMENT AND TO REVIEW THE PLAN CAREFULLY, TO VOTE ON THE PLAN AND FILE THE BALLOT IN ACCORDANCE WITH THE INSTRUCTIONS ON THE ENCLOSED BALLOT.

Respectfully submitted this 12th day of May 2010.

AMERIGROW RECYCLING – DELRAY, LIMITED PARTNERSHIP

By: _____
Janet Tomlinson, President of Amerigrow Corp., General Partner

AMERIGROW RECYCLING CORP.

By: _____
Janet Tomlinson, President

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Exhibit A
(Plan of Reorganization)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
West Palm Beach Division
www.flsb.uscourts.gov

In re:

AMERIGROW RECYCLING – DELRAY,
LIMITED PARTNERSHIP, et al.¹.

Case No. 09-34122-BKC-EPK

Chapter 11
(Jointly Administered)

DEBTORS' FIRST AMENDED JOINT PLAN OF REORGANIZATION

Dated: May 12, 2010

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¹ The jointly administered debtors are: Amerigrow Recycling – Delray, Limited Partnership and its general partner, Amerigrow Recycling Corp.

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INTRODUCTION

Amerigrow Recycling – Delray, Limited Partnership and its general partner, Amerigrow Recycling Corp., the debtors and debtors in possession (the “Debtors”), hereby propose their First Amended Joint Plan of Reorganization (the “Plan”) pursuant to Section 1121 of the United States Bankruptcy Code.

Reference is made to the First Amended Disclosure Statement (the “Disclosure Statement”) accompanying this Plan for a discussion of, among other things, the Debtors’ history, business, events leading up to these Chapter 11 Cases, treatment of Claims against and Interests in the Debtors, preservation of Claims and causes of action, risk factors, liquidation analysis, tax implications, alternatives to the Plan, a summary and analysis of this Plan and certain related matters.

ALL HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE HEREON ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.

SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN SECTION 1127 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3018 AND IN THIS PLAN, THE DEBTORS RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THIS PLAN PRIOR TO CONFIRMATION OF THE PLAN OR ITS SUBSTANTIAL CONSUMMATION.

ARTICLE I

DEFINITIONS

A. Scope of Definitions. For purposes of this Plan and to the extent not otherwise provided herein, the terms below shall have the respective meanings hereinafter set forth and designated with the initial letter of each word being capitalized and, unless otherwise indicated, the singular shall include the plural, the plural shall include the singular and capitalized terms shall refer to the terms as defined in this Article.

1. **“Administrative Claim”** shall mean a Claim against the Estates of either Debtors allowed by order of the Bankruptcy Court pursuant to Section 503(b) and entitled to priority under Section 507(a)(1) or 507(b) of the Bankruptcy Code, including, without limitation: (i) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Debtors’ Estates and of operating the business of the Debtors; (ii) any payment to be made under this Plan to cure a default on an executory contract or unexpired lease that is assumed pursuant to Section 365 of the Bankruptcy Code, (iii) any post-Petition Date cost, indebtedness or contractual obligation duly and validly incurred or assumed by the Debtors in the ordinary course of business, (iv) compensation or reimbursement of expenses of Professionals to the extent allowed by the Bankruptcy Court under Section 330(a) or Section 331 of the Bankruptcy Code, (v) all Allowed Claims that are entitled to be

treated as Administrative Claims pursuant to a Final Order of the Bankruptcy Court, including under Section 546(c)(2)(A) of the Bankruptcy Code, and (vi) all fees and charges assessed against the Debtors' Estates pursuant to 28 U.S.C. §1930(a).

2. **"Administrative Claims Bar Date"** shall mean the last date to request payment of Administrative Claims, as set by order of the Bankruptcy Court, other than with respect to (a) Claims of Professionals or other Persons requesting compensation or reimbursement of expenses pursuant to Sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code for services rendered on or before the Effective Date (including any compensation requested by any professional or any other Person for making a substantial contribution in the Chapter 11 Case), and (b) liabilities incurred by the Debtors after the Administrative Claims Bar Date but before the Effective Date.

3. **"Allowed Administrative Claim"** shall mean all or that portion of an Administrative Claim which has been allowed by a Final Order of the Bankruptcy Court.

4. **"Allowed Claim"** shall mean a Claim: (a) (i) proof of which was timely and properly filed on or before the Bar Date or the Administrative Claims Bar Date, as applicable, (ii) proof of which was deemed filed pursuant to Section 1111(a) of the Bankruptcy Code, or (iii) if no such proof was filed or deemed filed, such Claim has been or hereafter is listed by the Debtors on their Schedules filed under Section 521(1) of the Bankruptcy Code as liquidated in amount and not disputed or contingent and, in any case, as to which (A) no objection to the allowance thereof has been or is interposed, or (B) any such objection has been settled, withdrawn or determined by a Final Order, (b) based on an application of a Professional under Section 330, Section 331, or Section 503 of the Bankruptcy Code for allowance of compensation and reimbursement of expenses in the Chapter 11 Case, to the extent such application is approved by a Final Order; or (c) expressly allowed under this Plan or the Confirmation Order. Unless otherwise specified herein or by order of the Bankruptcy Court, "Allowed Claim" shall not include interest on such Claim for the period from and after the Petition Date.

5. **"Allowed Interest"** shall mean an Interest which has been allowed by a Final Order of the Bankruptcy Court.

6. **"Allowed Priority Claim"** shall mean a Priority Claim which has been allowed by a Final Order of the Bankruptcy Court.

7. **"Allowed Secured Claim"** shall mean a Secured Claim which has been allowed by a Final Order of the Bankruptcy Court.

8. **"Allowed Unsecured Claim"** shall mean an Unsecured Claim which has been allowed by a Final Order of the Bankruptcy Court.

9. **"Amerigrow Corp."** shall mean Amerigrow Recycling Corp., a New York corporation with its principal place of business in Delray Beach, Florida. Amerigrow Corp. is owned 50% by Janet Tomlinson and 50% by Silvia Kearney. Amerigrow Corp. is the general partner of Amerigrow LP and owns 15% of the Interests therein.

10. **“Amerigrow LP”** shall mean Amerigrow Recycling – Delray, Limited Partnership, a New York limited partnership with its principal place of business in Delray Beach, Florida. Amerigrow LP has two limited partners: Janet Tomlinson, who owns a 37.5% interest in the limited partnership, and Mulchmaker, LLC, which owns a 47.5% interest. The general partner of Amerigrow LP is Amerigrow Corp., which owns the remaining 15% interest in Amerigrow LP.

11. **“Assets”** shall mean all property of the Estates under Section 541 of the Bankruptcy Code, including, without limitation, all legal or equitable interests of the Debtors in any and all real or personal property of any nature, including any real estate, buildings, structures, improvements, privileges, rights, easements, leases, subleases, licenses, goods, inventory, materials, supplies, furniture, fixtures equipment, work in process, accounts, chattel paper, Cash, deposit accounts, reserves, deposits, contractual rights, intellectual property rights, Claims, Litigation Claims and any other general intangibles, and the proceeds, product, offspring, rents or profits thereof.

12. **“Available Cash”** shall mean: (i) with respect to the initial Distribution to holders of Allowed Claims under the Plan, that portion of the amount of Cash then on deposit in the Reorganized Debtors determined by the Reorganized Debtors, in the exercise of their reasonable business judgment after accounting for the Disputed Claims Fund, to be available for Distribution to such holders of Allowed Claims under the terms of the Plan; and (ii) with respect to each subsequent Distribution under the Plan to holders of Allowed Claims, that portion of the amount of Cash then on deposit in the Reorganized Debtors and determined by the Reorganized Debtors, in the exercise of their reasonable business judgment after accounting for the Disputed Claims Fund, to be available for Distribution to the holders of Allowed Claims on each Distribution Date pursuant to the terms of the Plan.

13. **“Ballot”** shall mean the ballot accompanying the Disclosure Statement upon which holders of impaired Claims entitled to vote on this Plan shall indicate their acceptance or rejection of this Plan in accordance with the instructions regarding voting.

14. **“Bankruptcy Code”** shall mean Title 11 of the United States Code, 11 U.S.C. § 101, *et. seq.*, in effect as of the Petition Date, together with all amendments and modifications thereto to the extent applicable to this Chapter 11 Case.

15. **“Bankruptcy Court”** shall mean the United States Bankruptcy Court for the Southern District of Florida, or such other court as may hereafter have jurisdiction over this proceeding.

16. **“Bankruptcy Rules”** shall mean (a) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under Section 2075 of title 28 of the United States Code, (b) the Federal Rules of Civil Procedure, as amended and promulgated under Section 2072 of title 28 of the United States Code, (c) the Local Rules of the United States Bankruptcy Court for the Southern District of Florida, and (d) any standing orders governing practice and procedure issued by the Bankruptcy Court, each as in effect on the Petition Date, together with all amendments and modifications thereto to the extent applicable to this Chapter 11 Case or proceedings herein, as the case may be.

17. **“Bar Date”** shall mean January 31, 2010, the last date for creditors and holders of Interests to file proofs of Claims or Interests in this Chapter 11 Case, provided however that with respect to governmental units, the Bar Date shall be 180 days after the Petition Date.

18. **“Business Day”** shall mean any other day other than a Saturday, Sunday, or “legal holiday” as such term is defined in Bankruptcy Rule 9006(a).

19. **“Cash”** shall mean money, currency and coins, negotiable checks, balances in bank accounts and other lawful currency of the United States of America and its equivalents.

20. **“Cash Collateral Motion”** shall mean that certain Motion, dated November 2, 2009, for the Entry of an Order (A) Authorizing the Debtors (1) to Use Cash Collateral on an Interim Basis Pursuant to 11 U.S.C. § 363, and (2) to Provide Adequate Protection in Connection Therewith and Pursuant to 11 U.S.C. § 363, and (B) Setting a Final Hearing Pursuant to Bankruptcy Rule 4001 [D.E. #9].

21. **“Cash Collateral Order”** shall mean, collectively, the Interim Order (1) Authorizing The Debtors To Use Cash Collateral, (2) Granting Adequate Protection, (3) Setting Further Hearing dated November 5, 2009 [D.E. #37]; the Agreed Interim Order (1) Authorizing The Debtors To Use Cash Collateral, (2) Granting Adequate Protection, (3) Setting Further Hearing dated December 7, 2009 [D.E. #76], the Agreed Interim Order (1) Authorizing The Debtors To Use Cash Collateral, (2) Granting Adequate Protection, (3) Setting Further Hearing dated January 15, 2010 [D.E. #115], and the Final Order (1) Authorizing The Debtors To Use Cash Collateral, (2) Granting Adequate Protection, (3) Setting Further Hearing dated February 12, 2010 [D.E. #130].

22. **“Chapter 11 Case”** shall mean, collectively, the proceedings under Chapter 11 of the Bankruptcy Code for the reorganization of the Debtors, each of which were commenced in the Bankruptcy Court in the Southern District of Florida on November 2, 2010 and jointly administered under the lead case number 09-34122-BKC-EPK.

23. **“Claim”** shall mean any claim, as that term is defined in Section 101(5) of the Bankruptcy Code, including, without limitation, any claim of right to payment, liquidated, unliquidated, contingent, matured, unmatured, disputed or undisputed, legal, equitable, secured or unsecured.

24. **“Claimant”** shall mean any Person who asserts a Claim in this Chapter 11 Case.

25. **“Claim Objection Deadline”** shall mean the date set by order of the Bankruptcy Court (without notice or hearing) for objecting to Claims against the Estates.

26. **“Class or Classes”** shall mean each class or classes of creditors or holders of Interests classified under the Plan pursuant to Section 1122 of the Bankruptcy Code.

27. **“Confirmation”** shall mean the entry of an order of the Bankruptcy Court confirming the Plan in accordance with Section 1129 of the Bankruptcy Code.

28. **“Confirmation Date”** shall mean the date on which the Confirmation Order is entered on the computerized docket maintained by the clerk of the Bankruptcy Court.

29. **“Confirmation Hearing”** shall mean the hearing conducted by the Bankruptcy Court under Section 1128 of the Bankruptcy Code wherein the Bankruptcy Court shall consider confirmation of this Plan, in accordance with Section 1129 of the Bankruptcy Code, as the same may be continued from time to time.

30. **“Confirmation Order”** shall mean the order of the Bankruptcy Court confirming this Plan pursuant to Section 1129 of the Bankruptcy Code.

31. **“Convenience Claim”** means any Unsecured Claim (a) in an amount equal to or less than \$2,200 or (b) with respect to which the Person holding such Unsecured Claim has made the Convenience Class Election.

32. **“Convenience Class Election”** means the election by a Person holding an Unsecured Claim to reduce its Allowed Claim, in its entirety, to \$2,200, and to thereby receive treatment in Class LP-12. The Convenience Class Election may be made by submitting a properly completed ballot to the Debtors on or before the Voting Deadline.

33. **“Debtors”** shall mean, collectively, Amerigrow Recycling – Delray, Limited Partnership and Amerigrow Recycling Corp.

34. **“Disclosure Statement”** shall mean the Disclosure Statement and exhibits thereto that relate to this Plan and prepared pursuant to Section 1125 of the Bankruptcy Code, as amended, modified or supplemented from time to time, which has been approved by the Bankruptcy Court and which is distributed to holders of Claims and Interests with this Plan.

35. **“Disputed Claim”** shall mean all Claims: (a) which are listed in the Schedules as disputed, contingent or unliquidated or (b) as to which (i) a proof of Claim has been filed, (ii) an objection, or request for estimation, has been timely filed (and not withdrawn) by any party in interest, and (iii) no Final Order has been entered thereon. In the event that any part of a Claim is disputed, such Claim in its entirety shall be deemed to constitute a Disputed Claim for purposes of distribution under this Plan unless a Final Order has been entered allowing such Claim. Without limiting any of the above, a Claim that is the subject of a pending objection, motion, complaint, counterclaim, setoff, avoidance action, Litigation Claim or other defense, or any other proceeding seeking to disallow, subordinate or estimate such Claim, shall be deemed to constitute a Disputed Claim.

36. **“Disputed Claims Fund”** shall mean the reserve created and established by the Reorganized Debtors on the books and records of the Reorganized Debtors in accordance with the provisions of this Plan for the purposes of accounting for Distributions to holders of Disputed Claims in the Estates pending the determination and allowance, if applicable, thereof by Final Order of the Bankruptcy Court. Any unused amounts accounted for in the Disputed Claims Fund shall

become Available Cash under the Plan, including for Distribution to holders of Allowed Claims in accordance with the terms of the Plan.

37. **“Distribution”** shall mean each distribution of Available Cash to holders of Allowed Claims (including to the Disputed Claims Fund) pursuant to and under the terms of this Plan by the Reorganized Debtors on each Distribution Date, the first of which shall occur as provided herein on or before ten (10) days after the Effective Date.

38. **“Distribution Date”** shall mean: (i) with respect to the initial Distribution pursuant to the Plan by the Reorganized Debtors, on or before ten (10) days after the Effective Date, provided that with respect to Disputed Claims, the initial Distribution thereon shall be made to the Disputed Claims Fund; and (ii) with respect to each subsequent Distribution by the Reorganized Debtors, the dates determined in the reasonable business judgment of the Reorganized Debtors, provided however that no Distribution shall be made unless Available Cash exists in excess of any reserves determined to be appropriate by the Reorganized Debtors, and those amounts reserved for Distributions on Disputed Claims in the Disputed Claims Fund.

39. **“Effective Date”** shall mean the date which is fourteen (14) days after the date the Confirmation Order is entered on the Bankruptcy Court’s computerized docket by the clerk of the Bankruptcy Court, or the first Business Day thereafter.

40. **“Estates”** shall mean the estate of the Debtors created under and pursuant to Section 541 of the Bankruptcy Code on the Petition Date.

41. **“Executory Contracts”** shall mean all contracts, oral or written, to which the Debtors is a party and which are executory within the meaning of Section 365 of the Bankruptcy Code.

42. **“Final Order”** shall mean an order or judgment of the Bankruptcy Court which has not been reversed, stayed, modified or amended and: (i) as to which the time to appeal or seek reconsideration or rehearing thereof has expired; (ii) in the event of a motion for reconsideration or rehearing is filed, such motion shall have been denied by an order or judgment of the Bankruptcy Court; or (iii) in the event of an appeal is filed and pending, a stay pending appeal has not been entered, provided however that with respect to an order or judgment of the Bankruptcy Court allowing or disallowing a Claim, such order or judgment shall have become final and non-appealable. Provided further that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or analogous rule under the Bankruptcy Rules, may be filed with respect to such order or judgment shall not cause such order or judgment not to be a Final Order.

43. **“GJB”** shall mean Genovese Joblove & Battista, P.A., the Debtors’ court-approved general bankruptcy counsel.

44. **“Impairment”** or **“Impaired”** shall have the meaning under Section 1124 of the Bankruptcy Code.

45. **“Insider”** shall have the meaning set forth in Section 101(31) of the Bankruptcy Code.

46. **“Interest”** shall mean any “equity security” interest in the Debtors, as the term is defined in Section 101(16) of the Bankruptcy Code, exclusive of any such interests held in treasury by the Debtors, which Interests are identified in the Schedules filed by the Debtors in this Chapter 11 Case and/or registered in the stock registers maintained by or on behalf of the Debtors, and as to which Interest no objection has been made or which Interest has been allowed by a Final Order.

47. **“Janet Tomlinson”** is the President and Secretary of Amerigrow Recycling Corp. Ms. Tomlinson is a limited partner of Amerigrow LP, owning a 37.5% interest. Ms. Tomlinson also owns 50% of the Interests of Amerigrow Corp.

48. **“Lien”** shall mean any valid and undisputed mortgage, lien, charge, security interest, encumbrance or other security device of any kind affecting any Asset of the Debtors or the Debtors’ Estates.

49. **“Litigation Claims”** shall mean any and all Claims, choses in action, causes of action suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payments and claims, whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured and whether assertable directly or derivatively, in law, equity or otherwise, which are owned or held by, or have accrued to, the Debtors or the Estates, whether arising before or after the Petition Date, including without limitation, those which are: (i) property of the Estates of the Debtors under and pursuant to Section 541 of the Bankruptcy Code; (ii) for subrogation and contribution; (iii) for turnover; (iv) for avoidable transfers and preferences under and pursuant to Sections 542 through 550 and 553 of the Bankruptcy Code and applicable state law; (v) to determine the extent, validity and priority of liens and encumbrances; (vi) for surcharge under Section 506(c) of the Bankruptcy Code; (vii) for subordination under Section 510 of the Bankruptcy Code; (viii) related to federal or state securities laws; (ix) direct or derivative claims or causes of action of any type or kind; (x) for professional malpractice against professionals employed by the Debtors; (xi) against any and all current and/or former officers and directors of the Debtors, including for breach of fiduciary duty; (xii) under and pursuant to any policies of insurance maintained by the Debtors, including without limitation, the directors’ and officers’ liability insurance policy; (xiii) for theft of corporate opportunity; (xiv) for collection on accounts, accounts receivables, loans, notes receivables or other rights to payment; (xv) for the right to seek a determination by the Bankruptcy Court of any tax, fine or penalty relating to a tax, or any addition to a tax, under Section 505 of the Bankruptcy Code; (xvi) which arise under or as a result of any section of the Bankruptcy Code, including Section 362; (xvii) for lender liability against any lender of the Debtors, including but not limited to claims against any such lender for exerting excessive or unreasonable control over the Debtors, for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate, for any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, or any cause of action or defense based on the negligence of such lender, for any “lender liability” theories, breach of funding commitment, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, malpractice, violations of the

Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantage, breach of contract, fraud, mistake, deceptive trade practices, libel, slander, conspiracy, fraudulent conveyance, or any claim for wrongfully taking any action in connection with the foregoing; and (xviii) to the extent not otherwise set forth above, as described in the Disclosure Statement.

50. **“Monthly Operating Reports”** shall mean the monthly financial reports filed by the Debtors during this Chapter 11 Case.

51. **“Mulchmaker, LLC”** is a limited partner of Amerigrow LP owning a 47.5% interest. Mulchmaker is owned by: (i) BPK Trust (55.78%); (ii) Michael Kearney Roth IRA (17.8%); (iii) Silvia Kearney Roth IRA (14.58%); William Kearney Roth IRA (5%); Paul Kearney Roth IRA (4.29%); and Kathryn Kearney Roth IRA (3.17%).

52. **“New Equity Interests”** shall mean one hundred percent (100%) of the ownership interests in Amerigrow Corp. to be issued and certificated, but not delivered, to Janet Tomlinson (50%) and Silvia Kearney (50%), or their designees, on the Effective Date. The New Equity Interests shall remain in escrow and not be released until all non-Insider Holders of Unsecured Claims in Classes LP-13 and Corp-3 are paid in full pursuant to this Plan.

53. **“New Partnership Interests”** shall mean one hundred percent (100%) of the ownership interests in Amerigrow LP to be issued and certificated, but not delivered, to Janet Tomlinson (37.5%) and Mulchmaker (47.5%), as limited partners, and Amerigrow Corp (15%) as general partner, or their designees, on the Effective Date. The New Partnership Interests shall remain in escrow and not be released until all non-Insider Holders of Unsecured Claims in Classes LP-13 and Corp-3 are paid in full pursuant to this Plan.

54. **“New PNC Loan Documents”** shall mean, collectively, those certain Loan Documents attached to the Plan as Exhibits A, B, C and D, that shall be delivered by the Reorganized Debtors to PNC on the Effective Date with respect to the Allowed Class LP-2 Secured Claim.

55. **“Objection”** shall mean any objection, application, motion, complaint or any other legal proceeding, including, with respect to the terms of this Plan, seeking, in whole or in part, to disallow, determine, liquidate, classify, reclassify or establish the priority, expunge, subordinate or estimate any Claim (including the resolution of any request for payment of any Administrative Claim) or Interest other than an Allowed Claim or an Interest.

56. **“Person”** shall mean an individual, corporation, partnership, limited liability company, joint venture, trust, estate, unincorporated association, unincorporated organization, governmental entity, or political subdivision thereof, or any other entity.

57. **“Petition Date”** shall mean November 2, 2009, the date this Chapter 11 Case was commenced.

58. **“Plan”** shall mean this plan of reorganization in its entirety, together with all addenda, exhibits and schedules in its present form or as it may be modified, amended or supplemented from time to time.

59. **“PNC Foreclosure Litigation”** shall mean the state litigation commenced in Palm Beach County Circuit Court by National City to foreclosure on the Property.

60. **“Priority Claim”** shall mean a Claim entitled to priority under Section 507(a)(3)-(7) and (9) of the Bankruptcy Code.

61. **“Priority Tax Claim”** shall mean a Claim entitled to priority under Section 507(a)(8) of the Bankruptcy Code.

62. **“Professionals”** shall mean a Person (a) employed in the Chapter 11 Case pursuant to a Final Order in accordance with Sections 327, 363 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to Sections 327, 328, 329, 330, 331 and 363 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to Section 503(b)(4) of the Bankruptcy Code.

63. **“Property”** shall mean its Delray Beach, Florida facility, which is located at 10320 West Atlantic Avenue, Delray Beach, Florida 33446. Amerigrow LP owns the Property, which consists of three parcels of land totaling 59.94 acres, located within a special land use and zoning district known as the Agricultural Reserve.

64. **“Rejection Claim”** shall mean a Claim arising under Section 502(g) of the Bankruptcy Code from the rejection under Section 365 of the Bankruptcy Code, or under this Plan, of an Executory Contract or unexpired lease which the Debtors have not assumed.

65. **“Reorganized Debtors”** means the reorganized Debtors on or after the Effective Date.

66. **“Reorganized Debtor Assets”** shall mean all property of the Estates under Section 541 of the Bankruptcy Code, including, without limitation, all legal or equitable interests of the Debtors in any and all real or personal property of any nature, including any real estate, buildings, structures, improvements, privileges, rights, easements, leases, subleases, licenses, goods, inventory, consigned inventory acquired by the Debtors pre-petition, materials, supplies, furniture, fixtures, equipment, work in process, accounts, chattel paper, Cash, deposit accounts, reserves, deposits, contractual rights, intellectual property rights, Litigation Claims, and any other general intangibles, and the proceeds, product, offspring, rents or profits thereof. For avoidance of doubt, the Debtors are not seeking substantive consolidation under this Joint Plan. Where appropriate, the term Reorganized Debtor Assets, shall only mean the respective Reorganized Debtor’s Assets and shall not be aggregate so as to imply substantive consolidation.

67. **“Restructured Loan Instrument”** shall mean shall mean those certain debt instruments to be delivered in satisfaction of certain Allowed Secured Claims.

68. **“Schedules”** shall mean the Schedules and Statement of Financial Affairs filed by the Debtors pursuant to Sections 521(1) and 1106(a)(2) of the Bankruptcy Code, as amended and supplemented.

69. **“Secured Claim”** shall mean a Claim which, as of the Effective Date of the Plan and, if necessary, pursuant to a valuation by the Bankruptcy Court pursuant to Section 506(a) of the Bankruptcy Code, is secured by a valid, enforceable and perfected mortgage, lien, security interest or other encumbrance of any kind against Assets of the Estates, and which is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law, provided however, that the amount of any Secured Claim shall not exceed the value of the Assets securing such Secured Claim pursuant to section 506(a) of the Bankruptcy Code.

70. **“Silvia Kearney”** is the Vice-President, Assistant Secretary and Treasurer of Amerigrow Corp. Ms. Kearney owns 50% of the Interests of Amerigrow Corp.

71. **“Unsecured Claim”** shall mean any Claim against the Debtors’ Estates, but not including an Administrative Claim, a Post-Confirmation Administrative Claim, a Priority Claim, a Secured Claim or a Priority Tax Claim.

72. **“Unclaimed Property”** shall mean any distribution of Cash or any other property made to the holder of an Allowed Claim pursuant to this Plan that (a) is returned to the Reorganized Debtors as undeliverable and no appropriate forwarding address is received within the later of (i) 90 days after the Effective Date and (ii) 90 days after such attempted Distribution by the Reorganized Debtors is made to such holder or (b) in the case of a distribution made in the form of a check, is not negotiated within 90 days and no request for re-issuance is made. Except as provided in the Plan, Unclaimed Property shall remain with the Reorganized Debtors and not be redistributed to holders of Allowed Claims.

B. Rules of Interpretation. Any term used but not defined herein shall have the meaning given to it by the Bankruptcy Code or the Bankruptcy Rules, if used therein. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Plan as a whole, not to a particular section, subsection, paragraph, subparagraph or clause, unless the context requires otherwise. Whenever it appears appropriate from the context, each term stated in the singular or the plural includes the singular and the plural, and each pronoun stated in the masculine, feminine or neuter includes the masculine, feminine and the neuter. All captions and headings to articles and paragraphs of the Plan are inserted for convenience and reference only and are not intended to be a part or to affect the interpretation of the Plan. Any rules of construction set forth in Section 102 of the Bankruptcy Code shall apply, unless superceded herein or in the Confirmation Order. In computing any period of time prescribed or allowed by this Plan, unless otherwise expressly provided, the provisions of the Bankruptcy Rule 9006(a) shall apply.

ARTICLE II

TREATMENT OF ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS AND UNITED STATES TRUSTEE'S FEES

The following Administrative Claims, Priority Tax Claims and United States Trustee's Fees are not Impaired under the Plan and will be treated as follows:

1. Administrative Claims. The holders of Allowed Administrative Claims against the Estates (with the exception of the Professionals employed pursuant to Sections 327, 503(b)(3) and (4) and 1102 of the Code, who will be paid 100% of the amount allowed of such Administrative Claims by the Bankruptcy Court upon application to the Bankruptcy Court prior to the bar date for filing such applications and entry of an order(s) thereon) shall be paid 100% of their Allowed Administrative Claims in Cash, unless otherwise ordered by the Bankruptcy Court, upon the earlier to occur of: (i) the later of the Effective Date or the date of a Final Order allowing such Administrative Claim; (ii) for Allowed Administrative Claims that represent liabilities incurred by the Debtors in the ordinary course of business during this Chapter 11 Case, the date on which each such Claim becomes due in the ordinary course of the Debtors' business and in accordance with the terms and conditions of any agreement relating thereto; or (iii) upon such other dates and terms as may be agreed upon by the holder of any such Allowed Administrative Claim and the Debtors or the Reorganized Debtors.

2. Priority Tax Claims. Each holder of an Allowed Priority Tax Claim under Section 507(a)(8) of the Code shall be paid 100% of such Allowed Priority Tax Claim in Cash on the later to occur of: (i) the Effective Date; (ii) the date such Allowed Priority Tax Claim is allowed by a Final Order of the Bankruptcy Court, or (iii) such other dates and upon such other terms as determined by the Bankruptcy Court or agreed to by the Debtors or the Reorganized Debtors (as the case may be) and the holder of such Allowed Priority Tax Claim.

3. United States Trustee's Fees. The Debtors shall pay the U.S. Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) on the Effective Date, and simultaneously provide to the U.S. Trustee an appropriate affidavit indicating Cash disbursements for all relevant periods; notwithstanding anything contained in the Plan to the contrary, the Reorganized Debtors shall further pay the U.S. Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) for post-confirmation periods within the time periods set forth in 28 U.S.C. §1930(a)(6) until the earlier of the closing of this case by the issuance of a Final Decree by the Bankruptcy Court, or upon entry of an order of this Bankruptcy Court dismissing the case, or converting this case to another chapter under the United States Bankruptcy Code, and the Reorganized Debtors shall provide to the U.S. Trustee, upon the payment of each post-confirmation payment, a quarterly report and appropriate affidavit indicating income and disbursements for the relevant periods. To date, the Debtors have paid all fees due and owing to the Office of the United States Trustee, and the Debtors or Reorganized Debtors, as applicable, anticipates paying all such fees through confirmation of the Plan and thereafter as provided herein.

ARTICLE III

CLASSIFICATION OF CLAIMS AND INTERESTS

A. Generally.

Pursuant to Section 1122 of the Bankruptcy Code, set forth below is a designation of the Classes of Claims and Interests in each of the Debtors. A Claim or Interest is placed in a particular Class only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and such Claim or Interest has not been paid, released, or otherwise settled or paid prior to the Effective Date. In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims of the kinds specified in Sections 507(a)(1) and 507(a)(8) of the Bankruptcy Code have not been classified, are deemed not to be Impaired and are treated as set forth in Article II above.

B. Classification.

For purposes of this Plan, the Classes of Claims and Interests for Amerigrow LP shall be classified as follows:

- a. Class LP-1: Allowed Priority Claims.
- b. Class LP-2: Allowed Secured Claim of PNC.
- c. Class LP-3: Allowed Secured Claim of Fifth Third Bank.
- d. Class LP-4: Allowed Secured Claims of Wells Fargo.
- e. Class LP-5: Allowed Secured Claims of Alter Moneta.
- f. Class LP-6: Allowed Secured Claims of Colonial Pacific.
- g. Class LP-7: Allowed Secured Claims of GECC.
- h. Class LP-8: Allowed Secured Claims of Turner.
- i. Class LP-9: Allowed Secured Claims of Ford Motor Credit.
- j. Class LP-10: Allowed Secured Claims of Kubota.
- k. Class LP-11: Allowed Other Secured Claims.
- l. Class LP-12: Allowed Convenience Claims.
- m. Class LP-13: Allowed Unsecured Claims.
- n. Class LP-14: Allowed Interests.

Classes LP-2, LP-3, LP-4, LP-5, LP-6, LP-7, LP-8, LP-9, LP-10, LP-11, LP-13 and LP-14 are Impaired under the Plan. Classes LP-1 and LP-12 are not Impaired under the Plan. As such, Classes LP-1 and LP-12 are deemed to have accepted the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Class LP-14 is not expected to receive or retain any property under the Plan and therefore is deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code.

For purposes of this Plan, the Classes of Claims and Interests of Amerigrow Corp. shall be classified as follows:

- a. Class Corp-1: Allowed Priority Claims.
- b. Class Corp-2: Allowed Secured Claim of Komatsu.
- c. Class Corp-3: Allowed Unsecured Claims.
- d. Class Corp-4: Allowed Other Secured Claims
- e. Class Corp-5: Allowed Interests.

Classes Corp-2, Corp-3, Corp-4 and Corp-5 are Impaired under the Plan. Class Corp-1 is not Impaired under the Plan. As such, Class Corp-1 is deemed to have accepted the Plan pursuant to Section 1126(f) of the Bankruptcy Code. Class Corp-5 is not expected to receive or retain any property under the Plan and therefore is deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code.

ARTICLE IV

TREATMENT OF CLASSES OF CLAIMS AND INTERESTS

A. Generally.

The treatment of and consideration to be received by holders of Allowed Claims and the treatment of Interests pursuant to this Article IV shall be in full satisfaction, settlement, release, extinguishment and discharge of their respective Allowed Claims against, or Interests in the Debtors and the Debtors' Estates, except as otherwise expressly provided for in this Plan or the Confirmation Order.

B. Treatment.

Class LP-1. Allowed Priority Claims. Each Allowed Priority Claim shall be paid in full on the later of: (i) the Effective Date; or (ii) the date of a Final Order allowing such Priority Claim.

Class LP-2. Allowed Secured Claim of PNC. The Allowed Class LP-2 Secured Claim of PNC, in the amount of \$6,584,008.15 together with per diem interest of \$1,162.20 from April 30, 2010 until the Effective Date shall be paid in full over six (6) years after the Effective Date, with interest, in accordance with the terms of the Amended, Consolidated, Renewed and Restated Term

Note and the Amended and Restated Mortgage and Security Agreement attached to the Plan as Exhibits “A” and “B” and incorporated herein. Until the Allowed Class LP-2 Secured Claim is paid in full, PNC shall retain its perfected first priority lien and security interest in and to the real and other property described in the Amended and Restated Mortgage and Security Agreement. In addition, until the Allowed Class LP-2 Secured Claim is paid in full, all amounts due to PNC by Amerigrow LP shall be fully and unconditionally guaranteed by the reorganized Amerigrow Recycling Corp., Mulch Maker, LLC, Janet Tomlinson, Silvia Kearney and Michael Kearney (collectively, the “Guarantors”) in accordance with the Ratification and Consent of Guaranty(s) attached hereto as Composite Exhibit “C” and incorporated herein. Amerigrow LP and Guarantors shall also execute and deliver to PNC the letter agreement providing for the dismissal, without prejudice, of the foreclosure action currently pending in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, Case No.: 50 2009 CA021255XXXXMB, Division AW, in the form attached hereto as Exhibit “D”. Upon confirmation of this Plan, and notwithstanding anything in this Plan to the contrary, the Allowed Class LP-2 Secured Claim of PNC described above shall be deemed an Allowed Secured Claim for all purposes and shall not be subject to any objection or dispute.

Class LP-3. Allowed Secured Claim of Fifth Third Bank. The Allowed Class LP-3 Secured Claim of Fifth Third Bank shall be satisfied in full by Amerigrow LP’s delivery, on the Effective Date, of a Restructured Loan Instrument. For purposes of illustration of Fifth Third Bank’s Restructured Loan Instrument under this Plan, Amerigrow LP assumes an Allowed Class 3 Secured Claim in the amount of \$1,000,000. The Restructured Loan Instrument shall provide to Fifth Third Bank: (i) a payment of Cash in the amount of \$5,167.00 per month for 12 months; (ii) a payment of Cash in the amount of \$10,167 per month for the following period of 12 months; (iii) a payment of Cash in the amount of \$12,417 per month for the following period of 12 months; (iv) a payment of Cash in the amount of \$10,167 per month for the following period of 36 months; and (v) a balloon payment at the end of year 6 in the approximate amount of \$400,000; and (vi) a security interest in its Collateral in the same priority as Fifth Third held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to Fifth Third until the Allowed Class LP-3 Claim is paid in full, but not to exceed 6 years, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 72 monthly payments and a balloon payment at the end of Year 6, Fifth Third Bank’s Restructured Loan Instrument will fully amortize over the loan period of 6 years.

Class LP-4. Allowed Secured Claim of Wells Fargo. The Allowed Class LP-4 Secured Claim of Wells Fargo shall be satisfied in full by Amerigrow LP’s delivery, on the Effective Date, of a Restructured Loan Instrument. For purposes of illustration of Wells Fargo’s Restructured Loan Instrument under this Plan, Amerigrow LP assumes an Allowed Class LP-4 Secured Claim in the amount of \$2,160,782.73, less any amounts paid to Wells Fargo as adequate protection payments pursuant to Court Order. The Restructured Loan Instrument shall provide to Wells Fargo: (i) a payment of Cash in the amount of \$24,442 per month for 35 months; (ii) a payment of Cash in the amount of \$35,000 per month for the following period of 12 months; (iii) a payment of Cash in the amount of \$40,000 per month for the following period of 12 months; (iv) a payment of Cash in the amount of \$50,000 per month for the following period of 12 months; and (v) a security interest in its

Collateral in the same priority as Wells Fargo held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to Wells Fargo until the Allowed Class LP-4 Claim is paid in full, but not to exceed 6 years, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 72 monthly payments, Wells Fargo's Restructured Loan Instrument will fully amortize over the loan period of 6 years.

Class LP-5. Allowed Secured Claim of Alter Moneta. The Allowed Class LP-5 Secured Claim of Alter Moneta shall be satisfied in full by Amerigrow LP's delivery, on the Effective Date, of three (3) Restructured Loan Instruments, as follows.

For purposes of illustration of Alter Moneta's Restructured Loan Instrument No. 1 under this Plan, Amerigrow LP assumes an Allowed Class LP-5 Secured Claim in the amount of \$734,689.71, less any amounts paid to Alter Moneta as adequate protection payments pursuant to Court Order. The Restructured Loan Instrument No. 1 shall provide to Alter Moneta: (i) six (6) interest only payments at an interest rate of 6.5%, followed by 34 payments of principal and interest at an interest rate of 6.5% in a monthly amount sufficient to fully amortize Loan 1 within 40 total months; and (ii) a security interest in its Collateral in the same priority as Alter Moneta held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument No. 1, Amerigrow LP proposes to make such payments to Alter Moneta until such portion of the Allowed Class LP-5 Claim is paid in full, but not to exceed 40 months, at the various amortization and interest rates specified in the *Agreed Order Granting In Part Alter Moneta Corporation's Motion For Relief From Stay*. Based on the 40 monthly payments, Alter Moneta's Restructured Loan Instrument No. 1 will fully amortize over the loan period.

For purposes of illustration of Alter Moneta's Restructured Loan Instrument No. 2 under this Plan, Amerigrow LP assumes an Allowed Class LP-5 Secured Claim in the amount of \$309,420.61, less any amounts paid to Alter Moneta as adequate protection payments pursuant to Court Order. The Restructured Loan Instrument No. 2 shall provide to Alter Moneta: (i) 36 payments of principal and interest at an interest rate of 6.5% in a monthly amount sufficient to fully amortize Loan 2 within 36 total months; and (ii) a security interest in its Collateral in the same priority as Alter Moneta held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument No. 2, Amerigrow LP proposes to make such payments to Alter Moneta until such portion of the Allowed Class LP-5 Claim is paid in full, but not to exceed 5 years, at the various amortization and interest rates specified in the *Agreed Order Granting In Part Alter Moneta Corporation's Motion For Relief From Stay*. Based on the 60 monthly payments, Alter Moneta's Restructured Loan Instrument No. 2 will fully amortize over the loan period of 5 years.

For purposes of illustration of Alter Moneta's Restructured Loan Instrument No. 3 under this Plan, Amerigrow LP assumes an Allowed Class LP-5 Secured Claim in the amount of \$181,164, less any amounts paid to Alter Moneta as adequate protection payments pursuant to Court Order. The Restructured Loan Instrument No. 3 shall provide to Alter Moneta: (i) 36 payments of principal and interest at an interest rate of 6.5% in a monthly amount sufficient to fully amortize Loan 3 within 36 total months; and (ii) a security interest in the Property of the Reorganized Debtors in the same priority as Alter Moneta held against its Collateral as of the Petition Date. Under the Restructured

Loan Instrument No. 3, Amerigrow LP proposes to make such payments to Alter Moneta until such portion of the Allowed Class LP-5 Claim is paid in full, but not to exceed 6 years, at the various amortization and interest rates specified in the *Agreed Order Granting In Part Alter Moneta Corporation's Motion For Relief From Stay*. Based on the 72 monthly payments, Alter Moneta's Restructured Loan Instrument No. 3 will fully amortize over the loan period of 6 years.

Class LP-6. Allowed Secured Claim of Colonial Pacific. The Allowed Class LP-6 Secured Claim of Colonial Pacific shall be satisfied in full by Amerigrow LP's delivery, on the Effective Date, of a Restructured Loan Instrument. For purposes of illustration of Colonial Pacific's Restructured Loan Instrument under this Plan, Amerigrow LP assumes an Allowed Class LP-6 Secured Claim in the amount of \$193,905.70, less any amounts paid to Colonial Pacific as adequate protection payments pursuant to Court Order. The Restructured Loan Instrument shall provide to Colonial Pacific: (i) a payment of Cash in the amount of \$6,062 per month for 35 months; and (ii) a security interest in its Collateral in the same priority as Colonial Pacific held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to Colonial Pacific until the Allowed Class LP-6 Claim is paid in full, but not to exceed 3 years, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 35 monthly payments, Colonial Pacific's Restructured Loan Instrument will fully amortize over the loan period of 35 months.

Class LP-7. Allowed Secured Claim of GECC. The Allowed Class LP-7 Secured Claim of GECC shall be satisfied in full by Amerigrow LP's delivery, on the Effective Date, of a Restructured Loan Instrument. For purposes of illustration of GECC's Restructured Loan Instrument under this Plan, Amerigrow LP assumes an Allowed Class LP-7 Secured Claim in the amount of \$15,612.48, less any amounts paid to GECC as adequate protection payments pursuant to Court Order. The Restructured Loan Instrument shall provide to GECC: (i) a payment of Cash in the amount of \$1,952.00 per month for 7 months; and (ii) a security interest in its Collateral in the same priority as GECC held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to GECC until the Allowed Class LP-7 Claim is paid in full, but not to exceed 8 months, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 7 monthly payments, GECC's Restructured Loan Instrument will fully amortize over the loan period of 7 months.

Class LP-8. Allowed Secured Claim of Turner. The Allowed Class LP-8 Secured Claim of Turner shall be satisfied in full by Amerigrow LP's delivery, on the Effective Date, of a Restructured Loan Instrument. The Restructured Loan Instrument shall provide to Turner: (i) a payment of Cash in the amount of \$2,344.00 per month for 48 months; and (ii) a security interest in its Collateral in the same priority as Turner held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to Turner until the Allowed Class LP-8 Claim is paid in full, but not to exceed 4 years, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 48 monthly payments, GECC's Restructured Loan Instrument will fully amortize over the loan period of 4 years.

Class LP-9. Allowed Secured Claim of Ford Motor Credit. The Allowed Class LP-9 Secured Claim of Ford Motor Credit shall be satisfied in full by Amerigrow LP's delivery, on the

Effective Date, of a Restructured Loan Instrument. The Restructured Loan Instrument shall provide to Ford Motor Credit: (i) a payment of Cash in the amount of \$435.00 per month for 36 months; and (ii) a security interest in its Collateral in the same priority as Ford Motor Credit held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to Ford Motor Credit until the Allowed Class LP-9 Claim is paid in full, but not to exceed 36 months, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 36 monthly payments, Ford Motor Credit's Restructured Loan Instrument will fully amortize over the loan period of 36 months.

Class LP-10. Allowed Secured Claim of Kubota. The Allowed Class LP-10 Secured Claim of Kubota shall be satisfied in full by Amerigrow LP's delivery, on the Effective Date, of a Restructured Loan Instrument. The Restructured Loan Instrument shall provide to Kubota: (i) a payment of Cash in the amount of \$353.00 per month for 17 months; and (ii) a security interest in its Collateral in the same priority as Kubota held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP proposes to make such payments to Kubota until the Allowed Class LP-10 Claim is paid in full, but not to exceed 17 months, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 17 monthly payments, Kubota's Restructured Loan Instrument will fully amortize over the loan period of 17 months.

Class LP-11. Allowed Other Secured Claims. Allowed Other Secured Claims shall be satisfied by each holder of an Allowed Other Secured Claim receiving from Amerigrow LP one or more of the following: (i) the net proceeds of the liquidation of the collateral securing the Class LP-11 Claim, including but not limited to, through a sale of such collateral pursuant to section 363 of the Bankruptcy Code or otherwise; (ii) realization of the indubitable equivalent of the Class LP-11 Claim, including either in the form of Cash equal to the value of such collateral pursuant to section 506(a) of the Bankruptcy Code and/or the return of the collateral securing such Claim in accordance with 11 U.S.C. §1129(b)(2)(A)(iii); or (iii) satisfaction of such Class LP-11 Claim as otherwise authorized by the Code or agreed to by the holder of such Class LP-11 Claim. Such satisfaction shall occur on the later of the Effective Date or the date each respective Class LP-11 Other Secured Claim is Allowed by a Final Order.

Class LP-12. Allowed Convenience Claims. Allowed Convenience Claims shall be satisfied in full from the Available Cash within ten (10) days after the Effective Date by Reorganized Debtors. No Distribution shall be made to holders of Allowed Convenience Claims in this Class LP-12 unless and until all Allowed Administrative Claims, all Allowed Post-Confirmation Administrative Claims, all Allowed Priority Tax Claims and all Allowed Claims in Classes LP-1 through LP-11 have been paid in full, reserved or otherwise resolved, and/or included in or accounted for in the Distribution at issue.

Class LP-13. Allowed General Unsecured Claims. Under the terms of the Plan, each holder of an Allowed General Unsecured Claim in Class LP-13 casting a ballot accepting the Plan shall have the option to select Plan Treatment Option No. 1, Plan Treatment Option No. 2 or Plan Treatment Option No. 3, as described below, with regard to the treatment of their Allowed General Unsecured Claim. Any unsecured creditor who does not make such an election or does not file an

accepting ballot or vote on the Plan will be deemed to have elected to receive a distribution under Plan Treatment Option No. 1. In addition, no Insider of any of the Debtors shall have the option to choose Plan Treatment Option No. 2 or Plan Treatment Option No. 3 with regard to the treatment of its Allowed General Unsecured Claim.

Plan Treatment Option No. 1 - The Plan provides that each holder of an Allowed Unsecured Claim may elect to receive, after payment of Administrative and Priority Claims, a pro rata distribution equal to 100% payable over a period of sixty (60) months beginning ten (10) days from the Effective Date. The pro rata distributions from Reorganized Amerigrow LP shall be in full satisfaction, settlement, release and discharge of such Class LP-13 claimant's respective Allowed Unsecured Claim; or

Plan Treatment Option No. 2 - The Plan provides that each holder of an Allowed Unsecured Claim may elect to receive, after payment of Administrative and Priority Claims, a pro rata distribution equal to 66% payable over a period of thirty (30) months beginning ten (10) days from the Effective Date. The pro rata distributions from Reorganized Amerigrow LP shall be in full satisfaction, settlement, release and discharge of such Class LP-13 claimant's respective Allowed Unsecured Claim; or

Plan Treatment Option No. 3 - The Plan provides that each holder of an Allowed Unsecured Claim may elect to receive, after payment of Administrative and Priority Claims, a pro rata distribution equal to 33% payable over a period of twelve (12) months beginning ten (10) days from the Effective Date. The pro rata distributions from Reorganized Amerigrow LP shall be in full satisfaction, settlement, release and discharge of such Class LP-13 claimant's respective Allowed Unsecured Claim.

No Distribution shall be made to holders of Allowed Unsecured Claims in this Class LP-13 unless and until all Allowed Administrative Claims, all Allowed Post-Confirmation Administrative Claims, all Allowed Priority Tax Claims and all Allowed Claims in Classes LP-1 through LP-11 have been paid in full, reserved or otherwise resolved, and/or included in or accounted for in the Distribution at issue.

Class LP-14. Allowed Interests. The holders of Allowed Interests in Amerigrow LP shall receive from the Reorganized Amerigrow LP periodic Distributions, on a pro rata basis, from any remaining Available Cash, provided that, no Distribution shall be made to the holders of Allowed Interests unless and until all Allowed Administrative Claims, all Allowed Post-Confirmation Administrative Claims, all Allowed Priority Tax Claims and all Allowed Claims in Classes LP-1 through LP-13 have been paid in full, reserved or otherwise resolved and/or included in or accounted for in the Distribution at issue. Subject to the right to receive Distributions hereunder, all Interests in Amerigrow LP shall be extinguished and canceled as of the Effective Date and New Partnership Interests shall be issued on the Effective Date, or as soon thereafter as is practicable. The Reorganized Amerigrow LP will be composed of Janet Tomlinson (37.5%), as limited partner, Mulchmaker (47.5%), as limited partner and Amerigrow Corp. (15%), as general partner (collectively, the "New Partnership Interests"). The Partnership Agreement of the Amerigrow LP will be amended to (i) authorize the issuance of New Partnership Interests; and (ii) provide for the

cancellation of all existing Interests. The Partnership Agreement shall also provide that the New Partnership Interests will be held in escrow by Debtor's counsel until such time as all non-Insider holders of Classes LP-13 and Corp-4 Allowed Unsecured Claims are paid in full pursuant to this Plan.

Class Corp-1. Allowed Priority Claims. Each Allowed Priority Claim shall be paid in full on the later of: (i) the Effective Date; or (ii) the date of a Final Order allowing such Priority Claim.

Class Corp-2. Allowed Secured Claim of Komatsu. The Allowed Class Corp-2 Secured Claim of Komatsu shall be satisfied in full by Amerigrow Corp's delivery, on the Effective Date, of a Restructured Loan Instrument. The Restructured Loan Instrument shall provide to Komatsu: (i) a payment of Cash in the amount of \$2,375.00 per month for 30 months; and (ii) a security interest in its Collateral in the same priority as Komatsu held against its Collateral as of the Petition Date. Under the Restructured Loan Instrument, Amerigrow LP, on behalf of Amerigrow Corp., proposes to make such payments to Komatsu until the Allowed Class Corp-2 Claim is paid in full, but not to exceed 30 months, at the various amortization and interest rates specified in the Restructured Debt Instrument. Based on the 30 monthly payments, Komatsu's Restructured Loan Instrument will fully amortize over the loan period of 30 months.

Class Corp-3. Allowed Unsecured Claims. Allowed Unsecured Claims shall be satisfied by periodic Distributions to the holders of each such Allowed Unsecured Claim on a *pro rata* basis with the holders of all Allowed Unsecured Claims in this Class 3. The initial Distribution to holders of Allowed Unsecured Claims hereunder shall be made from the Available Cash generated from and constituting property of the Amerigrow Corp Estate within ten (10) days after the Effective Date by Reorganized Debtors and all future Distributions shall be made from the Reorganized Debtors on the respective Distribution Dates. No Distribution shall be made to holders of Allowed Unsecured Claims in this Class Corp-3 unless and until all Allowed Administrative Claims, all Allowed Post-Confirmation Administrative Claims, all Allowed Priority Tax Claims and all Allowed Claims in Classes Corp-1 and Corp-2 have been paid in full, reserved or otherwise resolved, and/or included in or accounted for in the Distribution at issue.

Class Corp-4. Allowed Other Secured Claims. Allowed Other Secured Claims shall be satisfied by each holder of an Allowed Other Secured Claim receiving from Amerigrow Corp. one or more of the following: (i) the net proceeds of the liquidation of the collateral securing the Class Corp-4 Claim, including but not limited to, through a sale of such collateral pursuant to section 363 of the Bankruptcy Code or otherwise; (ii) realization of the indubitable equivalent of the Class Corp-4 Claim, including either in the form of Cash equal to the value of such collateral pursuant to section 506(a) of the Bankruptcy Code and/or the return of the collateral securing such Claim in accordance with 11 U.S.C. §1129(b)(2)(A)(iii); or (iii) satisfaction of such Class Corp-4 Claim as otherwise authorized by the Code or agreed to by the holder of such Class Corp-4 Claim. Such satisfaction shall occur on the later of the Effective Date or the date each respective Class Corp-4 Other Secured Claim is Allowed by a Final Order.

Class Corp-5. Allowed Interests. The holders of Allowed Interests in Amerigrow Corp. shall receive from the Reorganized Amerigrow Corp. periodic Distributions, on a *pro rata* basis,

from any remaining Available Cash, provided that, no Distribution shall be made to the holders of Allowed Interests unless and until all Allowed Administrative Claims, all Allowed Post-Confirmation Administrative Claims, all Allowed Priority Tax Claims and all Allowed Claims in Classes Corp-1 through Corp-4 have been paid in full, reserved or otherwise resolved and/or included in or accounted for in the Distribution at issue. Subject to the right to receive Distributions hereunder, all Interests in Amerigrow Corp. shall be extinguished and canceled as of the Effective Date and New Equity Interests in Amerigrow Corp. shall be issued on the Effective Date, or as soon thereafter as is practicable. The Reorganized Amerigrow Corp. will be composed of Janet Tomlinson (50%) and Silvia Kearney (50%)(collectively, the “New Equity Interests”). The corporate documentation of Amerigrow Corp. will be amended to (i) authorize the issuance of New Equity Interests; and (ii) provide for the cancellation of all existing Interests. The Operating Agreement shall also provide that the New Equity Interests will be held in escrow by Debtor’s counsel until such time as all non-Insider holders of Classes LP-13 and Corp-4 Allowed Unsecured Claims are paid in full pursuant to this Plan.

ARTICLE V

EFFECTUATION AND IMPLEMENTATION OF PLAN

On the Effective Date of the Plan, all Assets of the Estates under Section 541 of the Bankruptcy Code or otherwise, including Available Cash, the Litigation Claims and assets that were acquired by the Debtors after the Petition Date, shall: (i) be transferred to, be deemed transferred to, and vested in the respective Reorganized Debtor under the sole control of the respective Reorganized Debtor, free and clear of all liens, claims, encumbrances and interests of any kind except as provided under the Plan; and (ii) continue to be subject to the jurisdiction of the Bankruptcy Court following Confirmation of the Plan until distributed to holders of Allowed Claims and Allowed Interests or otherwise disbursed in accordance with the provisions of the Plan and the Confirmation Order, provided however, that any and all Litigation Claims shall be retained and enforced by the Reorganized Debtors, through the Reorganized Debtors, as a representative of the Estates appointed for such purpose, as provided in and pursuant to Section 1123(b)(3) of the Bankruptcy Code solely for the benefit of holders of Allowed Claims and Allowed Interests hereunder. **Notwithstanding anything herein to the contrary, confirmation of the Plan shall divest the Debtors of any and all interest in the Assets of the Estates, such that the Debtors shall have no rights or authority in respect of any Assets remaining in the Estates as of the Effective Date, or thereafter vested in the Reorganized Debtors pursuant hereto, including the Available Cash, and Litigation Claims.**

The distributions required under the Plan shall be funded by the Debtors’ Cash on hand as of the Effective Date and the Reorganized Debtors’ business operations. In addition, the Debtors shall be authorized to commence or continue litigation on behalf of the estate to recover, *inter alia*, voidable transfers and other claims, if any.

1. MANAGEMENT

After the Effective Date, it is contemplated that the Reorganized Debtors shall continue to be managed by Janet Tomlinson and their consultants. Reorganized Amerigrow LP shall enter into a new management agreement (collectively, the “New Management Agreements”) with: (i) Floragem Investments Corp., whose President is Charles W. Tomlinson, III; and (ii) M & S Fin. Corp., whose President is Michael G. Kearney (the “Consultants”), substantially in the form of the management contracts with the Debtors entered into pre-petition. Pursuant to each New Management Agreement, the Consultants will review the ordinary and usual business affairs of the Reorganized Debtors pertaining to the operation, maintenance and management of the various aspects of the Reorganized Debtors’ business, interact with the officers and employees of the Reorganized Debtors and provide, on a regular basis, observations and make such recommendations as are appropriate and necessary in respect of the Reorganized Debtors’ business operations. Under their respective New Management Agreements, in consideration of the management and consulting services rendered, Floragem will be entitled to receive a consulting fee equal to 2.35% of the Reorganized Amerigrow LP’s Gross Revenues, and M & S Fin. Corp. will be entitled to receive a consulting fee equal to 1.65% of the Reorganized Amerigrow LP’s gross revenues.

2. ISSUANCE OF NEW PARTNERSHIP AND EQUITY INTERESTS

On the Effective Date, the Reorganized Amerigrow LP shall issue Janet Tomlinson, Mulchmaker and Amerigrow Corp., or other entities organized by them, the New Partnership Interests, to be held in escrow pending payment of certain claims as set forth herein. The corporate documentation of Amerigrow LP will be amended, if necessary, to (i) authorize the issuance of New Partnership Interests; and (ii) provide for the cancellation of all existing Interests. The Partnership Agreement shall also provide that the New Partnership Interests will be held in escrow by Debtor’s counsel until such time as all non-Insider holders of Classes LP-13 and Corp-4 Allowed Unsecured Claims are paid in full pursuant to this Plan.

On the Effective Date, the Reorganized Amerigrow Corp shall issue Janet Tomlinson and Silvia Kearney or other entities organized by them, the New Equity Interests, to be held in escrow pending payment of certain claims as set forth herein. The corporate documentation of Amerigrow Corp will be amended, if necessary, to (i) authorize the issuance of New Equity Interests; and (ii) provide for the cancellation of all existing Equity Interests. The Operating Agreement shall also provide that the New Equity Interests will be held in escrow by Debtor’s counsel until such time as all non-Insider holders of Classes LP-13 and Corp-4 Allowed Unsecured Claims are paid in full pursuant to this Plan.

3. DELIVERY OF THE RESTUCTURED LOAN INSTRUMENTS

On the Effective Date, the Reorganized Debtors shall deliver the New PNC Loan Documents to PNC with respect to its Allowed Class LP-2 Secured Claim, fully executed and completed with amounts and dates as of the Effective Date, in addition to the initial \$200,000 payment due to PNC pursuant to the Amended, Consolidated, Renewed and Restated Term Note delivered under this Plan.

On the Effective Date, the Reorganized Debtors shall deliver the respective Restructured Loan Instruments to holders of Claims in Classes LP-3, LP-4, LP-5, LP-6, LP-7, LP-8, LP-9, LP-10 and Corp-2 in full satisfaction of their respective Allowed Secured Claims.

4. PLAN FUNDING

The Plan will be funded with the Available Cash upon and following the Effective Date, the Reorganized Debtors' operations and such other assets as may be recovered by the Reorganized Debtors under the Plan.

5. MISCELLANEOUS

Except to the extent otherwise provided under the Plan or the Confirmation Order, upon the Effective Date, all pre-Petition Date agreements (other than assumed contracts and third party guaranties and indemnities of the Debtors' obligations), credit agreements, pre-Petition Date loan documents and post-Petition Date loan documents to which the Debtors is a party, and all lien claims and other evidence of liens against the Debtors, shall be deemed to be cancelled and of no further force and effect, without any further action on the part of the Debtors. The holders of, or parties to, such cancelled instruments, agreements, securities and other documentation will have no remaining rights arising from or relating to such documents or the cancellation thereof, except the rights provided pursuant to the Plan and the Confirmation Order and any rights that, by the terms of the applicable agreement, survive the termination of such agreement.

Notwithstanding anything to the contrary in the Bankruptcy Rules providing for earlier closure of the Chapter 11 Case, when all Disputed Claims against the Debtors have become Allowed Claims or have been disallowed by Final Order, and all remaining assets of the Reorganized Debtors have been liquidated and converted into Cash (other than those assets abandoned), and such Cash has been distributed in accordance with the Plan, or at such earlier time as the Reorganized Debtors deem appropriate, the Reorganized Debtors shall file a final accounting with the Bankruptcy Court, together with a final report, and shall seek authority from the Bankruptcy Court to close the Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules.

ARTICLE VI

THE REORGANIZED DEBTORS

In addition, the Reorganized Debtors will have authority to take all actions necessary to: (a) investigate, hold, manage, protect, administer, collect, sell, liquidate, prosecute, transfer, resolve, settle, adjust, invest, distribute, or otherwise dispose of any Reorganized Debtor Assets, including but not limited to the Litigation Claims; (b) investigate and reconcile Claims and contest objectionable Claims and Disputed Claims, with the sole exception of the Allowed Class LP-2 Secured Claim of PNC; (c) make all Distributions to be funded under the Plan; (d) pay all necessary expenses incurred in connection with the duties and responsibilities of the Reorganized Debtors under the Plan; (e) administer, implement and enforce all provisions of the Plan; (f) file tax returns and make other related corporate filings; (g) administer the Plan and the assets of the Reorganized

Debtors; (h) abandon any Reorganized Debtor Assets or Assets of the Estates, and (i) to invest Cash in accordance with Section 345 of the Bankruptcy Code or otherwise as permitted by order of the Bankruptcy Court, (j) to purchase and carry all insurance policies and pay all premiums and costs deemed necessary and advisable, and (k) undertake such other responsibilities as are reasonable and appropriate in connection with the Plan.

On behalf of the Reorganized Debtors and pursuant to Section 1123(b)(3)(B) of the Code, the Reorganized Debtors are and shall be appointed a representative of the Estates for the benefit of the holders of Allowed Claims and Allowed Interests and shall have the exclusive right to prepare, file, assert, commence and prosecute, or continue to prosecute in the case of existing actions, any and all Litigation Claims, and shall be substituted as the real party in interest in any actions commenced by or against the Debtors. The Reorganized Debtors shall prosecute or defend, as appropriate, such Litigation Claims through final judgment, any appeals deemed necessary and appropriate by the Reorganized Debtors and the Reorganized Debtors shall have the power and authority (A) to enter into such settlements as the Reorganized Debtors deem to be in the best interest of creditors, subject to Bankruptcy Court approval after notice and a hearing in accordance with Bankruptcy Rule 9019; or (B) to abandon, dismiss and/or decide not to prosecute any such Litigation Claims if the Reorganized Debtors deem such action to be in the best interest of creditors.

On the Effective Date of the Plan, or as soon thereafter as possible, the Reorganized Debtors shall establish a Disputed Claims Fund for the Reorganized Debtors. The Reorganized Debtors shall be authorized to make Distributions to the holders of Allowed Claims and Allowed Interests pursuant to the terms of the Plan, provided that the Reorganized Debtors maintain the Disputed Claims Fund, if applicable.

To the extent there exist as of the Effective Date Disputed Claims in any Class, the Reorganized Debtors shall reserve on the books and records of the Reorganized Debtors from any Distribution an amount equal to the pro rata portion of such Distribution to which such Disputed Claim would be entitled if allowed in the amount asserted by the holder of such Disputed Claim. If a Disputed Claim is allowed, in part or in full, then the Reorganized Debtors shall distribute to the holder of any such Claim an amount equal to such Claimant's pro rata share, based on such Allowed Claim, of all Distributions previously made to holders of Allowed Claims in the Class of Claims at issue. The balance, if any, of the reserve for such Disputed Claim, including in the event the Disputed Claim is disallowed in its entirety, shall be deemed Available Cash for use by the Reorganized Debtors under the Plan. Notwithstanding anything herein to the contrary, no interest shall accrue or be payable on the reserve in respect of any Disputed Claims.

Notwithstanding anything to the contrary in the Plan or in the Disclosure Statement, the provisions of the Disclosure Statement and the Plan that permit the Reorganized Debtors to enter into settlements and compromises of any Litigation Claims shall not have, and are not intended to have, any *res judicata* effect with respect to any Litigation Claims that are not otherwise treated under the Plan and shall not be deemed a bar to asserting such Litigation Claims, regardless of whether or to what extent such Litigation Claims are specifically described in the Plan or Disclosure Statement relating hereto. Unless any of the Litigation Claims are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or by Final Order of the Bankruptcy Court,

all such Litigation Claims are expressly reserved and preserved for later adjudication and, therefore, no preclusion doctrine, including without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to the Litigation Claims upon or after confirmation or consummation of the Plan.

Furthermore, notwithstanding any provision or interpretation to the contrary, nothing in the Plan or the Confirmation Order, including the entry thereof, shall be deemed to constitute a release, waiver, impediment, relinquishment or bar, in whole or in part, of or to any recovery rights or any other claim, right or cause of action, including Litigation Claims, possessed by the Debtors or the Debtors' Estates prior to the Effective Date.

In the event that the Bankruptcy Court, or any other court of competent jurisdiction, determines that the assignment of any claim, right or cause of action, including without limitation, the Litigation Claims to the Reorganized Debtors pursuant to this Plan is invalid or does not grant to the Reorganized Debtors the standing and all other rights necessary to pursue such claim, right or cause of action, then in such case the Reorganized Debtors shall be deemed appointed as the representative of the Estates for purposes of enforcing and pursuing such claim, right or cause of action, including without limitation, the Litigation Claims, and the proceeds thereof shall be distributed in accordance with term of the Plan.

ARTICLE VII

INJUNCTION AND OTHER LIMITATIONS OF LIABILITY

1. Applicability of Injunction/Stay as to Assets of the Estates/Exculpation

Unless otherwise provided under the Bankruptcy Code or herein, all injunctions or stays applicable to the Assets of the Estates, whether pursuant to Section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will remain in full force and effect with respect to the Reorganized Debtors and assets of the Reorganized Debtors. In addition, the Reorganized Debtors shall have the right to invoke the provisions of the Bankruptcy Code made applicable by the Plan to the Reorganized Debtors and all of the Bankruptcy Rules until the entry of a final decree closing this Chapter 11 Case.

Except as otherwise specifically provided in the Plan or the Confirmation Order or to enforce rights, claim and remedies provided under the Plan or the Confirmation Order, all Persons who have held, hold or may hold Claims, rights, causes of action, liabilities or any equity Interests with respect to the Debtors or their Assets based upon any act or omission, transaction or other activity of any kind or nature that occurred or arose prior to the Effective Date, regardless of the filing, lack of filing, allowance or disallowance of such a Claim or Interest and regardless of whether such Person has voted to accept the Plan and any successors, assigns or representatives of the foregoing, will be precluded and permanently enjoined on and after the Effective Date from, on account of such Claims, rights, causes of action, liabilities or any equity Interests, (a) commencing or continuing in any manner any action or other proceedings against the Reorganized Debtors or any Reorganized Debtor Assets, (b) the enforcement, attachment, collection or recovery by any manner or means of

any judgment, award, decree or order against the Reorganized Debtors or any Reorganized Debtor Assets, (c) creating, perfecting or enforcing any encumbrance of any kind against the Reorganized Debtors or any Reorganized Debtor Assets, and (d) asserting any Claims that are released hereby.

Neither the Debtors nor any Professionals engaged by the Debtors shall have or incur liability to any Person, including the holder of any Claim or Interest, for any act taken or omissions made in connection with the filing of this Chapter 11 Case, this Chapter 11 Case or the filing, negotiating, prosecuting, administering, formulating, implementing, confirming or consummating the Plan or the Assets to be distributed under the Plan, except to the extent that such act or failure to act constitutes gross negligence, willful misconduct or fraud. Further, neither the Reorganized Debtors shall incur any liability to the Debtors, the holders of Claims and/or Interests, or to any person or entity for any act or failure to act in furtherance of the rights and obligations under the Plan, except to the extent that such act or failure to act constitutes gross negligence, willful misconduct or fraud.

In addition, except as set forth in this Article VII above, the Plan does not release or waive any claims or causes of action, including Litigation Claims, as described in the Disclosure Statement.

2. Release of PNC Bank, as Successor to National City Bank

IN ADDITION TO THE ABOVE, AND AS MORE SPECIFICALLY SET FORTH IN THE NEW PNC LOAN DOCUMENTS, WHICH SHALL ULTIMATELY CONTROL, THE DEBTORS AND THE DEBTORS' ESTATES, ON THE EFFECTIVE DATE, SHALL FULLY AND FINALLY RELEASE AND BE DEEMED TO HAVE FULLY AND FINALLY RELEASED PNC BANK, TOGETHER WITH ITS AFFILIATES, PARENTS, SUBSIDIARIES AND ASSIGNS, OR ANYONE ACTING ON ITS BEHALF, AND THE RESPECTIVE ATTORNEYS, ADVISORS AND AGENTS OF ALL OF THEM, AND THE PRESENT AND FORMER EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS OF PNC BANK AND ITS AFFILIATES (COLLECTIVELY, THE "PNC PARTIES"), FROM AND AGAINST ALL CLAIMS, DEBTS, OBLIGATIONS, DEMANDS, LIABILITIES, SUITS, JUDGMENTS, DAMAGES, RIGHTS, AND CAUSES OF ACTION, WHATSOEVER, WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, SECURED OR UNSECURED, FORESEEN OR UNFORESEEN, THEN EXISTING OR THEREAFTER ARISING, IN LAW, EQUITY OR OTHERWISE, THAT THE DEBTORS OR THE DEBTORS' ESTATES HAS HAD, MAY NOW HAVE OR IN THE FUTURE MAY HAVE AGAINST PNC BANK AND/OR THE PNC PARTIES BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION OR EVENT THAT OCCURRED ON OR PRIOR TO THE EFFECTIVE DATE IN ANY WAY RELATING TO THE DEBTOR, THEIR ESTATES, THE CASES, THE PNC FORECLOSURE LITIGATION, THE PLAN OR THE DISCLOSURE STATEMENT, PROVIDED HOWEVER THAT THE RELEASE CONTAINED HEREIN SHALL NOT RELEASE PNC BANK OR ANY OF THE PNC PARTIES FROM ANY OBLIGATIONS UNDER THE PLAN.

ARTICLE VIII

OBJECTIONS TO CLAIMS

The Debtors and/or the Reorganized Debtors, as applicable, shall have the authority to file, settle, compromise, withdraw, arbitrate or litigate to judgment Objections to Claims pursuant to applicable procedures established by the Bankruptcy Code, the Bankruptcy Rules and this Plan. Except with respect to Administrative Claims and Rejection Claims, Objections to Claims must be filed by the Claim Objection Deadline, as may be extended by the Bankruptcy Court from time to time.

An Objection to the allowance of a Claim or Interest shall be in writing and may be filed with the Bankruptcy Court by the Debtors and/or the Reorganized Debtors, as applicable, at any time on or before the Claim Objection Deadline, unless another date is established by the Bankruptcy Court or this Plan. The failure by the Debtors to object to any Claim or Interest for voting purposes shall not be deemed a waiver of the Debtors' right to object to, or re-examine, any such Claim in whole or in part.

To the extent that an Objection to a Claim is filed and remains unresolved as of the Effective Date, distribution on such Disputed Claim shall not be made unless and until a Final Order is entered allowing such Disputed Claim. The Reorganized Debtors shall account for all Disputed Claims at such time as he makes a Distribution under this Plan through the Disputed Claims Fund. On the Effective Date, the Reorganized Debtors shall prosecute in the place of the Debtors any and all outstanding Objections to Claims.

Notwithstanding the foregoing, the Allowed Class LP-2 Secured Claim of PNC shall be allowed as of the Effective Date and shall not be subject to further objection.

ARTICLE IX

EXECUTORY CONTRACTS AND LEASES

A. Assumption of Executory Contracts and Unexpired Leases.

All executory contracts and unexpired leases set forth on Exhibit E shall be deemed assumed and assigned as of the Effective Date, except for any executory contract or unexpired lease: (i) that has been rejected in accordance with a Final Order entered before the Confirmation Date; or (ii) as to which a motion to reject has been filed with the Bankruptcy Court before the Confirmation Date.

B. Rejection of Executory Contracts and Unexpired Leases.

All executory contracts and unexpired leases not previously assumed or rejected by the Debtors under this Plan or Section 365 of the Bankruptcy Code with the approval of the Bankruptcy Court are hereby rejected by the Debtors as of the Confirmation Date. The Confirmation Order shall constitute an Order of the Bankruptcy Court approving all such rejections hereunder as of the Effective Date. Any Claim for damages arising from any such rejection must be filed within 30 days after the mailing of notice of the entry of the Confirmation Order or such Claim shall be forever barred, shall not be enforceable against the Debtors, their Estates, or the Reorganized Debtors, and the holder of such Claims shall receive no distribution under this Plan or otherwise on account of such Claims.

ARTICLE X

DISTRIBUTIONS

A. Distributions by the Reorganized Debtors.

Subject to the terms of the Plan, all Distributions under this Plan shall be made by the Reorganized Debtors. The Reorganized Debtors may employ or contract with other entities to assist in or make the Distributions required by this Plan without further order of the Bankruptcy Court. Distributions to any holder of an Allowed Claim shall be allocated first to the principal portion of any such Allowed Claim, and, only after the principal portion of any such Allowed Claim is satisfied in full, to any portion of such Allowed Claim comprising interest (but solely to the extent that interest is an allowable portion of such Allowed Claim pursuant to this Plan or otherwise). All payments shall be made in accordance with the priorities established in the Bankruptcy Code unless otherwise provided in this Plan or agreed to with the payee.

B. Delivery of Distributions in General.

Distributions to holders of Allowed Claims shall be made: (a) at the addresses set forth in the proofs of Claim filed by such holders; (b) at the addresses set forth in any written notices of address change delivered to the Debtors prior to the Effective Date or the Reorganized Debtors after the Effective Date; or (c) at the addresses reflected in the Schedules relating to the applicable Allowed Claim if no proof of Claim has been filed and the Debtors or Reorganized Debtors has not received a written notice of a change of address. The Reorganized Debtors may require any creditor entitled to a Distribution under the Plan to furnish to the Reorganized Debtors their, his or her employer or taxpayer identification number (the "TIN") assigned by the Internal Revenue Service. The Reorganized Debtors may condition any Distribution under the Plan on the receipt of such TIN. If any creditor entitled to a Distribution hereunder fails to provide the Reorganized Debtors with a requested TIN within forty-five (45) days after the request thereof by the Reorganized Debtors, then such failure shall be deemed to be a waiver of any future Distributions, including the right to receive any future Distributions, and such waived Distributions shall constitute and be treated as Unclaimed Property.

C. Cash Payments.

Cash payments to be made pursuant to this Plan shall be made by checks drawn on a domestic bank or by wire transfer from a domestic bank, at the option of the Reorganized Debtors.

D. Interest on Claims.

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

E. No De Minimus Distributions.

Other than in the final Distribution, no payment of Cash in an amount of less than \$10 shall be made on account of any Allowed Claim. Such undistributed amount will instead be made part of the Available Cash for use in accordance with this Plan.

F. Face Amount.

Unless otherwise expressly set forth herein with respect to a specific Claim or Class of Claims, for the purpose of the provisions of this Article X, the "Face Amount" of a Disputed Claim means the amount set forth on the proof of Claim unless the Disputed Claim has been estimated for distribution purposes or, in the alternative, if no proof of Claim has been timely filed or deemed filed, zero (0).

G. Failure to Negotiate Checks.

Checks issued in respect of Distributions under this Plan shall be null and void if not negotiated within 90 days after the date of issuance. Any amounts returned to the Reorganized Debtors in respect of such non-negotiated checks shall be held by the Reorganized Debtors, until such time as it qualifies for Unclaimed Property or if earlier a request for reissuance is received by the Reorganized Debtors. Requests for reissuance of any such check shall be made in writing, directly to the Reorganized Debtors by the holder of the Allowed Claim with respect to which such check originally was issued. All such amounts that become Unclaimed Property and all Claims in respect of void checks and the underlying distributions shall be forever barred, estopped and enjoined from assertion in any manner against the Reorganized Debtors.

H. Unclaimed Property.

If any Distribution of funds pursuant to the Plan remains unclaimed for a period of ninety (90) days after it has been delivered to the holder entitled thereto, then the amount of such Distribution unclaimed shall be deemed waived and remain with the Reorganized Debtors.

A distribution of funds is unclaimed, if, without limitation, the holder of a Claim entitled thereto does not cash a check or returns a check or if the check mailed to the holder at the address set forth in the Debtors' Schedules or set forth in a proof of Claim filed by such holder is returned by the United States Postal Service or any other country's postal service as undeliverable. Any funds unclaimed for the period described herein shall be deemed waived by the holder of the Claim and shall remain with the Reorganized Debtors. Except as otherwise expressly provided in the Plan, the Reorganized Debtors may setoff or recoup against any Claim and the payments made pursuant to this Plan in respect of such Claim, Claims of any nature whatsoever that the Reorganized Debtors may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Reorganized Debtors of any Claim that the Reorganized Debtors may have against the holder of such Claim.

Unless the holder of a Claim advises the Reorganized Debtors or their attorneys in writing of a change of address, all distributions or notices shall be sent to the holder at his address as stated in the Debtors' Schedules, as stated in a properly filed proof of Claim or to such creditor's attorney of record in this Chapter 11 Case. The Reorganized Debtors shall have no obligation to locate the holder of a Claim whose distribution or notice is properly mailed but nevertheless returned.

I. No Payment or Distribution Pending Allowance.

All references to Claims and Interests and amounts of Claims and Interests refer to the amount of the Claim or Interest allowed by operation of law, Final Order of the Bankruptcy Court or this Plan. Accordingly, notwithstanding any other provision in this Plan, no payment or distribution shall be made on account of or with respect to any Claim or Interest to the extent it is a Disputed Claim or Disputed Interest, unless and until the Disputed Claim or Disputed Interest becomes an Allowed Claim or an Allowed Interest, as applicable. No partial distributions will be made while an Objection is pending to part or all of a Claim or Interest.

J. Disputed Distributions.

If any dispute arises as to the identity of a holder of an Allowed Claim who is to receive any Distribution, the Reorganized Debtors may, in lieu of making such Distribution to such holder, make such Distribution (or any amount estimated pursuant to Section 502(c) of the Bankruptcy Code) into the Disputed Claims Fund until the disposition thereof shall be determined by Final Order of the Bankruptcy Court or by written agreement among the interested parties to such dispute.

K. Estimation of Disputed Claims.

In order to effectuate Distributions pursuant to this Plan and avoid undue delay in the administration of the Estates, the Reorganized Debtors shall have the right, at any time, to seek an order of the Bankruptcy Court, after notice and a hearing (which notice may be limited to the holder of such Disputed Claim and which hearing may be held on an expedited basis), estimating a Disputed Claim pursuant to Section 502(c) of the Bankruptcy Code, irrespective of whether the Reorganized Debtors has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. All of these objection and resolution procedures are cumulative and not

necessarily exclusive of one another. In addition to seeking estimation of Claims as provided herein, the Reorganized Debtors may resolve or adjudicate any Disputed Claim in the manner in which the amount of such Claim and the rights of the holder of such Claim would have been resolved or adjudicated if the Chapter 11 Case had not been commenced, subject only to the terms of this Plan.

L. Resolution of Disputed Claims and Interests.

Subject to the terms of the Plan, the Debtors and/or the Reorganized Debtors, as applicable, shall have the right (a) to initiate and prosecute any objections to Claims against the Debtors or the Estates, (b) to request estimation of each such Claim, (c) to litigate any objection to Final Order, (d) to settle or to compromise any Claim, or (e) to withdraw any objection to any Claim (other than an Allowed Claim or a Claim that is deemed to be allowed pursuant to this Plan or a Final Order).

M. Distributions in Complete Satisfaction.

The Distributions and rights provided under this Plan shall be in complete satisfaction, discharge and release, effective as of the Effective Date, of all Claims against and Interests in the Debtors' Estates and all liens upon any Reorganized Debtor Assets. The holders of liens satisfied, discharged and released under this Plan shall execute and deliver, or cause to be executed and delivered, any and all documentation reasonably requested by the Reorganized Debtors evidencing the satisfaction, discharge and release of such liens.

N. Discharge.

Commencing on the Effective Date, except as otherwise provided in the Plan, all holders of Claims and Interests shall be precluded forever from asserting against the Debtors' Estates, the Reorganized Debtors or their respective assets, any other or further liabilities, lien obligations, claims or equity interest, arising or existing prior to the Effective Date, that was or could have been the subject of any Claim or Interest, whether or not allowed. As of the Effective Date, the Reorganized Debtors shall be discharged, released from and shall hold the assets received or retained by and pursuant to this Plan, free and clear of all liabilities, liens, claims or obligations or other claims of any nature of the Debtors or their Estates except as otherwise provided herein.

O. Compliance with Tax Requirements.

In connection with this Plan and the distributions made in accordance thereto, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any governmental unit and all distributions pursuant to this Plan shall be subject to such withholding and reporting requirements. The Reorganized Debtors shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements.

P. Execution - Delivery of Documents.

Notwithstanding anything in this Plan to the contrary, this Plan shall not become effective and is expressly conditioned upon the execution and delivery to PNC by the Debtors and the Guarantors of Exhibit "A", Exhibit "B", Composite Exhibit "C" and Exhibit "D", prior to the Effective Date and the initial \$200,000 payment due to PNC pursuant to the Amended, Consolidated, Renewed and Restated Term Note delivered under this Plan.

ARTICLE XI

PROVISIONS TO INVOKE CRAMDOWN PROCEEDINGS IF NECESSARY

If all of the applicable requirements of Section 1129(a) of the Bankruptcy Code are met other than Paragraph 8 of said such section which requires that all Impaired Classes accept the Plan, the Debtors will then seek confirmation pursuant to Section 1129(b) of the Bankruptcy Code, which is commonly referred to as the "cram down" provision. For the purposes of seeking Confirmation under the cram down provision of the Bankruptcy Code, should that alternative means of Confirmation prove to be necessary, the Debtors reserve the right to modify or vary the terms of the Plan with regard to the Allowed Claims of any rejecting classes, so as to comply with the requirements of Section 1129(b).

ARTICLE XII

EFFECT OF CONFIRMATION

This Plan, when approved and confirmed by the Bankruptcy Court, shall be deemed binding on the Debtors and all creditors and all parties in interest and their successors and assigns in accordance with Section 1141 of the Bankruptcy Code.

In addition, except as otherwise expressly provided in the Plan, all persons, entities and parties in interest who have held, hold or may hold Claims are permanently enjoined, from and after the Effective Date, from: (i) commencing or continuing in any manner any action or other proceeding of any kind on account of such Claim against the Debtors, Estates or the Reorganized Debtors; (ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree, or order against the Debtors, the Estates, or the Reorganized Debtors; (iii) creating, perfecting or enforcing any encumbrance of any kind against the Debtors, the Estates, the Reorganized Debtors, or against the Assets, the Reorganized Debtor Assets, property or interests in property of the Debtors, the Estates, or the Reorganized Debtors, with respect to any such Claims; and (iv) asserting any defense or right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors, the Estates, or the Reorganized Debtors or against the Assets, the Reorganized Debtor Assets, property or interests in property of the Debtors, the Estates, or the Reorganized Debtors, with respect to any such Claim.

ARTICLE XIII

AMENDMENT AND MODIFICATION

The Debtors may alter, amend, or modify this Plan under Section 1127 of the Bankruptcy Code or as otherwise permitted at any time before the Effective Date. After the Effective Date and before the substantial consummation of this Plan, and in accordance with the provisions of Section 1127(b) of the Bankruptcy Code and the Bankruptcy Rules, the Reorganized Debtors may, so long as the treatment of holders of Claims under this Plan is not adversely affected, institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in this Plan, the Disclosure Statement, or the Confirmation Order and any other matters as may be necessary to carry out the purposes and effects of this Plan; provided, however, that prior notice of such proceedings shall be served in accordance with Bankruptcy Rule 2002.

ARTICLE XIV

REVOCATION

The Debtors reserve the right, at any time prior to the substantial consummation (as that term is defined in Section 1101(2) of the Bankruptcy Code) of this Plan, to revoke or withdraw this Plan. If this Plan is revoked or withdrawn or if the Confirmation Date or the Effective Date does not occur, this Plan shall be null and void and have no force and effect. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any claims or interests by or against the Debtors or any other Person, constitute an admission of any fact or legal conclusion by the Debtors or any other Person or to prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors.

ARTICLE XV

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain after the Effective Date exclusive jurisdiction of all matters arising out of, arising in or related to, the Chapter 11 Case to the fullest extent permitted by applicable law, including, without limitation, jurisdiction to:

- (a) determine all controversies and disputes arising under or in connection with the Plan and all agreements referred to in the Plan, including but not limited to, all Litigation Claims brought by the Debtors or the Reorganized Debtors.
- (b) allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest (whether filed before or after the Effective Date and whether or not contingent, disputed or unliquidated), including the compromise, settlement and resolution of any request for payment of any Administrative Claim or Priority Claim, the resolution of any objections to the

allowance or priority of Claims or Interests and the resolution of any dispute as to the treatment necessary to reinstate a Claim pursuant to this Plan, and to hear and determine any other issue presented hereby or arising hereunder, including during the pendency of any appeal relating to any objection to such Claim or Interest (to the extent permitted under applicable law);

(c) grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for services provided on or before the Effective Date;

(d) hear and determine motions, applications, adversary proceedings, contested matters and other litigated matters pending on, filed or commenced after the Effective Date, including proceedings with respect to the rights and Claims of the Reorganized Debtors to recover property under Sections 542, 543 or 553 of the Bankruptcy Code, or to bring or continue prosecuting any Litigation Claims, or otherwise to collect or recover on account of any claim or Litigation Claim that the Reorganized Debtors may have;

(e) determine and resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which the Debtors is a party or with respect to which the Debtors may be liable, and to hear, determine and, if necessary, liquidate any Claims arising therefrom;

(f) ensure that all payments due under this Plan and performance of the provisions of this Plan are accomplished as provided herein, and resolve any issues relating to distributions to holders of Allowed Claims pursuant to the provisions of this Plan;

(g) construe, take any action and issue such orders, prior to and following the Confirmation Date and consistent with Section 1142 of the Bankruptcy Code, as may be necessary for the enforcement, implementation, execution and consummation of this Plan and all contracts, instruments, releases, indentures and other agreements or documents that are part of the Reorganized Debtors;

(h) determine and resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation, implementation or enforcement of this Plan (and all Exhibits to this Plan) or the Confirmation Order, including the indemnification and injunction provisions set forth in and contemplated by this Plan or the Confirmation Order, or any Person's rights arising under or obligations incurred in connection therewith;

(j) consider any modification of the Plan under Section 1127 of the Bankruptcy Code;

- (k) issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person with consummation, implementation or enforcement of this Plan or the Confirmation Order;
- (l) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;
- (m) determine any other matters that may arise in connection with or relating to this Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture or other agreement or document created in connection with this Plan, the Disclosure Statement or the Confirmation Order, except as otherwise provided in this Plan;
- (n) hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code;
- (o) continue to enforce the automatic stay through the date of the final Distribution hereunder;
- (p) hear and determine: (i) disputes arising in connection with the interpretation, implementation or enforcement of this Plan and the Confirmation Order; or (ii) issues presented or arising under this Plan and Confirmation Order, including disputes arising under agreements, documents or instruments executed in connection with this Plan or the Confirmation Order;
- (q) shorten or extend, for cause, the time fixed for performance of any act or thing under this Plan or the Confirmation Order, on notice or ex-parte, as the Bankruptcy Court shall determine to be appropriate;
- (r) enter any order, including injunctions, necessary to enforce the title, rights and powers of the Reorganized Debtors, and to impose such limitations, restrictions, terms and conditions on such title, rights and powers as the Bankruptcy Court may deem necessary;
- (s) review any action taken or not taken by the Reorganized Debtors and to appoint a successor to the Reorganized Debtors, if necessary;
- (t) adjudicate any settlements pursuant to Bankruptcy Rule 9019, if required under this Plan or the Confirmation Order and all other matters contained herein;
- (u) enter a Final Decree closing the Chapter 11 Case or converting this case to a chapter 7 case; and
- (v) enter any orders necessary to effectuate the Confirmation Order and the Plan.

Failure of Bankruptcy Court to Exercise Jurisdiction. If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in or related to the Reorganized Debtors, this Article shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

1. Substantial Consummation of Plan. For purposes of any future analysis regarding, *inter alia*, appellate issues, modification of Plan, administration of the Plan and jurisdiction of the Bankruptcy Court, this Plan shall be deemed substantially consummated upon the completion of the initial Distribution required under the Plan to be made on or before ten (10) days after the Effective Date.

2. Confirmation Order Controls. To the extent the Disclosure Statement or any agreement entered into between or among the Debtors, the Reorganized Debtors or any third party, is inconsistent with the Plan, the Plan shall control. To the extent that the Plan, the Disclosure Statement or any agreement entered into between or among the Debtors, the Reorganized Debtors or any third party, is inconsistent with the Confirmation Order, the Confirmation Order shall control.

3. Headings. The headings of the Articles, paragraphs and subparagraphs herein are inserted for convenience only and shall not affect the interpretation of the Plan.

4. Successors and Assigns. This Plan and all of the provisions thereof shall be binding upon and inure to the benefit of the Debtors, all creditors and interested parties and their respective heirs, executors, administrators, successors and assigns.

5. Notices. Any notice required or permitted to be provided under this Plan shall be in writing and served by either (a) certified mail, return receipt requested, postage prepaid, (b) hand delivery, or (c) reputable overnight delivery service, freight prepaid.

6. Exemption from Taxes. Pursuant to Section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of any security or the making or delivery of any instrument of transfer under this Plan may not be taxed under any law imposing a stamp tax, use tax, sales tax or similar tax. Any sale of any Asset occurring before, after or upon the Effective Date shall be deemed to be in furtherance of this Plan.

7. Binding Effect of Plan. The provisions of this Plan, Confirmation Order and Plan Documents shall be binding upon and inure to the benefit of the Debtors, the Estates, any holder of any Claim or Interest treated herein or any Person named or referred to in this Plan, and each of their respective heirs, executors, administrators, representatives, predecessors, successors, assigns, agent, officers and directors, and, as to the binding effect, to the fullest extent permitted under the Bankruptcy Code and other applicable law, each other Person affected by this Plan or Confirmation Order.

8. Final Order. Except as otherwise expressly provided in this Plan, any requirement in this Plan for a Final Order may be waived by the Debtors or, after the Effective Date, the Reorganized Debtors upon written notice to the Bankruptcy Court. No such waiver shall prejudice the right of any party in interest to seek a stay pending appeal of any order that is not a Final Order.

9. Business Days. If any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

10. Severability of Plan Provisions. If prior to Confirmation any term or provision of this Plan that does not govern on appeal the treatment of Claims or Interests is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

11. Governing Law. EXCEPT TO THE EXTENT THAT THE BANKRUPTCY CODE OR BANKRUPTCY RULES OR OTHER FEDERAL LAWS ARE APPLICABLE, AND SUBJECT TO THE PROVISIONS OF ANY CONTRACT, INSTRUMENT, RELEASE, INDENTURE OR OTHER AGREEMENT OR DOCUMENT ENTERED INTO IN CONNECTION WITH THIS PLAN, THE CONSTRUCTION, IMPLEMENTATION AND ENFORCEMENT OF THIS PLAN AND ALL RIGHTS AND OBLIGATIONS ARISING UNDER THIS PLAN SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES WHICH WOULD APPLY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA.

12. Filing of Additional Documents. On or before substantial consummation of this Plan, the Debtors shall issue, execute, deliver, and file with the Bankruptcy Court or record any agreements and other documents, and take any action as may be necessary or appropriate to effectuate, consummate and further evidence the terms and conditions of this Plan or any Plan Document, including by making such supplemental disclosures or notices as any proponent deems useful.

13. Time. Unless otherwise specified herein, in computing any period of time prescribed or allowed by this Plan, the day of the act or event from which the designated period begins to run shall not be included. The last day of the period so computed shall be included, unless it is not a

Business Day, in which event the period runs until the end of next succeeding day that is a Business Day. Otherwise, the provisions of Bankruptcy Rule 9006 shall apply.

14. Saturday, Sunday or Legal Holiday. If any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

15. No Attorneys' Fees. No attorneys' fees will be paid by the Debtors with respect to any Claim or Interest, except as expressly specified herein or allowed by a Final Order of the Bankruptcy Court.

16. Preservation of Rights of Setoff. Except with respect to the Allowed Class LP-2 Secured Claim of PNC, the Debtors or the Reorganized Debtors, as the case may be, may, but shall not be required to, set off against any Claim, and the payments or other Distributions to be made pursuant to this Plan in respect of such Claim, claims of any nature whatsoever that the Debtors may have had against the holder of such Claims; but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claim that the Debtors or the Reorganized Debtors may have against such holder.

17. Defenses with Respect to Unimpaired Claims. Except with respect to the Allowed Class LP-2 Secured Claim of PNC, and except as otherwise provided in this Plan, nothing shall affect the rights and legal and equitable defenses of the Debtors with respect to any unimpaired Claim, including all rights in respect of legal and equitable defenses to setoffs or recoupments against unimpaired Claims.

18. No Injunctive Relief. No Claim or Interest shall under any circumstances be entitled to specific performance or other injunctive, equitable, or other prospective relief.

19. No Admissions. Notwithstanding anything herein to the contrary, nothing contained in this Plan shall be deemed an admission by the Debtors with respect to any matter set forth herein, including, without limitation, liability on any Claim or Interest or the propriety of any classification of any Claim or Interest.

20. Entire Agreement. This Plan sets forth the entire agreement and undertakings relating to the subject matter hereof and supersedes all prior discussions and documents. The Reorganized Debtors shall not be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof, other than as expressly provided for herein or as may hereafter be agreed to by the parties in writing.

No Pre-Payment from Insurance Proceeds. If and to the extent the Reorganized Debtors incur a loss relating to the Reorganized Debtor Assets and such losses are covered by insurance, such insurance proceeds shall be utilized to purchase replacement equipment and shall not be utilized to pre-pay any portion of any Claims in Classes LP-3, LP-4, LP-5, LP-6, LP-7, LP-8, LP-9, LP-10, LP-11, Corp-2 and Corp-3 hereunder. The holder of any such Allowed Secured Claim shall

receive a replacement lien on the replacement equipment in lieu any insurance proceeds arising from such Collateral.

ARTICLE XVII

CONFIRMATION REQUEST

Classes LP-14 and Corp-5 are not expected to receive any Distribution on account of their Claims and Interests under the Plan and are therefore deemed to have rejected this Plan. The Debtors therefore request that the Bankruptcy Court confirm this Plan under the cramdown provisions of Section 1129(b) of the Bankruptcy Code with respect to Classes LP-14 and Corp-5, as well as with respect to any other Class that does not vote to accept this Plan on the basis that this Plan is fair and equitable, and does not discriminate unfairly, with respect to each Class of Claims or Interests that is Impaired under, and has not accepted, this Plan.

ARTICLE XVIII

CONCLUSION

The aforesaid provisions shall constitute the First Amended Joint Plan of Reorganization of the Debtors. This Plan, when approved and confirmed by the Bankruptcy Court, shall be deemed binding on the Debtors and all creditors and all parties in interest and their successors and assigns in accordance with Section 1141 of the Bankruptcy Code.

Respectfully submitted this 12th day of May 2010.

AMERIGROW RECYCLING – DELRAY, LIMITED PARTNERSHIP

By: /s/ Janet Tomlinson
Janet Tomlinson, President of Amerigrow Corp., General Partner

AMERIGROW RECYCLING CORP.

By: /s/ Janet Tomlinson
Janet Tomlinson, President

GENOVESE JOBLOVE & BATTISTA, P.A.

By: /s/ Heather L. Harmon
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Miami, FL 33131
Tel. (305) 349-2300
Fax. (305) 349-2310

Attorneys for the Debtors and
Debtors in Possession

Amended, Consolidated, Renewed and Restated Term Note



\$ _____

June ____, 2010

FOR VALUE RECEIVED, AMERIGROW RECYCLING – DELRAY LIMITED PARTNERSHIP, a New York limited partnership (the “**Borrower**”), with an address at 10320 W. Atlantic Avenue, Delray Beach, Florida 33446, promises to pay to the order of **PNC BANK, NATIONAL ASSOCIATION** (the “**Bank**”), in lawful money of the United States of America in immediately available funds at its offices located at 205 Datura Street, West Palm Beach, Florida 33401, or at such other location as the Bank may designate from time to time, the principal sum of _____ DOLLARS (\$____), together with interest accruing on the outstanding principal balance from the date hereof, all as provided below.

1. **Rate of Interest.** Amounts outstanding under this Note will bear interest as follows:
 - A. From the date of this Note, through _____ 14, 2011 (“**1st Loan Year**”) interest shall be calculated at a rate per annum (“**Floating Rate**”) which is at all times equal to the LIBOR Rate plus three hundred seventy-five (375) basis points (3.75%); provided, however, that said interest rate shall never be less than 4.00% nor greater than 4.50%;
 - B. From _____ 15, 2011 through _____ 14, 2012 (“**2nd Loan Year**”), interest shall be calculated at a Floating Rate which is at all times equal to the LIBOR Rate plus four hundred twenty-five (425) basis points (4.25%); provided, however, that said interest rate shall never be less than 4.50% nor greater than 5.25%;
 - C. From _____ 15, 2012 through _____ 14, 2013 (“**3rd Loan Year**”), interest shall be calculated at a Floating Rate which is at all times equal to the LIBOR Rate plus four hundred fifty (450) basis points (4.50%); provided, however, that said interest rate shall never be less than 4.75% nor greater than 5.75%;
 - D. From _____ 15, 2013 through _____ 14, 2014 (“**4th Loan Year**”), interest shall be calculated at a Floating Rate which is at all times equal to the LIBOR Rate plus five hundred (500) basis points (5.00%); provided, however, that said interest rate shall never be less than 5.75% nor greater than 6.75%;
 - E. From _____ 15, 2014 through _____ 14, 2015 (“**5th Loan Year**”), interest shall be calculated at a Floating Rate which is at all times equal to the LIBOR Rate plus five hundred seventy-five (575) basis points (5.75%); provided, however, that said interest rate shall never be less than 6.00% nor greater than 6.75%;
 - F. From _____ 15, 2015 through _____ 14, 2016 (“**6th Loan Year**”), interest shall be calculated at a Floating Rate which is at all times equal to the LIBOR Rate plus five hundred seventy-five (575) basis points (5.75%); provided, however, that said interest rate shall never be less than 6.00% nor greater than 6.75%.

Interest will be calculated based on the actual number of days that principal is outstanding over a year of 360 days. In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

For purposes hereof, the following terms shall have the following meanings:

“**LIBOR Rate**” shall mean the thirty (30) day interest rate appearing on Reuters LIBOR01 Page and republished by and made available to paid subscribers of The Wall Street Journal, or its successors and

assigns, at approximately 11:00 a.m. (London time) two (2) Business Days immediately preceding the commencement of each Interest Period, at which deposits in United States dollars are offered in the London interbank market.

“Interest Period” shall mean initially the period of time commencing on the date hereof and ending on the last day of the calendar month in which the date hereof occurs; thereafter it shall mean each one-month period commencing on the first day of each calendar month and ending on the last day of such calendar month.

2. Payment Terms. Principal and interest will be payable as provided below:

- A. On or before the Effective Date, as defined in the confirmed plan of the Bankruptcy Proceeding (as defined herein), the Borrower shall make a payment to the Bank in the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00).
- B. During the 1st Loan Year, payments of interest only shall be due and payable monthly on the fifteen (15th) day of each month.
- C. During the 2nd Loan Year, payments of interest only shall be due and payable monthly on the fifteen (15th) day of each month.
- D. During the 3rd Loan Year, payments of interest only shall be due and payable monthly on the fifteen (15th) day of each month.
- E. During the 4th Loan Year, payments of principal shall be due and payable monthly on the fifteen (15th) day of each month in an amount based upon a twenty (20) year amortization of the principal amount due under this Note, plus all accrued and unpaid interest thereon.
- F. During the 5th Loan Year, payments of principal shall be due and payable monthly on the first (1st) day of each month in an amount based upon a twenty (20) year amortization of the principal amount due under this Note, plus all accrued and unpaid interest thereon.
- G. During the 6th Loan Year, payments of principal shall be due and payable monthly on the fifteen (15th) day of each month in an amount based upon a fourteen (14) year amortization of the principal amount due under this Note, plus all accrued and unpaid interest thereon.
- H. The balance of all principal and interest shall be due and payable in full on _____, 2016.

If any payment under this Note shall become due on a Saturday, Sunday or public holiday under the laws of the State where the Bank’s office indicated above is located, such payment shall be made on the next succeeding business day and such extension of time shall be included in computing interest in connection with such payment. The Borrower hereby authorizes the Bank to charge the Borrower’s deposit account at the Bank for any payment when due. Payments received will be applied to charges, fees and expenses (including attorneys’ fees), accrued interest and principal in any order the Bank may choose, in its sole discretion.

3. Late Payments; Default Rate. If the Borrower fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of this Note within fifteen (15) calendar days of the date due and payable, the Borrower also shall pay to the Bank a late charge equal to the lesser of five percent (5%) of the amount of such payment or \$100.00 (the **“Late Charge”**). Such fifteen (15) day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the Bank’s option upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, each advance outstanding under this Note shall bear interest at a rate per annum (based on the actual number of days that principal is outstanding over a year of 360 days) which shall be equal to

eighteen percent (18%) per annum, but not more than the maximum rate allowed by law (the “**Default Rate**”). The Default Rate shall continue to apply whether or not judgment shall be entered on this Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Bank’s expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Bank’s exercise of any rights and remedies hereunder, under the other Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Bank may employ. In addition, the Default Rate reflects the increased credit risk to the Bank of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Bank, and that the actual harm incurred by the Bank cannot be estimated with certainty and without difficulty.

4. Prepayment. The Borrower shall have the right to prepay the amounts due hereunder at any time and from time to time, in whole or in part; subject, however, to payment of any break funding indemnification amounts owing pursuant to paragraph 5 below. In the event the Borrower prepays the Note and all amounts due the Lender hereunder and in connection with the other Loan Documents prior to the 6th Loan Year, and provided no Event of Default is continuing on the date of such prepayment or an event which with either notice or the passage of time or both would result in an Event of Default is continuing on the date of such prepayment, the Borrower shall be entitled to and the amount of principal due shall be reduced in accordance with the schedule below:

<u>Loan Year</u>	<u>Principal Percentage Reduction</u>
1 st Loan Year	10%
2 nd Loan Year	8%
3 rd Loan Year	6%
4 th Loan Year	4%
5 th Loan Year	2%

5. Break Funding Indemnification. The Borrower agrees to indemnify the Bank against any liabilities, losses or expenses (including, without limitation, loss of margin, any loss or expense sustained or incurred in liquidating or employing deposits from third parties, and any loss or expense incurred in connection with funds acquired to effect, fund or maintain any advance (or any part thereof) bearing interest at a Fixed Rate) which the Bank sustains or incurs as a consequence of either (i) the Borrower’s failure to make a payment on the due date thereof, (ii) the Borrower’s revocation (expressly, by later inconsistent notices or otherwise) in whole or in part of any notice given to Bank to request, convert, renew or prepay any advance bearing interest at a Fixed Rate, or (iii) the Borrower’s payment or prepayment (whether voluntary, after acceleration of the maturity of this Note or otherwise) or conversion of any advance bearing interest at a Fixed Rate on a day other than the regularly scheduled due date therefor. A notice as to any amounts payable pursuant to this paragraph given to the Borrower by the Bank shall, in the absence of manifest error, be conclusive and shall be payable upon demand. The Borrower’s indemnification obligations hereunder shall survive the payment in full of the advances and all other amounts payable hereunder.

6. Usury. Regardless of any other provision of this Note or other Loan Documents, if for any reason the effective interest should exceed the maximum lawful interest, the effective interest shall be deemed reduced to, and shall be, such maximum lawful interest, and (i) the amount which would be excessive interest shall be deemed applied to the reduction of the principal balance of this Note and not to the payment of interest, and (ii) if the loan evidenced by this Note has been or is thereby paid in full, the excess shall be returned to the party paying same, such application to the principal balance of this Note or the refunding of excess to be a complete settlement and acquittance thereof.

7. Other Loan Documents. This Note is being provided pursuant to Debtors’ Amended Joint Plan of Reorganization filed with the United States Bankruptcy Court, Southern District of Florida, Case Number 09-34122 (“**Bankruptcy Proceeding**”), and the other agreements and documents executed and/or delivered in connection therewith or referred to therein, the terms of which are incorporated herein by reference (as amended, modified or renewed from time to time, collectively the “**Loan Documents**”), and is secured by the property (if

any) described in the Loan Documents and by such other collateral as previously may have been or may in the future be granted to the Bank to secure this Note.

8. Events of Default. The occurrence of any of the following events will be deemed to be an “**Event of Default**” under this Note: (i) the nonpayment of any principal, interest or other indebtedness under this Note when due; (ii) the occurrence of any event of default or any default and the lapse of any notice or cure period, or any Obligor’s failure to observe or perform any covenant or other agreement, under or contained in any Loan Document or any other document now or in the future evidencing or securing any debt, liability or obligation of any Obligor to the Bank; (iii) except for the pending Bankruptcy Proceeding, the filing by or against any Obligor of any proceeding in bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding (and, in the case of any such proceeding instituted against any Obligor, such proceeding is not dismissed or stayed within 30 days of the commencement thereof, provided that the Bank shall not be obligated to advance additional funds hereunder during such period); (iv) any assignment by any Obligor for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of any Obligor held by or deposited with the Bank; (v) a default with respect to any other indebtedness of any Obligor for borrowed money, if the effect of such default is to cause or permit the acceleration of such debt; (vi) the commencement of any foreclosure or forfeiture proceeding, execution or attachment against any collateral securing the obligations of any Obligor to the Bank; (vii) the entry of a final judgment against any Obligor and the failure of such Obligor to discharge the judgment within ten (10) days of the entry thereof; (viii) any material adverse change in any Obligor’s business, assets, operations, financial condition or results of operations; (ix) any Obligor ceases doing business as a going concern; (x) any representation or warranty made by any Obligor to the Bank in any Loan Document or any other documents now or in the future evidencing or securing the obligations of any Obligor to the Bank, is false, erroneous or misleading in any material respect; (xi) if this Note or any guarantee executed by any Obligor is secured, the failure of any Obligor to provide the Bank with additional collateral if in the Bank’s opinion at any time or times, the market value of any of the collateral securing this Note or any guarantee has depreciated below that required pursuant to the Loan Documents or, if no specific value is so required, then in an amount deemed material by the Bank; (xii) the revocation or attempted revocation, in whole or in part, of any guarantee by any Obligor; (xiii) the death, incarceration, indictment or legal incompetency of any individual Obligor or, if any Obligor is a partnership or limited liability company, the death, incarceration, indictment or legal incompetency of any individual general partner or member; or (xiv) a default by the Borrower with respect to any obligations set forth in the confirmed plan of the Bankruptcy Proceeding. As used herein, the term “**Obligor**” means any Borrower and any guarantor of, or any pledgor, mortgagor or other person or entity providing collateral support for, the Borrower’s obligations to the Bank existing on the date of this Note or arising in the future.

Upon the occurrence of an Event of Default: (a) the Bank shall be under no further obligation to make advances hereunder; (b) if an Event of Default specified in clause (iii) or (iv) above shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder shall be immediately due and payable without demand or notice of any kind; (c) if any other Event of Default shall occur, the outstanding principal balance and accrued interest hereunder together with any additional amounts payable hereunder, at the Bank’s option and without demand or notice of any kind, may be accelerated and become immediately due and payable; (d) at the Bank’s option, this Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default; and (e) the Bank may exercise from time to time any of the rights and remedies available under the Loan Documents or under applicable law.

9. Right of Setoff. In addition to all liens upon and rights of setoff against the Borrower’s money, securities or other property given to the Bank by law, the Bank shall have, with respect to the Borrower’s obligations to the Bank under this Note and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and the Borrower hereby grants the Bank a security interest in, and hereby assigns, conveys, delivers, pledges and transfers to the Bank, all of the Borrower’s right, title and interest in and to, all of the Borrower’s deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, the Bank or any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., whether held in a general or special account or deposit, whether held jointly with someone else, or

whether held for safekeeping or otherwise, excluding, however, all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand upon or notice to the Borrower. Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of an Event of Default hereunder without any action of the Bank, although the Bank may enter such setoff on its books and records at a later time.

10. Indemnity. The Borrower agrees to indemnify each of the Bank, each legal entity, if any, who controls, is controlled by or is under common control with the Bank, and each of their respective directors, officers and employees (the “**Indemnified Parties**”), and to defend and hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Note or in the other Loan Documents or the use of any advance hereunder, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Note, payment of any advance hereunder and the assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.

11. Release. The Borrower acknowledges that, as of the date hereof, Borrower has no defenses, claims, counterclaims or rights of set-off, legal or equitable, arising out of or in connection with the loan transaction contemplated by the Loan Documents or any prior loan documents, including, without limitation, the Original Note (as hereinafter defined) and all documents executed in connection therewith between the Borrower and the Bank. The Borrower waives and releases, acquits, satisfies and forever discharges the Bank and its affiliates, successors and assigns from any and all claims, counterclaims, defenses, actions, causes (legal or equitable), promises and demands whatsoever in law or in equity which the Borrower ever had, now has or which any successor or assign thereof hereafter can, shall or may have against the Bank or its affiliates, successors or assigns, upon or by reason of any manner, or cause or thing whatsoever through the date hereof.

12. Miscellaneous. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (“**Notices**”) must be in writing (except as may be agreed otherwise above with respect to borrowing requests) and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this paragraph. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. The Borrower agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by the Bank in the enforcement of its rights in this Note and in any security therefor, including without limitation reasonable fees and expenses of the Bank's counsel. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment. The Borrower also waives all defenses

based on suretyship or impairment of collateral. If this Note is executed by more than one Borrower, the obligations of such persons or entities hereunder will be joint and several. This Note shall bind the Borrower and its heirs, executors, administrators, successors and assigns, and the benefits hereof shall inure to the benefit of the Bank and its successors and assigns; provided, however, that the Borrower may not assign this Note in whole or in part without the Bank's written consent and the Bank at any time may assign this Note in whole or in part.

This Note has been delivered to and accepted by the Bank and will be deemed to be made in the State where the Bank's office indicated above is located. **THIS NOTE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE BANK AND THE BORROWER DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES.** The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Bank's office indicated above is located; provided that nothing contained in this Note will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Bank and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Note.

13. Authorization to Obtain Credit Reports. By signing below, each Borrower who is an individual provides written authorization to the Bank or its designee (and any assignee or potential assignee hereof) to obtain the Borrower's personal credit profile from one or more national credit bureaus. Such authorization shall extend to obtaining a credit profile in considering this Note and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account.

14. Commercial Purpose. The Borrower represents that the indebtedness evidenced by this Note is being incurred by the Borrower solely for the purpose of acquiring or carrying on a business, professional or commercial activity, and not for personal, family or household purposes.

15. Renewal. This Note consolidates, amends and restates (i) that certain Promissory Note dated October 26, 2006, in the original principal amount of \$6,600,000.00 from the Borrower to Fidelity Federal Bank and Trust, predecessor in interest to the Bank, (ii) that certain Line of Credit Note dated October 26, 2006, in the original principal amount of \$250,000.00 from Borrower to Fidelity Federal Bank and Trust, predecessor in interest to the Bank, and (iii) that certain Consolidated Promissory Note dated September 12, 2007, in the original principal amount of \$500,000.00 from the Borrower to National City Bank, successor by merger to Fidelity Federal Bank and Trust and predecessor in interest to the Bank (collectively, "**Original Note**"). It is the intention of the Borrower and the Bank that this Note renews, amends, replaces and supersedes the Original Note and it is not in payment or satisfaction of the Original Note, but rather is the substitution of one evidence of debt for another without any intent to extinguish the old. Should there be any conflict between the terms of this Note and the terms of the Original Note, the terms of this Note shall control. All required Florida documentary stamp taxes were paid in connection with the Original Note. Since there is no increase to the amount of indebtedness due, no additional Florida documentary stamp taxes are due in connection with this Note.

16. WAIVER OF JURY TRIAL. **THE BORROWER IRREVOCABLY WAIVES ANY AND ALL RIGHTS THE BORROWER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS NOTE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS NOTE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE BORROWER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

The Borrower acknowledges that it has read and understood all the provisions of this Note, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

EXECUTED IN THE PRESENCE OF:

(Signature)

(Printed Name)

(Signature)

(Printed Name)

**AMERIGROW RECYCLING – DELRAY
LIMITED PARTNERSHIP**, a New York limited
partnership

By: _____

Name: _____

Title: _____

PREPARED BY AND RETURN TO:

Shannon B. Gray, Esq.
Carlton Fields, P.A.
4221 West Boy Scout Boulevard, Suite 1000
Tampa, FL 33607-5780

THIS AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT AMENDS AND RESTATES THAT CERTAIN MORTGAGE DATED AS OF OCTOBER 26, 2006 MADE BY MORTGAGOR IN FAVOR OF FIDELITY FEDERAL BANK & TRUST AND RECORDED IN O.R. BOOK 21028, PAGE 1064 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AS AMENDED BY THAT CERTAIN MORTGAGE MODIFICATION AND NOTICE OF FUTURE ADVANCE AGREEMENT DATED AS OF SEPTEMBER 12, 2007 MADE BY MORTGAGOR IN FAVOR OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO FIDELITY FEDERAL BANK & TRUST, PREDECESSOR IN INTEREST TO MORTGAGEE (“PRIOR MORTGAGE”) WHICH PRIOR MORTGAGE SECURED, AMONG OTHER THINGS, THE ORIGINAL NOTES (DEFINED HEREIN). FLORIDA DOCUMENTARY STAMP TAXES AND NON-RECURRING INTANGIBLE PERSONAL PROPERTY TAXES WERE PAID UPON RECORDATION OF THE ORIGINAL MORTGAGE. THERE IS NO ADDITIONAL INDEBTEDNESS SECURED HEREBY, THEREFORE, NO ADDITIONAL FLORIDA DOCUMENTARY STAMP TAXES OR NON-RECURRING INTANGIBLE PERSONAL PROPERTY TAXES ARE DUE.

Amended and Restated Mortgage And Security Agreement (This Mortgage Secures Future Advances)



THIS AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT (this “Mortgage”) is made as of the _____ day of _____, 2010, by **AMERIGROW RECYCLING – DELRAY, LIMITED PARTNERSHIP**, a New York limited partnership (the “Mortgagor”), with an address at 10320 W. Atlantic Avenue, Delray Beach, Florida 33446 in favor of **PNC BANK, NATIONAL ASSOCIATION** (the “Mortgagee”), with an address at 205 Datura Street, West Palm Beach, Florida 33401.

WHEREAS, the Mortgagor executed that certain Mortgage dated as of October 26, 2006 in favor of Fidelity Federal Bank & Trust, predecessor in interest to the Mortgagee which was recorded in O.R. Book 21028, Page 1064 of the Public Records of Palm Beach County, Florida, as amended by that certain Mortgage Modification and Notice of Future Advance Agreement dated as of September 12, 2007 which was recorded in O.R. Book 22116, Page 1430 of the Public Records of Palm Beach County, Florida (“**Original Mortgage**”) securing, among other things, that certain Promissory Note dated as of October 26, 2006 made by the Mortgagor in favor of Fidelity Federal Bank & Trust, predecessor in interest to the Mortgagee in the original principal amount of \$6,600,000.00, that certain Line of Credit

Promissory Note dated as of October 26, 2006, made by the Mortgagor in favor of Fidelity Federal Bank & Trust, predecessor in interest to the Mortgagee in the original principal amount of \$250,000.00 and that certain Consolidated Promissory Note dated as of September 12, 2007 made by the Mortgagor in favor of National City Bank, successor by merger to Fidelity Federal Bank & Trust, predecessor in interest to the Mortgagee in the original principal amount of \$500,000.00 (collectively "Original Notes").

WHEREAS, the Mortgagor is indebted to the Mortgagee in the principal sum of _____ Dollars (\$_____) together with interest thereon ("**Loan**"), as evidenced by that certain Amended, Consolidated, Renewed and Restated Term Note of even date herewith executed by the Mortgagor and delivered to the Mortgagee (such Amended, Consolidated, Renewed and Restated Term Note, together with any and all renewals, extensions and modifications thereof being hereinafter called the "**Note**"), which Note by reference is made a part hereof to the same extent as though set out in full herein.

NOW, THEREFORE, for the purpose of securing the payment and performance of the following obligations (collectively called the "**Obligations**"):

(A) The Loan, the Note and all other loans, advances, debts, liabilities, obligations, covenants and duties owing by the Mortgagor to the Mortgagee or to any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Mortgagor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (v) under any interest or currency swap, future, option or other interest rate protection or similar agreement, (vi) under or by reason of any foreign currency transaction, forward, option or other similar transaction providing for the purchase of one currency in exchange for the sale of another currency, or in any other manner, or (vii) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Mortgagee to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Mortgagee's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Mortgagee incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

(B) Any sums advanced by the Mortgagee or which may otherwise become due pursuant to the provisions of the Note or this Mortgage or pursuant to any other document or instrument at any time delivered to the Mortgagee to evidence or secure any of the Obligations or which otherwise relate to any of the Obligations (as the same may be amended, supplemented or replaced from time to time, the "**Loan Documents**").

The Mortgagor, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby give, grant, bargain, sell, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm unto the Mortgagee and does agree that the Mortgagee shall have a security interest in the following described property, all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof, and all reversions and remainders of such property now owned or held or hereafter acquired (the "**Property**"), to wit:

(a) All of the Mortgagor's estate in the premises described in Exhibit A, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining, and all of the Mortgagor's estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the "**Land**");

(b) All the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, machinery and equipment, including all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such buildings and heating, air conditioning and plumbing equipment now or hereafter attached to, located in or used in connection with those buildings, structures or other improvements (the "**Improvements**");

(c) All rents, income, issues and profits arising or issuing from the Land and the Improvements and all advantages and claims against guarantors of any of the Leases (as defined below) (the "**Rents**") including the Rents arising or issuing from all leases, licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land and Improvements (the "**Leases**"), all of which Leases and Rents are hereby assigned to the Mortgagee by the Mortgagor. The foregoing assignment shall include all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties, and all cash or securities deposited under Leases to secure performance of lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms. The foregoing assignment extends to Rents arising both before and after the commencement by or against the Mortgagor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law, and is intended as an absolute assignment and not merely the granting of a security interest. The Mortgagor, however, shall have a license to collect retain and use the Rents so long as no Event of Default shall have occurred and be continuing or shall exist. The Mortgagor will execute and deliver to the Mortgagee, on demand, such additional assignments and instruments as the Mortgagee may require to implement, confirm, maintain and continue the assignment of Rents hereunder; and

(d) All cash and noncash proceeds (including insurance proceeds), voluntary or involuntary of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof.

To have and to hold the same unto the Mortgagee, its successors and assigns, forever.

Provided, however, that if the Mortgagor shall pay to the Mortgagee the Obligations, and if the Mortgagor shall keep and perform each of its other covenants, conditions and agreements set forth herein and in the other Loan Documents, then, upon the termination of all obligations, duties and commitments of the Mortgagor under the Obligations and this Mortgage, and subject to the provisions of the paragraph entitled "Survival; Successors and Assigns", the estate hereby granted and conveyed shall become null and void.

1. Future Advances; Protection of Property. This Mortgage shall secure any additional obligations as well as any and all present or future advances and readvances under the Obligations made by Mortgagee to or for the benefit of Mortgagor or the Property within twenty (20) years from the date hereof (whether such advances are obligatory or are made at the option of Mortgagee or otherwise), up to a maximum principal amount of indebtedness outstanding at any time equal to double the face amount of the Note, plus accrued and unpaid interest, late charges, fees and other amounts due under the Obligations

or this Mortgage including, without limitation, advances for the payment of taxes and municipal assessments, maintenance charges, insurance premiums, advances for the construction, alteration or renovation on the Property, appraisal charges, environmental inspection, audit, testing or compliance costs, and costs incurred by Mortgagee for the enforcement and protection of the Property or the lien of this Mortgage, all legal fees, costs and other expenses incurred by Mortgagee by reason of any default or otherwise in connection with the Obligations, and for any other purpose, together with all other sums due hereunder or secured hereby.

Mortgagor agrees that if, at any time during the term of this Mortgage or following a foreclosure hereof (whether before or after the entry of a judgment of foreclosure), Mortgagor fails to perform or observe any covenant or obligation under this Mortgage including, without limitation, payment of any of the foregoing, Mortgagee may (but shall not be obligated to) take such steps as are reasonably necessary to remedy any such nonperformance or nonobservance and provide payment thereof. All amounts advanced by Mortgagee shall be added to the amount secured by this Mortgage and the other Loan Documents (and, if advanced after the entry of a judgment of foreclosure, by such judgment of foreclosure), and shall be due and payable on demand, together with interest at the Default Rate set forth in the Note, such interest to be calculated from the date of such advance to the date of repayment thereof.

2. Representations and Warranties. The Mortgagor represents and warrants to the Mortgagee that (i) the Mortgagor has good and marketable title to an estate in fee simple in the Land and Improvements and has all right, title and interest in all other property constituting a part of the Property, in each case free and clear of all liens and encumbrances, except as may otherwise be set forth on an Exhibit B hereto and (ii) its name, type of organization, jurisdiction of organization and chief executive office are true and complete as set forth in the heading of this Mortgage. This Mortgage is a valid and enforceable first lien on the Property (except as set forth on Exhibit B) and the Mortgagee shall, subject to the Mortgagor's right of possession prior to an Event of Default, quietly enjoy and possess the Property. The Mortgagor shall preserve such title as it warrants herein and the validity and priority of the lien hereof and shall forever warrant and defend the same to the Mortgagee against the claims of all persons.

3. Affirmative Covenants. Until all of the Obligations shall have been fully paid, satisfied and discharged the Mortgagor shall:

(a) **Payment and Performance of Obligations.** Pay or cause to be paid and perform all Obligations when due as provided in the Loan Documents.

(b) **Legal Requirements.** Promptly comply with and conform to all present and future laws, statutes, codes, ordinances, orders and regulations and all covenants, restrictions and conditions which may be applicable to the Mortgagor or to any of the Property (the "**Legal Requirements**").

(c) **Impositions.** Before interest or penalties are due thereon and otherwise when due, the Mortgagor shall pay all taxes of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Property, all general and special assessments (including any condominium or planned unit development assessments, if any), levies, permits, inspection and license fees, all water and sewer rents and charges, and all other charges and liens, whether of a like or different nature, imposed upon or assessed against the Mortgagor or any of the Property (the "**Impositions**"). Within thirty (30) days after the payment of any Imposition, the Mortgagor shall deliver to the Mortgagee written evidence acceptable to the Mortgagee of such payment. The Mortgagor's obligations to pay the Impositions shall survive the Mortgagee's taking title to (and possession of) the Property through foreclosure, deed-in-lieu or otherwise, as well as the termination of the Mortgage including, without limitation, by merger into a deed.

(d) **Maintenance of Security.** Use, and permit others to use, the Property only for its present use or such other uses as permitted by applicable Legal Requirements and approved in writing by the Mortgagee. The Mortgagor shall keep the Property in good condition and order and in a rentable and tenantable state of repair and will make or cause to be made, as and when necessary, all repairs, renewals, and replacements, structural and nonstructural, exterior and interior, foreseen and unforeseen, ordinary and extraordinary, provided, however, that no structural repairs, renewals or replacements shall be made without the Mortgagee's prior written consent. The Mortgagor shall not remove, demolish or alter the Property nor commit or suffer waste with respect thereto, nor permit the Property to become deserted or abandoned. The Mortgagor covenants and agrees not to take or permit any action with respect to the Property which will in any manner impair the security of this Mortgage or the use of the Property as set forth in the Loan Documents.

4. Leases. The Mortgagor shall not (a) execute an assignment or pledge of the Rents or the Leases other than in favor of the Mortgagee; (b) accept any prepayment of an installment of any Rents prior to the due date of such installment; or (c) enter into or amend any of the terms of any of the Leases without the Mortgagee's prior written consent. Any or all Leases of all or any part of the Property shall be subject in all respects to the Mortgagee's prior written consent, which consent shall not be unreasonably withheld, shall be subordinated to this Mortgage and to the Mortgagee's rights and, together with any and all rents, issues or profits relating thereto, shall be assigned at the time of execution to the Mortgagee as additional collateral security for the Obligations, all in such form, substance and detail as is satisfactory to the Mortgagee in its sole discretion.

5. Due on Sale Clause. The Mortgagor shall not sell, convey or otherwise transfer any interest in the Property (whether voluntarily or by operation of law), or agree to do so, without the Mortgagee's prior written consent, including (a) any sale, conveyance, encumbrance, assignment, or other transfer of (including installment land sale contracts), or the grant of a security interest in, all or any part of the legal or equitable title to the Property, except as otherwise permitted hereunder; (b) any lease of all or any portion of the Property; or (c) any sale, conveyance, encumbrance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of the Mortgagor, if a corporation or any partnership interest in the Mortgagor, if a partnership, or any membership interest, if a limited liability entity, except in favor of the Mortgagee. Any default under this Section shall cause an immediate acceleration of the Obligations without any demand by the Mortgagee.

6. Insurance. The Mortgagor shall keep the Property continuously insured, in an amount not less than the cost to replace the Property or an amount not less than eighty percent (80%) of the full insurable value of the Property, whichever is greater, covering such risks and in such amounts and with such deductibles as are satisfactory to the Mortgagee and its counsel including, without limitation, insurance against loss or damage by windstorm, fire, with extended coverage and against other hazards as the Mortgagee may from time to time require. With respect to any property under construction or reconstruction, the Mortgagor shall maintain builder's risk insurance. The Mortgagor shall also maintain comprehensive general public liability insurance, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate per location, which includes contractual liability insurance for the Mortgagor's obligations under the Leases, and worker's compensation insurance. All property and builder's risk insurance shall include protection for continuation of income for a period of twelve (12) months, in the event of any damage caused by the perils referred to above. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Mortgagee, shall be with an insurance company or companies satisfactory to the Mortgagee, shall be in form satisfactory to the Mortgagee, shall meet all coinsurance requirements of the Mortgagee, shall be maintained in full force and effect, shall be assigned to the Mortgagee, with premiums prepaid, as collateral security for payment of the Obligations, shall be

endorsed with a standard mortgagee clause in favor of the Mortgagee and shall provide for at least thirty (30) days notice of cancellation to the Mortgagee. Such insurance shall also name the Mortgagee as an additional insured under the comprehensive general public liability policy and the Mortgagor shall also deliver to the Mortgagee a copy of the replacement cost coverage endorsement. If the Property is located in an area which has been identified by any governmental agency, authority or body as a flood hazard area or the like, then the Mortgagor shall maintain a flood insurance policy covering the Property in an amount not less than the original principal amount of the Loan or the maximum limit of coverage available under the federal program, whichever amount is less.

7. Rights of Mortgagee to Insurance Proceeds. In the event of loss, the Mortgagee shall have the exclusive right to adjust, collect and compromise all insurance claims, and the Mortgagor shall not adjust, collect or compromise any claims under said policies without the Mortgagee's prior written consent. Each insurer is hereby authorized and directed to make payment under said policies, including return of unearned premiums, directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the Mortgagor appoints the Mortgagee as the Mortgagor's attorney-in-fact to endorse any draft therefor. All insurance proceeds may, at the Mortgagee's sole option, be applied to all or any part of the Obligations and in any order (notwithstanding that such Obligations may not then otherwise be due and payable) or to the repair and restoration of any of the Property under such terms and conditions as the Mortgagee may impose.

8. Installments for Insurance, Taxes and Other Charges. Upon the Mortgagee's request, the Mortgagor shall pay to the Mortgagee monthly, an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual Impositions and any other item which at any time may be or become a lien upon the Property (the "**Escrow Charges**"). The amounts so paid shall be used in payment of the Escrow Charges so long as no Event of Default shall have occurred. No amount so paid to the Mortgagee shall be deemed to be trust funds, nor shall any sums paid bear interest. The Mortgagee shall have no obligation to pay any insurance premium or Imposition if at any time the funds being held by the Mortgagee for such premium or Imposition are insufficient to make such payments. If, at any time, the funds being held by the Mortgagee for any insurance premium or Imposition are exhausted, or if the Mortgagee determines, in its sole discretion, that such funds will be insufficient to pay in full any insurance premium or Imposition when due, the Mortgagor shall promptly pay to the Mortgagee, upon demand, an amount which the Mortgagee shall estimate as sufficient to make up the deficiency. Upon the occurrence of an Event of Default, the Mortgagee shall have the right, at its election, to apply any amount so held against the Obligations due and payable in such order as the Mortgagee may deem fit, and the Mortgagor hereby grants to the Mortgagee a lien upon and security interest in such amounts for such purpose.

9. Condemnation. The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of any of the Property, shall notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor shall deliver to the Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken or for damage to property not taken, whether as a result of such proceedings or in lieu thereof, is hereby assigned to and shall be received and collected directly by the Mortgagee, and any award or compensation shall be applied, at the Mortgagee's option, to any part of the Obligations and in any order (notwithstanding that any of such Obligations may not then be due and payable) or to the repair and restoration of any of the Property under such terms and conditions as the Mortgagee may impose.

10. Environmental Matters. (a) For purposes of this Section 10, the term "**Environmental Laws**" shall mean all federal, state and local laws, regulations and orders, whether now or in the future enacted or issued, pertaining to the protection of land, water, air, health, safety or the environment. The

term “**Regulated Substances**” shall mean all substances regulated by Environmental Laws, or which are known or considered to be harmful to the health or safety of persons, or the presence of which may require investigation, notification or remediation under the Environmental Laws. The term “**Contamination**” shall mean the discharge, release, emission, disposal or escape of any Regulated Substances into the environment.

(b) The Mortgagor represents and warrants (i) that no Contamination is present at, on or under the Property and that no Contamination is being or has been emitted onto any surrounding property; (ii) all operations and activities on the Property have been and are being conducted in accordance with all Environmental Laws, and the Mortgagor has all permits and licenses required under the Environmental Laws; (iii) no underground or aboveground storage tanks are or have been located on or under the Property; and (iv) no legal or administrative proceeding is pending or threatened relating to any environmental condition, operation or activity on the Property, or any violation or alleged violation of Environmental Laws. These representations and warranties shall be true as of the date hereof, and shall be deemed to be continuing representations and warranties which must remain true, correct and accurate during the entire duration of the term of this Mortgage.

(c) The Mortgagor shall ensure, at its sole cost and expense, that the Property and the conduct of all operations and activities thereon comply and continue to comply with all Environmental Laws. The Mortgagor shall notify the Mortgagee promptly and in reasonable detail in the event that the Mortgagor becomes aware of any violation of any Environmental Laws, the presence or release of any Contamination with respect to the Property, or any governmental or third party claims relating to the environmental condition of the Property or the conduct of operations or activities thereon. The Mortgagor also agrees not to permit or allow the presence of Regulated Substances on any part of the Property, except for those Regulated Substances (i) which are used in the ordinary course of the Mortgagor’s business, but only to the extent they are in all cases used in a manner which complies with all Environmental Laws; and (ii) those Regulated Substances which are naturally occurring on the Property. The Mortgagor agrees not to cause, allow or permit the presence of any Contamination on the Property.

(d) The Mortgagee shall not be liable for, and the Mortgagor shall indemnify, defend and hold the Mortgagee and the Indemnified Parties (as hereinafter defined) and all of their respective successors and assigns harmless from and against all losses, costs, liabilities, damages, fines, claims, penalties and expenses (including reasonable attorneys’, consultants’ and contractors’ fees, costs incurred in the investigation, defense and settlement of claims, as well as costs incurred in connection with the investigation, remediation or monitoring of any Regulated Substances or Contamination) that the Mortgagee or any Indemnified Party may suffer or incur (including as holder of the Mortgage, as mortgagee in possession or as successor in interest to the Mortgagor as owner of the Property by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure) as a result of or in connection with (i) any Environmental Laws (including the assertion that any lien existing or arising pursuant to any Environmental Laws takes priority over the lien of the Mortgage); (ii) the breach of any representation, warranty, covenant or undertaking by the Mortgagor in this Section 10; (iii) the presence on or the migration of any Contamination or Regulated Substances on, under or through the Property; or (iv) any litigation or claim by the government or by any third party in connection with the environmental condition of the Property or the presence or migration of any Regulated Substances or Contamination on, under, to or from the Property.

(e) Upon the Mortgagee’s request, the Mortgagor shall execute and deliver an Environmental Indemnity Agreement satisfactory in form and substance to the Mortgagee, to more fully reflect the Mortgagor’s representations, warranties, covenants and indemnities with respect to the Environmental Laws.

11. Inspection of Property. The Mortgagee shall have the right to enter the Property at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon, as well as the conduct of operations and activities on the Property. The Mortgagee may enter the Property (and cause the Mortgagee's employees, agents and consultants to enter the Property), upon prior written notice to the Mortgagor, to conduct any and all environmental testing deemed appropriate by the Mortgagee in its sole discretion. The environmental testing shall be accomplished by whatever means the Mortgagee may deem appropriate, including the taking of soil samples and the installation of ground water monitoring wells or other intrusive environmental tests. The Mortgagor shall provide the Mortgagee (and the Mortgagee's employees, agents and consultants) reasonable rights of access to the Property as well as such information about the Property and the past or present conduct of operations and activities thereon as the Mortgagee shall reasonably request.

12. Events of Default. The occurrence of any one or more of the following events shall constitute an "**Event of Default**" hereunder: (a) any Event of Default or Termination Event (as such terms are defined in any of the Obligations); (b) any default under any of the Obligations that does not have a defined set of "Events of Default" and the lapse of any notice or cure period provided in such Obligations with respect to such default; (c) demand by the Mortgagee under any of the Obligations that have a demand feature; (d) the Mortgagor's failure to perform any of its obligations under this Mortgage or under any Environmental Indemnity Agreement executed and delivered pursuant to Section 10(e); (e) falsity, inaccuracy or material breach by the Mortgagor of any written warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor; (f) an uninsured material loss, theft, damage, or destruction to any of the Property, or the entry of any judgment against the Mortgagor or any lien against or the making of any levy, seizure or attachment of or on the Property; (g) the Mortgagee's failure to have a mortgage lien on the Property with the priority required under Section 2; (h) any indication or evidence received by the Mortgagee that the Mortgagor may have directly or indirectly been engaged in any type of activity which, in the Mortgagee's discretion, might result in the forfeiture of any property of the Mortgagor to any governmental entity, federal, state or local; (i) foreclosure proceedings are instituted against the Property upon any other lien or claim, whether alleged to be superior or junior to the lien of this Mortgage; or (j) the failure by the Mortgagor to pay any Impositions as required under Section 3(c), or to maintain in full force and effect any insurance required under Section 6.

13. Rights and Remedies of Mortgagee. If an Event of Default occurs, the Mortgagee may, at its option and without demand, notice or delay, do one or more of the following:

(a) The Mortgagee may declare the entire unpaid principal balance of the Obligations, together with all interest thereon, to be due and payable immediately.

(b) The Mortgagee may (i) institute and maintain any one or more actions of mortgage foreclosure against all or any part of the Property and the interests of the Mortgagor therein, (ii) institute and maintain an action on any instruments evidencing the Obligations or any portion thereof, and (iii) take such other action at law or in equity for the enforcement of any of the Loan Documents as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Obligations, and in each such action the Mortgagee shall be entitled to all costs of suit and attorneys fees. The unpaid balance of any judgment shall bear interest at the lesser of (a) the statutory rate provided for judgments, or (b) the Default Rate. Without limiting the foregoing, Mortgagee may foreclose this Mortgage and exercise its rights as a secured party for all or any portion of the Obligations which are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due and payable. In case of any sale of the Property by judicial proceedings, the Property may be sold in one parcel or in such parcels, manner or order as Mortgagee in its sole discretion may elect. Mortgagor, for itself and anyone claiming by, through or under it, hereby agrees that Mortgagee shall in no manner,

in law or in equity, be limited, except as herein provided, in the exercise of its rights in the Property or in any other security hereunder or otherwise appertaining to the Obligations or any other obligation secured by this Mortgage, whether by any statute, rule or precedent which may otherwise require said security to be marshaled in any manner and Mortgagor, for itself and others as aforesaid, hereby expressly waives and releases any right to or benefit thereof. The failure to make any tenant a defendant to a foreclosure proceeding shall not be asserted by Mortgagor as a defense in any proceeding instituted by Mortgagee to collect the Obligations or any deficiency remaining unpaid after the foreclosure sale of the Property.

(c) The Mortgagee may, in its sole and absolute discretion: (i) collect any or all of the Rents, including any Rents past due and unpaid, (ii) perform any obligation or exercise any right or remedy of the Mortgagor under any Lease, or (iii) enforce any obligation of any tenant of any of the Property. The Mortgagee may exercise any right under this subsection (c), whether or not the Mortgagee shall have entered into possession of any of the Property, and nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession", unless the Mortgagee shall have entered into and shall continue to be in actual possession of the Property. The Mortgagor hereby authorizes and directs each and every present and future tenant of any of the Property to pay all Rents directly to the Mortgagee and to perform all other obligations of that tenant for the direct benefit of the Mortgagee, as if the Mortgagee were the landlord under the Lease with that tenant, immediately upon receipt of a demand by the Mortgagee to make such payment or perform such obligations. The Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of Rents or performance of obligations to the Mortgagee, and any such payment or performance to the Mortgagee shall discharge the obligations of the tenant to make such payment or performance to the Mortgagor.

(d) The Mortgagee shall have the right, in connection with the exercise of its remedies hereunder, to petition a court of competent jurisdiction to appoint a receiver to take possession and control of the Property or to collect the Rents, without notice and without regard to the adequacy of the Property to secure the Obligations. A receiver while in possession of the Property shall have the right to make repairs and to make improvements necessary or advisable in its or his opinion to preserve the Property, or to make and keep them rentable to the best advantage, and the Mortgagee may advance moneys to a receiver for such purposes. Any moneys so expended or advanced by the Mortgagee or by a receiver shall be added to and become a part of the Obligations secured by this Mortgage.

(e) Mortgagee shall have, in addition to other rights and remedies available at law or in equity, the rights and remedies of a secured party under the UCC. Mortgagee may elect to foreclose such of the Property as then comprise fixtures pursuant either to the law applicable to foreclosure of an interest in real estate or to that applicable to personal property under the UCC. To the extent permitted by law, Mortgagor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

14. Application of Proceeds. The Mortgagee shall apply the proceeds of any foreclosure sale of, or other disposition or realization upon, or Rents or profits from, the Property to satisfy the Obligations in such order of application as the Mortgagee shall determine in its exclusive discretion.

15. Mortgagee's Right to Protect Security. The Mortgagee is hereby authorized to do any one or more of the following, irrespective of whether an Event of Default has occurred: (a) appear in and defend any action or proceeding purporting to affect the security hereof or the Mortgagee's rights or powers hereunder; (b) purchase such insurance policies covering the Property as it may elect if the Mortgagor fails to maintain the insurance coverage required hereunder; and (c) take such action as the Mortgagee may determine to pay, perform or comply with any Impositions or Legal Requirements, to cure any Events of Default and to protect its security in the Property.

16. Appointment of Mortgagee as Attorney-in-Fact. The Mortgagee, or any of its officers, is hereby irrevocably appointed attorney-in-fact for the Mortgagor (without requiring any of them to act as such), such appointment being coupled with an interest, to do any or all of the following: (a) collect the Rents after the occurrence of an Event of Default; (b) settle for, collect and receive any awards payable under Section 9 from the authorities making the same; and (c) execute, deliver and file, at Mortgagor's sole cost and expense such financing, continuation or amendment statements and other instruments as the Mortgagee may require in order to perfect, protect and maintain its security interest under the UCC on any portion of the Property.

17. Certain Waivers. The Mortgagor hereby waives and releases all benefit that might accrue to the Mortgagor by virtue of any present or future law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment or any rights of marshalling in the event of any sale hereunder of the Property, and, unless specifically required herein, all notices of the Mortgagor's default or of the Mortgagee's election to exercise, or the Mortgagee's actual exercise of any option under this Mortgage or any other Loan Document.

18. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

19. Further Acts. By its signature hereon, the Mortgagor hereby irrevocably authorizes the Mortgagee to execute (on behalf of the Mortgagor) and file against the Mortgagor one or more financing, continuation or amendment statements pursuant to the UCC in form satisfactory to the Mortgagee, and the Mortgagor will pay the cost of preparing and filing the same in all jurisdictions in which such filing is deemed by the Mortgagee to be necessary or desirable in order to perfect, preserve and protect its security interests. If required by the Mortgagee, the Mortgagor will execute all documentation necessary for the Mortgagee to obtain and maintain perfection of its security interests in the Property. The Mortgagor will, at the cost of the Mortgagor, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as the Mortgagee shall, from time to time, require for the better assuring, conveying, assigning, transferring or confirming unto the Mortgagee the property and rights hereby mortgaged, or which Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intent of or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage. The Mortgagor grants to the Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to the Mortgagee under the Note, this Mortgage, the other Loan Documents, at law or in equity, including, without limitation, the rights and remedies described in this paragraph.

20. Changes in the Laws Regarding Taxation. If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Obligations from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Mortgagor or the Mortgagee's interest in the Property, the Mortgagor will pay such tax, with interest and penalties thereon, if any. If the Mortgagee determines that the payment of such tax or interest and penalties by the Mortgagor would be unlawful or taxable to the Mortgagee or unenforceable or provide the basis for a

defense of usury, then the Mortgagee shall have the option, by written notice of not less than ninety (90) days, to declare the entire Obligations immediately due and payable.

21. Documentary Stamps and Intangible Tax. If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note or this Mortgage, or impose any other tax or charge on the same, the Mortgagor will pay for the same, with interest and penalties thereon, if any.

22. Preservation of Rights. No delay or omission on the Mortgagee's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Mortgagee's action or inaction impair any such right or power. The Mortgagee's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Mortgagee may have under other agreements, at law or in equity.

23. Illegality. If any provision contained in this Mortgage should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Mortgage.

24. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Mortgagor from, any provision of this Mortgage will be effective unless made in a writing signed by the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Mortgagor will entitle the Mortgagor to any other or further notice or demand in the same, similar or other circumstance.

25. Entire Agreement. This Mortgage (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

26. Survival; Successors and Assigns. This Mortgage will be binding upon and inure to the benefit of the Mortgagor and the Mortgagee and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Mortgagor may not assign this Mortgage in whole or in part without the Mortgagee's prior written consent and the Mortgagee at any time may assign this Mortgage in whole or in part; and provided, further, that the rights and benefits under the Paragraphs entitled "Environmental Matters", "Inspection of Property" and "Indemnity" shall also inure to the benefit of any persons or entities who acquire title or ownership of the Property from or through the Mortgagee or through action of the Mortgagee (including a foreclosure, sheriff's or judicial sale). The provisions of Paragraphs entitled "Environmental Matters", "Inspection of Property" and "Indemnity" shall survive the termination, satisfaction or release of this Mortgage, the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure.

27. Interpretation. In this Mortgage, unless the Mortgagee and the Mortgagor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Mortgage; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Mortgage. Section headings in this Mortgage are included for convenience of reference only and shall not constitute a part of

this Mortgage for any other purpose. If this Mortgage is executed by more than one party as Mortgagor, the obligations of such persons or entities will be joint and several.

28. Indemnity. The Mortgagor agrees to indemnify each of the Mortgagee, each legal entity, if any, who controls, is controlled by or is under common control with the Mortgagee and each of their respective directors, officers, employees and agents (the “**Indemnified Parties**”), and to defend and hold each Indemnified Party harmless from and against, any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur, or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Mortgagor), in connection with or arising out of or relating to the matters referred to in this Mortgage or in the other Loan Documents, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Mortgagor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party’s gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Mortgage, payment of any Obligations and assignment of any rights hereunder. The Mortgagor may participate at its expense in the defense of any such action or claim.

29. Governing Law and Jurisdiction. This Mortgage has been delivered to and accepted by the Mortgagee and will be deemed to be made in the State where the Mortgagee’s office indicated above is located. **THIS MORTGAGE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE MORTGAGEE’S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED (IF DIFFERENT FROM THE STATE WHERE SUCH OFFICE OF THE MORTGAGEE IS LOCATED) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON THE PROPERTY OR ANY INTEREST THEREIN.** The Mortgagor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court for the county or judicial district where the Mortgagee’s office indicated above is located; provided that nothing contained in this Mortgage will prevent the Mortgagee from bringing any action, enforcing any award or judgment or exercising any rights against the Mortgagor individually, against any security or against any property of the Mortgagor within any other county, state or other foreign or domestic jurisdiction. The Mortgagee and the Mortgagor agree that the venue provided above is the most convenient forum for both the Mortgagee and the Mortgagor. The Mortgagor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Mortgage.

30. Authorization to Obtain Credit Reports. By signing below, each Mortgagor who is an individual provides written authorization to the Mortgagee or its designee (and any assignee or potential assignee hereof) authorizing review of the Mortgagor’s personal credit profile from one or more national credit bureaus. Such authorization shall extend to obtaining a credit profile in considering the Obligations and/or this Mortgage and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account.

31. Change in Name or Locations. The Mortgagor hereby agrees that if the location of any of the Property changes from the Land or its chief executive office, or if the Mortgagor changes its name, its type of organization, its state of organization (if Mortgagor is a registered organization), its principal

residence (if Mortgagor is an individual), its chief executive office (if Mortgagor is a general partnership or non-registered organization) or establishes a name in which it may do business that is not the current name of the Mortgagor, the Mortgagor will immediately notify the Mortgagee in writing of the additions or changes.

32. WAIVER OF JURY TRIAL. THE MORTGAGOR IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS MORTGAGE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS MORTGAGE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE MORTGAGOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

The Mortgagor acknowledges that it has read and understood all the provisions of this Mortgage, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

EXECUTED IN THE PRESENCE OF:

AMERIGROW RECYCLING – DELRAY, LIMITED PARTNERSHIP a New York limited partnership

(Signature)

(Printed Name)

(Signature)

(Printed Name)

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss:

COUNTY OF _____)

On this, the ____ day of _____, 2010, before me, a Notary Public, the undersigned officer, personally appeared _____, personally known to me to be the person whose name is subscribed to the foregoing instrument, or who has produced _____ as identification, who has acknowledged himself/herself to be a general partner of **AMERIGROW RECYCLING – DELRAY, LIMITED PARTNERSHIP**, a New York limited partnership, and that he/she, as general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said partnership as general partner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

EXHIBIT A

Legal Description

PARCEL 1:

All of Tracts 12 and 13, the East Half of Tract 11, and the East Half of Tract 4 less the North 30 feet, Block 67, PALM BEACH FARMS COMPANY PLAT NO. 3, according to the Plat thereof, as recorded in Plat Book 2, Pages 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida.

TOGETHER WITH a Non-Exclusive Easement to the use and benefit of the following described property for ingress and egress as defined in, and subject to, that Access Easement from Lake Worth Drainage District to Amerigrow Recycling-Delray Limited Partnership, dated July 13, 1995, recorded July 14, 1995, in Official Records Book 8836, Page 960; as corrected by Corrective Access Easement recorded August 24, 1995, in Official Records Book 8890, Page 1260, both of the Public Records of Palm Beach County, Florida:

The East 120 feet of the North 30 feet of the East Half (E 1/2) of Tract 4, Block 67, PALM BEACH FARMS COMPANY PLAT NO. 3, according to the Plat thereof, as recorded in Plat Book 2, Pages 45 to 54 inclusive, of the Public Records of Palm Beach County, Florida.

PARCEL 2:

Tract 16, Block 67 of PALM BEACH FARMS COMPANY PLAT NO. 3, according to the Plat thereof, as recorded in Plat Book 2, Page(s) 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida.

PARCEL 3:

Tracts 17 and 18, Block 67, of PALM BEACH FARMS COMPANY PLAT NO. 3, according to the Plat thereof, as recorded in Plat Book 2, Page(s) 45 through 54, inclusive, of the Public Records of Palm Beach County, Florida.

EXHIBIT B

Permitted Encumbrances

1. Taxes for the year 2010 and subsequent years, which are not yet due and payable.

RATIFICATION AND CONSENT OF GUARANTY

THIS RATIFICATION AND CONSENT OF GUARANTY (“**Ratification and Consent**”) is made as of the ____ day of _____, 2010, by **AMERIGROW RECYCLING CORP.**, a New York corporation having an address of 10320 W. Atlantic Avenue, Delray Beach, Florida 33446 (“**Guarantor**”), for the benefit of **PNC BANK, NATIONAL ASSOCIATION**, having an address of 205 Datura Street, West Palm Beach, Florida 33401 (“**Lender**”).

RECITALS

WHEREAS, Amerigrow Recycling – Delray, Limited Partnership, a New York limited partnership (“**Borrower**”) made, executed and delivered to Fidelity Federal Bank & Trust and National City Bank (successor by merger to Fidelity Federal Bank & Trust) (“**Original Lender**”), predecessor in interest to Lender certain instruments evidencing a loan from Lender to Borrower (the “**Original Loan**”), including the following which, together with any and all other Loan Documents executed in favor of Lender in connection with the Original Loan, are described as follows:

A. Promissory Note (“**Original Term Note**”) dated October 26, 2006, made by Borrower in the original principal amount of \$6,600,000.00;

B. Line of Credit Note dated October 26, 2006, made by Borrower in the original principal amount of \$250,000.00 (“**Original Line Note**”);

C. Consolidated Promissory Note dated September 12, 2007, made by Borrower in the original principal amount of \$500,000.00 (“**Consolidated Note**”);

D. Mortgage (“**Original Mortgage**”) made by Borrower, recorded in Official Records Book 21028, Page 1064 of the Public Records of Palm Beach County, Florida, as amended by that certain Mortgage Modification and Notice of Future Advance Agreement and dated September 12, 2007, recorded in Official Records Book 22116, Page 1430 of the Public Records of Palm Beach County, Florida;

E. All other documents (“**Other Documents**”) made, executed or delivered to Lender in connection with the Original Loan.

(The Original Term Note, Original Line Note, Consolidated Note, Original Mortgage and the Other Documents are hereinafter referred to, collectively, as the “**Original Loan Documents**”).

WHEREAS, the obligations of Borrower to Lender are guaranteed by Guarantor pursuant to that certain Commercial Guaranty executed by Guarantor dated as of October 26, 2006 and that certain Affidavit and Indemnity of Mortgagor and Guarantors regarding Hazardous or Toxic Materials executed by Guarantor, Borrower and the other guarantors party thereto (together, the “**Guaranty**”);

WHEREAS, subject to certain terms and conditions, Lender has agreed to consolidate and modify the terms of the Original Term Note, Original Line Note and Consolidated Note pursuant to that certain Amended, Consolidated, Renewed and Restated Term Note dated on or about the date hereof from Borrower in favor of Lender (“**Renewal Note**”).

WHEREAS, the Original Mortgage will be restated by that certain Amended and Restated Mortgage dated of even date herewith between Borrower and Lender recorded or to be recorded in the Public Records of Palm Beach County, Florida (the **“Restated Mortgage”**).

WHEREAS, Guarantor acknowledges that the modification of the Original Loan by Lender confers a real and substantial benefit upon it and further acknowledges that this Ratification and Consent is supported by good and valuable consideration.

TERMS

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00), the recitals hereinabove set forth which are an integral part of this Ratification and Consent and not mere recitals hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor acknowledges and consents to the execution and delivery of the Renewal Note and Restated Mortgage and all terms and conditions thereof.

2. Guarantor confirms, ratifies and reaffirms all its obligations under the Guaranty in all respects and acknowledges and agrees that (a) the Guaranty is in full force and effect, (b) the Guaranty is and shall continue to be unequivocally and irrevocably enforceable against Guarantor, (c) Guarantor's obligations under the Guaranty extend to the modified Loan Documents, and (d) Guarantor is, and continues to be, liable to Lender pursuant to the Guaranty in each and every particular as set forth therein.

3. Guarantor acknowledges and agrees that its obligations under the Guaranty are not subject to (and Guarantor hereby irrevocably waives any right he or she has or might acquire to assert) any defense, counterclaim, setoff, right of recoupment or abatement, or other claim against Lender (including without limitation any defenses, counterclaims, setoffs, rights of recoupment or abatement, and other claims of Borrower against Lender) for any matter occurring or arising on or before the date of this Ratification and Consent.

4. Guarantor represents and warrants to Lender that (a) all Guarantor's representations and warranties to Lender in the Guaranty and any other document executed by Guarantor in connection therewith (**“Guaranty Documents”**) are true and correct on this date, as if made on this date, except to the extent any of them expressly relate to an earlier date, and (b) since the date of the most recent financial statements of Guarantor delivered to Lender, in or about January 2010, there has not been any material adverse change in Guarantor's financial condition.

5. Guarantor acknowledges that the liability of Guarantor under the Guaranty is not affected or diminished in any manner by the terms of the Renewal Note or the Restated Mortgage and that the liability of Guarantor includes all advances made by Lender to Borrower pursuant thereto, to the same extent as if the Renewal Note and the Restated Mortgage were executed and in effect on the date of the Guaranty.

6. Guarantor agrees that Lender, by requesting this Ratification and Consent, will not be deemed to have waived any of its rights to enforce the Guaranty upon any subsequent modification of the terms of the extension of the loan or the documents evidencing and securing them, whether or not a similar reaffirmation is executed at the time of such subsequent modification.

7. The Guarantor acknowledges that, as of the date hereof, Guarantor has no defenses, claims, counterclaims or rights of set-off, legal or equitable, arising out of or in connection with the loan

transaction contemplated by the Loan Documents or any prior loan documents, including, without limitation, the Original Term Note, Original Line Note or Consolidated Note and all documents executed in connection therewith between the Borrower, Guarantor and the Lender. The Guarantor waives and releases, acquits, satisfies and forever discharges the Lender and its affiliates, successors and assigns from any and all claims, counterclaims, defenses, actions, causes (legal or equitable), promises and demands whatsoever in law or in equity which the Guarantor ever had, now has or which any successor or assign thereof hereafter can, shall or may have against the Lender or its affiliates, successors or assigns, upon or by reason of any manner, or cause or thing whatsoever through the date hereof. Guarantor further acknowledges that Lender is relying upon the releases granted herein in extending the agreements contemplated hereunder.

GUARANTOR:

AMERIGROW RECYCLING CORP., a New York corporation

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, as _____ of **AMERIGROW RECYCLING CORP.**, on behalf of the corporation, who is personally known to me or has produced _____ (state) driver's license or _____ as identification.

My Commission Expires:
(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

RATIFICATION AND CONSENT OF GUARANTY

THIS RATIFICATION AND CONSENT OF GUARANTY (“**Ratification and Consent**”) is made as of the ____ day of _____, 2010, by **JANET TOMLINSON**, having an address of 6837 Bianchini Circle, Boca Raton, Florida 33433 (“**Guarantor**”), for the benefit of **PNC BANK, NATIONAL ASSOCIATION**, having an address of 205 Datura Street, West Palm Beach, Florida 33401 (“**Lender**”).

RECITALS

WHEREAS, Amerigrow Recycling – Delray, Limited Partnership, a New York limited partnership (“**Borrower**”) made, executed and delivered to Fidelity Federal Bank & Trust and National City Bank (successor by merger to Fidelity Federal Bank & Trust) (“**Original Lender**”), predecessor in interest to Lender certain instruments evidencing a loan from Lender to Borrower (the “**Original Loan**”), including the following which, together with any and all other Loan Documents executed in favor of Lender in connection with the Original Loan, are described as follows:

A. Promissory Note (“**Original Term Note**”) dated October 26, 2006, made by Borrower in the original principal amount of \$6,600,000.00;

B. Line of Credit Note dated October 26, 2006, made by Borrower in the original principal amount of \$250,000.00 (“**Original Line Note**”);

C. Consolidated Promissory Note dated September 12, 2007, made by Borrower in the original principal amount of \$500,000.00 (“**Consolidated Note**”);

D. Mortgage (“**Original Mortgage**”) made by Borrower, recorded in Official Records Book 21028, Page 1064 of the Public Records of Palm Beach County, Florida, as amended by that certain Mortgage Modification and Notice of Future Advance Agreement and dated September 12, 2007, recorded in Official Records Book 22116, Page 1430 of the Public Records of Palm Beach County, Florida;

E. All other documents (“**Other Documents**”) made, executed or delivered to Lender in connection with the Original Loan.

(The Original Term Note, Original Line Note, Consolidated Note, Original Mortgage and the Other Documents are hereinafter referred to, collectively, as the “**Original Loan Documents**”).

WHEREAS, the obligations of Borrower to Lender are guaranteed by Guarantor pursuant to that certain Commercial Guaranty executed by Guarantor dated as of October 26, 2006 and that certain Affidavit and Indemnity of Mortgagor and Guarantors regarding Hazardous or Toxic Materials executed by Guarantor, Borrower and the other guarantors party thereto (the “**Guaranty**”);

WHEREAS, subject to certain terms and conditions, Lender has agreed to consolidate and modify the terms of the Original Term Note, Original Line Note and Consolidated Note pursuant to that certain Amended, Consolidated, Renewed and Restated Term Note dated on or about the date hereof from Borrower in favor of Lender (“**Renewal Note**”).

WHEREAS, the Original Mortgage will be restated by that certain Amended and Restated Mortgage dated of even date herewith between Borrower and Lender recorded or to be recorded in the Public Records of Palm Beach County, Florida (the **“Restated Mortgage”**).

WHEREAS, Guarantor acknowledges that the modification of the Original Loan by Lender confers a real and substantial benefit upon it and further acknowledges that this Ratification and Consent is supported by good and valuable consideration.

TERMS

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00), the recitals hereinabove set forth which are an integral part of this Ratification and Consent and not mere recitals hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor acknowledges and consents to the execution and delivery of the Renewal Note and Restated Mortgage and all terms and conditions thereof.

2. Guarantor confirms, ratifies and reaffirms all its obligations under the Guaranty in all respects and acknowledges and agrees that (a) the Guaranty is in full force and effect, (b) the Guaranty is and shall continue to be unequivocally and irrevocably enforceable against Guarantor, (c) Guarantor's obligations under the Guaranty extend to the modified Loan Documents, and (d) Guarantor is, and continues to be, liable to Lender pursuant to the Guaranty in each and every particular as set forth therein.

3. Guarantor acknowledges and agrees that its obligations under the Guaranty are not subject to (and Guarantor hereby irrevocably waives any right he or she has or might acquire to assert) any defense, counterclaim, setoff, right of recoupment or abatement, or other claim against Lender (including without limitation any defenses, counterclaims, setoffs, rights of recoupment or abatement, and other claims of Borrower against Lender) for any matter occurring or arising on or before the date of this Ratification and Consent.

4. Guarantor represents and warrants to Lender that (a) all Guarantor's representations and warranties to Lender in the Guaranty and any other document executed by Guarantor in connection therewith (**“Guaranty Documents”**) are true and correct on this date, as if made on this date, except to the extent any of them expressly relate to an earlier date, and (b) since the date of the most recent financial statements of Guarantor delivered to Lender, in or about January 2010, there has not been any material adverse change in Guarantor's financial condition.

5. Guarantor acknowledges that the liability of Guarantor under the Guaranty is not affected or diminished in any manner by the terms of the Renewal Note or the Restated Mortgage and that the liability of Guarantor includes all advances made by Lender to Borrower pursuant thereto, to the same extent as if the Renewal Note and the Restated Mortgage were executed and in effect on the date of the Guaranty.

6. Guarantor agrees that Lender, by requesting this Ratification and Consent, will not be deemed to have waived any of its rights to enforce the Guaranty upon any subsequent modification of the terms of the extension of the loan or the documents evidencing and securing them, whether or not a similar reaffirmation is executed at the time of such subsequent modification.

7. The Guarantor acknowledges that, as of the date hereof, Guarantor has no defenses, claims, counterclaims or rights of set-off, legal or equitable, arising out of or in connection with the loan

transaction contemplated by the Loan Documents or any prior loan documents, including, without limitation, the Original Term Note, Original Line Note or Consolidated Note and all documents executed in connection therewith between the Borrower, Guarantor and the Lender. The Guarantor waives and releases, acquits, satisfies and forever discharges the Lender and its affiliates, successors and assigns from any and all claims, counterclaims, defenses, actions, causes (legal or equitable), promises and demands whatsoever in law or in equity which the Guarantor ever had, now has or which any successor or assign thereof hereafter can, shall or may have against the Lender or its affiliates, successors or assigns, upon or by reason of any manner, or cause or thing whatsoever through the date hereof. Guarantor further acknowledges that Lender is relying upon the releases granted herein in extending the agreements contemplated hereunder.

GUARANTOR:

JANET TOMLINSON

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by **JANET TOMLINSON**, who is personally known to me or has produced _____ (state) driver's license or _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

RATIFICATION AND CONSENT OF GUARANTY

THIS RATIFICATION AND CONSENT OF GUARANTY (“**Ratification and Consent**”) is made as of the ____ day of _____, 2010, by **MICHAEL KEARNEY**, having an address of 19666 Bay Cove Drive, Boca Raton, Florida 33434 (“**Guarantor**”), for the benefit of **PNC BANK, NATIONAL ASSOCIATION**, having an address of 205 Datura Street, West Palm Beach, Florida 33401 (“**Lender**”).

RECITALS

WHEREAS, Amerigrow Recycling – Delray, Limited Partnership, a New York limited partnership (“**Borrower**”) made, executed and delivered to Fidelity Federal Bank & Trust and National City Bank (successor by merger to Fidelity Federal Bank & Trust) (“**Original Lender**”), predecessor in interest to Lender certain instruments evidencing a loan from Lender to Borrower (the “**Original Loan**”), including the following which, together with any and all other Loan Documents executed in favor of Lender in connection with the Original Loan, are described as follows:

A. Promissory Note (“**Original Term Note**”) dated October 26, 2006, made by Borrower in the original principal amount of \$6,600,000.00;

B. Line of Credit Note dated October 26, 2006, made by Borrower in the original principal amount of \$250,000.00 (“**Original Line Note**”);

C. Consolidated Promissory Note dated September 12, 2007, made by Borrower in the original principal amount of \$500,000.00 (“**Consolidated Note**”);

D. Mortgage (“**Original Mortgage**”) made by Borrower, recorded in Official Records Book 21028, Page 1064 of the Public Records of Palm Beach County, Florida, as amended by that certain Mortgage Modification and Notice of Future Advance Agreement and dated September 12, 2007, recorded in Official Records Book 22116, Page 1430 of the Public Records of Palm Beach County, Florida;

E. All other documents (“**Other Documents**”) made, executed or delivered to Lender in connection with the Original Loan.

(The Original Term Note, Original Line Note, Consolidated Note, Original Mortgage and the Other Documents are hereinafter referred to, collectively, as the “**Original Loan Documents**”).

WHEREAS, the obligations of Borrower to Lender are guaranteed by Guarantor pursuant to that certain Commercial Guaranty executed by Guarantor dated as of October 26, 2006 and that certain Affidavit and Indemnity of Mortgagor and Guarantors regarding Hazardous or Toxic Materials executed by Guarantor, Borrower and the other guarantors party thereto (the “**Guaranty**”);

WHEREAS, subject to certain terms and conditions, Lender has agreed to consolidate and modify the terms of the Original Term Note, Original Line Note and Consolidated Note pursuant to that certain Amended, Consolidated, Renewed and Restated Term Note dated on or about the date hereof from Borrower in favor of Lender (“**Renewal Note**”).

WHEREAS, the Original Mortgage will be restated by that certain Amended and Restated Mortgage dated of even date herewith between Borrower and Lender recorded or to be recorded in the Public Records of Palm Beach County, Florida (the **“Restated Mortgage”**).

WHEREAS, Guarantor acknowledges that the modification of the Original Loan by Lender confers a real and substantial benefit upon it and further acknowledges that this Ratification and Consent is supported by good and valuable consideration.

TERMS

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00), the recitals hereinabove set forth which are an integral part of this Ratification and Consent and not mere recitals hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor acknowledges and consents to the execution and delivery of the Renewal Note and Restated Mortgage and all terms and conditions thereof.

2. Guarantor confirms, ratifies and reaffirms all its obligations under the Guaranty in all respects and acknowledges and agrees that (a) the Guaranty is in full force and effect, (b) the Guaranty is and shall continue to be unequivocally and irrevocably enforceable against Guarantor, (c) Guarantor's obligations under the Guaranty extend to the modified Loan Documents, and (d) Guarantor is, and continues to be, liable to Lender pursuant to the Guaranty in each and every particular as set forth therein.

3. Guarantor acknowledges and agrees that its obligations under the Guaranty are not subject to (and Guarantor hereby irrevocably waives any right he or she has or might acquire to assert) any defense, counterclaim, setoff, right of recoupment or abatement, or other claim against Lender (including without limitation any defenses, counterclaims, setoffs, rights of recoupment or abatement, and other claims of Borrower against Lender) for any matter occurring or arising on or before the date of this Ratification and Consent.

4. Guarantor represents and warrants to Lender that (a) all Guarantor's representations and warranties to Lender in the Guaranty and any other document executed by Guarantor in connection therewith (**“Guaranty Documents”**) are true and correct on this date, as if made on this date, except to the extent any of them expressly relate to an earlier date, and (b) since the date of the most recent financial statements of Guarantor delivered to Lender, in or about January 2010, there has not been any material adverse change in Guarantor's financial condition.

5. Guarantor acknowledges that the liability of Guarantor under the Guaranty is not affected or diminished in any manner by the terms of the Renewal Note or the Restated Mortgage and that the liability of Guarantor includes all advances made by Lender to Borrower pursuant thereto, to the same extent as if the Renewal Note and the Restated Mortgage were executed and in effect on the date of the Guaranty.

6. Guarantor agrees that Lender, by requesting this Ratification and Consent, will not be deemed to have waived any of its rights to enforce the Guaranty upon any subsequent modification of the terms of the extension of the loan or the documents evidencing and securing them, whether or not a similar reaffirmation is executed at the time of such subsequent modification.

7. The Guarantor acknowledges that, as of the date hereof, Guarantor has no defenses, claims, counterclaims or rights of set-off, legal or equitable, arising out of or in connection with the loan

GUARANTOR:

MICHAEL KEARNEY

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by **MICHAEL KEARNEY**, who is personally known to me or has produced _____ (state) driver's license or _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

RATIFICATION AND CONSENT OF GUARANTY

THIS RATIFICATION AND CONSENT OF GUARANTY (“**Ratification and Consent**”) is made as of the ____ day of _____, 2010, by **MULCH MAKER, LLC**, a Florida limited liability company having an address of 10320 W. Atlantic Avenue, Delray Beach, Florida 33446 (“**Guarantor**”), for the benefit of **PNC BANK, NATIONAL ASSOCIATION**, having an address of 205 Datura Street, West Palm Beach, Florida 33401 (“**Lender**”).

RECITALS

WHEREAS, Amerigrow Recycling – Delray, Limited Partnership, a New York limited partnership (“**Borrower**”) made, executed and delivered to Fidelity Federal Bank & Trust and National City Bank (successor by merger to Fidelity Federal Bank & Trust) (“**Original Lender**”), predecessor in interest to Lender certain instruments evidencing a loan from Lender to Borrower (the “**Original Loan**”), including the following which, together with any and all other Loan Documents executed in favor of Lender in connection with the Original Loan, are described as follows:

A. Promissory Note (“**Original Term Note**”) dated October 26, 2006, made by Borrower in the original principal amount of \$6,600,000.00;

B. Line of Credit Note dated October 26, 2006, made by Borrower in the original principal amount of \$250,000.00 (“**Original Line Note**”);

C. Consolidated Promissory Note dated September 12, 2007, made by Borrower in the original principal amount of \$500,000.00 (“**Consolidated Note**”);

D. Mortgage (“**Original Mortgage**”) made by Borrower, recorded in Official Records Book 21028, Page 1064 of the Public Records of Palm Beach County, Florida, as amended by that certain Mortgage Modification and Notice of Future Advance Agreement and dated September 12, 2007, recorded in Official Records Book 22116, Page 1430 of the Public Records of Palm Beach County, Florida;

E. All other documents (“**Other Documents**”) made, executed or delivered to Lender in connection with the Original Loan.

(The Original Term Note, Original Line Note, Consolidated Note, Original Mortgage and the Other Documents are hereinafter referred to, collectively, as the “**Original Loan Documents**”).

WHEREAS, the obligations of Borrower to Lender are guaranteed by Guarantor pursuant to that certain Commercial Guaranty executed by Guarantor dated as of October 26, 2006 and that certain Affidavit and Indemnity of Mortgagor and Guarantors regarding Hazardous or Toxic Materials executed by Guarantor, Borrower and the other guarantors party thereto (the “**Guaranty**”);

WHEREAS, subject to certain terms and conditions, Lender has agreed to consolidate and modify the terms of the Original Term Note, Original Line Note and Consolidated Note pursuant to that certain Amended, Consolidated, Renewed and Restated Term Note dated on or about the date hereof from Borrower in favor of Lender (“**Renewal Note**”).

WHEREAS, the Original Mortgage will be restated by that certain Amended and Restated Mortgage dated of even date herewith between Borrower and Lender recorded or to be recorded in the Public Records of Palm Beach County, Florida (the **“Restated Mortgage”**).

WHEREAS, Guarantor acknowledges that the modification of the Original Loan by Lender confers a real and substantial benefit upon it and further acknowledges that this Ratification and Consent is supported by good and valuable consideration.

TERMS

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00), the recitals hereinabove set forth which are an integral part of this Ratification and Consent and not mere recitals hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor acknowledges and consents to the execution and delivery of the Renewal Note and Restated Mortgage and all terms and conditions thereof.

2. Guarantor confirms, ratifies and reaffirms all its obligations under the Guaranty in all respects and acknowledges and agrees that (a) the Guaranty is in full force and effect, (b) the Guaranty is and shall continue to be unequivocally and irrevocably enforceable against Guarantor, (c) Guarantor's obligations under the Guaranty extend to the modified Loan Documents, and (d) Guarantor is, and continues to be, liable to Lender pursuant to the Guaranty in each and every particular as set forth therein.

3. Guarantor acknowledges and agrees that its obligations under the Guaranty are not subject to (and Guarantor hereby irrevocably waives any right he or she has or might acquire to assert) any defense, counterclaim, setoff, right of recoupment or abatement, or other claim against Lender (including without limitation any defenses, counterclaims, setoffs, rights of recoupment or abatement, and other claims of Borrower against Lender) for any matter occurring or arising on or before the date of this Ratification and Consent.

4. Guarantor represents and warrants to Lender that (a) all Guarantor's representations and warranties to Lender in the Guaranty and any other document executed by Guarantor in connection therewith (**“Guaranty Documents”**) are true and correct on this date, as if made on this date, except to the extent any of them expressly relate to an earlier date, and (b) since the date of the most recent financial statements of Guarantor delivered to Lender, in or about January 2010, there has not been any material adverse change in Guarantor's financial condition.

5. Guarantor acknowledges that the liability of Guarantor under the Guaranty is not affected or diminished in any manner by the terms of the Renewal Note or the Restated Mortgage and that the liability of Guarantor includes all advances made by Lender to Borrower pursuant thereto, to the same extent as if the Renewal Note and the Restated Mortgage were executed and in effect on the date of the Guaranty.

6. Guarantor agrees that Lender, by requesting this Ratification and Consent, will not be deemed to have waived any of its rights to enforce the Guaranty upon any subsequent modification of the terms of the extension of the loan or the documents evidencing and securing them, whether or not a similar reaffirmation is executed at the time of such subsequent modification.

7. The Guarantor acknowledges that, as of the date hereof, Guarantor has no defenses, claims, counterclaims or rights of set-off, legal or equitable, arising out of or in connection with the loan

transaction contemplated by the Loan Documents or any prior loan documents, including, without limitation, the Original Term Note, Original Line Note or Consolidated Note and all documents executed in connection therewith between the Borrower, Guarantor and the Lender. The Guarantor waives and releases, acquits, satisfies and forever discharges the Lender and its affiliates, successors and assigns from any and all claims, counterclaims, defenses, actions, causes (legal or equitable), promises and demands whatsoever in law or in equity which the Guarantor ever had, now has or which any successor or assign thereof hereafter can, shall or may have against the Lender or its affiliates, successors or assigns, upon or by reason of any manner, or cause or thing whatsoever through the date hereof. Guarantor further acknowledges that Lender is relying upon the releases granted herein in extending the agreements contemplated hereunder.

GUARANTOR:

MULCH MAKER, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, as _____ of **MULCH MAKER LLC**, on behalf of the limited liability company, who is personally known to me or has produced _____ (state) driver's license or _____ as identification.

My Commission Expires:
(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

RATIFICATION AND CONSENT OF GUARANTY

THIS RATIFICATION AND CONSENT OF GUARANTY (“**Ratification and Consent**”) is made as of the ____ day of _____, 2010, by **SILVIA KEARNEY**, having an address of 19666 Bay Cove Drive, Boca Raton, Florida 33434 (“**Guarantor**”), for the benefit of **PNC BANK, NATIONAL ASSOCIATION**, having an address of 205 Datura Street, West Palm Beach, Florida 33401 (“**Lender**”).

RECITALS

WHEREAS, Amerigrow Recycling – Delray, Limited Partnership, a New York limited partnership (“**Borrower**”) made, executed and delivered to Fidelity Federal Bank & Trust and National City Bank (successor by merger to Fidelity Federal Bank & Trust) (“**Original Lender**”), predecessor in interest to Lender certain instruments evidencing a loan from Lender to Borrower (the “**Original Loan**”), including the following which, together with any and all other Loan Documents executed in favor of Lender in connection with the Original Loan, are described as follows:

A. Promissory Note (“**Original Term Note**”) dated October 26, 2006, made by Borrower in the original principal amount of \$6,600,000.00;

B. Line of Credit Note dated October 26, 2006, made by Borrower in the original principal amount of \$250,000.00 (“**Original Line Note**”);

C. Consolidated Promissory Note dated September 12, 2007, made by Borrower in the original principal amount of \$500,000.00 (“**Consolidated Note**”);

D. Mortgage (“**Original Mortgage**”) made by Borrower, recorded in Official Records Book 21028, Page 1064 of the Public Records of Palm Beach County, Florida, as amended by that certain Mortgage Modification and Notice of Future Advance Agreement and dated September 12, 2007, recorded in Official Records Book 22116, Page 1430 of the Public Records of Palm Beach County, Florida;

E. All other documents (“**Other Documents**”) made, executed or delivered to Lender in connection with the Original Loan.

(The Original Term Note, Original Line Note, Consolidated Note, Original Mortgage and the Other Documents are hereinafter referred to, collectively, as the “**Original Loan Documents**”).

WHEREAS, the obligations of Borrower to Lender are guaranteed by Guarantor pursuant to that certain Commercial Guaranty executed by Guarantor dated as of October 26, 2006 and that certain Affidavit and Indemnity of Mortgagor and Guarantors regarding Hazardous or Toxic Materials executed by Guarantor, Borrower and the other guarantors party thereto (the “**Guaranty**”);

WHEREAS, subject to certain terms and conditions, Lender has agreed to consolidate and modify the terms of the Original Term Note, Original Line Note and Consolidated Note pursuant to that certain Amended, Consolidated, Renewed and Restated Term Note dated on or about the date hereof from Borrower in favor of Lender (“**Renewal Note**”).

WHEREAS, the Original Mortgage will be restated by that certain Amended and Restated Mortgage dated of even date herewith between Borrower and Lender recorded or to be recorded in the Public Records of Palm Beach County, Florida (the “**Restated Mortgage**”).

WHEREAS, Guarantor acknowledges that the modification of the Original Loan by Lender confers a real and substantial benefit upon it and further acknowledges that this Ratification and Consent is supported by good and valuable consideration.

TERMS

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00), the recitals hereinabove set forth which are an integral part of this Ratification and Consent and not mere recitals hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor acknowledges and consents to the execution and delivery of the Renewal Note and Restated Mortgage and all terms and conditions thereof.

2. Guarantor confirms, ratifies and reaffirms all its obligations under the Guaranty in all respects and acknowledges and agrees that (a) the Guaranty is in full force and effect, (b) the Guaranty is and shall continue to be unequivocally and irrevocably enforceable against Guarantor, (c) Guarantor's obligations under the Guaranty extend to the modified Loan Documents, and (d) Guarantor is, and continues to be, liable to Lender pursuant to the Guaranty in each and every particular as set forth therein.

3. Guarantor acknowledges and agrees that its obligations under the Guaranty are not subject to (and Guarantor hereby irrevocably waives any right he or she has or might acquire to assert) any defense, counterclaim, setoff, right of recoupment or abatement, or other claim against Lender (including without limitation any defenses, counterclaims, setoffs, rights of recoupment or abatement, and other claims of Borrower against Lender) for any matter occurring or arising on or before the date of this Ratification and Consent.

4. Guarantor represents and warrants to Lender that (a) all Guarantor's representations and warranties to Lender in the Guaranty and any other document executed by Guarantor in connection therewith ("**Guaranty Documents**") are true and correct on this date, as if made on this date, except to the extent any of them expressly relate to an earlier date, and (b) since the date of the most recent financial statements of Guarantor delivered to Lender, in or about January 2010, there has not been any material adverse change in Guarantor's financial condition.

5. Guarantor acknowledges that the liability of Guarantor under the Guaranty is not affected or diminished in any manner by the terms of the Renewal Note or the Restated Mortgage and that the liability of Guarantor includes all advances made by Lender to Borrower pursuant thereto, to the same extent as if the Renewal Note and the Restated Mortgage were executed and in effect on the date of the Guaranty.

6. Guarantor agrees that Lender, by requesting this Ratification and Consent, will not be deemed to have waived any of its rights to enforce the Guaranty upon any subsequent modification of the terms of the extension of the loan or the documents evidencing and securing them, whether or not a similar reaffirmation is executed at the time of such subsequent modification.

7. The Guarantor acknowledges that, as of the date hereof, Guarantor has no defenses, claims, counterclaims or rights of set-off, legal or equitable, arising out of or in connection with the loan transaction contemplated by the Loan Documents or any prior loan documents, including, without limitation, the Original Term Note, Original Line Note or Consolidated Note and all documents executed in connection therewith between the Borrower, Guarantor and the Lender. The Guarantor waives and releases, acquits, satisfies and forever discharges the Lender and its affiliates, successors and assigns from

any and all claims, counterclaims, defenses, actions, causes (legal or equitable), promises and demands whatsoever in law or in equity which the Guarantor ever had, now has or which any successor or assign thereof hereafter can, shall or may have against the Lender or its affiliates, successors or assigns, upon or by reason of any manner, or cause or thing whatsoever through the date hereof. Guarantor further acknowledges that Lender is relying upon the releases granted herein in extending the agreements contemplated hereunder.

GUARANTOR:

SILVIA KEARNEY

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by **SILVIA KEARNEY**, who is personally known to me or has produced _____ (state) driver's license or _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

[PNC LETTERHEAD]

June _____, 2010

Amerigrow Recycling – Delray Limited Partnership
Amerigrow Recycling Corp.
Mulch Maker, LLC
Janet Tomlinson
Michael Kearney
Silvia B. Kearney
10320 W. Atlantic Avenue
Delray Beach, Florida 33446

RE: Amended and Restated Loan by and between PNC Bank National Association (“Lender”) and Amerigrow Recycling – Delray Limited Partnership (“Borrower”) guaranteed by Amerigrow Recycling Corp., Mulch Maker, LLC, Janet Tomlinson, Michael Kearney and Silvia B. Kearney (collectively, “Guarantors”)

Ladies and Gentlemen:

This side letter agreement (the “**Side Letter**”) shall confirm and memorialize our additional agreement and understanding with respect to the above-referenced Loan. Any capitalized term used, but not otherwise defined herein, shall have the meaning given to such term in the Amended, Consolidated, Renewed and Restated Term Note dated on or about the date hereof executed by Borrower in favor of Lender.

By execution and delivery of this Side Letter and notwithstanding anything in the Note or Loan Document to the contrary, Lender, Borrower, and Guarantors hereby confirm and agree as follows:

Upon (i) the Effective Date (as defined in the confirmed plan entered pursuant to the Bankruptcy Proceeding) and (ii) payment by Borrower to Lender of Two Hundred Thousand and No/100 Dollars (\$200,000.00) pursuant to Section 2.A. of the Note, Lender shall dismiss, without prejudice, the pending foreclosure complaint, filed by Lender in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, Case Number 50-2009-CA-021255XXXXMB.

Except as expressly set forth herein, the Note and Loan Documents remain unchanged and in full force and effect.

[Signature page follows]

June ____, 2010

Page 2

Please acknowledge your acceptance of the terms and conditions hereof by executing a copy of this Side Letter in the space indicated below and returning it to the undersigned.

Sincerely yours,

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

ACKNOWLEDGED, AGREED AND ACCEPTED BY:

**AMERIGROW RECYCLING –DELRAY
LIMITED PARTNERSHIP, a New York limited
partnership**

By: _____

Name: _____

Title: _____

**AMERIGROW RECYCLING CORP., a New
York Corporation, as Guarantor**

By: _____

Name: _____

Title: _____

Janet Tomlinson, as Guarantor

Michael Kearney, as Guarantor

Silvia B. Kearney, as Guarantor

June ____, 2010

Page 3

**MULCH MAKER, LLC, a Florida limited
liability company, as Guarantor**

By: _____

Name: _____

Title: _____

In re Amerigrow Recycling - Delray, Limited Partnership, et al.

List of Executory Contracts and Unexpired Leases to be Assumed

LEASES/CONTRACTS	Address	City	State	Zip	Property/Service	Proposed Cure
James Schry	10300 W. Atlantic Ave	Delray Beach	FL	33446	Real Property lease for 5 adjacent acres	\$ -
Konica Minolta	21146 Network Place	Chicago	IL	30376	C250 Printer	\$ -
Qquest	PO Box 860	Sandy	UT	94091	Timeclock	\$ -
CompuPay	415 Duke Dr., Suite 345	Franklin	TN	37067	Payroll Processing	\$ -
First Data	PO Box 660	Hagerstown	MD	21740	Credit Card Processing Fees	\$ -
Secure Net Systems	356 SW 12 Avenue	Deerfield Beach	FL	33442	Domain Pointer	\$ -
Dolphin Capital	2061 N. Morley Street	Moberly	MO	65270	Water Machines	\$ -
Sprint/Nextel	PO Box 105243	Atlanta	GA	30348	Nextel Phones	\$ 3,806.00
GE Commercial Finance Fleet Services	Three Capital Drive	Eden Prairie	MN	55344	Electronic Fuel Cards	\$ 2,936.75
Sunn Security	1025 NW 17th Avenue A-1	Delray Beach	FL	33445	Security/Fire Monitoring	\$ -
Pitney Bowes	PO Box 856042	Louisville	KY	40285	Postage Machine	\$ 10.00
Nuvox	PO Box 580541	Charlotte	NC	28258	Telephone Lines	\$ -
PC Lan Techs	1622 Latham Road	West Palm Beach	FL	33409	Computer Networks	\$ -
Go Green Products and Services	1818 Hammock Drive	Coconut Creek	FL	33063	Sales	\$ -
FIRST Insurance Funding Corp.	450 Skokie Blvdm Suite 100	Northbrook	IL	60065	Insurance	\$ -
Blue Cross Blue Shield	PO Box 105358	Atlanta	GA	30348	Health Insurance	\$ -
Florida Combined Life-Blue Dental	PO Box 769569	Roswell	GA	30076	Dental Insurance	\$ -
Palm Beach Sheriff's Office	PO Box 24681	West Palm Beach	FL	33409	Permit	\$ -
Euler Hermes ACI	800 Red Brook Blvd.	Owings Mills	MD	21117	Accounts Receivable Insurance	\$ -
Discrete Wireless, Inc.	1327 Northmeadow Pkwy, Suite 200	Roswell	GA	30076	Telecommunications	\$ -
Cardinal Scale Manufacturing, Inc.	3215 NW 10th Terrace, Suite 200	Oakland Park	FL	33309	Scale Service Agreement	\$ -
Monison and VMG Truck and Trailer Leasing Corp.	5420 NW 37th Avenue	Miami	FL	33142	Purchase Agreement	\$ -
Palm Beach County - Purchasing Department	50 S Military Trail, Suite 110	West Palm Beach	FL	33415	Purchase Agreement	\$ -
Broward Community College Procurement Services	111 East Las Olas Blvd.	Fort Lauderdale	FL	33301	Purchase Agreement	\$ -
City of Boca Raton	201 West Palmetto Park Rd	Boca Raton	FL	33432	Purchase Agreement	\$ -
Village of Wellington	1400 Greenbriar Blvd.	Wellington	FL	33414	Purchase Agreement	\$ -
Collier County School Board	5775 Osceola Trail	Naples	FL	34109	Purchase Agreement	\$ -

Exhibit B
(Schedule of Equipment Lenders)

AMERIGROW RECYCLING

SCHEDULE OF INSTALLMENT DEBTS, NOTES AND MORTGAGE PAYMENTS

AS OF SEPTEMBER 30, 2009

LENDER	ORG LOAN AMOUNT	LOAN BALANCE	LOAN DATE	INTEREST RATE	MATURITY DATE	MONTHLY PAYMENT	SECURITY	GUARANTORS *4
REGIONS	\$165,630	\$16,522	03/14/05	LEASE	03/14/10	\$2,761	03 VOLVO GRAPPLE	A, S, M, J
HUNTINGTON NAT.	\$105,080	\$15,000	05/17/05	7.43%	05/17/10	\$2,103	2006 KENWORTH T800	S, J
RANDY TURNER	\$250,000	\$116,667	01/16/07	*	1/16/12	\$4,167	2-2002 BGTX TRAILERS, 2 VOLVO GRAPPLES, 2000 PACE TRAILER 2002 BGTX TRAILERS	NONE
WELLS FARGO *1	\$2,500,000	\$2,149,523	06/25/07	Prime	9/10/11	*2	EQUIP APPRAISAL ATTACHED	S, J
GE CAPITAL	\$300,094	\$189,111	09/11/07	7.84%	10/11/12	\$6,062	2 - 2007 KENWORTH TRUCKS AND 1 - CAT ENGINE	S, J
ALTER MONETA*1	\$1,050,830	\$713,278	03/26/08	6.34%	10/15/2011	\$31,188	EQUIP APPRAISAL ATTACHED	A, AJ, S, J
ALTER MONETA*1	\$356,535	\$295,818	08/11/08	7.50%	8/15/2013	\$7,543	EQUIP APPRAISAL ATTACHED	A, AJ, S, J
ALTER MONETA	\$215,959	\$177,521	05/07/08	6.67%	5/7/2013	\$4,579	SCREEN, CONVEYOR, STACKER	A, AJ, S, J
KOMATSU	\$99,649	\$81,041	12/04/08	6.75%	12/16/2012	\$2,375	KOMATSU EXCAVATOR	A IS BORROWER
KUBOTA CREDIT CORP	\$12,720	\$8,833	11/01/08	0.00%	10/1/2011	\$353	KUBOTA TRACTOR	A
FORD MOTOR CREDIT	\$16,839	\$16,266	03/31/09	10.69%	5/13/2013	\$435	FORD ESCAPE	NONE
EQUIP SUB-TOTAL	\$5,073,337	\$3,779,579						
NATIONAL CITY -land loan	\$6,600,000	*3 \$6,019,981	10/26/06	6.95%	10/26/21	\$59,494	LAND	A, S, M, J, MM
WACHOVIA LOC	\$50,000	\$38,226	09/27/99	P +1	Demand	IO	L/C - PERSONAL	J
FIFTH THIRD-LOC	\$1,000,000	\$1,000,000	08/12/08	**	Demand	IO	A/R, INV, UNEMCUMBERED EQUIP & 2ND POSITION IN BALANCE	S, J
LAND & L/C SUB-TOTAL	\$7,650,000	\$7,058,207						
GRAND TOTAL	\$12,723,337	\$10,837,786						

* 10% Interest payable only from profits from storm cleanup referred by Turner, otherwise 0%

** 30 days LIBOR + 300bp

*1 consolidated refinanced loan amounts, not original purchase prices

*2 Pmts 10/09 - 1/10 = Interest + \$20,668 principal; 2/10 - 10/11 - Interest + \$41,337 principal; 11/11 - Balloon \$1,116,095 (original = \$41,337 + interest; Balloon \$992,088)

*3 Balance does not include accrued interest from 2/1/09

*4 A = Amerigrow Recycling Corp; AJ = Amerigrow of Jupiter Corp.; S = Silvia Kearney; M = Michael G. Kearney; J = Janet Tomlinson; MM = Mulch Maker, LLC

Exhibit C
(Liquidation Analysis)

Amerigrow Recycling - Delray, Limited Partnership, et al.
Case No. 09-34122-BKC-EPK
Liquidation Analysis

CHAPTER 7 LIQUIDATION		
CASH AND CASH EQUIVALENTS	\$	830,000.00
REAL ESTATE (ASSUME FIRE SALE VALUE IN CHAPTER 7)	\$	4,000,000.00
LIQUIDATION VALUE OF ACCOUNTS RECEIVABLE (60% of \$1,110,000 value) (approx.)	\$	666,000.00
LIQUIDATION VALUE OF INVENTORY (25% of \$752,000 cost value) (approx.)	\$	188,000.00
LIQUIDATION VALUE OF EQUIPMENT (30% of \$5,340,181)	\$	1,602,054.30
RECOVERY FROM AVOIDANCE ACTIONS		Unknown
TOTAL LIQUIDATION PROCEEDS		\$ 7,286,054.30
TOTAL UNENCUMBERED LIQUIDATION PROCEEDS		\$ 684,000.00
PRE-CONFIRMATION PROFESSIONAL FEES (est.)	\$	100,000.00
PRE-CONFIRMATION ADMINISTRATIVE CLAIMS (only those administrative claims not included in approved cash collateral budget)	\$	-
CHAPTER 7 TRUSTEE STATUTORY FEES (est.)	\$	241,831.63
ADDITIONAL PROFESSIONAL FEES IN CHAPTER 7 (est.)	\$	100,000.00
UNITED STATES TRUSTEE'S FEES (1Q AND 2Q 2010)	\$	10,000.00
AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 232,168.37
CLASS LP-1 PRIORITY CLAIMS	\$	-
CLASS LP-2 SECURED CLAIM OF PNC (assume \$4,000,000 recovery from liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$	4,000,000.00
CLASS LP-3 SECURED CLAIM OF FIFTH THIRD BANK (satisfied with liquidation proceeds of collateral, estimated that there is no remainder that would become a Class LP-13 Unsecured Claim)	\$	1,000,000.00
CLASS LP-4 SECURED CLAIM OF WELLS FARGO (assume 30% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$	967,350.30
CLASS LP-5 SECURED CLAIM OF ALTER MONETA (assume 30% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$	458,694.90
CLASS LP-6 SECURED CLAIM OF COLONIAL PACIFIC (assume 30% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$	71,820.00
CLASS LP-7 SECURED CLAIM OF GECC (assume 30% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$	17,220.00
CLASS LP-8 SECURED CLAIM OF TURNER (assume 30% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$	55,104.00
CLASS LP-9 SECURED CLAIM OF FORD MOTOR CREDIT (assume 60% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$	14,400.00
CLASS LP-10 SECURED CLAIM OF KUBOTA (assume 30% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$	2,952.00

Note 1

Note 2

Note 3

Note 3

Note 3

Note 3

Note 3

Note 3

Note 3

Note 3

Amerigrow Recycling - Delray, Limited Partnership, et al.
 Case No. 09-34122-BKC-EPK
 Liquidation Analysis

CLASS LP-11 OTHER SECURED CLAIMS (satisfied with liquidation proceeds of collateral, estimated that there is no remainder that would become Class LP-13 Unsecured Claim)	\$ -	Note 3
CLASS Corp-2 SECURED CLAIM OF KOMATSU (assume no recovery with liquidation proceeds of collateral, entire amounts to become Class Corp-4 Unsecured Claim)	\$ 23,370.00	Note 3
CLASS Corp-3 OTHER SECURED CLAIMS (assume no recovery with liquidation proceeds of collateral, entire amounts to become Class LP-13 Unsecured Claim)	\$ -	Note 3
AMOUNT AVAILABLE FOR DISTRIBUTION ON GENERAL UNSECURED CLAIMS ON EFFECTIVE DATE	\$ 232,168.37	
GENERAL UNSECURED CLAIMS (approx.) (\$940,000 of general unsecured claims plus approximately \$5,100,000 in deficiency claims for all Allowed Secured Claims)	\$ 6,040,000.00	
ESTIMATED RECOVERY PERCENTAGE ON EFFECTIVE DATE (if General Unsecured Claims equal \$6,008,000.00)	3.84%	

Amerigrow Recycling - Delray, Limited Partnership, et al.
Case No. 09-34122-BKC-EPK
Liquidation Analysis

PURPOSE

The plan of reorganization proposed by the Debtors (the "Plan") requires the filing of a Disclosure Statement (the "Disclosure Statement") with respect to the Plan. This liquidation analysis (the "Analysis") was prepared solely for the inclusion in the Disclosure Statement in compliance with the United States Bankruptcy Code. The Analysis involves estimating the proceeds that are expected to be generated in the liquidation of the assets of the estate of Amerigrow Recycling - Delray, Limited Partnership and reducing such amount by the secured claim, costs of liquidation, post-confirmation administrative claims, administrative expenses and priority claims, to arrive at estimated net proceeds available for distribution to unsecured creditors. The Analysis is based on the assumptions discussed in the notes below.

ESTIMATES OF LIQUIDATION VALUE

The Analysis is an estimate of the proceeds that the Debtors believe will be generated as a result of the liquidation of the Debtors' assets at March 2, 2010 (the "Analysis Date") and is based on the information available as of the date hereof. The information presented is not prepared in accordance with generally accepted accounting principles and has not been subject to any compilation, review or audit procedures by an independent accounting firm. No independent evaluation or appraisal of the Debtors' assets has occurred. The various estimate of value presented in this Analysis apply to this purpose only and may not be used out of the context presented herein.

Principally, values are based on financial information included in the Disclosure Statement, the petition for relief, bankruptcy schedules and statement of financial affairs (the "Schedules"), the Debtors' monthly financial reports filed with the Bankruptcy Court, certain of the Debtors' financial records and pleadings and other filings with the Bankruptcy Court.

The estimates of liquidation value do not purport to reflect appraisals, or necessarily reflect the actual market value which may be realized if assets are sold. The Analysis is premised on various estimates and assumptions that are inherently subject to significant economic, competitive and operational uncertainties and contingencies that are difficult to predict and are beyond the control of the Debtors. The validity of the assumptions may be affected by the occurrence of events or the existence of conditions not now contemplated or by other factors, and there can be no assurance that the assumptions and estimates employed in determining the liquidation value of the Debtors' assets will result in an accurate estimate of the proceeds that would be realized in an actual liquidation. Additional information may become available after the date of this Analysis that could result in materially different values for certain assets and liabilities. Consequently, the estimates of value presented herein should not be regarded as a representation of warranty that the estimated liquidation values will be realized and actual liquidation values of the Debtors' assets could vary materially from the estimates included in the Analysis.

RESERVATION OF RIGHTS

The Debtors reserve all of their rights in connection with the estimated values of recoveries as set forth herein, the ability to pursue additional claims and causes of action and objections to claims. This analysis shall not be deemed a waiver of or estoppel in connection with such rights.

Amerigrow Recycling - Delray, Limited Partnership, et al.

Case No. 09-34122-BKC-EPK

Liquidation Analysis

THE ACCOMPANYING NOTES AND ASSUMPTIONS ARE AN INTEGRAL PART OF THE LIQUIDATION ANALYSIS!

Note 1	The cash balance reflects the approximate cash and cash equivalents as of May 11, 2010.
Note 2	The Debtors have analyzed their potential preference lawsuits and do not believe there to be any, however the Debtors reserve all rights in the Plan to bring avoidance actions if appropriate upon further review.
Note 3	Please see attached Deficiency Claim Analysis.

Amerigrow Recycling - Delray, Limited Partnership

Case No. 09-34122-BKC-EPK

Liquidation Analysis (Deficiency Claim Detail)

Class	Asserted Secured Claim	Estimated Going Concern Value of Collateral (per schedules)	Estimated Liquidation Value of Collateral	Estimated Deficiency Claim in Chapter 7
CLASS LP-2 SECURED CLAIM OF PNC (assume \$4,000,000 recovery from liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$ 6,880,957.85	\$ 9,000,000.00	\$ 4,000,000.00	\$ 2,880,957.85
CLASS LP-3 SECURED CLAIM OF FIFTH THIRD BANK (satisfied with liquidation proceeds of collateral, estimated that there is no remainder that would become a Class LP-13 Unsecured Claim)	\$ 1,000,000.00	\$ 3,209,000.00	\$ 2,529,500.00	\$ -
CLASS LP-4 SECURED CLAIM OF WELLS FARGO (assume 30% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$ 2,160,782.73	\$ 3,224,501.00	\$ 967,350.30	\$ 1,193,432.43
CLASS LP-5 SECURED CLAIM OF ALTER MONETA (assume 30% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$ 1,255,034.79	\$ 1,528,983.00	\$ 458,694.90	\$ 796,339.89
CLASS LP-6 SECURED CLAIM OF COLONIAL PACIFIC (assume 30% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$ 200,747.49	\$ 239,400.00	\$ 71,820.00	\$ 128,927.49
CLASS LP-7 SECURED CLAIM OF GECC (assume 30% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$ 17,026.96	\$ 57,400.00	\$ 17,220.00	\$ -
CLASS LP-8 SECURED CLAIM OF TURNER (assume 30% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$ 116,667.00	\$ 183,680.00	\$ 55,104.00	\$ 61,563.00
CLASS LP-9 SECURED CLAIM OF FORD MOTOR CREDIT (assume 60% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$ 15,711.51	\$ 24,000.00	\$ 14,400.00	\$ 1,311.51
CLASS LP-10 SECURED CLAIM OF KUBOTA (assume 30% recovery with liquidation proceeds of collateral, remainder to become Class LP-13 Unsecured Claim)	\$ 8,480.04	\$ 9,840.00	\$ 2,952.00	\$ 5,528.04
CLASS LP-11 OTHER SECURED CLAIMS (assume no recovery with liquidation proceeds of collateral, entire amounts to become Class LP-13 Unsecured Claim)	\$ -	\$ -	\$ -	\$ -
			Estimated Total Deficiency Claims - Amerigrow LP	\$ 5,068,060.21
CLASS Corp-2 SECURED CLAIM OF KOMATSU (assume no recovery with liquidation proceeds of collateral, entire amounts to become Class Corp-4 Unsecured Claim)	\$ 81,041.00	\$ 77,900.00	\$ 23,370.00	\$ 54,530.00
CLASS Corp-3 OTHER SECURED CLAIMS (assume no recovery with liquidation proceeds of collateral, entire amounts to become Class LP-13 Unsecured Claim)	\$ -	\$ -	\$ -	\$ -
			Estimated Total Deficiency Claims - Amerigrow Corp	\$ 54,530.00

Exhibit D
(Consolidated Financial Projections)

Consolidated 6Yr Projections

	6/1/10-5/30/11	6/1/11-5/30/12	6/1/12-5/30/13	6/1/13-5/30/14	6/1/14-5/30/15	6/1/15-5/30/16
Income (in millions)						
Mulch	\$5.500	\$5.610	\$5.722	\$5.837	\$5.953	\$6.072
Soil/Compost	\$3.000	\$3.060	\$3.121	\$3.184	\$3.247	\$3.312
Tipping	\$1.250	\$1.275	\$1.301	\$1.327	\$1.353	\$1.380
Del/Inst	\$1.800	\$1.836	\$1.873	\$1.910	\$1.948	\$1.987
Total Income	\$11.550	\$11.781	\$12.017	\$12.257	\$12.502	\$12.752

Expenditures (in millions)

Soil Line	\$1.650	\$1.683	\$1.717	\$1.751	\$1.786	\$1.822
Wood/Mulch	\$1.700	\$1.734	\$1.769	\$1.804	\$1.840	\$1.877
Payroll/Benefits	\$3.100	\$3.162	\$3.225	\$3.290	\$3.356	\$3.423
Contract O/S	\$0.055	\$0.056	\$0.057	\$0.058	\$0.060	\$0.061
Commissions Outside	\$0.155	\$0.158	\$0.161	\$0.164	\$0.168	\$0.171
Insurance	\$0.275	\$0.281	\$0.286	\$0.292	\$0.298	\$0.304
Equip Maintenance	\$0.480	\$0.490	\$0.499	\$0.509	\$0.520	\$0.530
Fuel	\$0.750	\$0.765	\$0.780	\$0.796	\$0.812	\$0.828
Colorant	\$0.360	\$0.367	\$0.375	\$0.382	\$0.390	\$0.397
Bagging Supplies	\$0.350	\$0.357	\$0.364	\$0.371	\$0.379	\$0.386
Other	\$0.450	\$0.459	\$0.468	\$0.478	\$0.487	\$0.497
Licenses & Permits	\$0.025	\$0.026	\$0.026	\$0.027	\$0.027	\$0.028
RE & TPP Tax	\$0.070	\$0.071	\$0.073	\$0.074	\$0.076	\$0.077
Management Fees	\$0.462	\$0.471	\$0.481	\$0.490	\$0.500	\$0.510
Legal/Accounting Fees	\$0.200	\$0.100	\$0.105	\$0.110	\$0.116	\$0.122
Land Lease	\$0.017	\$0.019	\$0.019	\$0.019	\$0.019	\$0.019
Total Expenses	\$10.099	\$10.199	\$10.405	\$10.616	\$10.832	\$11.051
Income before Debt	\$1.451	\$1.582	\$1.611	\$1.641	\$1.671	\$1.701

Debt Service/Plan Payments In dollars

Cordero (Admin Claim)	19,790	0	0			
Amerimulch Reclamation (Admin)	22,637	22,637	22,637	0		
Class LP-2/PNC (Nat City)	239,970	293,710	319,250	537,937	544,656	659,116
Class LP-3/Fifth Third Bank	62,000	122,000	149,000	150,000	150,000	150,000
Class LP-4/Wells Fargo	300,000	300,000	300,000	420,000	480,000	600,000
Class LP-5/Alter Moneta#1	166,172	280,905	280,905	117,044		
Class LP-5/Alter Moneta #2	75,200	75,200	75,200	75,200	68,933	0
Class LP-5/Alter Moneta #3	37,936	37,936	37,936	37,936	37,936	34,775
Class LP-6/Colonial Pacific (GE)	72,744	72,744	66,682	0		
Class LP-7/GECC (Huntington)	13,660	0				
Class LP-8/Turner	28,125	28,125	28,125	28,125		
Class LP-9/Ford	5,220	5,220	5,220	0		
Class LP-10/Kubota	4,236	1,765				
Class LP-11/Other Secured	0	0	0	0	0	0
Class Corp-3/Komatsu	28,500	28,500	14,250	0		
Class LP-13						
Unsecured Option No. 1*	117,432	117,432	117,432	117,432	117,432	0
Class LP-13						
Unsecured Option No. 2*	44,000	44,000	22,000	0	0	0
Class LP-13						
Unsecured Option No. 3*	55,000	0	0	0	0	0

Debt Srv/Plan Payments in millions

	\$1,292.62	\$1,430.17	\$1,438.64	\$1,483.67	\$1,398.96	\$1,443.89
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* See Attached Schedule for Separate Breakdown of Class LP-13 General Unsecured Claims:

In re Amerigrow Recycling - Delray, Limited Partnership, et al.

Case No. 09-34122-BKC-EPK

Schedule of Estimated Unsecured Claim Payouts for Class LP-13

	Option No. 1	Option No. 2	Option No. 3	
Insider Unsecured Claims - Mandatory Option No. 1	\$ 420,491.78			
Non-Insider Unsecured Claims (Total \$500,000 - Assume 1/3 will choose each Option)	\$ 166,666.65	\$ 166,666.67	\$ 166,666.67	
Total Claims Per Option	\$ 587,158.43	\$ 166,666.67	\$ 166,666.67	
	20% in Years 1, 2, 3, 4 and 5	2.25% per Month for 30 months (27% annualized)	33% in Year 1	
				Total Cash Payout Per Year
Year 1 Payout	\$ 117,431.69	\$ 44,000.00	\$ 55,000.00	\$ 216,431.69
Year 2 Payout	\$ 117,431.69	\$ 44,000.00	\$ -	\$ 161,431.69
Year 3 Payout	\$ 117,431.69	\$ 22,000.00	\$ -	\$ 139,431.69
Year 4 Payout	\$ 117,431.69		\$ -	\$ 117,431.69
Year 5 Payout	\$ 117,431.69		\$ -	\$ 117,431.69
Total Estimated Cash Payout	\$ 587,158.43	\$ 110,000.00	\$ 55,000.00	
Total Percentage Recovery	100.00%	66.00%	33.00%	

Exhibit E
(List of Payments Within 90 Days of Petition Date)

3.D.

Amerigrow Recycling

11/18/2009 5:17 PM

Register: 1040 · Wachovia - Operating Acct

From 08/01/2009 through 11/01/2009

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/03/2009			Operating Expense:Ba...	visa	9.75	X		2,081.33
08/03/2009			Operating Expense:Ba...	comm service c...	36.31	X		2,045.02
08/03/2009			5915 · Interest Expense...		150.06	X		1,894.96
08/31/2009			Operating Expense:Ba...	Service Charge	190.66	X		1,704.30
09/03/2009	13571	Santom Transport, Inc	2001 · Accounts Payable		1,814.00	X		-109.70
09/25/2009			Long Term Liabilities:...	Deposit		X	200.00	90.30
09/28/2009	13572	American Heritage L...	2001 · Accounts Payable		256.27	X		-165.97
09/28/2009	13573	Aromatic Refreshme...	2001 · Accounts Payable		663.25	X		-829.22
09/28/2009	13574	Blaxberg Grayson K...	2001 · Accounts Payable		5,107.90	X		-5,937.12
09/28/2009	13575	Briggs Equipment.	2001 · Accounts Payable		512.56	X		-6,449.68
09/28/2009	13576	Carquest.	2001 · Accounts Payable		295.53	X		-6,745.21
09/28/2009	13577	Construction Hydrau...	2001 · Accounts Payable		577.80	X		-7,323.01
09/28/2009	13578	Fastenal Industries &...	2001 · Accounts Payable		17.75	X		-7,340.76
09/28/2009	13579	Federal Background ...	2001 · Accounts Payable		130.00	X		-7,470.76
09/28/2009	13580	Florida Combined Li...	2001 · Accounts Payable		439.79	X		-7,910.55
09/28/2009	13581	Grainger	2001 · Accounts Payable		190.97	X		-8,101.52
09/28/2009	13582	JP Miller	2001 · Accounts Payable		380.67	X		-8,482.19
09/28/2009	13583	Northern Safety Co. I...	2001 · Accounts Payable		212.42	X		-8,694.61
09/28/2009	13584	Office Depot	2001 · Accounts Payable		373.35	X		-9,067.96
09/28/2009	13585	Palm Beach Iron Wo...	2001 · Accounts Payable	VOID:		X		-9,067.96
09/28/2009	13586	Palm Beach Spring Co.	2001 · Accounts Payable		341.72	X		-9,409.68
09/28/2009	13587	Parkland Printing & ...	2001 · Accounts Payable		295.83	X		-9,705.51
09/30/2009			Long Term Liabilities:...	Deposit		X	6,800.00	-2,905.51
10/01/2009			Long Term Liabilities:...	Deposit		X	1,900.00	-1,005.51
10/01/2009			Operating Expense:Ba...	visa monthly	9.75	X		-1,015.26
10/06/2009			Long Term Liabilities:...	Funds Transfer		X	400.00	-615.26
10/08/2009			Long Term Liabilities:...	Funds Transfer		X	400.00	-215.26
10/09/2009			Operating Expense:Ba...	commercial svc...	45.37	X		-260.63
10/20/2009			Long Term Liabilities:...	Transfer		X	300.00	39.37

Amerigrow Recycling

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Register: 1046 - National City - #1

From 08/01/2009 through 11/01/2009

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/31/2009			Operating Expense:Ba...	Service Charge	25.91	X		453.47
09/30/2009			Operating Expense:Ba...	Service Charge	25.90	X		427.57
10/14/2009	15871	Amerigrow	1042 - Suntrust - Opera...		427.57	X		0.00
10/14/2009	EH783		4000 - Reconciliation ...	Balance Adjust...		X	1,008.33	1,008.33
10/14/2009	EH784		4000 - Reconciliation ...	Balance Adjust...		X	1,008.33	2,016.66
10/14/2009	EH785		4000 - Reconciliation ...	Balance Adjust...	2,444.23	X		-427.57
10/14/2009	EH786		4000 - Reconciliation ...	Balance Adjust...	1,008.33	X		-1,435.90
10/14/2009	EH787		4000 - Reconciliation ...	Balance Adjust...		X	1,435.90	0.00

Amerigrow Recycling

11/18/2009 5:20 PM

Register: 1048 · Fifth Third Bank - Operating

From 08/01/2009 through 11/01/2009

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/03/2009			-split-	Deposit		X	82,157.06	184,776.36
08/03/2009			-split-	Deposit		X	788.33	185,564.69
08/03/2009	NSF		Operating Expense:Oth...	Brookview	1,795.44	X		183,769.25
08/03/2009	2632	La Mousse Acadienne	2001 · Accounts Payable		16,764.00	X		167,005.25
08/03/2009	2633	Elite Aluminum Corp.	2001 · Accounts Payable		1,404.00	X		165,601.25
08/03/2009	2634	Santom Transport, Inc	2001 · Accounts Payable		2,721.00	X		162,880.25
08/03/2009	2635	Fafard	2001 · Accounts Payable		6,070.24	X		156,810.01
08/03/2009	2636	Florida Potting Soils ...	2001 · Accounts Payable		8,754.40	X		148,055.61
08/03/2009	2637	Manuel Cordero	2001 · Accounts Payable		17,100.00	X		130,955.61
08/03/2009	2638	White's Landscape S...	2001 · Accounts Payable		1,453.50	X		129,502.11
08/03/2009	2639	Galvez Trucking, Inc.	2001 · Accounts Payable		15,875.00	X		113,627.11
08/03/2009	2640	Tropical Soil LLC	2001 · Accounts Payable		9,576.00	X		104,051.11
08/03/2009	2641	Kempfer Sawmill Inc.	2001 · Accounts Payable		6,726.25	X		97,324.86
08/03/2009	2642	Y. G. Yovany Gonza...	2001 · Accounts Payable		1,774.00	X		95,550.86
08/04/2009			-split-	Deposit		X	5,010.06	100,560.92
08/04/2009			-split-	Deposit		X	1,973.87	102,534.79
08/04/2009	2643	Nina Plastics.	2001 · Accounts Payable		15,172.80	X		87,361.99
08/05/2009			-split-	Deposit		X	30,894.29	118,256.28
08/05/2009			-split-	Deposit		X	740.87	118,997.15
08/05/2009	2644	Unifirst Corporation.	2001 · Accounts Payable		1,878.10	X		117,119.05
08/05/2009	2645	Anthony's Business ...	Operating Expense:Off...		285.00	X		116,834.05
08/05/2009	2646	Helena	2001 · Accounts Payable		726.70	X		116,107.35
08/05/2009	2647	Flagler Construction	2001 · Accounts Payable		764.88	X		115,342.47
08/05/2009	2648	Palm Beach Iron Wo...	2001 · Accounts Payable		504.96	X		114,837.51
08/05/2009	2649	Wholesale Auto Radi...	2001 · Accounts Payable		125.00	X		114,712.51
08/05/2009	2650	Florida Department.o...	2001 · Accounts Payable	Citation #6007...	255.00	X		114,457.51
08/05/2009	2651	Atlantic - FEC Ferti...	2001 · Accounts Payable		533.21	X		113,924.30
08/06/2009			-split-	Deposit		X	10,151.04	124,075.34
08/06/2009	2652	Woodfuel com	2001 · Accounts Payable		7,290.78	X		116,784.56
08/06/2009	2653	Sign Source.	2001 · Accounts Payable		26.50	X		116,758.06
08/06/2009	2654	Smiley Gil, Inc.	2001 · Accounts Payable		2,400.00	X		114,358.06
08/06/2009	2655	Air Compressor Works	Operating Expense:Re...		738.76	X		113,619.30
08/07/2009			-split-	Deposit		X	24,153.82	137,773.12
08/07/2009			-split-	Deposit		X	795.89	138,569.01
08/07/2009		Compupay	Operating Expense:Lab...	agency	185.71	X		138,383.30
08/07/2009		Compupay	Operating Expense:Lab...	billing	151.05	X		138,232.25
08/07/2009		Compupay	Operating Expense:Lab...	dir dep	20,315.91	X		117,916.34
08/07/2009		Compupay	Operating Expense:Lab...	paychecks	17,359.83	X		100,556.51
08/07/2009		Compupay	Operating Expense:Lab...	tax	9,482.35	X		91,074.16
08/07/2009	2656	Land And Sea Petrol...	2001 · Accounts Payable		15,716.66	X		75,357.50

Amerigrow Recycling

11/18/2009 5:20 PM

Register: 1048 · Fifth Third Bank - Operating

From 08/01/2009 through 11/01/2009

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/07/2009	2657	Miami-Dade Depart...	Operating Expense:Oth...		1,090.00	X		74,267.50
08/07/2009	2658	James Schry	Operating Expense:Re...		1,400.00	X		72,867.50
08/07/2009	2659	Wells Fargo_1	-split-		26,800.38	X		46,067.12
08/07/2009	2660	Atlantic Coast Envir...	2001 · Accounts Payable		4,565.00	X		41,502.12
08/07/2009	2661	Atlantic Coast Envir...	2001 · Accounts Payable		2,382.50	X		39,119.62
08/10/2009			-split-	Deposit		X	54,999.52	94,119.14
08/10/2009			-split-	Deposit		X	18,338.22	112,457.36
08/10/2009			Operating Expense:Ba...	Service Charge	241.48	X		112,215.88
08/10/2009	2662	CBI.	2001 · Accounts Payable		4,054.57	X		108,161.31
08/10/2009	2663	Galvez Trucking, Inc.	2001 · Accounts Payable		1,200.00	X		106,961.31
08/10/2009	2664	Manuel Cordero	2001 · Accounts Payable		12,600.00	X		94,361.31
08/10/2009	2665	Florida Potting Soils ...	2001 · Accounts Payable		8,656.90	X		85,704.41
08/10/2009	2666	Galvez Trucking, Inc.	2001 · Accounts Payable		6,000.00	X		79,704.41
08/10/2009	2667	La Mousse Acadienne	2001 · Accounts Payable		20,450.00	X		59,254.41
08/10/2009	2668	Air Compressor Works	Operating Expense:Re...		413.91	X		58,840.50
08/11/2009			-split-	Deposit		X	16,539.42	75,379.92
08/11/2009			-split-	Deposit		X	827.37	76,207.29
08/11/2009	2669	CITICAPITAL - Loa...	2001 · Accounts Payable		6,062.21	X		70,145.08
08/11/2009	2670	American Express - ...	American Express		6,079.93	X		64,065.15
08/12/2009			-split-	Deposit		X	31,786.96	95,852.11
08/12/2009			-split-	Deposit		X	1,162.79	97,014.90
08/12/2009	2671	Kelly Tractor	2001 · Accounts Payable		356.69	X		96,658.21
08/12/2009	2672	Unifirst Corporation.	2001 · Accounts Payable		572.06	X		96,086.15
08/12/2009	2673	Atlantic - FEC Fertili...	2001 · Accounts Payable		546.22	X		95,539.93
08/12/2009	2674	Equifax	2001 · Accounts Payable	27/324TF00059	146.15	X		95,393.78
08/13/2009			-split-	Deposit		X	46,115.12	141,508.90
08/13/2009			-split-	Deposit		X	825.96	142,334.86
08/13/2009		Compupay	Operating Expense:Lab...	agency	185.71	X		142,149.15
08/13/2009		Compupay	Operating Expense:Lab...	billing	151.05	X		141,998.10
08/13/2009		Compupay	Operating Expense:Lab...	dir dep	22,381.84	X		119,616.26
08/13/2009		Compupay	Operating Expense:Lab...	paychecks	16,885.60	X		102,730.66
08/13/2009		Compupay	Operating Expense:Lab...	tax	10,275.51	X		92,455.15
08/13/2009	2675	Firestone Complete ...	Operating Expense:Ve...		26.61	X		92,428.54
08/13/2009	2676	Sign Source.	2001 · Accounts Payable		493.40	X		91,935.14
08/13/2009	2677	Voided Check	Operating Expense:Ad...			X		91,935.14
08/13/2009	2678	Ford Motor Credit	-split-		434.57	X		91,500.57
08/13/2009	2679	Regions Equipment...	Long Term Liabilities:...		2,760.51	X		88,740.06
08/13/2009	2680	M & S Fin.	Operating Expense:Oth...		5,175.00	X		83,565.06
08/13/2009	2681	Turner Trucking	Long Term Liabilities:...		1,666.67	X		81,898.39
08/13/2009	2682	Turner Trucking	Long Term Liabilities:...		2,500.00	X		79,398.39

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08/13/2009	2683	Huntington Bank - 2...	Long Term Liabilities:...		2,102.58	X		77,295.81
08/13/2009	2684	Komatsu Financial	2001 · Accounts Payable		2,374.67	X		74,921.14
08/13/2009	2685	First Insurance Fundi...	2001 · Accounts Payable		22,263.38	X		52,657.76
08/13/2009	2686	Woodfuel com	2001 · Accounts Payable		11,242.12	X		41,415.64
08/13/2009	2687	Woodfuel com	2001 · Accounts Payable		6,989.10	X		34,426.54
08/13/2009	2688	Aetna, Inc.	2001 · Accounts Payable		14,770.00	X		19,656.54
08/13/2009	2689	AT & T	2001 · Accounts Payable		1,338.32	X		18,318.22
08/13/2009	2690	Best Electric Connec...	2001 · Accounts Payable		862.70	X		17,455.52
08/13/2009	2691	Briggs Equipment.	2001 · Accounts Payable		65.40	X		17,390.12
08/13/2009	2692	Carquest.	2001 · Accounts Payable		424.11	X		16,966.01
08/13/2009	2693	Grainger	2001 · Accounts Payable		190.97	X		16,775.04
08/13/2009	2694	Hydraulic Supply Co.	2001 · Accounts Payable		8.61	X		16,766.43
08/13/2009	2695	L & L Distributors.	2001 · Accounts Payable		2,972.07	X		13,794.36
08/13/2009	2696	Nextran Truck Center.	2001 · Accounts Payable		2,634.94	X		11,159.42
08/13/2009	2698	PC Lan Techs	2001 · Accounts Payable		700.00	X		10,459.42
08/13/2009	2699	Progressive Business...	2001 · Accounts Payable	May 09 through...	39.95	X		10,419.47
08/13/2009	2700	Pure Beverage Syste...	2001 · Accounts Payable		251.78	X		10,167.69
08/13/2009	2701	Quality-Analytical-L...	2001 · Accounts Payable		105.00	X		10,062.69
08/13/2009	2702	Superior Wash.	2001 · Accounts Payable		1,032.50	X		9,030.19
08/13/2009	2703	Toilet Taxi Corp.	2001 · Accounts Payable		348.00	X		8,682.19
08/13/2009	2704	White Palms Fire Eq...	2001 · Accounts Payable		1,265.22	X		7,416.97
08/13/2009	2705	Aetna, Inc.	2001 · Accounts Payable		514.00	X		6,902.97
08/13/2009	2706	American Heritage L...	2001 · Accounts Payable		256.27	X		6,646.70
08/13/2009	2707	AT & T	2001 · Accounts Payable		142.40	X		6,504.30
08/13/2009	2708	At & T Advertising	2001 · Accounts Payable	Acct 801345693	167.00	X		6,337.30
08/13/2009	2709	Chevron and Texaco ...	2001 · Accounts Payable		69.26	X		6,268.04
08/13/2009	2710	Colonial Life	2001 · Accounts Payable	BCN #E3363165	2,581.45	X		3,686.59
08/13/2009	2711	Comp Tech Systems	2001 · Accounts Payable		130.04	X		3,556.55
08/13/2009	2712	Florida Combined Li...	2001 · Accounts Payable		430.15	X		3,126.40
08/13/2009	2713	Florida Department o...	2001 · Accounts Payable		63.35	X		3,063.05
08/13/2009	2714	AT & T	2001 · Accounts Payable		24.19	X		3,038.86
08/13/2009	2715	Euler Hermes ACI	2001 · Accounts Payable	Policy #4164544	200.00	X		2,838.86
08/13/2009	2716	FPL	2001 · Accounts Payable		4,928.28	X		-2,089.42
08/13/2009	2717	Nuvox Communicati...	2001 · Accounts Payable		1,432.74	X		-3,522.16
08/13/2009	2718	Pitney Bowes Corpor...	2001 · Accounts Payable		31.76	X		-3,553.92
08/13/2009	2719	Sprint.	2001 · Accounts Payable		50.59	X		-3,604.51
08/13/2009	2720	United Parcel Service.	2001 · Accounts Payable		63.91	X		-3,668.42
08/13/2009	2721	Verizon Wireless 38...	2001 · Accounts Payable	Account 38020...	161.45	X		-3,829.87
08/13/2009	2722	Nuvox Communicati...	2001 · Accounts Payable	VOID:		X		-3,829.87
08/13/2009	2723	Office Depot	2001 · Accounts Payable		454.34	X		-4,284.21

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/13/2009	2724	PC Lan Techs	2001 - Accounts Payable		807.12	X		-5,091.33
08/13/2009	2725	Pitney Bowes Postag...	2001 - Accounts Payable		834.68	X		-5,926.01
08/13/2009	2726	Tools N More	2001 - Accounts Payable		258.53	X		-6,184.54
08/13/2009	2727	Verizon Wireless*48...	2001 - Accounts Payable	480206860-00...	145.06	X		-6,329.60
08/13/2009	2728	MBNA -Bank of Am...	MBNA		76.31	X		-6,405.91
08/13/2009	99999	Nuvox Communicati...	2001 - Accounts Payable	VOID:		X		-6,405.91
08/14/2009			-split-	Deposit		X	4,746.99	-1,658.92
08/14/2009			1049 - Fifth Third Ban...	Deposit		X	15,000.00	13,341.08
08/14/2009			-split-	Deposit		X	498.22	13,839.30
08/14/2009		Fifth Third Bank	5915 - Interest Expense...		2,835.21	X		11,004.09
08/14/2009	2729	Around the Clock	Operating Expense:Off...	courier service	42.00	X		10,962.09
08/14/2009	2730	Land And Sea Petrol...	2001 - Accounts Payable		8,301.35	X		2,660.74
08/14/2009	2731	Go Green Product an...	Operating Expense:Co...		6,607.58	X		-3,946.84
08/14/2009	2732	M & S Fin.	Operating Expense:Oth...		4,950.00	X		-8,896.84
08/14/2009	2733	Floragem Investment...	2042 - Accrued manage...		7,050.00	X		-15,946.84
08/14/2009	2734	Sunn Security	2001 - Accounts Payable		111.30	X		-16,058.14
08/14/2009	2735	Network Design & C...	2001 - Accounts Payable		664.19	X		-16,722.33
08/17/2009			-split-	Deposit		X	54,638.83	37,916.50
08/17/2009			-split-	Deposit		X	932.55	38,849.05
08/17/2009			-split-	Deposit		X	21,080.58	59,929.63
08/17/2009		Voided Check	Operating Expense:Off...			X		59,929.63
08/17/2009	2736	Voided Check	Operating Expense:Off...			X		59,929.63
08/17/2009	2738	P.J.'s Land Clearing ...	2001 - Accounts Payable		1,200.00	X		58,729.63
08/17/2009	2739	Perry & Taylor, P.A.	2001 - Accounts Payable		8,207.75	X		50,521.88
08/17/2009	2740	Port Consolidated.	2001 - Accounts Payable		6,007.47	X		44,514.41
08/17/2009	2741	Chevron and Texaco ...	2001 - Accounts Payable		300.40	X		44,214.01
08/18/2009			-split-	Deposit		X	38,232.50	82,446.51
08/18/2009			-split-	Deposit		X	873.10	83,319.61
08/18/2009	2742	La Mousse Acadienne	2001 - Accounts Payable		16,764.00	X		66,555.61
08/18/2009	2743	Land And Sea Petrol...	2001 - Accounts Payable		15,953.58	X		50,602.03
08/18/2009	2744	Flagler Construction	2001 - Accounts Payable		355.30	X		50,246.73
08/18/2009	2745	Bob Barra Bonds Inc.	2001 - Accounts Payable		909.00	X		49,337.73
08/18/2009	2746	Superior Mulch	2001 - Accounts Payable		3,885.12	X		45,452.61
08/19/2009			-split-	Deposit		X	25,880.30	71,332.91
08/19/2009			-split-	Deposit		X	1,112.36	72,445.27
08/19/2009	2747	Unifirst Corporation.	2001 - Accounts Payable		635.51	X		71,809.76
08/19/2009	2748	Florida Department o...	2001 - Accounts Payable		335.00	X		71,474.76
08/19/2009	2749	Kelly Tractor	2001 - Accounts Payable		853.35	X		70,621.41
08/19/2009	2750	Anitere Flores Camp...	Operating Expense:Oth...		250.00	X		70,371.41
08/20/2009			-split-	Deposit		X	8,968.74	79,340.15

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08/20/2009			-split-	Deposit		X	8,076.60	87,416.75
08/20/2009			-split-	Deposit		X	509.16	87,925.91
08/20/2009		Compupay	Operating Expense:Lab...	agency	185.71	X		87,740.20
08/20/2009		Compupay	Operating Expense:Lab...	billing	150.80	X		87,589.40
08/20/2009		Compupay	Operating Expense:Lab...	dir dep	22,259.15	X		65,330.25
08/20/2009		Compupay	Operating Expense:Lab...	paychecks	20,121.05	X		45,209.20
08/20/2009		Compupay	Operating Expense:Lab...	tax	12,134.31	X		33,074.89
08/20/2009	2751	Orlando Pagan-Custo...	Operating Expense:Ad...		2,241.00	X		30,833.89
08/20/2009	2752	Delray Physician Car...	Operating Expense:Off...		30.00	X		30,803.89
08/20/2009	2753	Woodfuel com	2001 · Accounts Payable		5,601.50	X		25,202.39
08/20/2009	2754	BEIC.	Operating Expense:Lab...		10,338.19	X		14,864.20
08/20/2009	2755	United States Treasury	Operating Expense:Tax...		12,740.00	X		2,124.20
08/21/2009			-split-	Deposit		X	34,058.98	36,183.18
08/21/2009			-split-	Deposit		X	193.36	36,376.54
08/21/2009	2756	Unisource Worldwid...	2001 · Accounts Payable		3,647.90	X		32,728.64
08/21/2009	2757	Andrew M. Schwartz...	2001 · Accounts Payable		2,786.52	X		29,942.12
08/21/2009	2758	BWI-Homestead	2001 · Accounts Payable		1,681.40	X		28,260.72
08/21/2009	2759	Galvez Trucking, Inc.	2001 · Accounts Payable		2,325.00	X		25,935.72
08/21/2009	2760	Kempfer Sawmill Inc.	2001 · Accounts Payable		2,868.75	X		23,066.97
08/21/2009	2761	Manuel Cordero	2001 · Accounts Payable		6,900.00	X		16,166.97
08/21/2009	2762	W.R. Grace	2001 · Accounts Payable		1,650.00	X		14,516.97
08/21/2009	2763	White's Landscape S...	2001 · Accounts Payable		5,745.25	X		8,771.72
08/21/2009	2764	Powerscreen of Flori...	2001 · Accounts Payable		2,290.17	X		6,481.55
08/21/2009	2765	Tropical Soil LLC	2001 · Accounts Payable		6,384.00	X		97.55
08/24/2009			-split-	Deposit		X	58,039.41	58,136.96
08/24/2009			-split-	Deposit		X	692.24	58,829.20
08/24/2009			-split-	Deposit		X	10,238.05	69,067.25
08/24/2009	2766	Francisco migue.To...	1250 · Misc Other Rec...		331.31	X		68,735.94
08/24/2009	2767	U.S. Concrete Produ...	2001 · Accounts Payable		630.00	X		68,105.94
08/24/2009	2768	Irvine Wood Recovery.	2001 · Accounts Payable		2,500.00	X		65,605.94
08/24/2009	2769	Kenworth of South F...	2001 · Accounts Payable		208.74	X		65,397.20
08/24/2009	2770	Kimball Midwest.	2001 · Accounts Payable		1,800.94	X		63,596.26
08/24/2009	2771	Aromatic Refreshme...	2001 · Accounts Payable		1,463.41	X		62,132.85
08/24/2009	2772	Cormier, Michael	2001 · Accounts Payable		750.00	X		61,382.85
08/25/2009			-split-	Deposit		X	5,350.94	66,733.79
08/25/2009	2773	Konica Minolta Busi...	2001 · Accounts Payable		179.99	X		66,553.80
08/25/2009	2774	Konica Minolta Busi...	2001 · Accounts Payable		285.00	X		66,268.80
08/25/2009	2775	Wachovia Bank NA	Long Term Liabilities:...		1,000.00	X		65,268.80
08/25/2009	2776	Kubota Credit Corpo...	Long Term Liabilities:...		353.33	X		64,915.47
08/25/2009	2777	Dolphin Capital Corp.	Operating Expense:Off...		125.67	X		64,789.80

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08/25/2009	2778	Y. G. Yovany Gonza...	2001 - Accounts Payable		1,218.00	X		63,571.80
08/26/2009			-split-	Deposit		X	30,144.13	93,715.93
08/26/2009			-split-	Deposit		X	1,467.72	95,183.65
08/26/2009	2697	Nuvox Communicati...	2001 - Accounts Payable		715.66	X		94,467.99
08/26/2009	2779	Unifirst Corporation.	2001 - Accounts Payable		613.42	X		93,854.57
08/26/2009	2780	Construction Hydrau...	2001 - Accounts Payable		2,480.61	X		91,373.96
08/26/2009	2782	Woodfuel com	2001 - Accounts Payable		6,667.26	X		84,706.70
08/26/2009	2783	Florida Bearings, Inc.	2001 - Accounts Payable		418.22	X		84,288.48
08/27/2009			-split-	Deposit		X	25,239.49	109,527.97
08/27/2009			-split-	Deposit		X	451.83	109,979.80
08/27/2009		Compupay	Operating Expense:Lab...	agency	185.71	X		109,794.09
08/27/2009		Compupay	Operating Expense:Lab...	billing	153.63	X		109,640.46
08/27/2009		Compupay	Operating Expense:Lab...	dir dep	21,233.05	X		88,407.41
08/27/2009		Compupay	Operating Expense:Lab...	paychecks	21,059.39	X		67,348.02
08/27/2009		Compupay	Operating Expense:Lab...	tax	11,889.51	X		55,458.51
08/27/2009	2784	Atlantic - FEC Fertil...	2001 - Accounts Payable		520.20	X		54,938.31
08/27/2009	2785	AT & T	2001 - Accounts Payable		671.00	X		54,267.31
08/27/2009	2786	Konica Minolta Busi...	2001 - Accounts Payable	Contract No 66...	132.39	X		54,134.92
08/27/2009	2787	Pitney Bowes Postag...	2001 - Accounts Payable		600.00	X		53,534.92
08/27/2009	2788	Sprint.	2001 - Accounts Payable		3,546.03	X		49,988.89
08/27/2009	2789	United Parcel Service.	2001 - Accounts Payable		79.66	X		49,909.23
08/27/2009	2790	Florida Bearings, Inc.	2001 - Accounts Payable		391.74	X		49,517.49
08/27/2009	2791	Betrock Information ...	2001 - Accounts Payable		1,450.50	X		48,066.99
08/27/2009	2792	CBI.	2001 - Accounts Payable		9,691.43	X		38,375.56
08/27/2009	2793	Express Blower	2001 - Accounts Payable		4,438.49	X		33,937.07
08/27/2009	2794	Fisher Hydraulic Ser...	2001 - Accounts Payable		816.68	X		33,120.39
08/27/2009	2795	Florida Potting Soils ...	2001 - Accounts Payable		3,477.70	X		29,642.69
08/27/2009	2796	Galvez Trucking, Inc.	2001 - Accounts Payable		6,200.00	X		23,442.69
08/27/2009	2797	Kempfer Sawmill Inc.	2001 - Accounts Payable		2,632.50	X		20,810.19
08/27/2009	2798	La Mousse Acadienne	2001 - Accounts Payable		11,176.00	X		9,634.19
08/27/2009	2799	Manuel Cordero	2001 - Accounts Payable		16,600.00	X		-6,965.81
08/27/2009	2800	Nexttran Truck Center.	2001 - Accounts Payable		3,648.98	X		-10,614.79
08/27/2009	2801	Nurserymen's Sure-Gro	2001 - Accounts Payable		2,214.81	X		-12,829.60
08/27/2009	2802	Tate Transport Corp.	2001 - Accounts Payable		1,784.31	X		-14,613.91
08/27/2009	2803	The Apartment Vend...	2001 - Accounts Payable		1,650.00	X		-16,263.91
08/27/2009	2804	Welder Services.	2001 - Accounts Payable		882.02	X		-17,145.93
08/27/2009	2805	Westway Heavy Tran...	2001 - Accounts Payable		634.00	X		-17,779.93
08/27/2009	2806	White's Landscape S...	2001 - Accounts Payable	VOID:		X		-17,779.93
08/27/2009	2807	Windmill Sprinkler ...	2001 - Accounts Payable		1,593.96	X		-19,373.89
08/27/2009	2808	Y. G. Yovany Gonza...	2001 - Accounts Payable		1,050.00	X		-20,423.89

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08/28/2009			1049 - Fifth Third Ban...	Deposit		X	20,000.00	-423.89
08/28/2009			-split-	Deposit		X	10,855.94	10,432.05
08/28/2009			-split-	Deposit		X	2,086.80	12,518.85
08/28/2009	2809	BG Katz Nurseries	2001 - Accounts Payable		1,650.00	X		10,868.85
08/28/2009	2810	Land And Sea Petrol...	2001 - Accounts Payable		8,004.94	X		2,863.91
08/28/2009	2811	Florida Potting Soils ...	2001 - Accounts Payable		8,373.45	X		-5,509.54
08/28/2009	2812	AT & T	2001 - Accounts Payable		308.39	X		-5,817.93
08/28/2009	2813	Amanda Blair McPh...	1250 - Misc Other Rec...		106.20	X		-5,924.13
08/31/2009			-split-	Deposit		X	55,036.80	49,112.67
08/31/2009			-split-	Deposit		X	1,512.67	50,625.34
08/31/2009	2814	Agri-source Inc	2001 - Accounts Payable		5,400.00	X		45,225.34
08/31/2009	2815	AFNN Directory Pro...	2001 - Accounts Payable		347.00	X		44,878.34
09/01/2009			-split-	Deposit		X	14,672.76	59,551.10
09/01/2009			-split-	Deposit		X	264.59	59,815.69
09/01/2009	2816	Unifirst Corporation.	2001 - Accounts Payable		687.36	X		59,128.33
09/01/2009	2817	Carquest.	2001 - Accounts Payable		402.38	X		58,725.95
09/01/2009	2818	Florida Department o...	Operating Expense:Ve...	60093551-Jam...	477.00	X		58,248.95
09/01/2009	2819	The Plant List.	2001 - Accounts Payable		560.00	X		57,688.95
09/01/2009	2820	FNGLA	2001 - Accounts Payable	Exhibitor Invoice	425.00	X		57,263.95
09/01/2009	2821	L & L Distributors.	2001 - Accounts Payable		7,032.10	X		50,231.85
09/02/2009			-split-	Deposit		X	14,259.09	64,490.94
09/02/2009			-split-	Deposit		X	361.80	64,852.74
09/02/2009	2822	Atlantic - FEC Fertili...	2001 - Accounts Payable		559.22	X		64,293.52
09/02/2009	2823	Woodfuel com	2001 - Accounts Payable		5,415.00	X		58,878.52
09/02/2009	2824	Palm Beach Hose & ...	2001 - Accounts Payable	VOID:		X		58,878.52
09/03/2009			-split-	Deposit		X	41,911.41	100,789.93
09/03/2009			-split-	Deposit		X	434.53	101,224.46
09/03/2009		Compupay	Operating Expense:Lab...	agency	185.71	X		101,038.75
09/03/2009		Compupay	Operating Expense:Lab...	billing	154.92	X		100,883.83
09/03/2009		Compupay	Operating Expense:Lab...	dir dep	21,978.25	X		78,905.58
09/03/2009		Compupay	Operating Expense:Lab...	paychecks	18,390.85	X		60,514.73
09/03/2009		Compupay	Operating Expense:Lab...	tax	10,666.93	X		49,847.80
09/03/2009	2825	Glass Rätner	Operating Expense:Oth...		1,990.00	X		47,857.80
09/03/2009	2827	Kelly Tractor	2001 - Accounts Payable		141.60	X		47,716.20
09/03/2009	2828	Palm Beach Hose & ...	2001 - Accounts Payable		3,587.33	X		44,128.87
09/04/2009			1049 - Fifth Third Ban...	Deposit		X	15,000.00	59,128.87
09/04/2009			1250 - Misc Other Rec...	Deposit		X	20,000.00	79,128.87
09/04/2009			-split-	Deposit		X	14,909.24	94,038.11
09/04/2009			-split-	Deposit		X	355.69	94,393.80
09/04/2009	2826	Smiley Gil, Inc.	2001 - Accounts Payable		5,400.00	X		88,993.80

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09/04/2009	2829	Go Green Product an...	2001 · Accounts Payable		3,200.09	X		85,793.71
09/04/2009	2830	Land And Sea Petrol...	2001 · Accounts Payable		18,132.93	X		67,660.78
09/04/2009	2831	Florida Department o...	Operating Expense:Ve...	Citation #6008...	950.00	X		66,710.78
09/04/2009	2832	Tropical Soil LLC	2001 · Accounts Payable		6,384.00	X		60,326.78
09/04/2009	2833	Port Consolidated.	2001 · Accounts Payable		2,904.33	X		57,422.45
09/04/2009	2834	Martino Tire.	2001 · Accounts Payable		1,161.56	X		56,260.89
09/04/2009	2835	Manuel Cordero	2001 · Accounts Payable		15,550.00	X		40,710.89
09/04/2009	2836	Liquid Graphics.	2001 · Accounts Payable		1,651.05	X		39,059.84
09/04/2009	2837	John A. Grant, Jr., Inc.	2001 · Accounts Payable		520.00	X		38,539.84
09/04/2009	2838	GE Fleet Services.	2001 · Accounts Payable		6,996.30	X		31,543.54
09/04/2009	2839	Galvez Trucking, Inc.	2001 · Accounts Payable		1,600.00	X		29,943.54
09/04/2009	2840	Flagler C.D.S., Inc.	2001 · Accounts Payable		4,000.00	X		25,943.54
09/04/2009	2841	Elite Aluminum Corp.	2001 · Accounts Payable		3,365.00	X		22,578.54
09/04/2009	2842	Flagler C.D.S., Inc.	Operating Expense:Inv...		187.50	X		22,391.04
09/07/2009	2781	Nuvox Communicati...	2001 · Accounts Payable		715.66	X		21,675.38
09/08/2009			-split-	Deposit		X	49,134.13	70,809.51
09/08/2009			-split-	Deposit		X	778.55	71,588.06
09/08/2009			-split-	Deposit		X	10,639.73	82,227.79
09/08/2009	2843	Lisa M. Ruth	2001 · Accounts Payable		1,413.75	X		80,814.04
09/08/2009	2844	Agri-source Inc	2001 · Accounts Payable		3,240.00	X		77,574.04
09/08/2009	2845	Nextran Truck Center.	2001 · Accounts Payable		1,712.43	X		75,861.61
09/08/2009	2846	L & L Distributors.	2001 · Accounts Payable		2,243.57	X		73,618.04
09/08/2009	2847	James Schry	Operating Expense:Re...		1,400.00	X		72,218.04
09/08/2009	2848	Agri-source Inc	2001 · Accounts Payable		2,160.00	X		70,058.04
09/09/2009			-split-	Deposit		X	11,699.38	81,757.42
09/09/2009	2850	Betrock Information ...	2001 · Accounts Payable		1,448.00	X		80,309.42
09/09/2009	2851	Woodfuel.com	2001 · Accounts Payable		4,335.00	X		75,974.42
09/09/2009	2853	Unifirst Corporation.	2001 · Accounts Payable		624.44	X		75,349.98
09/09/2009	2854	Port Consolidated.	2001 · Accounts Payable		3,205.51	X		72,144.47
09/10/2009			-split-	Deposit		X	18,937.58	91,082.05
09/10/2009			Operating Expense:Ba...	Service Charge	198.53	X		90,883.52
09/10/2009	2855	Edward Griffin	2001 · Accounts Payable		2,400.00	X		88,483.52
09/10/2009	2856	Equifax	2001 · Accounts Payable		199.52	X		88,284.00
09/11/2009			1049 · Fifth Third Ban...	Deposit		X	9,000.00	97,284.00
09/11/2009			-split-	Deposit		X	19,793.75	117,077.75
09/11/2009			-split-	Deposit		X	1,051.03	118,128.78
09/11/2009		Compupay	Operating Expense:Lab...	agency	185.71	X		117,943.07
09/11/2009		Compupay	Operating Expense:Lab...	billing	149.51	X		117,793.56
09/11/2009		Compupay	Operating Expense:Lab...	dir dep	22,251.14	X		95,542.42
09/11/2009		Compupay	Operating Expense:Lab...	paychecks	16,475.78	X		79,066.64

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/11/2009		Compupay	Operating Expense:Lab...	tax	10,124.86	X		68,941.78
09/11/2009	2849	Nina Plastics.	2001 · Accounts Payable		6,271.67	X		62,670.11
09/11/2009	2852	Nina Plastics.	2001 · Accounts Payable		6,578.15	X		56,091.96
09/11/2009	2857	Elite Aluminum Corp.	2001 · Accounts Payable		1,155.00	X		54,936.96
09/11/2009	2858	Voided Check	Operating Expense:Ad...			X		54,936.96
09/11/2009	2859	Land And Sea Petrol...	2001 · Accounts Payable		8,832.56	X		46,104.40
09/11/2009	2860	CITICAPITAL - Loa...	2001 · Accounts Payable		6,062.21	X		40,042.19
09/11/2009	2861	Amerigrow	1043 · Suntrust - Payro...		6,769.00	X		33,273.19
09/11/2009	2862	Atlantic Coast Envir...	2001 · Accounts Payable		3,235.00	X		30,038.19
09/11/2009	2863	Atlantic - FEC Fertil...	2001 · Accounts Payable		1,122.00	X		28,916.19
09/11/2009	2864	MBNA -Bank of Am...	MBNA		747.29	X		28,168.90
09/11/2009	2865	Wholesale Auto Radi...	2001 · Accounts Payable		250.00	X		27,918.90
09/11/2009	2866	W.R. Grace	2001 · Accounts Payable		1,650.00	X		26,268.90
09/11/2009	2867	White's Landscape S...	2001 · Accounts Payable		5,344.50	X		20,924.40
09/11/2009	2868	Treecycle Land Clear...	2001 · Accounts Payable		5,130.00	X		15,794.40
09/11/2009	2869	Irvine Wood Recovery.	2001 · Accounts Payable		3,750.00	X		12,044.40
09/12/2009		Fifth Third Bank	5915 · Interest Expense...		2,819.33	X		9,225.07
09/13/2009	2870	Colonial Life	2001 · Accounts Payable	BCN #E3363165	2,065.16	X		7,159.91
09/14/2009			-split-	Deposit		X	83,122.75	90,282.66
09/14/2009			-split-	Deposit		X	13.07	90,295.73
09/14/2009	NSF		Operating Expense:Oth...	Massey Landsc...	350.00	X		89,945.73
09/14/2009	2871	La Mousse Acadienne	2001 · Accounts Payable		27,940.00	X		62,005.73
09/14/2009	2872	Manuel Cordero	2001 · Accounts Payable		14,450.00	X		47,555.73
09/14/2009	2873	Earthwise Landscape...	2001 · Accounts Payable		728.75	X		46,826.98
09/15/2009			-split-	Deposit		X	18,143.89	64,970.87
09/15/2009			-split-	Deposit		X	201.28	65,172.15
09/15/2009	2874	Express Blower	2001 · Accounts Payable		3,650.04	X		61,522.11
09/15/2009	2875	Agri-source Inc	2001 · Accounts Payable		5,400.00	X		56,122.11
09/15/2009	2876	American Express - ...	2001 · Accounts Payable		10,253.91	X		45,868.20
09/15/2009	2877	AT & T	2001 · Accounts Payable		52.30	X		45,815.90
09/15/2009	2878	AT & T	2001 · Accounts Payable		63.83	X		45,752.07
09/15/2009	2879	At & T Advertising	2001 · Accounts Payable	Acct 801345693	171.59	X		45,580.48
09/15/2009	2880	Sprint.	2001 · Accounts Payable		50.19	X		45,530.29
09/15/2009	2881	Verizon Wireless 38...	2001 · Accounts Payable	Account 38020...	156.45	X		45,373.84
09/15/2009	2882	Verizon Wireless*48...	2001 · Accounts Payable	480206860-00...	140.06	X		45,233.78
09/15/2009	2883	Ford Motor Credit	-split-		434.57	X		44,799.21
09/15/2009	2884	Regions Equipment ...	Long Term Liabilities:...		2,760.51	X		42,038.70
09/15/2009	2885	M & S Fin.	Operating Expense:Oth...		5,175.00	X		36,863.70
09/16/2009			-split-	Deposit		X	25,125.23	61,988.93
09/16/2009			-split-	Deposit		X	444.93	62,433.86

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09/16/2009	2886	Unifirst Corporation.	2001 - Accounts Payable		698.39	X		61,735.47
09/16/2009	2887	Hoodridge TM	2001 - Accounts Payable		3,082.50	X		58,652.97
09/16/2009	2888	Komatsu Financial	2001 - Accounts Payable		2,374.67	X		56,278.30
09/16/2009	2889	Huntington Bank - 2...	Long Term Liabilities:...		2,102.58	X		54,175.72
09/16/2009	2890	Santom Transport, Inc	2001 - Accounts Payable		907.00	X		53,268.72
09/17/2009			-split-	Deposit		X	24,303.68	77,572.40
09/17/2009			-split-	Deposit		X	742.52	78,314.92
09/17/2009		Compupay	Operating Expense:Lab...	PAYCHECKS	16,577.95	X		61,736.97
09/17/2009		Compupay	Operating Expense:Lab...	DIR DEP	20,659.86	X		41,077.11
09/17/2009		Compupay	Operating Expense:Lab...	TAX	10,189.93	X		30,887.18
09/17/2009		Compupay	Operating Expense:Lab...	AGENCY	132.41	X		30,754.77
09/17/2009		Compupay	Operating Expense:Lab...	BILLING	153.63	X		30,601.14
09/17/2009	2891	Chevron and Texaco ...	2001 - Accounts Payable		102.74	X		30,498.40
09/17/2009	2892	Flagler Construction	2001 - Accounts Payable		222.79	X		30,275.61
09/17/2009	2893	Woodfuel.com	2001 - Accounts Payable		3,425.00	X		26,850.61
09/17/2009	2894	Turner Trucking	Long Term Liabilities:...		2,500.00	X		24,350.61
09/17/2009	2895	Turner Trucking	Long Term Liabilities:...		1,666.67	X		22,683.94
09/17/2009	2896	Advanced Pallets-Inv...	2001 - Accounts Payable		5,320.00	X		17,363.94
09/18/2009			-split-	Deposit		X	37,665.70	55,029.64
09/18/2009			-split-	Deposit		X	1,143.74	56,173.38
09/18/2009	2897	AECOM USA Inc.	2001 - Accounts Payable		2,109.38	X		54,064.00
09/18/2009	2898	Andrew M. Schwartz...	2001 - Accounts Payable		3,274.17	X		50,789.83
09/18/2009	2899	Blaxberg Grayson K...	2001 - Accounts Payable		500.00	X		50,289.83
09/18/2009	2900	Blaxberg Grayson K...	2001 - Accounts Payable		5,796.99	X		44,492.84
09/18/2009	2901	Lexow, Johnson, Kof...	2001 - Accounts Payable		3,668.00	X		40,824.84
09/18/2009	2902	WMS Consulting	2001 - Accounts Payable		1,258.00	X		39,566.84
09/18/2009	2903	Superior Mulch	2001 - Accounts Payable		3,410.88	X		36,155.96
09/18/2009	2904	AmeriGas	2001 - Accounts Payable		688.06	X		35,467.90
09/21/2009			-split-	Deposit		X	35,290.26	70,758.16
09/21/2009			-split-	Deposit		X	382.14	71,140.30
09/21/2009			-split-	Deposit		X	11,364.82	82,505.12
09/21/2009	2905	Euler Hermes ACI	2001 - Accounts Payable	Policy #4164544	1,988.62	X		80,516.50
09/21/2009	2906	Aromatic Refreshme...	2001 - Accounts Payable		1,248.02	X		79,268.48
09/21/2009	2907	Superior Wash.	2001 - Accounts Payable		2,362.50	X		76,905.98
09/21/2009	2908	BEIC.	Operating Expense:Lab...		8,314.67	X		68,591.31
09/21/2009	2909	First Insurance Fundi...	Operating Expense:Ins...		22,263.38	X		46,327.93
09/22/2009			1049 - Fifth Third Ban...	Deposit		X	15,000.00	61,327.93
09/22/2009			-split-	Deposit		X	54,983.36	116,311.29
09/22/2009			-split-	Deposit		X	186.72	116,498.01
09/22/2009	2910	Land And Sea Petrol...	2001 - Accounts Payable		8,944.21	X		107,553.80

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09/22/2009	2911	BEC Auto Repair su...	2001 - Accounts Payable		1,097.49	X		106,456.31
09/22/2009	2912	VMG Truck & Traile...	2001 - Accounts Payable		4,225.00	X		102,231.31
09/22/2009	2913	Agri-source Inc	2001 - Accounts Payable		6,480.00	X		95,751.31
09/22/2009	2914	Cormier, Michael	2001 - Accounts Payable		750.00	X		95,001.31
09/22/2009	2915	AmeriGas	2001 - Accounts Payable		1,589.61	X		93,411.70
09/23/2009			-split-	Deposit		X	22,134.92	115,546.62
09/23/2009			-split-	Deposit		X	959.16	116,505.78
09/23/2009	2916	PC Lan Techs	2001 - Accounts Payable		3,267.25	X		113,238.53
09/23/2009	2917	Konica Minolta #662...	2001 - Accounts Payable	662041/662041	231.50	X		113,007.03
09/23/2009	2918	Konica Minolta Busi...	Operating Expense:Ma...		179.99	X		112,827.04
09/23/2009	2919	Flagler Construction	2001 - Accounts Payable		646.22	X		112,180.82
09/23/2009	2920	Unifirst Corporation.	2001 - Accounts Payable		607.54	X		111,573.28
09/23/2009	2921	Woodfuel com	2001 - Accounts Payable		5,675.00	X		105,898.28
09/23/2009	2922	Contech Constructio...	2001 - Accounts Payable	VOID:		X		105,898.28
09/23/2009	2923	Amerimulch Dispersi...	2001 - Accounts Payable		29,747.50	X		76,150.78
09/23/2009	2924	BWI-Homestead	2001 - Accounts Payable		2,246.19	X		73,904.59
09/23/2009	2925	Conrad Yelvington D...	2001 - Accounts Payable		2,053.37	X		71,851.22
09/23/2009	2926	Manuel Cordero	2001 - Accounts Payable		14,700.00	X		57,151.22
09/23/2009	2927	Tropical Soil LLC	2001 - Accounts Payable		6,384.00	X		50,767.22
09/23/2009	2928	W.R. Grace	2001 - Accounts Payable		1,155.00	X		49,612.22
09/23/2009	2929	White's Landscape S...	2001 - Accounts Payable		6,203.50	X		43,408.72
09/23/2009	2930	AT & T	2001 - Accounts Payable		576.04	X		42,832.68
09/23/2009	2931	Sprint.	2001 - Accounts Payable		3,637.10	X		39,195.58
09/23/2009	2932	Contech Constructio...	2001 - Accounts Payable		1,520.82	X		37,674.76
09/23/2009	2933	Palm Beach Hose & ...	2001 - Accounts Payable		3,987.38	X		33,687.38
09/24/2009			-split-	Deposit		X	19,644.93	53,332.31
09/24/2009			-split-	Deposit		X	1,129.17	54,461.48
09/24/2009		Compupay	Operating Expense:Lab...	paychecks	18,104.61	X		36,356.87
09/24/2009		Compupay	Operating Expense:Lab...	dir dep	23,585.56	X		12,771.31
09/24/2009		Compupay	Operating Expense:Lab...	tax	11,337.25	X		1,434.06
09/24/2009		Compupay	Operating Expense:Lab...	agency	132.41	X		1,301.65
09/24/2009		Compupay	Operating Expense:Lab...	billing	153.05	X		1,148.60
09/24/2009	NSF		Operating Expense:Oth...	Norgen Landsc...	300.00	X		848.60
09/24/2009	2934	Floragem Investment...	Operating Expense:Oth...	VOID:		X		848.60
09/24/2009	2935	Perry & Taylor, P.A.	2001 - Accounts Payable	Payment On A...	10,566.19	X		-9,717.59
09/24/2009	2936	Go Green Product an...	2001 - Accounts Payable		3,407.26	X		-13,124.85
09/25/2009			-split-	Deposit		X	29,205.99	16,081.14
09/25/2009			-split-	Deposit		X	788.83	16,869.97
09/25/2009	2937	Lisa M. Ruth	2001 - Accounts Payable		215.50	X		16,654.47
09/25/2009	2938	Treecycle Land Clear...	2001 - Accounts Payable		1,125.00	X		15,529.47

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09/25/2009	2939	Toilet Taxi Corp.	2001 - Accounts Payable		696.00	X		14,833.47
09/28/2009			-split-	Deposit		X	39,327.77	54,161.24
09/28/2009			-split-	Deposit		X	197.92	54,359.16
09/28/2009	NSF		Operating Expense:Oth...	Cut Above the ...	156.00	X		54,203.16
09/28/2009	2940	Land And Sea Petrol...	2001 - Accounts Payable		16,340.55	X		37,862.61
09/28/2009	2941	Advanced Pallets-Inv...	2001 - Accounts Payable		2,660.00	X		35,202.61
09/28/2009	2942	Adventures in Advert...	2001 - Accounts Payable		236.00	X		34,966.61
09/28/2009	2943	AT & T	2001 - Accounts Payable		31.03	X		34,935.58
09/28/2009	2944	FNGLA	2001 - Accounts Payable	VOID: Exhibit...		X		34,935.58
09/28/2009	2945	Peanuts Country Store.	2001 - Accounts Payable		1,017.66	X		33,917.92
09/28/2009	2946	Selective Investigatio...	2001 - Accounts Payable		275.00	X		33,642.92
09/28/2009	2947	Siftex Equipment Co...	2001 - Accounts Payable		82.79	X		33,560.13
09/28/2009	2948	South Florida Contra...	2001 - Accounts Payable		306.15	X		33,253.98
09/28/2009	2949	United Parcel Service.	2001 - Accounts Payable		34.09	X		33,219.89
09/28/2009	2950	Windmill Sprinkler ...	2001 - Accounts Payable		446.19	X		32,773.70
09/28/2009	2951	Y. G. Yovany Gonza...	2001 - Accounts Payable		750.00	X		32,023.70
09/29/2009			-split-	Deposit		X	23,169.96	55,193.66
09/29/2009			-split-	Deposit		X	210.01	55,403.67
09/29/2009	2952	Atlantic - FEC Fertili...	2001 - Accounts Payable		1,150.06	X		54,253.61
09/29/2009	2953	Euler Hermes ACI	2001 - Accounts Payable		2,100.94	X		52,152.67
09/29/2009	2954	LLS Enterprises of S...	2001 - Accounts Payable		1,000.00	X		51,152.67
09/30/2009			-split-	Deposit		X	22,555.07	73,707.74
09/30/2009			-split-	Deposit		X	56.60	73,764.34
09/30/2009			1499 - Undeposited Fu...	Deposit		X	3,500.00	77,264.34
09/30/2009	2955	Unifirst Corporation.	2001 - Accounts Payable		720.25	X		76,544.09
09/30/2009	2956	Woodfuel com	2001 - Accounts Payable		5,563.96	X		70,980.13
09/30/2009	2957	Wachovia Bank NA	Long Term Liabilities:...		1,000.00	X		69,980.13
09/30/2009	2958	Agri-source Inc	2001 - Accounts Payable		6,100.00	X		63,880.13
10/01/2009			-split-	Deposit		X	21,184.84	85,064.97
10/01/2009			-split-	Deposit		X	507.35	85,572.32
10/01/2009		Compupay	Operating Expense:Lab...	agency	132.41	X		85,439.91
10/01/2009		Compupay	Operating Expense:Lab...	billing	154.26	X		85,285.65
10/01/2009		Compupay	Operating Expense:Lab...	dir dep	23,110.84	X		62,174.81
10/01/2009		Compupay	Operating Expense:Lab...	paychecks	22,995.11	X		39,179.70
10/01/2009		Compupay	Operating Expense:Lab...	tax	12,886.54	X		26,293.16
10/02/2009			1049 - Fifth Third Ban...	Deposit		X	40,000.00	66,293.16
10/02/2009			-split-	Deposit		X	12,455.46	78,748.62
10/02/2009			-split-	Deposit		X	1,445.61	80,194.23
10/02/2009	2959	Aetna, Inc.	2001 - Accounts Payable		13,742.00	X		66,452.23
10/02/2009	2960	Land And Sea Petrol...	2001 - Accounts Payable		13,744.59	X		52,707.64

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Register: 1048 · Fifth Third Bank - Operating

From 08/01/2009 through 11/01/2009

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/02/2009	2961	Perry & Taylor, P.A.	2001 · Accounts Payable	Payment on Ac...	5,000.00	X		47,707.64
10/02/2009	2962	James Schry	Operating Expense:Re...		1,400.00	X		46,307.64
10/02/2009	2963	Home Depot.	2001 · Accounts Payable		250.41	X		46,057.23
10/02/2009	2964	Atlantic Coast Envir...	2001 · Accounts Payable		6,570.00	X		39,487.23
10/05/2009			-split-	Deposit		X	29,210.53	68,697.76
10/05/2009			-split-	Deposit		X	1,461.63	70,159.39
10/05/2009	NSF		Operating Expense:Oth...	United Nursery...	7,200.00	X		62,959.39
10/05/2009	2965	Kubota Credit Corpo...	Long Term Liabilities:...		353.33	X		62,606.06
10/05/2009	2966	Vidal A. Anselmo	1250 · Misc Other Rec...		321.60	X		62,284.46
10/06/2009			-split-	Deposit		X	13,615.59	75,900.05
10/06/2009			-split-	Deposit		X	769.43	76,669.48
10/06/2009	2967	La Mousse Acadienne	2001 · Accounts Payable		22,352.00	X		54,317.48
10/06/2009	2968	Port Consolidated.	2001 · Accounts Payable		4,316.33	X		50,001.15
10/07/2009			-split-	Deposit		X	27,559.93	77,561.08
10/07/2009			-split-	Deposit		X	244.23	77,805.31
10/07/2009	2969	Flagler Construction	2001 · Accounts Payable		427.91	X		77,377.40
10/07/2009	2970	Unifirst Corporation.	2001 · Accounts Payable		613.24	X		76,764.16
10/07/2009	2971	FPL	2001 · Accounts Payable		4,845.86	X		71,918.30
10/07/2009	2972	Total Compliance Ne...	2001 · Accounts Payable	Annual Renew...	2.00	X		71,916.30
10/07/2009	2973	MBNA -Bank of Am...	MBNA		107.38	X		71,808.92
10/07/2009	2974	Atlantic - FEC Fertili...	2001 · Accounts Payable		1,122.00	X		70,686.92
10/07/2009	2975	Nina Plastics.	2001 · Accounts Payable		13,491.60	X		57,195.32
10/08/2009			-split-	Deposit		X	17,372.64	74,567.96
10/08/2009			-split-	Deposit		X	265.00	74,832.96
10/08/2009			-split-	Deposit		X	12,355.12	87,188.08
10/08/2009		Compupay	Operating Expense:Lab...	paychecks	26,046.29	X		61,141.79
10/08/2009		Compupay	Operating Expense:Lab...	dir dep	23,547.77	X		37,594.02
10/08/2009		Compupay	Operating Expense:Lab...	tax	14,375.48	X		23,218.54
10/08/2009		Compupay	Operating Expense:Lab...	agency	132.41	X		23,086.13
10/08/2009		Compupay	Operating Expense:Lab...	billing	154.59	X		22,931.54
10/08/2009	2976	RecycleTech	2001 · Accounts Payable		600.00	X		22,331.54
10/08/2009	2977	U.S. Concrete Produ...	2001 · Accounts Payable		70.00	X		22,261.54
10/08/2009	2978	Agri-source Inc	2001 · Accounts Payable		5,400.00	X		16,861.54
10/08/2009	2979	Equifax	2001 · Accounts Payable		167.44	X		16,694.10
10/09/2009			-split-	Deposit		X	20,758.59	37,452.69
10/09/2009			-split-	Deposit		X	65.78	37,518.47
10/09/2009			1049 · Fifth Third Ban...	Deposit		X	25,502.57	63,021.04
10/09/2009	2980	Tropical Soil LLC	2001 · Accounts Payable		3,192.00	X		59,829.04
10/09/2009	2981	Santom Transport, Inc	2001 · Accounts Payable		907.00	X		58,922.04
10/09/2009	2982	Stina Brothers Inc.	1110 · A/R Customers	VOID:		X		58,922.04

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Register: 1048 - Fifth Third Bank - Operating

From 08/01/2009 through 11/01/2009

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/09/2009	2983	OPIS	2001 - Accounts Payable	Acct 138142	118.50	X		58,803.54
10/09/2009	2984	Land And Sea Petrol...	2001 - Accounts Payable		11,543.06	X		47,260.48
10/09/2009	2985	Woodfuel com	2001 - Accounts Payable		6,036.90	X		41,223.58
10/09/2009	2986	Land And Sea Petrol...	2001 - Accounts Payable		3,618.28	X		37,605.30
10/09/2009	2987	Go Green Product an...	2001 - Accounts Payable		4,726.96	X		32,878.34
10/10/2009			Operating Expense:Ba...	Service Charge	199.15	X		32,679.19
10/12/2009	2988	Thermo King	2001 - Accounts Payable		236.65	X		32,442.54
10/12/2009	2989	American Express - ...	2001 - Accounts Payable		15,000.00	X		17,442.54
10/13/2009			1049 - Fifth Third Ban...	Deposit		X	5,430.50	22,873.04
10/13/2009		Fifth Third Bank	5915 - Interest Expense...		2,702.82	X		20,170.22
10/13/2009	2990	Finn Corp	2001 - Accounts Payable		201.25	X		19,968.97
10/13/2009	2991	Kelly Tractor	2001 - Accounts Payable		978.67	X		18,990.30
10/13/2009	2992	M & S Fin.	Operating Expense:Oth...		5,175.00	X		13,815.30
10/13/2009	2993	BWI-Homestead	2001 - Accounts Payable		2,847.36	X		10,967.94
10/13/2009	2994	Cardinal Detecto	2001 - Accounts Payable		460.00	X		10,507.94
10/13/2009	2995	Carquest.	2001 - Accounts Payable		66.42	X		10,441.52
10/13/2009	2996	FNGLA- Dade Chapter	2001 - Accounts Payable	Dade Foligae g...	100.00	X		10,341.52
10/13/2009	2997	John A. Grant, Jr., Inc.	2001 - Accounts Payable		892.50	X		9,449.02
10/13/2009	2998	Nursery Report	2001 - Accounts Payable		970.00	X		8,479.02
10/13/2009	2999	Onvia	2001 - Accounts Payable		1,095.00	X		7,384.02
10/13/2009	3000	W.R. Grace	2001 - Accounts Payable		3,465.00	X		3,919.02
10/14/2009	3001	Best Electric Connec...	2001 - Accounts Payable		1,563.78	X		2,355.24
10/14/2009	3002	AT & T	2001 - Accounts Payable	997291228	120.17	X		2,235.07
10/14/2009	3003	Construction Hydrau...	2001 - Accounts Payable		354.86	X		1,880.21
10/14/2009	3004	Harrell's Fertilizer	2001 - Accounts Payable		1,041.00	X		839.21
10/14/2009	3005	Parkland Printing & ...	2001 - Accounts Payable		81.20	X		758.01
10/14/2009	3006	Pure Beverage Syste...	2001 - Accounts Payable		71.30	X		686.71
10/15/2009	3007	Chevron and Texaco ...	2001 - Accounts Payable		169.02	X		517.69
10/15/2009	3008	AT & T	2001 - Accounts Payable		235.37	X		282.32
10/15/2009	3009	Pitney Bowes Corpor...	2001 - Accounts Payable		42.55	X		239.77

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Register: 1049 - Fifth Third Bank - Merchant

From 08/01/2009 through 11/01/2009

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/01/2009			1499 - Undeposited Fu...	Deposit		X	40.47	4,082.52
08/03/2009			-split-	Deposit		X	3,589.23	7,671.75
08/03/2009			Operating Expense:Oth...		336.22	X		7,335.53
08/04/2009			1499 - Undeposited Fu...	Deposit		X	95.32	7,430.85
08/05/2009			-split-	Deposit		X	4,099.00	11,529.85
08/07/2009			-split-	Deposit		X	2,772.18	14,302.03
08/07/2009			-split-	Deposit		X	2,857.80	17,159.83
08/08/2009			-split-	Deposit		X	311.28	17,471.11
08/10/2009	EH727		1250 - Misc Other Rec...	Jupiter custome...		X	134.04	17,605.15
08/11/2009			-split-	Deposit		X	266.12	17,871.27
08/11/2009			-split-	Deposit		X	719.78	18,591.05
08/12/2009			-split-	Deposit		X	30.00	18,621.05
08/13/2009			-split-	Deposit		X	12,518.26	31,139.31
08/14/2009			-split-	Deposit		X	669.76	31,809.07
08/14/2009			1048 - Fifth Third Ban...	transfer	15,000.00	X		16,809.07
08/17/2009			-split-	Deposit		X	172.45	16,981.52
08/17/2009			-split-	Deposit		X	1,161.27	18,142.79
08/18/2009			-split-	Deposit		X	280.90	18,423.69
08/18/2009		Florida Department o...	2031 - Sales Tax Payable		11,386.75	X		7,036.94
08/19/2009			-split-	Deposit		X	3,100.01	10,136.95
08/20/2009			-split-	Deposit		X	159.34	10,296.29
08/21/2009			-split-	Deposit		X	191.00	10,487.29
08/24/2009			1499 - Undeposited Fu...	Deposit		X	18.00	10,505.29
08/24/2009			-split-	Deposit		X	6,986.20	17,491.49
08/25/2009			-split-	Deposit		X	2,093.01	19,584.50
08/26/2009			-split-	Deposit		X	1,206.81	20,791.31
08/27/2009			-split-	Deposit		X	7,641.52	28,432.83
08/28/2009			1048 - Fifth Third Ban...		20,000.00	X		8,432.83
08/28/2009			-split-	Deposit		X	176.33	8,609.16
08/29/2009			-split-	Deposit		X	252.41	8,861.57
08/31/2009			-split-	Deposit		X	7,319.24	16,180.81
08/31/2009			Operating Expense:Oth...		119.17	X		16,061.64
08/31/2009			Operating Expense:Ba...	Service Charge	31.70	X		16,029.94
08/31/2009			Operating Expense:Oth...	monthly charge	1,121.07	X		14,908.87
09/01/2009			-split-	Deposit		X	1,546.00	16,454.87
09/02/2009			-split-	Deposit		X	2,888.19	19,343.06
09/03/2009			-split-	Deposit		X	3,001.11	22,344.17
09/04/2009			1048 - Fifth Third Ban...	transfer	15,000.00	X		7,344.17
09/04/2009			-split-	Deposit		X	1,380.95	8,725.12
09/09/2009			-split-	Deposit		X	447.62	9,172.74

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Register: 1049 Fifth Third Bank - Merchant

From 08/01/2009 through 11/01/2009

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/10/2009			-split-	Deposit		X	2,210.18	11,382.92
09/11/2009			1048 Fifth Third Ban...	transfer	9,000.00	X		2,382.92
09/11/2009			-split-	Deposit		X	12,636.90	15,019.82
09/14/2009			-split-	Deposit		X	274.54	15,294.36
09/15/2009			-split-	Deposit		X	366.11	15,660.47
09/16/2009			-split-	Deposit		X	8,155.67	23,816.14
09/16/2009	EH753		1250 Misc Other Rec...	Vila N Son pay...		X	718.89	24,535.03
09/18/2009			-split-	Deposit		X	8,870.94	33,405.97
09/18/2009		Florida Department o...	2031 Sales Tax Payable		12,864.69	X		20,541.28
09/19/2009			-split-	Deposit		X	104.94	20,646.22
09/21/2009			-split-	Deposit		X	1,273.50	21,919.72
09/22/2009			1048 Fifth Third Ban...	transfer	15,000.00	X		6,919.72
09/22/2009			-split-	Deposit		X	447.68	7,367.40
09/23/2009			-split-	Deposit		X	898.89	8,266.29
09/24/2009			-split-	Deposit		X	252.80	8,519.09
09/25/2009			-split-	Deposit		X	86.68	8,605.77
09/26/2009			1499 Undeposited Fu...	Deposit		X	191.70	8,797.47
09/28/2009			-split-	Deposit		X	3,745.28	12,542.75
09/29/2009			-split-	Deposit		X	25,422.30	37,965.05
09/29/2009	EH764		1250 Misc Other Rec...			X	1,277.79	39,242.84
09/30/2009			-split-	Deposit		X	11,115.96	50,358.80
09/30/2009			Operating Expense:Ba...	Service Charge	31.45	X		50,327.35
10/01/2009			-split-	Deposit		X	391.07	50,718.42
10/01/2009			Operating Expense:Oth...	September	2,078.57	X		48,639.85
10/02/2009			1048 Fifth Third Ban...	transfer	40,000.00	X		8,639.85
10/02/2009			-split-	Deposit		X	11,161.31	19,801.16
10/03/2009			-split-	Deposit		X	699.31	20,500.47
10/05/2009			-split-	Deposit		X	139.98	20,640.45
10/07/2009			-split-	Deposit		X	4,884.49	25,524.94
10/08/2009			-split-	Deposit		X	2,697.48	28,222.42
10/09/2009			-split-	Deposit		X	311.42	28,533.84
10/09/2009			1048 Fifth Third Ban...	TRANSFER	25,502.57	X		3,031.27
10/10/2009			1499 Undeposited Fu...	Deposit		X	12.00	3,043.27
10/12/2009			-split-	Deposit		X	2,440.12	5,483.39
10/13/2009			1048 Fifth Third Ban...	transfer	5,430.50	X		52.89

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Register: 1043 - Suntrust - Payroll Account

From 08/01/2009 through 11/01/2009

Sorted by: Date, Type, Number/Ref

<u>Date</u>	<u>Number</u>	<u>Payee</u>	<u>Account</u>	<u>Memo</u>	<u>Payment</u>	<u>C</u>	<u>Deposit</u>	<u>Balance</u>
08/11/2009	1006	Amerigrow	1042 - Suntrust - Opera...			X	6,000.00	6,027.22
08/17/2009		Alter Moneta Corpor...	5915 - Interest Expense...		1,915.08	X		4,112.14
08/17/2009		Alter Moneta Corpor...	5915 - Interest Expense...		3,860.65	X		251.49
08/31/2009			Operating Expense:Ba...	Service Charge	17.99	X		233.50
09/11/2009	2861	Amerigrow	1048 - Fifth Third Ban...			X	6,769.00	7,002.50
09/15/2009		Alter Moneta Corpor...	5915 - Interest Expense...		3,860.65	X		3,141.85
09/15/2009		Alter Moneta Corpor...	5915 - Interest Expense...		1,915.08	X		1,226.77
09/15/2009		Alter Moneta Corpor...	5915 - Interest Expense...		983.71	X		243.06
09/30/2009			Operating Expense:Ba...	Service Charge	19.23	X		223.83
10/13/2009			1042 - Suntrust - Opera...	To close Suntr...	223.83	X		0.00

Amerigrow Recycling

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Register: 1044 - Suntrust - Merchant Account

From 08/01/2009 through 11/01/2009

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/31/2009			Operating Expense:Re...	Service Charge	17.99	X		27.93
09/30/2009			Operating Expense:Re...	Service Charge	17.99	X		9.94
10/08/2009	1251	Voided Check	Operating Expense:Off...	this is for openi...		X		9.94
10/12/2009			-split-	Deposit		X	34,713.75	34,723.69
10/12/2009			-split-	Deposit		X	754.41	35,478.10
10/13/2009			-split-	Deposit		X	6,886.82	42,364.92
10/13/2009			-split-	Deposit		X	43,119.25	85,484.17
10/13/2009			-split-	Deposit		X	362.33	85,846.50
10/15/2009			1499 - Undeposited Fu...	Deposit		X	2,316.00	88,162.50
10/15/2009			-split-	Deposit		X	2,040.38	90,202.88
10/15/2009		Compupay	Operating Expense:Lab...	agency	132.41	X		90,070.47
10/15/2009		Compupay	Operating Expense:Lab...	billing	154.84	X		89,915.63
10/15/2009		Compupay	Operating Expense:Lab...	dir dep	22,338.34	X		67,577.29
10/15/2009		Compupay	Operating Expense:Lab...	paychecks	25,653.08	X		41,924.21
10/15/2009		Compupay	Operating Expense:Lab...	tax	13,041.00	X		28,883.21
10/15/2009			Operating Expense:Ba...	analysis fee	24.99	X		28,858.22
10/16/2009			-split-	Deposit		X	10,949.11	39,807.33
10/17/2009			-split-	Deposit		X	378.77	40,186.10
10/19/2009			-split-	Deposit		X	10,876.98	51,063.08
10/19/2009		Florida Department o...	2031 - Sales Tax Payable		18,453.54	X		32,609.54
10/20/2009			-split-	Deposit		X	4,568.89	37,178.43
10/21/2009			-split-	Deposit		X	3,021.93	40,200.36
10/21/2009	1128	Amerigrow	1042 - Suntrust - Opera...			X	35,000.00	75,200.36
10/22/2009			-split-	Deposit		X	1,047.29	76,247.65
10/22/2009		Compupay	Operating Expense:Lab...	agency	132.41	X		76,115.24
10/22/2009		Compupay	Operating Expense:Lab...	billing	156.13	X		75,959.11
10/22/2009		Compupay	Operating Expense:Lab...	dir dep	23,302.40	X		52,656.71
10/22/2009		Compupay	Operating Expense:Lab...	paycheck	29,978.45	X		22,678.26
10/22/2009		Compupay	Operating Expense:Lab...	tax	14,557.40	X		8,120.86
10/23/2009			-split-	Deposit		X	6,358.64	14,479.50
10/24/2009			-split-	Deposit		X	382.78	14,862.28
10/26/2009			-split-	Deposit		X	894.12	15,756.40
10/27/2009			-split-	Deposit		X	26,871.43	42,627.83
10/27/2009			-split-	Deposit		X	30,547.98	73,175.81
10/28/2009			-split-	Deposit		X	12,996.33	86,172.14
10/28/2009			-split-	Deposit		X	40,710.28	126,882.42
10/28/2009			-split-	Deposit		X	462.87	127,345.29
10/28/2009			-split-	Deposit		X	591.94	127,937.23
10/28/2009			-split-	Deposit		X	527.08	128,464.31
10/29/2009			-split-	Deposit		X	665.33	129,129.64

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Register: 1044 · Suntrust - Merchant Account

From 08/01/2009 through 11/01/2009

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/29/2009			-split-	Deposit		X	10,092.55	139,222.19
10/29/2009		Compupay	Operating Expense:Lab...	paychecks	30,119.39	X		109,102.80
10/29/2009		Compupay	Operating Expense:Lab...	dir dep	23,327.77	X		85,775.03
10/29/2009		Compupay	Operating Expense:Lab...	tax	14,632.34	X		71,142.69
10/29/2009		Compupay	Operating Expense:Lab...	agency	132.41	X		71,010.28
10/29/2009		Compupay	Operating Expense:Lab...	billing	158.96	X		70,851.32
10/29/2009	1253	Bobbie Fernandez	1250 · Misc Other Rec...		433.58			70,417.74
10/30/2009			-split-	Deposit			385.17	70,802.91
10/30/2009			-split-	Deposit			1,000.00	71,802.91
10/31/2009			Operating Expense:Ba...	Service Charge	18.00	X		71,784.91
11/01/2009			Operating Expense:Oth...	for October	3,810.74			67,974.17

Amerigrow Recycling

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Register: 1042 - Suntrust - Operating Account

From 08/01/2009 through 11/01/2009

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
08/03/2009			1499 · Undeposited Fu...	Deposit		X	28,243.60	179,976.11
08/11/2009	1006	Amerigrow	1043 · Suntrust - Payro...		6,000.00	X		173,976.11
08/17/2009			1499 · Undeposited Fu...	Deposit		X	28,282.10	202,258.21
09/02/2009	1007	La Mousse Acadienne	2001 · Accounts Payable		32,258.00	X		170,000.21
09/09/2009	1008	Wells Fargo_1	-split-		26,799.37	X		143,200.84
09/14/2009			-split-	Deposit		X	6,745.61	149,946.45
10/05/2009			1499 · Undeposited Fu...	Deposit		X	9,486.40	159,432.85
10/08/2009			-split-	Deposit		X	23,548.57	182,981.42
10/08/2009			1499 · Undeposited Fu...	Deposit		X	13,860.00	196,841.42
10/08/2009		bank service charge	Operating Expense:Ba...	debit for deposi...	6.00	X		196,835.42
10/09/2009			1499 · Undeposited Fu...	Deposit		X	17,398.15	214,233.57
10/09/2009	1009	A & L Great Lake La...	2001 · Accounts Payable		290.00	X		213,943.57
10/09/2009	1010	A & L Southern Agri...	2001 · Accounts Payable		175.30	X		213,768.27
10/09/2009	1011	Advanced Pallets-Inv...	2001 · Accounts Payable		3,660.00	X		210,108.27
10/09/2009	1012	Air Pro Mechanical Inc	2001 · Accounts Payable		778.00	X		209,330.27
10/09/2009	1013	Aromatic Refreshme...	2001 · Accounts Payable		972.14	X		208,358.13
10/09/2009	1014	AT & T	2001 · Accounts Payable		0.07	X		208,358.06
10/09/2009	1015	Atlantic Coast Envir...	2001 · Accounts Payable		2,385.00	X		205,973.06
10/09/2009	1016	BWI-Homestead	2001 · Accounts Payable		932.26	X		205,040.80
10/09/2009	1017	Conrad Yelvington D...	2001 · Accounts Payable		588.96	X		204,451.84
10/09/2009	1018	Construction Hydrau...	2001 · Accounts Payable		345.99	X		204,105.85
10/09/2009	1019	Elite Aluminum Corp.	2001 · Accounts Payable		2,735.00	X		201,370.85
10/09/2009	1020	Federal Background ...	2001 · Accounts Payable		169.00	X		201,201.85
10/09/2009	1021	Irvine Wood Recovery.	2001 · Accounts Payable		3,750.00	X		197,451.85
10/09/2009	1022	J & J Auto Electric C...	2001 · Accounts Payable		572.97	X		196,878.88
10/09/2009	1023	John A. Grant, Jr., Inc.	2001 · Accounts Payable.		1,410.00	X		195,468.88
10/09/2009	1024	L & L Distributors.	2001 · Accounts Payable		465.28	X		195,003.60
10/09/2009	1025	La Mousse Acadienne	2001 · Accounts Payable	VOID:		X		195,003.60
10/09/2009	1026	Manuel Cordero	2001 · Accounts Payable	VOID:		X		195,003.60
10/09/2009	1027	Network Design & C...	2001 · Accounts Payable		2,308.15	X		192,695.45
10/09/2009	1028	Nova Packaging LLC	2001 · Accounts Payable		466.67	X		192,228.78
10/09/2009	1029	PC Lan Techs	2001 · Accounts Payable		1,585.62	X		190,643.16
10/09/2009	1030	Peanuts Country Store.	2001 · Accounts Payable		422.30	X		190,220.86
10/09/2009	1031	R. Husey Enterprises...	2001 · Accounts Payable		125.00	X		190,095.86
10/09/2009	1032	South Florida Contra...	2001 · Accounts Payable		229.95	X		189,865.91
10/09/2009	1033	Southern Building Pr...	2001 · Accounts Payable		2,370.00	X		187,495.91
10/09/2009	1034	Sprint.	2001 · Accounts Payable		50.09	X		187,445.82
10/09/2009	1035	United Parcel Service.	2001 · Accounts Payable		11.52	X		187,434.30
10/09/2009	1036	Verizon Wireless 38...	2001 · Accounts Payable	Account 38020...	156.45	X		187,277.85
10/09/2009	1037	Verizon Wireless*48...	2001 · Accounts Payable	480206860-00...	143.42	X		187,134.43

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/09/2009	1038	VMG Truck & Traile...	2001 - Accounts Payable		2,600.00	X		184,534.43
10/09/2009	1039	W.R. Grace	2001 - Accounts Payable		1,815.00	X		182,719.43
10/09/2009	1040	Windmill Sprinkler ...	2001 - Accounts Payable		832.08	X		181,887.35
10/09/2009	1041	Y. G. Yovany Gonza...	2001 - Accounts Payable		545.00	X		181,342.35
10/09/2009	1042	AT & T	2001 - Accounts Payable		79.28	X		181,263.07
10/09/2009	1043	AT & T	2001 - Accounts Payable		86.04	X		181,177.03
10/09/2009	1044	Network Design & C...	2001 - Accounts Payable		696.52	X		180,480.51
10/09/2009	1045	Manuel Cordero	2001 - Accounts Payable		24,785.00	X		155,695.51
10/09/2009	1046	La Mousse Acadienne	2001 - Accounts Payable		11,176.00	X		144,519.51
10/12/2009	1047	Allison R. Day, Esq	Operating Expense:Pro...	VOID:		X		144,519.51
10/12/2009	1048	AECOM USA Inc.	2001 - Accounts Payable		3,665.25	X		140,854.26
10/12/2009	1049	LLS Enterprises of S...	2001 - Accounts Payable		950.00	X		139,904.26
10/12/2009	99995	Genovese, Joblove, ...	Operating Expense:Pro...	wire transfer	50,000.00	X		89,904.26
10/13/2009			1043 - Suntrust - Payro...	Deposit		X	223.83	90,128.09
10/13/2009	99995	bank service charge	Operating Expense:Ba...	Wire transfer 9...	50.00	X		90,078.09
10/14/2009			-split-	Deposit		X	33,760.77	123,838.86
10/14/2009			-split-	Deposit		X	383.27	124,222.13
10/14/2009	15871	Amerigrow	1046 - National City - #1			X	427.57	124,649.70
10/14/2009	1050	Unifirst Corporation.	2001 - Accounts Payable		694.12	X		123,955.58
10/14/2009	1051	Top Cut Lawn Service.	2001 - Accounts Payable		240.00	X		123,715.58
10/14/2009	1052	Hoodridge TM	2001 - Accounts Payable		3,994.00	X		119,721.58
10/14/2009	1053	Woodfuel com	2001 - Accounts Payable		5,588.08	X		114,133.50
10/14/2009	1054	A & L Great Lake La...	2001 - Accounts Payable		260.00	X		113,873.50
10/14/2009	1055	A & L Southern Agri...	2001 - Accounts Payable		116.50	X		113,757.00
10/14/2009	1056	Advanced Pallets-Inv...	2001 - Accounts Payable		250.00	X		113,507.00
10/14/2009	1057	Cormier, Michael	2001 - Accounts Payable		750.00	X		112,757.00
10/14/2009	1058	Elite Aluminum Corp.	2001 - Accounts Payable		1,281.00	X		111,476.00
10/14/2009	1059	Euler Hermes ACI	2001 - Accounts Payable	Policy #4164544	50.00	X		111,426.00
10/14/2009	1060	Express Blower	2001 - Accounts Payable		550.95	X		110,875.05
10/14/2009	1061	Florida Bearings, Inc.	2001 - Accounts Payable		2,252.19	X		108,622.86
10/14/2009	1062	Florida Combined Li...	2001 - Accounts Payable		425.19	X		108,197.67
10/14/2009	1063	JR's Lawn & Garden	2001 - Accounts Payable		364.00	X		107,833.67
10/14/2009	1064	Kempfer Sawmill Inc.	2001 - Accounts Payable		6,006.25	X		101,827.42
10/14/2009	1065	Kimball Midwest.	2001 - Accounts Payable		1,399.37	X		100,428.05
10/14/2009	1066	Welder Services.	2001 - Accounts Payable		2,415.88	X		98,012.17
10/14/2009	1067	Windmill Sprinkler ...	2001 - Accounts Payable		285.77	X		97,726.40
10/14/2009	1068	VMG Truck & Traile...	2001 - Accounts Payable		1,300.00	X		96,426.40
10/15/2009			-split-	Deposit		X	63,448.17	159,874.57
10/15/2009			-split-	Deposit		X	819.23	160,693.80
10/15/2009			1499 - Undeposited Fu...	Deposit		X	1,052.20	161,746.00

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10/15/2009	1069	W.R. Grace	2001 - Accounts Payable		1,650.00	X		160,096.00
10/15/2009	1070	Superior Mulch	2001 - Accounts Payable		3,344.00	X		156,752.00
10/15/2009	1071	CSR Agricultural Re...	2001 - Accounts Payable		900.00	X		155,852.00
10/15/2009	1072	Luis A. Mayen	2001 - Accounts Payable		1,740.00	X		154,112.00
10/16/2009			-split-	Deposit		X	19,678.55	173,790.55
10/16/2009			-split-	Deposit		X	737.00	174,527.55
10/16/2009	1073	Harrell's Fertilizer	2001 - Accounts Payable		1,041.00	X		173,486.55
10/16/2009	1074	Flagler Construction	2001 - Accounts Payable		912.28	X		172,574.27
10/16/2009	1075	Woodfuel.com	2001 - Accounts Payable		6,022.60	X		166,551.67
10/16/2009	1076	Advanced Pallets-Inv...	2001 - Accounts Payable		500.00	X		166,051.67
10/16/2009	1077	Aglime Sales, Inc.	2001 - Accounts Payable		2,182.41	X		163,869.26
10/16/2009	1078	American Heritage L...	2001 - Accounts Payable		256.27	X		163,612.99
10/16/2009	1079	Aromatic Refreshme...	2001 - Accounts Payable		387.00	X		163,225.99
10/16/2009	1080	AT & T	2001 - Accounts Payable		597.38	X		162,628.61
10/16/2009	1081	Atlantic Coast Envir...	2001 - Accounts Payable		435.00	X		162,193.61
10/16/2009	1082	BWI-Homestead	2001 - Accounts Payable		157.81	X		162,035.80
10/16/2009	1083	Colonial Life	2001 - Accounts Payable	BCN #E3363165	2,065.16	X		159,970.64
10/16/2009	1084	FPL	2001 - Accounts Payable		4,870.24	X		155,100.40
10/16/2009	1085	Galvez Trucking, Inc.	2001 - Accounts Payable		4,100.00	X		151,000.40
10/16/2009	1086	Hamer LLC	2001 - Accounts Payable		505.40	X		150,495.00
10/16/2009	1087	J & J Auto Electric C...	2001 - Accounts Payable		2,333.14	X		148,161.86
10/16/2009	1088	L & L Distributors.	2001 - Accounts Payable		844.17	X		147,317.69
10/16/2009	1089	Palm Beach Hose & ...	2001 - Accounts Payable		3,843.36	X		143,474.33
10/16/2009	1090	Pitney Bowes Corpor...	2001 - Accounts Payable		244.43	X		143,229.90
10/16/2009	1091	Pitney Bowes Postag...	2001 - Accounts Payable		679.10	X		142,550.80
10/16/2009	1092	Powerscreen of Flori...	2001 - Accounts Payable		94.75	X		142,456.05
10/16/2009	1093	Qquest Software Syste...	2001 - Accounts Payable		533.00	X		141,923.05
10/16/2009	1094	Regional Groundworks	2001 - Accounts Payable		6,150.00	X		135,773.05
10/16/2009	1095	SNA Machinery	2001 - Accounts Payable		2,170.00			133,603.05
10/16/2009	1096	South Florida Contra...	2001 - Accounts Payable		235.85			133,367.20
10/16/2009	1097	Southern Building Pr...	2001 - Accounts Payable		2,201.90	X		131,165.30
10/16/2009	1098	Toilet Taxi Corp.	2001 - Accounts Payable		348.00	X		130,817.30
10/16/2009	1099	VMG Truck & Traile...	2001 - Accounts Payable		975.00	X		129,842.30
10/16/2009	1100	Welder Services.	2001 - Accounts Payable		743.92	X		129,098.38
10/16/2009	1101	Xenco Laboratories	2001 - Accounts Payable		315.00	X		128,783.38
10/16/2009	1102	Y. G. Yovany Gonza...	2001 - Accounts Payable		2,549.00	X		126,234.38
10/19/2009			-split-	Deposit		X	117,672.31	243,906.69
10/19/2009			-split-	Deposit		X	626.53	244,533.22
10/19/2009	1103	Aetna, Inc.	2001 - Accounts Payable		13,572.00	X		230,961.22
10/19/2009	1104	BEIC.	2001 - Accounts Payable		7,872.72	X		223,088.50

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/19/2009	1105	First Insurance Fundi...	Operating Expense:Ins...		22,263.38	X		200,825.12
10/19/2009	1106	Advanced Pallets-Inv...	2001 - Accounts Payable	VOID:		X		200,825.12
10/19/2009	1107	Construction Hydrau...	2001 - Accounts Payable		2,226.18	X		198,598.94
10/19/2009	1108	Manuel Cordero	2001 - Accounts Payable		27,340.00	X		171,258.94
10/19/2009	1109	Perry & Taylor, P.A.	2001 - Accounts Payable	VOID:		X		171,258.94
10/19/2009	1110	Superior Wash.	2001 - Accounts Payable	VOID:		X		171,258.94
10/19/2009	1111	Tropical Soil LLC	2001 - Accounts Payable		11,004.00	X		160,254.94
10/19/2009	1112	White's Landscape S...	2001 - Accounts Payable		6,567.00	X		153,687.94
10/19/2009	1113	Windmill Sprinkler ...	2001 - Accounts Payable		634.31	X		153,053.63
10/19/2009	1114	Y. G. Yovany Gonza...	2001 - Accounts Payable		245.00	X		152,808.63
10/19/2009	1115	Go Green Product an...	2001 - Accounts Payable		4,354.21	X		148,454.42
10/20/2009			-split-	Deposit		X	26,917.33	175,371.75
10/20/2009			-split-	Deposit		X	945.00	176,316.75
10/20/2009	1116	Superior Wash.	2001 - Accounts Payable		1,035.00	X		175,281.75
10/20/2009	1117	Manuel Cordero	2001 - Accounts Payable		1,470.00	X		173,811.75
10/20/2009	1118	Agri-source Inc	2001 - Accounts Payable		7,560.00	X		166,251.75
10/20/2009	1119	Andrew M. Schwartz...	2001 - Accounts Payable		6,000.00	X		160,251.75
10/21/2009			-split-	Deposit		X	26,966.23	187,217.98
10/21/2009			-split-	Deposit		X	933.37	188,151.35
10/21/2009	1120	Express Blower	2001 - Accounts Payable		273.26	X		187,878.09
10/21/2009	1121	Unifirst Corporation.	2001 - Accounts Payable		762.12	X		187,115.97
10/21/2009	1122	Flagler Construction	2001 - Accounts Payable		1,251.73	X		185,864.24
10/21/2009	1123	Treecycle Land Clear...	2001 - Accounts Payable		6,540.00	X		179,324.24
10/21/2009	1124	Firestone Complete ...	2001 - Accounts Payable		442.41	X		178,881.83
10/21/2009	1125	American Express - ...	American Express	372717300172...	3,000.00	X		175,881.83
10/21/2009	1126	John A. Grant, Jr., Inc.	2001 - Accounts Payable		950.00	X		174,931.83
10/21/2009	1127	Perry & Taylor, P.A.	2001 - Accounts Payable		7,777.24	X		167,154.59
10/21/2009	1128	Amerigrow	1044 - Suntrust - Merc...		35,000.00	X		132,154.59
10/21/2009	1129	Aromatic Refreshme...	2001 - Accounts Payable		383.38	X		131,771.21
10/21/2009	1130	Atlantic Coast Envir...	2001 - Accounts Payable		2,035.00	X		129,736.21
10/21/2009	1131	CSR Agricultural Re...	2001 - Accounts Payable		1,500.00	X		128,236.21
10/21/2009	1132	Elite Aluminum Corp.	2001 - Accounts Payable	VOID:		X		128,236.21
10/21/2009	1133	Fafard	2001 - Accounts Payable		6,622.08	X		121,614.13
10/21/2009	1134	Forestry Resources Inc.	2001 - Accounts Payable		1,200.00	X		120,414.13
10/21/2009	1135	J & J Auto Electric C...	2001 - Accounts Payable		660.30	X		119,753.83
10/21/2009	1136	Kempfer Sawmill Inc.	2001 - Accounts Payable		2,181.25	X		117,572.58
10/21/2009	1137	Office Depot	2001 - Accounts Payable		215.90	X		117,356.68
10/21/2009	1138	Pronto Mowers.	2001 - Accounts Payable		655.21	X		116,701.47
10/21/2009	1139	Superior Wash.	2001 - Accounts Payable		520.00	X		116,181.47
10/21/2009	1140	VMG Truck & Traile...	2001 - Accounts Payable		975.00	X		115,206.47

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/21/2009	1141	Y. G. Yovany Gonza...	2001 - Accounts Payable		70.00	X		115,136.47
10/21/2009	1142	AECOM USA Inc.	2001 - Accounts Payable		4,000.00	X		111,136.47
10/21/2009	1143	Florida Department o...	Operating Expense:Ve...	Citation 60117...	87.00			111,049.47
10/22/2009			-split-	Deposit		X	53,872.73	164,922.20
10/22/2009			-split-	Deposit		X	1,968.90	166,891.10
10/22/2009	1144	Lisa M. Ruth	Operating Expense:Ad...		130.00	X		166,761.10
10/22/2009	1145	Tropical Soil LLC	2001 - Accounts Payable		4,788.00	X		161,973.10
10/22/2009	1146	Santom Transport, Inc	2001 - Accounts Payable		907.00	X		161,066.10
10/22/2009	1147	SE FL Chapter of NI...	2001 - Accounts Payable	VOID:		X		161,066.10
10/22/2009	1148	Kimball Midwest.	2001 - Accounts Payable		1,674.57	X		159,391.53
10/22/2009	1149	Flagler Construction	2001 - Accounts Payable		456.62	X		158,934.91
10/22/2009	1150	Freedom Alloys	2001 - Accounts Payable		3,312.26			155,622.65
10/22/2009	1151	Woodfuel com	2001 - Accounts Payable		4,655.00	X		150,967.65
10/22/2009	1152	Advanced Pallets-Inv...	2001 - Accounts Payable	VOID:		X		150,967.65
10/22/2009	1154	Construction Hydrau...	2001 - Accounts Payable		153.42	X		150,814.23
10/22/2009	1155	Elpex	2001 - Accounts Payable		2,627.02	X		148,187.21
10/22/2009	1156	Fastenal Industries &...	2001 - Accounts Payable		159.72	X		148,027.49
10/22/2009	1157	Florida Bearings, Inc.	2001 - Accounts Payable		343.70	X		147,683.79
10/22/2009	1158	GE Fleet Services.	2001 - Accounts Payable		3,570.90	X		144,112.89
10/22/2009	1159	Parkland Printing & ...	2001 - Accounts Payable		133.08	X		143,979.81
10/22/2009	1160	Pronto Mowers.	2001 - Accounts Payable		80.90	X		143,898.91
10/22/2009	1161	Windmill Sprinkler ...	2001 - Accounts Payable		169.45	X		143,729.46
10/22/2009	1162	CSR Agricultural Re...	2001 - Accounts Payable		2,400.00	X		141,329.46
10/22/2009	1163	Galvez Trucking, Inc.	2001 - Accounts Payable		9,600.00	X		131,729.46
10/22/2009	1164	Treecycle Land Clear...	2001 - Accounts Payable		900.00	X		130,829.46
10/22/2009	1165	Manuel Cordero	2001 - Accounts Payable		5,910.00	X		124,919.46
10/23/2009			-split-	Deposit		X	27,787.09	152,706.55
10/23/2009			-split-	Deposit		X	1,260.00	153,966.55
10/26/2009			-split-	Deposit		X	1,520.07	155,486.62
10/26/2009			-split-	Deposit		X	0.00	155,486.62
10/26/2009			-split-	Deposit		X	4,515.00	160,001.62
10/26/2009	1166	Manuel Cordero	2001 - Accounts Payable		1,695.00	X		158,306.62
10/26/2009	1167	Elizabeth Hornsby, C...	1030 - Petty Cash - Janet		5,000.00	X		153,306.62
10/26/2009	1168	Regional Groundworks	2001 - Accounts Payable	VOID:		X		153,306.62
10/26/2009	1169	Y. G. Yovany Gonza...	2001 - Accounts Payable		1,483.37	X		151,823.25
10/26/2009	1170	John A. Grant, Jr., Inc.	2001 - Accounts Payable		2,462.50	X		149,360.75
10/26/2009	1171	Smiley Gil, Inc.	2001 - Accounts Payable		2,520.00	X		146,840.75
10/26/2009	999999	La Mousse Acadienne	2001 - Accounts Payable		27,940.00	X		118,900.75
10/27/2009			-split-	Deposit		X	325.18	119,225.93
10/27/2009			-split-	Deposit		X	0.00	119,225.93

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/27/2009	1172	Advanced Pallets-Inv...	2001 - Accounts Payable		3,660.00	X		115,565.93
10/27/2009	1173	Eric T.Pasco	Operating Expense:Co...		8,021.00	X		107,544.93
10/28/2009			-split-	Deposit		X	89,391.80	196,936.73
10/28/2009	1174	Elizabeth Hornsby, C...	1030 - Petty Cash - Janet	VOID:		X		196,936.73
10/28/2009	1175	Janet Tomlinson, Cus...	1030 - Petty Cash - Janet		6,574.84	X		190,361.89
10/29/2009			-split-	Deposit		X	27,247.30	217,609.19
10/29/2009			-split-	Deposit		X	923.18	218,532.37
10/29/2009			-split-	Deposit		X	0.00	218,532.37
10/29/2009			-split-	Deposit		X	0.00	218,532.37
10/29/2009	1176	Nina Plastics.	2001 - Accounts Payable		8,053.05			210,479.32
10/29/2009	1177	Atlantic Coast Envir...	2001 - Accounts Payable		2,295.00	X		208,184.32
10/29/2009	1178	L & L Distributors.	2001 - Accounts Payable		1,450.64			206,733.68
10/29/2009	1179	Woodfuel com	2001 - Accounts Payable		6,903.96	X		199,829.72
10/29/2009	1180	Advanced Pallets -M...	2001 - Accounts Payable		2,660.00	X		197,169.72
10/29/2009	1181	Kempfer Sawmill Inc.	2001 - Accounts Payable		3,825.00	X		193,344.72
10/29/2009	1182	M & S Fin.	Operating Expense:Oth...		8,250.00	X		185,094.72
10/29/2009	1183	Floragem Investment...	Operating Expense:Oth...		11,750.00	X		173,344.72
10/29/2009	1184	Land And Sea Petrol...	2001 - Accounts Payable		9,148.66	X		164,196.06
10/29/2009	99996	CBI.	2001 - Accounts Payable		22,680.56	X		141,515.50
10/29/2009	99997	Express Blower	2001 - Accounts Payable		3,721.44	X		137,794.06
10/29/2009	99998	Blaxberg Grayson K...	2001 - Accounts Payable		10,000.00	X		127,794.06
10/30/2009			-split-	Deposit		X	1,434.79	129,228.85
10/30/2009			-split-	Deposit		X	0.00	129,228.85
10/30/2009		bank service charge	Operating Expense:Ba...	wire transfer 99...	50.00	X		129,178.85
10/30/2009		bank service charge	Operating Expense:Ba...	wire transfer fe...	50.00	X		129,128.85
10/30/2009		bank service charge	Operating Expense:Ba...	wire transfer fe...	50.00	X		129,078.85
10/30/2009		bank service charge	Operating Expense:Ba...	wire transfer fe...	60.00	X		129,018.85
10/30/2009	1185	Manuel Cordero	2001 - Accounts Payable		1,475.00	X		127,543.85
10/30/2009	1186	Treecycle Land Clear...	2001 - Accounts Payable		6,150.00	X		121,393.85
10/30/2009	1187	VMG Truck & Traile...	2001 - Accounts Payable		2,275.00	X		119,118.85
10/30/2009	1188	Agri-source Inc	2001 - Accounts Payable		8,160.00	X		110,958.85
10/30/2009	1189	American Express - ...	American Express	372717300172...	5,000.00	X		105,958.85
10/30/2009	1190	Janet Tomlinson, Cus...	1030 - Petty Cash - Janet		5,814.85	X		100,144.00
10/30/2009	1191	Eric T Pasco	Operating Expense:Co...	44281	3,624.61			96,519.39
10/30/2009	99994	Express Blower	Operating Expense:Re...		100.00	X		96,419.39

Exhibit F
(List of Payments Within 1 Year of Petition Date)

Amerigrow Recycling
All Transactions for M & S Fin.
 November 2, 2008 through November 1, 2009

Type	Num	Date	Account	Amount
Nov 2, '08 - Nov 1, 09				
Check	1154	11/19/2008	1048 · Fifth Third B...	-5,175.00
Check	1182	10/29/2009	1042 · Suntrust - O...	-8,250.00
Check	1356	12/17/2008	1048 · Fifth Third B...	-5,175.00
Check	1661	2/18/2009	1048 · Fifth Third B...	-5,175.00
Check	1841	3/16/2009	1048 · Fifth Third B...	-5,175.00
Check	2075	4/15/2009	1048 · Fifth Third B...	-5,175.00
Check	2216	5/7/2009	1048 · Fifth Third B...	-17,550.00
Check	2249	5/15/2009	1048 · Fifth Third B...	-5,175.00
Check	2406	6/23/2009	1048 · Fifth Third B...	-5,175.00
Check	2549	7/8/2009	1048 · Fifth Third B...	-4,950.00
Check	2574	7/15/2009	1048 · Fifth Third B...	-5,175.00
Check	2605	7/17/2009	1048 · Fifth Third B...	-4,950.00
Check	2680	8/13/2009	1048 · Fifth Third B...	-5,175.00
Check	2732	8/14/2009	1048 · Fifth Third B...	-4,950.00
Check	2885	9/15/2009	1048 · Fifth Third B...	-5,175.00
Check	2992	10/13/2009	1048 · Fifth Third B...	-5,175.00
Check	13554	1/19/2009	1040 · Wachovia - ...	-5,175.00

Nov 2, '08 - Nov 1, 09

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Amerigrow Recycling
All Transactions for Floragem Investments Corp.
 November 2, 2008 through November 1, 2009

Type	Num	Date	Account	Amount
Nov 2, '08 - Nov 1, '09				
Check	1183	10/29/2009	1042 - Suntrust - O...	-11,750.00
Check	2217	5/7/2009	1048 - Fifth Third B...	-12,450.00
Check	2550	7/8/2009	1048 - Fifth Third B...	-7,050.00
Check	2604	7/17/2009	1048 - Fifth Third B...	-7,050.00
Check	2733	8/14/2009	1048 - Fifth Third B...	-7,050.00
Check	2934	9/24/2009	1048 - Fifth Third B...	0.00
Nov 2, '08 - Nov 1, '09				

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11/18/09

Amerigrow Recycling
All Transactions for Tomlinson Charles.
November 2, 2008 through November 1, 2009

Type	Num	Date	Account	Amount
Nov 2, '08 - Nov 1, 09				
Check	1272	12/1/2008	1048 · Fifth Third B...	-13,034.00
Check	1477	12/22/2008	1048 · Fifth Third B...	-14,895.00
Check	1544	1/21/2009	1048 · Fifth Third B...	-14,610.00
Check	1697	2/23/2009	1048 · Fifth Third B...	-9,733.00
Check	1880	3/23/2009	1048 · Fifth Third B...	-7,248.00
Check	2071	4/14/2009	1048 · Fifth Third B...	-8,850.00
Check	15810	11/7/2008	1046 · National City...	-7,233.00
Nov 2, '08 - Nov 1, 09				

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11/18/09

Amerigrow Recycling
All Transactions for Kearney, Silvia.
November 1, 2008 through November 2, 2009

Type	Num	Date	Account	Amount
Nov 1, '08 - Nov 2, 09				
Bill		12/29/2008	2001 - Accounts Pa...	-1,270.91
Bill Pmt - Check	1488	12/29/2008	1048 - Fifth Third B...	-1,270.91
Check	1881	3/23/2009	1048 - Fifth Third B...	-1,012.23
Nov 1, '08 - Nov 2, 09				

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11/18/09

Amerigrow Recycling
All Transactions for Janet Tomlinson
November 2, 2008 through November 1, 2009

Type	Num	Date	Account	Amount
Nov 2, '08 - Nov 1, '09				
Nov 2, '08 - Nov 1, '09				