IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

IN RE:	)	**CASE NO. 04-14155-WHD**
	)	
ANDERSEN 2000 INC.,	)	**Chapter 11**
	)	
Debtor.	)	**JUDGE DRAKE**
_____	)	

DISCLOSURE STATEMENT TO ACCOMPANY DEBTOR'S SECOND AMENDED PLAN OF REORGANIZATION

September 14, 2009

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THE SUMMARY OF THE PLAN, AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT, ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN FILED BY THE DEBTOR CONTEMPORANEOUSLY HEREWITH, THIS DISCLOSURE STATEMENT, AND ALL EXHIBITS ANNEXED HERETO. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF. NO ASSURANCES EXIST THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME HEREAFTER.

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PROPOSED PLAN. YOU SHOULD CONSULT YOUR LEGAL OR TAX ADVISOR ON ANY QUESTIONS OR CONCERNS REGARDING THE TAX OR OTHER LEGAL CONSEQUENCES OF THE PLAN.

THE INFORMATION CONTAINED HEREIN HAS NOT BEEN AUDITED. THE INFORMATION SET FORTH HEREIN WAS DERIVED FROM THE DEBTOR'S BOOKS AND RECORDS. THE DEBTOR'S BOOKS AND RECORDS ARE DEPENDENT UPON INTERNAL ACCOUNTING METHODS. AS A RESULT, VALUATIONS OF ASSETS AND CLAIM LIABILITIES ARE ESTIMATED. ALTHOUGH SUBSTANTIAL EFFORT HAS BEEN MADE TO BE COMPLETE AND ACCURATE, THE DEBTOR IS UNABLE TO WARRANT OR REPRESENT THE FULL AND COMPLETE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN.

DISCLOSURE STATEMENT

Andersen 2000 Inc. (the "Debtor"), debtor and debtor-in-possession in the above-captioned Chapter 11 case, seeks confirmation of the Plan of Reorganization filed by the Debtor, as hereinafter modified or amended (the "Plan"), in the Chapter 11 bankruptcy case of the Debtor now pending before the United States Bankruptcy Court for the Northern District of Georgia, Newnan Division (the "Court"). This Disclosure Statement (the "Disclosure Statement") is designed to provide creditors of the Debtor with adequate information to enable them to decide whether to vote for or against the Plan. This Disclosure Statement was approved for this purpose on September 14, 2009. Capitalized terms that are used, but not defined, in this Disclosure Statement shall have the meanings ascribed to such terms in the Plan.

I. INTRODUCTION

On December 20, 2004 (the "Petition Date"), the Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtor has retained possession of its assets, and is authorized to continue the orderly liquidation of its business as debtor-in-possession, pursuant to §§ 1107 and 1108 of the Bankruptcy Code. The Debtor has prepared this Disclosure Statement, which details the Debtor's history, the proposed Plan and the treatment of the various holders of Claims against the Debtor's Estate or Interests in the Debtor. **THE DEBTOR URGES ALL CREDITORS TO VOTE TO "ACCEPT" THE PLAN.**

II. SUMMARY OF TIMING AND AMOUNT OF DISTRIBUTIONS UNDER PLAN

The chart below summarizes the timing and estimated percentage distributions to each class under the Plan. The Allowed Amounts of the various claims and the amounts actually recovered might be materially greater or less than the amounts estimated in the following chart. For a further discussion of the treatment of claims and the risks related to the Plan, see Articles V and VII below.

Class No.	**Claim/Interest**	**Treatment of Claim/Interest**	**Estimated Amount and Projected Recovery**	**Voting Rights**
1	Administrative Claims	Each holder of an Allowed Administrative Claim, will be Paid in Full and in Cash, without interest, on or as soon as practicable after the later of (a) the Effective Date, or (b) the date after such Claim becomes an Allowed Administrative Claim; or (c) as the holder of the Allowed Administrative Claim may otherwise agree.	Estimated Amount: under $130,000.00 Estimated Recovery: 100% of Allowed Amount	Unimpaired and not entitled to vote
2	Tax Claims	Each holder of an Allowed Tax Claim, will be Paid in Full and in Cash, without interest, on or as soon as practicable after the later of the Effective Date, or as soon thereafter as is reasonably practicable, but in no event later than the end of five (5) years from the Petition Date.	Estimated Amount: $0.00 Estimated Recovery: 100% of Allowed Amount	Unimpaired and not entitled to vote
3	Priority Claims	Each holder of an Allowed Priority Claim, will be Paid in Full and in Cash, without	Estimated Amount: $0.00	Unimpaired and not entitled to

		interest, on or as soon as practicable after the later of (a) the Effective Date, or (b) the date after such Claim becomes an Allowed Priority Claim; or (c) as the holder of the Allowed Priority Claim may otherwise agree.	Estimated Recovery: 100% of Allowed Amount	vote
4	Secured Claim of Lender	$50,000 of the Secured Claim shall be converted into 100 shares of new Common Stock of the Reorganized Debtor; the remaining portion of the Secured Claim of Lender will be Paid in Full, together until all interest due thereon, on or before the Effective Date.	Estimated Amount: $225,000 Estimated Recovery: 100% of Allowed Amount	Impaired and entitled to vote
5	Other Secured Claims	Each holder of an Allowed Secured Claim (and which Claims are not included in Classes 1, 2, 3 or 4) shall be satisfied, at the Reorganized Debtor's option, as follows: (i) by the transfer, assignment and conveyance by the Reorganized Debtor of the collateral securing such Class 5 Claim to the holder of such Claim in full and final satisfaction of such Claim, or (ii) by the sale of the collateral securing such Class 5 Claim by the Reorganized Debtor, following Designated Notice, and the payment by the Reorganized Debtor to the holder of such Claim from the net sale proceeds	Estimated Amount: $0.00 Estimated Recovery: Full Recovery of Secured Claim	Impaired and entitled to vote

		an amount equal to the value of such holder's interest in such collateral, in full and final satisfaction of such Class 5 Claim.		
6	Unsecured Claims	Except for any holder of an Unsecured Claim who elects the alternative treatment set forth below, all holders of Allowed Unsecured Claims shall receive a single Distribution equal to 5% of their Allowed Unsecured Claims in full satisfaction of such Allowed Unsecured Claims, payable on or before December 31, 2009. Alternate Treatment: The Class 6 Option: Prior to the Effective Date, holders of Unsecured Claims shall have the option of electing to receive alternative treatment with respect to their Allowed Unsecured Claims. Any Holder of an Allowed Unsecured Claim who elects such alternate treatment shall receive Distribution(s) equal to a pro rata share of 80% of the Reorganized Debtor's Available Cash as of (i) December 31, 2010, and (ii) the date on which Montair Cap – Netherlands receives the China Retainage; provided, however, that no holder of an Allowed Claim shall be receive more than 100% of	Estimated Amount: $2,740,000 Estimated Recovery: 5% to 90.15% of Allowed Amount	Impaired and entitled to vote

		the amount of such Allowed Claim, without interest. Such Distributions shall be payable on or before (i) January 31, 2011 and (ii) sixty days after the receipt of the China Retainage, respectively, and shall be in full satisfaction of such Holder's Allowed Unsecured Claim.		
7	Allowed Interests	On the Effective Date, all Interests in the Debtor will be cancelled. Holders of Allowed Interests shall not receive or retain any property under the Plan on account of such Interests, and no distributions or dividends will be paid with respect to the Allowed Interests.	Estimated Recovery: $0.00	Deemed to reject and not entitled to vote

III. HISTORY OF THE DEBTOR AND EVENTS LEADING TO CHAPTER 11

A. History of the Debtor

On or before the Petition Date, the Debtor, through itself and its subsidiaries, provided products and services on a worldwide basis for the thermal treatment of industrial and specialty waste streams, and custom designed air pollution control systems for a wide variety of industrial and commercial applications. The Debtor's headquarters and production facilities were located in Peachtree City, Georgia and its sales activities were conducted by a worldwide network of independent, manufacturer representative organizations. The Debtor is a wholly owned subsidiary of Crown Andersen, Inc. ("Crown"). Crown is a holding company whose stock was publicly traded until the fall of 2004, at which time it elected to delist and become a privately held corporation.

The Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on December 20, 2004. During the Chapter 11 Case, the Debtor has wound down active

business operations and liquidated the majority of its assets other than the stock in its wholly owned subsidiary, Montair Andersen b.v., a Netherlands based company ("Montair - Netherlands"). In September of 2008, the Debtor created a United States subsidiary, Montair Cap Engineering USA, LLC ("Montair – USA"). At the present time, the Debtor's primary remaining business is the sale of after market parts and providing support to Montair - Netherlands and to Montair – USA.

The Debtor, through its subsidiaries, serves markets for thermal treatment incineration systems including generators of all types of industrial waste, as well as applications involving unique or difficult to process waste streams. The markets served for air pollution control systems include a wide variety of industrial and commercial applications involving the removal of particulate matter and the scrubbing of a broad spectrum of gaseous emissions.

The thermal treatment/incineration system product offering from the Debtor's subsidiaries include a variety of equipment ranging from intermittent duty, fixed hearth controlled air incinerators to large, continuous duty rotary kiln systems capable of processing an extensive range of industrial and hazardous waste streams. In addition, the Debtor's product offering also include fume and liquid waste incinerators that were also capable of processing a broad range of industrial waste.

The air pollution control equipment product offering include a full line of wet scrubbing system technology, as well as dry and semi-dry scrubbers capable of addressing essentially any type of industrial emissions control application.

B. Events Leading to Chapter 11

Historically, the Debtor's business was very cyclical in nature and total revenues on an annual basis were very much impacted by the presence of one or two relatively large incinerator projects. Beginning in the 1999 fiscal year, the Debtor saw revenues increase substantially from approximately $8.9 million to $16.5 million at the conclusion of the 2001 fiscal reporting period. Beginning in 2002, however, the Debtor began to realize a deterioration in total revenue as a result of a steady decline in the number of large, waste incineration related projects. These large waste incineration projects were essentially exclusively responsible for the increased revenues and growth of the business in the years leading up to the 2001 fiscal reporting period. As the decline in the availability of these larger incineration projects continued, in 2004 the Debtor realized a drop in overall revenues to $4.2 million for that fiscal period.

In addition to a rapidly decreasing revenue base, the Debtor also became involved in several disputes with its clients concerning performance issues with the equipment supplied on some of its waste incineration projects. These disputes included lengthy arbitration proceedings in Singapore with an Indonesia based client and continuing performance related disputes with clients in the nuclear industry. In addition to disputes with these and other clients and end users of the Debtor's equipment, the Debtor was also involved in a long-standing legal proceedings in

Louisiana state court with the Georgia Gulf Corporation ("Georgia Gulf") relative to the performance of equipment provided on a contract executed in the early 1990's. These ongoing performance disputes impacted on the ability of the Debtor to be paid for its equipment and services on a timely basis. In addition, the legal expenses to defend itself coupled with the inability to get paid by its clients quickly put the business in a negative cash flow position

As a result of the Singapore arbitration proceedings and the long-standing litigation with Georgia Gulf, the Debtor found itself in a position where it needed to find sources of new funds to help sustain and support its operations. In an attempt to obtain additional working capital to alleviate the Debtor's cash flow problems, in early 2004, Crown and the Debtor obtained two bridge loans from Michael P. Marshall ("Lender"), a Director of Crown. The total amount of these two bridge loans was $2 million. These bridge loans were secured by essentially all of the assets of the Debtor, including the stock in Montair.

As the ongoing, worldwide business opportunities for the Debtor continued to deteriorate and its legal costs continued to escalate as a result of the Singapore arbitration, the Georgia Gulf litigation and other client/end-user disputes, it found itself in a position in the fall of 2004 where it could not meet its financial commitments and was forced to seek protection under Chapter 11 of the Bankruptcy Code.

IV. OPERATIONS DURING CHAPTER 11

Since the Petition Date, the Debtor has conducted its business as a debtor-in-possession under sections 1107 and 1108 of the Bankruptcy Code. The following is a description of significant events that have taken place during the case.

A. Retention of Professionals

The Debtor has retained the law firm of Scroggins & Williamson to act as its Chapter 11 counsel in connection with the Case. Scroggins & Williamson has extensive experience representing debtors in complex Chapter 11 bankruptcy cases. The Debtor also retained the law firm of Decker Hallman Barber & Briggs as special counsel to prosecute an objection to a disputed proof of claim filed by Georgia Gulf. Decker Hallman Barber & Briggs served as the Debtor's main outside counsel with regard to this litigation prior to the Petition Date, and was instrumental in negotiating a settlement with Georgia Gulf, as further described below.

B. Authority to Use Cash Collateral

On December 20, 2004 the Debtor filed its Motion for Authority to Use Cash collateral and Request for Preliminary Hearing, seeking authority to use the cash collateral of Lender to fund ongoing operations. On December 22, 2004, the Court signed an Interim Order Granting Motion for Authority to Use Cash Collateral and Notice of Final Hearing, authorizing the Debtor to use Lender's cash collateral to fund operations on an interim basis. On January 10, 2005, the

Court entered an Agreed Cash Collateral Order Authorizing the Use of Cash Collateral by the Debtor (the "Cash Collateral Order"). The Cash Collateral Order formalized an agreement between the Debtor and Lender authorizing the Debtor to use Lender's cash collateral under agreed-upon terms and conditions. As authorized by the Cash Collateral Order, this agreement has been continued by several stipulations between the Debtor and Lender.

C. Schedules and Statements

On January 24, 2005, the Debtor filed with the Court the schedules and statements required by Bankruptcy Rule 1007. These schedules and statements provide a detailed analysis of the Debtor's financial condition on or about the Petition Date. These documents are available for inspection at the Court.

D. Bar Date

The Court entered an Order establishing April 1, 2005, as the date by which all creditors were required to file proofs of claim or be barred from (i) asserting any claim against the Debtor, and (ii) voting on, or receiving Distributions under, the Plan. Certain creditors whose claims were listed in the schedules and not identified as "contingent," "disputed" or "unliquidated" may not have been required to file proofs of claim.

E. Collection of Accounts Receivable

Since the Petition Date, the Debtor and its counsel devoted much attention to collection of the Debtor's remaining accounts receivables. That task was complicated by several factors, notably: (a) many of the account debtors asserted significant claims and credits for alleged breaches of warranty, and holdbacks for estimated future warranty claims as a result of the Debtor's liquidation status, and (b) the Debtor has historically performed services for a number of customers located in countries other than the U.S., including a number of countries which are not a party to the Hague Convention, which has created difficulties in collection. Nonetheless, the Debtor has collected in excess of $900,000 on its pre-petition accounts receivables, and settlements have been negotiated and approved by the Court on a number of accounts, ExxonMobile, Sarawak, Inc., Endesco Clean Harbors, Peat International, Cembell Industries, Inc. and Johnson Matthey, Inc. The Debtor believes it has collected all amounts reasonably possible from pre-petition accounts receivable.

F. Sale of Assets

During the Case, the Debtor filed several motions seeking authority to sell assets. On March 2, 2005, the Debtor filed a motion for entry of an order approving terms and conditions under which the Debtor could sell items of excess equipment and/or inventory which were not needed in the Debtor's business operations and which had an estimated value of less than $15,000 per item. That motion was granted by order entered on April 13, 2005 (the "Surplus

Items Sale Order"). The Debtor has sole a number of items during the Case under the terms and conditions of the Surplus Items Sale Order and the proceeds have been utilized as and to the extent permitted by cash collateral orders entered in the Case.

On June 17, 2005, the Debtor filed its Second Motion for Authority to Sell Assets Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U. S. C. §§ 105(a) and 363(b), (f) and (m), seeking authority to sell approximately 40,000 pounds of "C276" scrap metal for a proposed purchase price of $5.50/pound. That Sale Motion was approved by order entered on June 17, 2005, subject to objection. No objection was asserted, and the sale was closed.

On June 22, 2005, the Debtor filed its Motion for Authority to Establish Sales Procedures for Personal Property, seeking authority to sell its remaining personal property using a limited notice provision designed to minimize costs, time and the necessity of appearing before the Court. On July 21, 2005, a hearing was held at which time the Court approved the Debtor's Sales Procedure Motion with certain modifications. An order approving the Sales Procedure Motion was entered by the Court on August 22, 2005.

On January 16, 2006, the Debtor filed a Motion for Authority to Sell Real Property, seeking authority to sell its Peachtree City, Georgia real property, which consisted of approximately six acres of land and 37,600 square feet of office and manufacturing facilities. The gross base purchase price proposed was $850,000.

On March 3, 2006, a hearing was held at which time the Court approved the motion. An order approving the Motion was entered by the Court on March 8, 2006, and the Debtor thereafter closed on the sale.

On March 14, 2006, the Debtor filed its Third Motion for Authority to Sell Surplus Asset. That Motion sought authority to sell a soil processor unit for $400,000. The Motion was approved by order entered on April 18, 2006, and the Debtor has closed on the sale of the soil processor as authorized by the Court.

On November 16, 2006, the Debtor filed an Application to Employ Auctioneer, for Authorization to Enter into Personal Property Contract and to Conduct Auction (the "Application"), in which the Debtor sought authority to retain Fortner Auction Service ("Fortner") to sell by public auction surplus inventory and/or equipment located at a warehouse facility in Milwaukee, Wisconsin. The Application was approved by order of the Court entered on November 21, 2006. Thereafter, Fortner conducted an auction sale of the property, and the net proceeds were remitted to the Debtor.

On July 18, 2008, the Debtor filed a Motion for Approval of Proposed Sale of Assets of Montair Andersen b.v. and Cap Engineering, b.v. pursuant to 11 U.S.C. §§ 105(a) and 363 (b) and (m), seeking approval for the sale of the operating assets of Montair – Netherlands and its subsidiary Montair Cap Engineering, b.v. ("Montair Cap – Netherlands," collectively with

Montair – Netherlands, the "Netherland Subsidiaries"). The assets sold related to the special equipment business and equipment manufacturing business (and specifically excluded the incinerator business) of the Netherland Subsidiaries. On August 28, 2008, the Court entered an order approving the proposed sale for the group purchase price of 1.6 million Euros paid to Montair – Netherlands. Substantially all of the net proceeds from that sale were deposited with Rabobank Venray, a Netherlands bank ("Rabobank"), to secure a letter of credit (the "Letter of Credit") issued to secure the performance of Montair Cap – Netherlands under the Saudi Contract (discussed below.). The Letter of Credit is currently due to expire in June of 2010.

G. Operations of Montair Cap - Netherlands

The primary operations of the Debtor are conducted through its indirect subsidiary, Montair Cap – Netherlands, which is currently a party to two significant contracts, each of which is described below.

1. The Saudi Contract

On or about January 1, 2007, Montair Cap – Netherlands entered into a certain Engineering, Procurement and Construction Contract for Hazardous Waste Incineration Saudi Plant (the "Saudi Contract") with National Environmental Preservation Co. ("BeeA'h"), a corporation organized under the laws of Saudi Arabia that specializes in the commercial disposal of hazardous waste. Pursuant to the Saudi Contract, Montair Cap – Netherlands is to perform certain engineering, procurement and construction services in connection with the development of a certain hazardous waste incineration Saudi Plant (the "Saudi Plant") in Saudi Arabia.

Pursuant to the Saudi Contract, BeeA'h is to pay Montair Cap – Netherlands approximately Eur. 15.5 million over a two-year period, subject to a 10% retainage, for the construction of the Saudi Plant. The Saudi Contract also provides for up to 5% of the contract amount as liquidated damages if certain criteria were not met as well as other potential penalties if the Saudi Plant did not meet certain performance requirements.

Although the Saudi Plant was originally scheduled to be completed by March of 2009, various construction delays have pushed back the completion date. The Saudi Plant is now expected to be completed and operational by December 31, 2009. As a result of the construction delays, BeeA'h has notified Montair Cap – Netherlands that it will seek to enforce the liquidated damages provision under the Saudi Contract. Although Montair Cap – Netherlands believes that the Saudi Plant will be completed by December 31, 2009 and that the Saudi Plant should meet all performance and environmental requirements, it cannot guarantee that BeeA-h will not allege defects in the Saudi Plant that could potentially trigger additional penalty provisions under the Saudi Contract or otherwise cause BeeA-h to fail to pay Montair Cap – Netherlands the full amount due under the Saudi Contract.

Moreover, as discussed above, Montair – Netherlands has deposited approximately Euro 1.5 million with Rabobank to secure a Letter of Credit issued to secure Montair Cap – Netherlands' performance under the Saudi Contract through the one-year warranty period that will commence after the Saudi Plant becomes operational. The Letter of Credit is currently due to expire on June of 2010, at which time the funds deposited with Rabobank should become available to Montair-Cap - Netherlands. However, Montair Cap – Netherlands cannot guarantee that the Letter of Credit will not be extended beyond June of 2010 or that BeeA'h will not make a claim against the Letter of Credit which could delay or even extinguish Montair Cap – Netherlands' right to obtain the return of the funds on deposit with Rabobank.

2. The China Contract

On or about October 3, 2008, Montair Cap – Netherlands entered into a certain contract and related agreements with Dow Corning (Zhangijagang) Co., Ltd. (the "China Contract"), a Sino-foreign equity joint venture company established pursuant to the laws of the Peoples Republic of China ("Dow - China"). Pursuant to the China Contract, Montair Cap – Netherlands is to provide certain engineering, equipment and start-up support in connection with the construction of a certain hazardous waste incinerator plant (the "China Plant") in the Peoples Republic of China.

Pursuant to the China Contract, Dow - China is to pay Montair Cap – Netherlands approximately Eur. 9.5 million, subject to a 10% retainage (as may be reduced by change orders, back-charges or other factors, the "China Retainage"), for Montair Cap – Netherland's services in connection with the construction of the China Plant. Montair Cap – Netherland's work under the China Contract is due to be completed in August of 2010, at which time all payments due under the China Contract, other than the China Retainage, should be paid to Montair Cap – Netherlands. The China Retainage is due to be paid to Montair Cap – Netherlands after the one-year warranty period expires, which is estimated to occur sometime in July of 2011. Although Montair Cap – Netherlands believes that it will be able to satisfactorily perform under the China Contract, it cannot guarantee that it will be able to perform under the China Contract or that it will be paid, in full or in part, for any services and equipment it provides.

H. Creation of Montair – USA

On or about September 4, 2008, the Debtor created Montair – USA, as a wholly owned subsidiary of the Debtor. The purpose of Montair – USA is provide engineering support, procurement support, project management and accounting services for Montair Cap – Netherlands in connection with the Saudi Contract and the China Contract (collectively, the "Contracts"). No funds or other assets of the Debtor have been transferred or conveyed to Montair – USA since its creation.

I. Debtor's Business Operations Following Sale of Peachtree City Facility

Since the closing on the sale of the Debtor's Peachtree City facility, the Debtor has been leasing space on a month to month basis. Its three remaining employees have been focused on continuing the Debtor's sale of aftermarket parts to various customers, assisting in the operations of Montair Cap – Netherlands, and meeting the Debtor's administrative requirements in the Chapter 11 Case. To date, the Debtor has generated approximately $10,000.00 per month in gross profit from its aftermarket parts business, which has been used to fund the Debtor's operations.

J. Pending Claim Litigation

1. Georgia Gulf Litigation

As discussed above, at the time of the Debtor's Chapter 11 filing the Debtor was involved in state court contract litigation with Georgia Gulf over a project performed by the Debtor in the 1990s. That litigation was automatically stayed as a result of the bankruptcy filing. On or about April 1, 2005, Georgia Gulf filed a proof of claim in the Bankruptcy Case asserting an unsecured claim in the amount of $7,205,679.00 based on its alleged damages resulting from the Debtor's alleged performance deficiencies under the contract at the center of the dispute. On November 8, 2005, the Debtor filed an adversary proceeding against Georgia Gulf objecting to the Georgia Gulf claim and seeking to recover from Georgia Gulf in excess of $350,000 owed to the Debtor in retainage under the contract. The law firm of Decker Hallman Barber & Briggs, who had handled the litigation for the Debtor pre-petition, was retained as special counsel to represent the Debtor in the adversary proceeding.

On December 17, 2007, the Debtor filed a motion seeking to approve a proposed settlement agreement with Georgia Gulf. Pursuant to the proposed settlement agreement, Georgia Gulf would be allowed a general unsecured claim against the Debtor in the amount of $650,000.00. In addition, the Debtor agreed to pay Georgia Gulf the sum of $50,000.00 in cash following the entry of a final non-appealable order in the Bankruptcy Court approving the settlement. Further, Georgia Gulf agreed not to support any Chapter 11 plan in the case other than a plan proposed by Debtor. On January 22, 2008, the Bankruptcy Court entered an order approving the settlement agreement, and the Debtor subsequently made the $50,000.00 payment to Georgia Gulf.

2. Greenwich Insurance/Hitachi Litigation

In July 2002, the Debtor entered into an agreement with Hitachi America and/or Hitachi, Ltd. (collectively, "Hitachi"). The agreement provided that Debtor would manufacture for Hitachi an incinerator system according to certain specifications, for use in a radioactive waste management facility located in Taiwan owned by Taiwan Power Company. Under the

agreement, Debtor agreed to deliver the equipment for the Incinerator System to Hitachi "FOB" to a common carrier at the port of Savannah, Georgia. The agreement also contains a provision requiring Debtor to provide Hitachi with a performance bond in the amount of the original contract price, $1,833,654. Debtor satisfied this obligation by obtaining a bond issued by Greenwich Insurance Company ("Greenwich"). The system was completed, tested, delivered to the port of Savannah, and shipped to Taiwan in one or more batches in 2004. Under the agreement with Hitachi, Debtor was supposed to receive a final payment in the amount of $91,682.70 after the system was installed in Taiwan. Due to delays in the construction of the facility in Taiwan, the system was not installed within the time frame originally contemplated. In October 2005, Hitachi asserted a claim against Greenwich under the bond for the full penal amount of $1,833,654 based primarily on several alleged "anticipatory" breaches of the agreement by Debtor based on Debtor's status as a debtor-in-possession in the Bankruptcy Case.

On January 30, 2006, Greenwich filed in the bankruptcy case its proof of claim (no. 70) asserting an unsecured claim in the amount of $1,850,254.00. On April 18, 2006, the Debtor filed a complaint against Greenwich, Hitachi and Crown in the Court, Adversary Proceeding No. 06-1039, (the "Adversary Proceeding"). In its complaint, the Debtor, *inter alia*, objected to the Greenwich proof of claim, sought recovery of amounts owed by Hitachi, and sought a declaration that the Debtor has not indebted to or liable to Hitachi in any amount. In addition, the Debtor sought to enjoin Greenwich from making payment to Hitachi under the bond until the Debtor's liability to Hitachi has been adjudicated.

On January 21, 2009, the Debtor filed a motion with the Court seeking the approval of a settlement agreement between and among the Debtor, Greenwich, Hitachi and Crown. Pursuant to the settlement agreement, Greenwich was to be allowed a general unsecured claim against the Debtor's estate in the amount of $500,000.00, and the Debtor agreed to dismiss the Adversary Proceeding with prejudice. In addition, the Debtor agreed to use its reasonable best efforts to draft and file a plan of reorganization as soon as practicable and that Greenwich would not oppose the confirmation of any such plan. On February 4, 2009, the Bankruptcy Court entered an order approving the settlement agreement.

K. Adequate Protection Payments to Lender

As of the Petition Date, the Debtor was obligor pursuant to a note and related loan documents with the Lender. The Debtor owed more than $2,000,000.00 to the Lender. This obligation was secured by a first priority security interest in the Debtor's personal property, which consisted of, *inter alia*, inventory, equipment and accounts receivable, and a junior security interest in the Peachtree City real property. As discussed above, shortly after the Petition Date, the Court authorized the Debtor to use the Lender's cash collateral pursuant to the terms of the Cash Collateral Order.

On or about July 5, 2006, the Court entered an order authorizing the Debtor to make one or more payments to the Lender in a total aggregate amount of up to $940,000.00 as partial

adequate protection of the Lender's interest its collateral. The Debtor subsequently made this payment as well as additional payments on the debt owed to Lender. On or about October 15, 2008, the Court entered a subsequent order authorizing the Debtor to pay the Lender a total aggregate amount of up to $400,000.00 as additional partial adequate protection of the Lender's collateral. The Debtor was further authorized to make additional periodic payments at least once each quarter in amounts equal to an accrued interest under the loan documents, which continued to accrue interest at the default rate. The Debtor subsequently made payments to the Lender pursuant to this order. As of the date of the Disclosure Statement, the remaining obligations owed to the Lender by the Debtor total approximately $225,000.

L. Indah Kiat Litigation

In 2001, PT Indah Kiat Pulp & Paper Corp. Tbk ("Indah Kiat"), an Indonesian corporation, initiated an arbitration proceeding (SIAC No. 85 of 2001) (the "Andersen Arbitration") against the Debtor in Singapore under the Rules of the Singapore International Arbitration Centre (the "SIAC Rules"). In the Andersen Arbitration, Indah Kiat sought damages against the Debtor pursuant to the Debtor's alleged breach of a certain settlement agreement. On or about January 2004, the arbitrator in the Andersen Arbitration published an award (the "Andersen Arbitration Award") in which it awarded Indah Kiat the amount of $9,111,628.56 from the Debtor based on the Debtor's alleged breach of the settlement agreement. For a variety of reasons, the Debtor disputes the validity or enforceability of the Andersen Arbitration Award. When the Debtor commenced its Chapter 11 Case on the Petition Date, the automatic stay of section 362 of the Bankruptcy Code prohibited Indah Kiat from taking any action to enforce the Andersen Arbitration Award against any assets of the Debtor anywhere in the world. Moreover, Indah Kiat has failed to file a proof of claim in the Debtor's Chapter 11 Case. Thus, as the bar date for filing proofs of claim has long passed, the Debtor believes that Indah Kiat is prohibited from asserting or enforcing the Andersen Arbitration Award against the Debtor or its assets as a matter of law.

On or about February 15, 2007, Indah Kiat initiated an arbitration proceeding (SIAC No. 013 of 2007 (the "Crown Arbitration") against Crown in Singapore under the SIAC Rules. "). In the Crown Arbitration, Indah Kiat sought damages against Crown based on a guarantee agreement that Crown had allegedly entered into with Indah Kiat. On or about April 4, 2008, the arbitrator in the Crown Arbitration published an award (the "Crown Arbitration Award") in which it awarded Indah Kiat the amount of $1,036,000, plus certain costs and expenses, against Crown based on Crown's alleged obligations under the guarantee. For a variety of reasons, Crown disputes the validity or enforceability of the Crown Arbitration Award. In any event, the Debtor does not believe the Crown Arbitration Award has any legal impact on the Debtor or its assets.

V. CLASSIFICATION OF CLAIMS AND INTERESTS

A. Introduction

All Claims and Interests in the Case are classified in the Classes below. Notwithstanding any provision of the Plan, a Claim in a particular Class is entitled to receive Distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class, and only to the extent such Claim has not been paid, released, or otherwise satisfied prior to the Effective Date.

B. Classification

Claims and Interests are classified as follows:

Class 1 - Administrative Claims

Class 2 - Tax Claims

Class 3 - Priority Claims

Class 4 - Secured Claim of Lender

Class 5 - Other Secured Claims

Class 6 - General Unsecured Claims

Class 7 - Allowed Interests

C. Description, Treatment and Impairment of Claims and Interests

The Classes of Claims and Interests, as well as their treatment and an analysis of whether they are impaired or unimpaired, are described as follows:

1. Class 1 - Administrative Claims

a) Description and Treatment: Class 1 consists of all Administrative Claims. Except as may otherwise be agreed between the Reorganized Debtor and the holder of an Administrative Claim, the Reorganized Debtor will pay all Administrative Claims that are allowed as of the Effective Date in Cash in full on the Effective Date or as soon thereafter as is reasonably practicable. Subsequent to the Effective Date, the Reorganized Debtor will pay each Administrative Claim that becomes allowed following the Effective Date in Cash in full as soon as

reasonably practicable after the date the Claim is allowed, and prior to payment to any Claims or Interests in Classes 6 or 7.

b) Impairment: Class 1 is not impaired by the Plan.

2. Class 2 - Tax Claims

a) Description and Treatment: Class 2 consists of all Tax Claims, including any Tax Claims held by the United States Department of the Treasury; the State of Georgia; or other appropriate taxing authorities. To the extent that any Tax Claims have not been satisfied prior to the Effective Date, the Reorganized Debtor will pay all remaining Tax Claims in Cash in full on the Effective Date or as soon thereafter as is reasonably practicable, but in no event later than the end of five (5) years from the Petition Date. As to any Tax Claim not paid in full on the Effective Date, the holder of such Tax Claim shall also be paid an amount of interest and at a rate of interest ordered by the Court (or agreed to by the holder and the Reorganized Debtor) as being necessary to assure the holder of the Tax Claim the full value of the Tax Claim, pursuant to Section 1129(a)(9)(C) of the Bankruptcy Code. To the extent that any Class 2 Claim is allowed after the Effective Date, it will be paid in full in Cash on the next Distribution Date after the Claim is allowed or as soon thereafter as is reasonably practicable. All Class 2 Claims will be paid after Distributions have been made to Class 1, Class 3, Class 4 and Class 5 Claims existing on the Effective Date or subsequent Distribution Dates, but prior to payment of any Claims or Interests in Classes 6 or 7.

b) Impairment: Class 2 is not impaired by the Plan.

3. Class 3 - Priority Claims

a) Description and Treatment: Class 3 consists of all Priority Claims. Except as may otherwise be agreed between the Reorganized Debtor and the holder of a Priority Claim, the Reorganized Debtor will pay all Priority Claims that are allowed as of the Effective Date in Cash in full on the Effective Date or as soon thereafter as is reasonably practicable. To the extent that any Class 3 Claim is allowed after the Effective Date, it will be paid in full in Cash on the next Distribution Date after the Claim is allowed or as soon thereafter as is reasonably practicable. All Class 3 Claims will be paid prior to payment to any Claims or Interests in Classes 6 or 7.

b) Impairment: Class 3 is not impaired by the Plan.

4. Class 4 - Secured Claim of Lender

a) Description and Treatment: Class 4 consists of the Secured Claim of Lender. On or before the Effective Date, Lender will demand immediate repayment from Crown of the remaining outstanding obligation owed to Lender by Crown and the Debtor. This is expected to reduce the unpaid balance on the Secured Claim to approximately $175,000. On the Effective Date, the Lender will convert $50,000 of the Secured Claim into 100 shares of newly-issued common stock in the Reorganized Debtor. The remaining portion of the Said Secured Claim together will all interest due or to become due thereon, will be paid by the Debtor or the Reorganized Debtor on or shortly after the Effective Date.

b) Impairment: Class 4 is impaired by the Plan.

5. Class 5 - Other Secured Claims

a) Description and Treatment: Class 5 consists of all Secured Claims against the Debtor that are not included in Classes 1, 2, 3 or 4. If any Class 5 Claim has not been satisfied prior to the Effective Date, then such Class 5 Claim shall be satisfied, at the Reorganized Debtor's option, as follows: (i) by the transfer, assignment and conveyance by the Reorganized Debtor of the collateral securing such Class 5 Claim to the holder of such Claim in full and final satisfaction of such Claim, or (ii) by the sale of the collateral securing such Class 5 Claim by the Reorganized Debtor, following Designated Notice, and the payment by the Reorganized Debtor to the holder of such Claim from the net sale proceeds an amount equal to the value of such holder's interest in such collateral, in full and final satisfaction of such Class 5 Claim.

b) Impairment: Class 5 is impaired by the Plan.

6. Class 6 - General Unsecured Claims

a) Description and Treatment: Class 6 consists of all Unsecured Claims. Except for holders of Unsecured Claims who elect the alternative treatment set forth below, all holders of Allowed Unsecured Claims shall receive a single Distribution equal to 5% of their Allowed Unsecured Claims in full satisfaction of such Allowed Unsecured Claims, payable on or before December 31, 2009.

b) Alternate Treatment: The Class 6 Option: Prior to the Effective Date, holders of Unsecured Claims shall have the option of electing to receive alternative treatment with respect to their Allowed Unsecured Claims (the "Class 6 Option"). Any Holder of an Allowed Unsecured Claim who elects such

treatment shall receive Distribution(s) equal to a pro rata share of 80% of the Reorganized Debtor's Available Cash as of (i) December 31, 2010, and (ii) the date on which Montair Cap – Netherlands receives the China Retainage (the "Class 6 Option Payments"); provided, however, that no holder of an Allowed Claim shall be receive more than 100% of the amount of such Allowed Claim, without interest. The Class 6 Option Payments shall be payable on or before (i) January 31, 2011 and (ii) sixty days after the receipt of the China Retainage, respectively, and shall be in full satisfaction of such Holder's Allowed Unsecured Claim. Following the payment of the Class 6 Option Payments, the Holders of such Allowed Unsecured Claims who elected the Class 6 Option shall not receive any further Distributions in respect of their Allowed Claims.

c) Impairment: Class 6 is impaired by the Plan.

7. Class 7 - Allowed Interests

a) Distribution and Treatment. Class 7 consists of all Allowed Interests in the Debtor. On the Effective Date, Interests in the Debtor shall be cancelled. Holders of Allowed Interests shall not receive or retain any property under the Plan on account of such Interests, and no distributions or dividends will be paid with respect to the Allowed Interests.

b) Impairment: Class 7 is impaired by the Plan.

D. Provisions Relating to Class 1 and Class 2 Claims

The Plan contains provisions that set forth the treatment of Claims of a kind specified in sections 507(a)(1) and 507(a)(8) of the Bankruptcy Code. Such treatment is consistent with the requirements of section 1129(a)(9) of the Bankruptcy Code, and the holders of such Claims are not entitled to vote on the Plan. Notwithstanding any provision of the Plan, pursuant to section 1123(a)(1) of the Bankruptcy Code, Claims under sections 507(a)(1) and 507(a)(8) of the Bankruptcy Code are not designated as classes of Claims for purposes of the Plan and all references in the Plan to Class 1 and/or Class 2 Claims are for organizational purposes and convenience of reference only.

VI. MEANS FOR IMPLEMENTATION OF THE PLAN

A. Issuance of Shares in Reorganized Debtor

On the Effective Date, all existing shares of the Debtor's stock shall be cancelled, and 100 shares of new common stock (the "New Shares") in the Reorganized Debtor shall be issued

to Lender in exchange for the forgiveness of $50,000 of the Secured Claim pursuant to the Plan. Such New Shares shall constitute 100% of the common stock of the Reorganized Debtor.

B. New or Amended Articles of Incorporation and By-Laws

On or about the Effective Date, new articles of incorporation and by-laws shall be prepared for the Reorganized Debtor, or existing articles of incorporation and by-laws of the Debtor shall be amended, consistent with the Plan; provided, however, that any such new or amended articles of incorporation shall contain a provision prohibiting the issuance of nonvoting equity securities and otherwise be consistent with the requirements of section 1123(a)(6) of the Bankruptcy Code.

C. Vesting of the Debtor's Assets in the Reorganized Debtor

Pursuant to the Plan, all property of the Estate, including without limitation all cash on hand, accounts receivable, contract rights, intellectual property and the Debtor's ownership interest in the Debtor's subsidiaries, shall vest automatically in the Reorganized Debtor on the Effective Date (without the necessity of executing any instruments of assignment) free and clear of all liens, Claims and Interests, except as specifically provided in the Plan or Confirmation Order.

D. Operation and Management of the Reorganized Debtor

The Reorganized Debtor shall continue in business following the Effective Date. The Reorganized Debtors may engage in whatever business its management determines is appropriate; provided, however, that the Reorganized Debtor shall use its best efforts to assist Montair Cap – Netherlands in completing the Contracts and realizing payment under the Contracts. The Reorganized Debtor shall hold any funds received under the Contracts, less reasonable and necessary expenses, as Available Cash pending Distribution to creditors as specified in the Plan. The officers, directors and employees of the Reorganized Debtor shall be responsible for, among other things, overseeing and assisting Montair Cap – Netherlands in completing the Contracts, resolving issues with respect to the Contracts as they arise, satisfying obligations under the Contracts, pursuing any collections that may be necessary under the Contracts, and ensuring that payments are timely received and credited.

The initial Board of Directors of the Reorganized Debtors shall consist of Michael P. Marshall, Tom Van Remmen and Randall Morgan. The Board of Directors shall determine the officers of the Reorganized Debtors, provided, however, that (a) the initial Chief Executive Officer of the Reorganized Debtor shall by Michael P. Marshal, who shall not receive a salary from the Reorganized Debtor until the Distributions to the creditors specified in the Plan have been completed, (b) the initial President of the Reorganized Debtor shall be Tom Van Remmen, who will receive an initial annual salary of $175,000, and (c) the initial Vice-President and Chief Financial Officer of the Reorganized Debtor shall be Randall Morgan, who shall receive an

initial annual salary of $99,970.00. Both Van Remmen and Morgan may also receive such benefits as determined by the Board of Directors.

E. Billing and Collection of Accounts Receivable

Among other things, the Reorganized Debtor is and shall be authorized to: (i) complete the billing of the Debtor's current or former customers for services rendered or products delivered either before or after the Petition Date; (ii) send correspondence to the Debtor's current or former customers requesting payment of all amounts outstanding, due and payable to the Debtor or the Estate; and (iii) take any other actions that are reasonable, desirable or appropriate in connection with collecting the outstanding Accounts Receivable (including employing collection agencies and/or filing and prosecuting lawsuits).

F. Maintenance of Bank Accounts

The Reorganized Debtor shall have the authority and responsibility to make payments and disburse the assets of the Estate to the holders of Allowed Claims in accordance with the terms of the Plan. The Reorganized Debtor shall be entitled to use the Debtor's or the Estate's bank accounts that are in existence as of the Effective Date and shall be authorized to open such bank or other depository accounts as may be necessary or appropriate in the discretion of the Reorganized Debtor to enable it to carry out the provisions of the Plan or to operate its business.

The Reorganized Debtor shall prepare and maintain an adequate set of financial books, records or data bases that will allow the Reorganized Debtor to accurately track the amount of Claims asserted against the Estate and the amount paid to each holder of Allowed Claim pursuant to the terms of the Plan. Following the Effective Date, the Reorganized Debtor shall make Distributions to the holders of Allowed Claims in accordance with the terms of the Plan.

G. Administration of Claims

By Order entered February 10, 2005, the Court established April 1, 2005 as the Bar Date by which all proofs of claim were required to be filed in the Case. The Debtor has reviewed and negotiated settlements with respect to certain of the filed proofs of claim. Subsequent to the Effective Date, the Reorganized Debtor shall continue the process of reviewing the filed proofs of claim and auditing these Claims with regard to (i) the supporting documents evidencing the Claims; (ii) the appropriateness of the characterization of each Claim; (iii) the amount of the Claim as set forth in the proof of claim; (iv) the extent to which the Debtor originally Scheduled the Claim as contingent, disputed or unliquidated; and (v) whether the proof of claim is otherwise valid, permissible, due and payable under the Bankruptcy Code and applicable state law. Following the Confirmation Date, the Reorganized Debtor shall complete its review of the Claims and shall initiate, file and prosecute any and all actions as it deems necessary and appropriate to dispute, disallow, object to or otherwise quantify the Claims against the Estate. All Claims Litigation, including actions that arise out of the amount of a submitted Claim or any

objection to a submitted Claim, shall vest with the Estate and shall be prosecuted solely under the direction and control of the Reorganized Debtor. The Reorganized Debtor shall take actions regarding the administration, reconciliation and settlement of Claims, and may object to Claims and prosecute such objections. All objections to Claims shall be filed no later than ninety (90) days after the Effective Date, unless ordered otherwise by the Court. **THE FAILURE TO OBJECT TO ANY CLAIM PRIOR TO THE COMMENCEMENT OF THE HEARING ON CONFIRMATION OF THE PLAN SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO OBJECT THEREAFTER TO SUCH CLAIM IN WHOLE OR IN PART FOR THE PURPOSE OF DISTRIBUTION.**

H. Pursuit of Avoidance Actions

As of the Effective Date, the Avoidance Actions shall remain a part of the Estate. The Reorganized Debtor shall have full, exclusive and complete authority, on behalf of the Debtor and the Estate, to pursue and prosecute such Avoidance Actions based upon the Reorganized Debtor's assessment of the net benefit expected to be received by the Estate in connection therewith (taking into account the costs and expenses projected to be incurred in connection therewith, the likelihood of success on the merits, and the range of potential recoveries to be received by the Estate). The Reorganized Debtor shall be authorized to designate or retain such professional persons as the Reorganized Debtor may deem necessary or desirable to evaluate and prosecute these Avoidance Actions, including the professional persons identified in Section H below. **ALL AVOIDANCE ACTIONS SHALL SURVIVE CONFIRMATION, AND THE ASSERTION OF AVOIDANCE ACTIONS SHALL NOT BE BARRED OR LIMITED BY ANY ESTOPPEL, WHETHER JUDICIAL, EQUITABLE OR OTHERWISE.** Notwithstanding the foregoing, however, applicable statute of limitations has presumably expired for all or substantially all of the Avoidance Action. Thus, the Debtor does not anticipate any recovery from any Avoidance Actions. To the extent there is any recovery from any Avoidance Action, any such recovery amount will be added to the Available Cash.

I. Compromise of Disputed Claims and Accounts Receivable

Subsequent to the Effective Date, the Reorganized Debtor shall have the authority to compromise, settle and resolve any Disputed Claim that was originally asserted in an amount less than $50,000 upon such terms and conditions as the Reorganized Debtor deems appropriate and in the best interests of the Estate. Any such compromise and settlement shall be deemed final and binding upon all parties in interest in the Case. The Reorganized Debtor shall be released from any obligation to provide notice to or file and serve pleadings upon any such parties in interest, and shall be released from any requirement to obtain Court approval in connection with compromising these claims.

With respect to any Disputed Claim that was originally asserted in an amount that equals or exceeds $50,000, the Reorganized Debtor shall have the authority to compromise and settle any such Claim on such terms as the Reorganized Debtor deems appropriate and in the best

interests of the Estate, subject to providing Designated Notice of any such proposed compromise and a reasonable opportunity to object thereto. If a party in interest files a written objection with the Court in the Case with respect to any proposed compromise of any Disputed Claim and serves a copy of said objection upon the Reorganized Debtor and his counsel within 10 days from the service of Designated Notice of the proposed compromise, then the Court shall schedule a hearing with respect to said objection. The Reorganized Debtor may file a single motion to compromise more than one Claim, which shall specify, with regard to each such Claim to be compromised:

(1) the holder of said Claim against the Estate;
(2) the original asserted amount of said Claim;
(3) the proposed allowed amount of such Claim or the proposed amount to be paid to the holder of said Claim in full and final satisfaction of said Claim; and
(4) the basis for said compromise.

With regard to the Accounts Receivable, the Reorganized Debtor shall have the authority to compromise and settle the amounts due on said Accounts Receivable, and fully resolve said Accounts Receivable upon such terms as the Reorganized Debtor deems appropriate and in the best interests of the Estate. Any such compromise and settlement shall be deemed final and binding upon all parties in interest in the Case. The Reorganized Debtor shall be released from any obligation to provide notice to or file and serve pleadings upon any such parties in interest, and shall be released from any requirement to obtain Court approval, in connection with compromising the Accounts Receivable.

J. Retention of Employees and Agents

After the Effective Date, the Reorganized Debtor shall have the authority, without the necessity of obtaining any approval from the Court or providing notice to any party in interest, to retain and compensate such employees, professional persons and agents as the Reorganized Debtor may deem necessary or desirable to complete (i) the collection of the Accounts Receivable; (ii) the liquidation of the Debtor's assets; (iii) the administration of Claims; (iv) the Distributions described herein and administration of the Estate and (v) the operation of the Reorganized Debtor's business. Without limiting the generality of the foregoing, the Reorganized Debtor shall be entitled to employ or to cause the Debtor to employ (i) Scroggins & Williamson, (ii) Thomas Van Remmen, (iii) Randall Morgan, and (iv) Tanya Wilkins.

With respect to Thomas Van Remmen, on or before the Effective Date the Reorganized Debtor shall enter into an employment contract with him that substantially conforms with the form of employment contract attached to hereto as Exhibit C.

K. Authority to Sell the Debtor's Remaining Assets or Merge with Subsidiaries

The Debtor does not currently have any intention of selling any assets of the Estate other than in the ordinary course of business. Nor does the Debtor currently have any intention of merging with any of its subsidiaries. On and after the Effective Date, however, the Reorganized Debtor shall have authority, but not the obligation, to liquidate and sell any or all remaining assets of the Estate, including the any or all of the shares of either of its subsidiaries, or to merge with its subsidiaries. The Reorganized Debtor shall have authority to consummate such sales or mergers on such terms as the Reorganized Debtor deems appropriate and in the best interests of the Estate, subject to providing Designated Notice of any proposed sale or merger outside the ordinary course of business and a reasonable opportunity to object thereto. If a party in interest files a written objection with the Court in the Case with respect to any proposed sale or merger, and serves a copy of said objection upon the Reorganized Debtor and his counsel, within 10 days from the service of Designated Notice of the proposed sale, then the Court shall schedule a hearing with respect to said objection. Any net funds received by the Debtor from any such sale or merger shall be held as Available Cash pending distribution as specified under the Plan.

L. Continued Existence

The Reorganized Debtor's existence as a corporation shall continue on and after the Effective Date and until the Reorganized Debtor is dissolved by the Georgia Secretary of State. From and after the Effective Date, the Reorganized Debtor shall have the sole right and authority to control and direct the activities of the Reorganized Debtor and the Estate.

M. Exclusive Right to Modify Plan

The Debtor shall retain the exclusive right to amend or modify the Plan, and to solicit acceptances of any amendments to, or modifications of, the Plan until and including the Confirmation Date.

N. Effectuating Documents; Further Transactions

The Reorganized Debtor shall be authorized to execute, deliver, file and/or record such contracts, instruments, releases, indentures and other agreements or documents, and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. On the Effective Date the Reorganized Debtor shall be deemed, by operation of law and the Confirmation Order and without need for any action by any person affiliated with the Debtor or any officer or director of the Debtor, to hold an irrevocable power of attorney on behalf of the Debtor and the Estate and with respect to all assets of the Debtor, the Reorganized Debtor and the Estate.

O. U.S. Trustee Fees

Notwithstanding any provisions of the Plan, the Reorganized Debtor shall cause to be paid any and all fees of the Office of the United States Trustee as and when such fees become due.

VII. RISK FACTORS

As with any proposed plan of reorganization under Chapter 11 of the Bankruptcy Code, there is no guarantee that the Plan will succeed or that the Distributions projected to be made to creditors under the Plan will be made in the amounts or at the times indicated in this Disclosure Statement. Among the risk factors that might negatively impact the Reorganized Debtor's ability to make the Distributions projected herein are the following:

A. Saudi Contract.

Montair Cap – Netherlands might be unable to satisfactorily complete its obligations under the Saudi Contract on a timely basis to the satisfaction of BeeA'h or as required under the Saudi Contract. BeeA'h has already made a claim for liquidated damages under the Saudi Contract, and, even if Montair Cap – Netherlands satisfies its obligations under the Saudi Contract, BeeA'h could conceivably make a claim on the performance bond or fail to pay the retainage or other amounts owed to Montair Cap – Netherlands under the Saudi Contract. Even if all amounts are timely paid to Montair Cap – Netherlands under the Saudi Contract, it is possible that Montair Cap – Netherlands will be unable to transfer such funds to the Debtor due to legal, regulatory, economic or other reasons.

B. China Contract.

Montair Cap - Netherlands might be unable to satisfactorily complete its obligations under the China Contract on a timely basis to the satisfaction of Dow - China or as required under the China Contract. Even if Montair Cap – Netherlands satisfies its obligations under the China Contract, Dow - China might fail to pay any or all of the China Retainage or other amounts owed to Montair Cap – Netherlands under the China Contract. Even if all amounts are timely paid to Montair Cap – Netherlands under the China Contract, it is possible that Montair Cap – Netherlands will be unable to transfer such funds to the Debtor due to legal, regulatory, economic or other reasons.

C. Liquidity Issues.

Although the Debtor projects sufficient liquidity to complete the Contracts and meet its obligations under the Plan, it is possible that the Debtor or the Netherland Subsidiaries will experience cash flow shortfalls that prevent them from completing their obligations under the Contracts on a timely basis, if at all, continue as going concerns, or making Distributions under the Plan.

D. Litigation Risk.

The Debtor or the Netherland Subsidiaries could become embroiled in litigation or some other action that could delay or otherwise impair their ability to complete the Contracts, continue as going concerns or make Distributions under the Plan.

E. The Arbitration Awards.

Although the Debtor does not believe that either the Andersen Arbitration Award or the Crown Arbitration Award are enforceable for the reasons discussed in Section III.L. of this Disclosure Statement, it is conceivable that Indah Kiat might attempt to enforce one or both of these awards against Crown, the Debtor or the Netherland Subsidiaries, and that one or more jurisdictions might recognize the award; if so, this could result in the inability of the Montair Cap – Netherlands to complete one or both of the Contracts, to collect under such Contracts or to transfer funds to the Debtor. In addition, any such action could impact the Debtor's ability to continue as a going concern or make the Distributions under the Plan.

F. Key Employees.

If certain key employees of the Debtor do not continue with the Reorganized Debtor, die or become physically or mentally impaired, Montair Cap – Netherlands might be unable to complete its obligations under one or both of the Contracts and the Debtor would likely be unable to continue as a going concern or make the Distributions under the Plan.

G. Exchange Rate Risk.

The payment obligations under the Contracts are in Euros. Any fluctuation in the exchange rate between US Dollars and Euros could impact Montair Cap – Netherlands ability to perform under the Contracts or the amount of US Dollars available for Distribution under the Plan.

The above risk factors are intended to be illustrative only. There might be additional risk factors that could negatively impact the Debtor's ability to continue as a going concern or make the Distributions under the Plan.

VIII. ACCEPTANCE OR REJECTION OF THE PLAN

A. Classes Entitled to Vote

Each impaired Class shall be entitled to vote to accept or reject the Plan. Each unimpaired Class of Claims shall be deemed to have accepted the Plan, and shall not be entitled to vote to accept or reject the Plan.

B. Class Acceptance Requirement

Under Section 1126(c) of the Bankruptcy Code, an impaired Class of Claims has accepted the Plan if the holders of at least two-thirds (⅔) in dollar amount and more than one-half (½) in number of the Allowed Claims of such Class who have voted on the Plan have voted to accept the Plan.

C. Cramdown

The Debtor has requested confirmation pursuant to the "cramdown" provisions of Section 1129(b) of the Bankruptcy Code with respect to any impaired Class that votes to reject the Plan.

D. Claim Designation

The Debtor reserves the right to seek to designate, pursuant to Section 1126(e) of the Bankruptcy Code, any Claim holder whose vote on the Plan was submitted for an improper purpose or was otherwise not submitted in good faith.

IX. PROVISIONS REGARDING DISTRIBUTIONS

A. Dates of Distributions

The Reorganized Debtor shall make the Distributions under the Plan to those holders of Allowed Claims on or about the dates set forth in Section V.C. above. It is anticipated that all Distributions will be completed on or before September 30, 2011.

B. Interest on Claims

Other than the Lender's Secured Claim, or except as provided in a Cash Collateral Order entered in the Case or as otherwise expressly provided in the Plan, no holder of any Claim shall be entitled to interest accruing on or after the Petition Date on such Claim, and interest shall not accrue or be paid upon any Disputed Claim with respect to the period from the Petition Date to the date a final Distribution is made thereon if and after such Disputed Claim, or any part thereof, becomes an Allowed Claim.

C. Means of Payment

All payments made pursuant to the Plan shall be in Cash and by any means reasonably selected by the Reorganized Debtor, including check or wire transfer.

D. Duties of Reorganized Debtor

The Reorganized Debtor is authorized to make all payments and Distributions provided for under the Plan. The Reorganized Debtor will have responsibility for determining pro rata Distributions (as necessary) and sending such Distributions to the appropriate holders of Claims. The Debtor, the Reorganized Debtor, the Estate, and the officers, directors, attorneys and other agents of the foregoing shall incur no liability for their respective actions (or failures to act) or conduct pursuant to the Plan except to the extent attributable to their reckless conduct, willful misconduct or gross negligence. Notwithstanding any provision of the Plan to the contrary, Distributions may be deferred or delayed in the discretion of the Reorganized Debtor for a reasonable time in the event that such deferral is necessary to permit investments to reach maturity, in the event that additional time is needed to make a proper Distribution or in the event that the receipt of additional funds is necessary to make meaningful payments.

E. Rounding

Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding of such fraction down to the nearest whole cent.

F. Unclaimed Property

"Unclaimed Property" means any funds payable to holders of Claims which are unclaimed. Unclaimed Property shall include (a) checks (and the funds represented thereby) which have been returned as undeliverable without a proper forwarding address, (b) funds for checks which have not been presented and paid within ninety (90) days of their issuance, and (c) checks (and the funds represented thereby) which were not mailed or delivered because of the absence of a proper address to mail or deliver such property. Unclaimed Property shall be held in an "Unpaid Claims Reserve" to be held for the benefit of the holders of Allowed Claims or Interests entitled thereto under the terms of the Plan. For a period of 180 days after a Distribution is made to a claimant or interest holder on account of which Unclaimed Property first results (said period being hereinafter referred to as the "Claiming Period"), Unclaimed Property shall be held in the Unpaid Claims Reserve solely for the benefit of the holders of Allowed Clams who have failed to claim such property. During the Claiming Period, Unclaimed Property due the holder of an Allowed Claim shall be released from the Unpaid Claims Reserve and delivered to such holder upon presentation of proper proof by such holder of its entitlement thereto. In the event that there is Unclaimed Property in the Unpaid Claims Reserve with regard to any Claim, the Reorganized Debtor shall, until such Unclaimed Property is claimed or the Claiming Period with regard to the holder of such Claim has expired, make all subsequent Distributions due with regard to such Claim to the Unpaid Claims Reserve. Prior to any Distributions being made and during the Claiming Period, the Debtor and the Reorganized Debtor shall use its reasonable best efforts to determine valid and current addresses for the holders of Allowed Claims. After the Claiming Period has expired, no subsequent Distributions shall be made on account of any remaining Claim, and such Claim shall be treated as being disallowed, waived, and satisfied. At the end of the Claiming Period, the holder of an Allowed Claim theretofore entitled to Unclaimed Property shall cease to be entitled thereto and the

Unclaimed Property shall become property of the Reorganized Debtor. These provisions shall apply without regard to any applicable non-bankruptcy laws with respect to unclaimed property. The Unpaid Claims Reserve may be maintained in an interest bearing account. All interest earned thereon shall be property of the Reorganized Debtor, and no holder entitled to funds from the Unpaid Claims Reserve shall be entitled to interest with regard to the amounts due to such holder.

G. Withholding Taxes

The Reorganized Debtor shall be entitled to deduct any federal or state withholding taxes from any Settlement Payments or Distributions made with respect to Allowed Claims or Interests, as appropriate, and shall otherwise comply with §346 of the Bankruptcy Code.

X. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejection of Contracts and Leases

To the extent that, as of the Confirmation Date, the Debtor has any remaining executory contracts or unexpired leases that have not been previously assumed or rejected, then all such remaining executory contracts or unexpired leases shall be deemed rejected as of the Effective Date.

B. Bar to Rejection Damages

If the Debtor rejects an executory contract or unexpired lease pursuant to the Plan and such rejection results in a Claim that has not theretofore been evidenced by a timely filed proof of claim or a proof of claim that is deemed to be timely filed under applicable law, then any person seeking to assert such a Claim shall file with the Court, and serve upon the Reorganized Debtor, a proof of claim within thirty (30) days from the Effective Date. Any person seeking to assert such a Claim who fails to file a proof of claim within this thirty (30) day period shall be deemed to have waived said Claim, and it shall be forever barred.

XI. CONDITIONS PRECEDENT

Each of the following conditions must occur and be satisfied on or before the Effective Date for the Plan to be effective on the Effective Date (provided that the Debtor may agree to waive any one or more of the following conditions):

A. The Confirmation Order

The Confirmation Order shall have been signed by the Court and duly entered on the docket of the Case by the Clerk of the Court in a form and substance reasonably acceptable to the Debtor; and

B. Cash Collateral Order

Either the Confirmation Order shall have become a Cash Collateral Order or there shall not be any stay in effect with respect to the Confirmation Order and the Confirmation Order shall not have been vacated, reversed, modified or amended in any material respects without the prior written consent of the Debtor.

XII. MODIFICATIONS AND AMENDMENTS

The Debtor reserves the right to alter, amend or modify the Plan as contemplated by Section 1127 of the Bankruptcy Code. The Plan may be modified, before or after Confirmation, without notice or hearing, or on such notice and hearing as the Court deems appropriate, if the Court finds that the proposed modification does not materially and adversely affect the rights of any parties in interest which have not had notice and an opportunity to be heard with regard to the proposed modification. Without limiting the foregoing, the Plan otherwise may be modified after notice and hearing. In the event of any modification at or before Confirmation, any votes in favor of the Plan shall be deemed to be votes in favor of the Plan as modified, unless the Court finds that the proposed modification materially and adversely affects the rights of the parties in interest that cast said votes.

XIII. RETENTION OF JURISDICTION

A. The Court's Retention of Jurisdiction

After the Confirmation Date, the Court shall retain exclusive jurisdiction over the Reorganized Debtor, the Estate and the Case until the case is closed, for the following purposes:

1. to hear and determine any and all pending or future proceedings regarding the allowance, disallowance or subordination of Claims or regarding the Debtor's, Reorganized Debtor and the Estate's rights of recoupment and/or setoff;

2. to consider and act on the compromise and settlement of any Claim against the Debtor, or any Avoidance Action asserted on behalf of the Estate; provided, however, that there shall be no requirement that the Debtor or the Reorganized Debtor seek Court approval of compromises and settlements except as provided herein;

3. to hear and determine all pending or future controversies, suits and disputes that may arise under the Plan, including controversies arising in connection with the interpretation or construction of the Plan or any documents intended to implement the provisions of the Plan;

4. to hear and determine any and all applications of professional persons for the allowance of compensation and reimbursement of expenses incurred prior to or on the Confirmation Date;

5. to hear and determine any and all pending applications or motions for rejection of executory contracts or unexpired leases to which the Debtor is a party, or with respect to which the Debtor may be liable, and to hear and determine, if necessary, and to fix the allowance of, any and all Claims arising from the rejection of executory contracts and unexpired leases pursuant to the Plan or otherwise;

6. to consider and rule upon any proposed modifications of the Plan;

7. to correct any defect, cure any omission or reconcile any inconsistency in the Plan or in any order of the Court, including the Confirmation Order, as may be necessary to carry out the purposes and intent of the Plan and to implement and effectuate the Plan;

8. to determine such other matters that may be provided for in the Confirmation Order or other orders of the Court, all as authorized under the provisions of the Bankruptcy Code or any other applicable law;

9. to enforce all orders, judgments, injunctions, and rulings entered in connection with the Case;

10. to hear and determine all applications, adversary proceedings, disputes, controversies and contested matters arising under Chapter 11 of the Bankruptcy Code or arising in or related to the Case, including matters related to any claim or Avoidance Action to be pursued for the benefit of the Estate, whether such claim or Avoidance Action is filed prior to or after the Confirmation Date;

11. to hear and determine disputes and controversies regarding title to property of the Estate or the Debtor;

12. to issue such orders as may be necessary or appropriate in aid of Confirmation, and to facilitate consummation of the Plan, including orders requiring parties to fulfill their obligations as specified in the Plan; and

13. to consider and act upon any claim or cause of action by or against the Debtor or the Reorganized Debtor, or their respective agents, attorneys, financial advisers, or representatives, arising under or in connection with the Case or the Plan.

B. Automatic Stay

The automatic stay arising out of Section 362(a) of the Bankruptcy Code shall continue in full force and effect until the final Distribution provided under the Plan and the Debtor and the Estate shall be entitled to all of the protections afforded thereby. The Court shall have the power to grant such additional and supplemental stays as may be necessary or appropriate to protect and preserve the assets of the Debtor and/or the Estate or to permit the just and orderly administration of the Estate. All assets of the Estate shall remain property of the Estate or the Reorganized Debtor until distributed in accordance with the Plan, and no entity shall at any time have any claim to or interest in any asset of the Estate except to the extent that such entity is the holder of an Allowed Claim entitled to Distributions under the Plan.

XIV. INJUNCTION

The Confirmation Order shall, on the Effective Date, operate as an injunction against any act against the Estate, the Debtor or the Reorganized Debtor (or their assets) to initiate, prosecute, enforce, liquidate, collect or otherwise assert any Claim against the Estate, the assets of the Estate, the Debtor or the Reorganized Debtor, except as provided in the Plan. Any act taken in violation of this injunction shall be null and void. On and after the Confirmation Date, the provisions of the Plan shall be binding upon the Debtor, the Reorganized Debtor, the Estate, all holders of Claims, all holders of Interests and all other parties in interest in the Case, in each case whether or not such entities are impaired and whether or not such entities have accepted the Plan.

XV. LIMITATION OF LIABILITY

Neither the Debtor, the Reorganized Debtor nor any of their respective shareholders, members, employees, agents, advisors, attorneys or financial advisers shall have or incur any liability to any holder of a Claim or any other party in interest for any act or omission in connection with, relating to, or arising out of, the Case, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Estate and the Distribution of property under the Plan, except for their gross negligence or willful misconduct, and in all respects they shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. Nothing herein shall be construed, however, to relieve the Debtor or the Reorganized Debtor, or any party, from performing their respective obligations under the Plan.

XVI. CONFIRMATION AND CONSUMMATION PROCEDURE

A. General Information

All persons entitled to vote under the Bankruptcy Code on the Plan may cast their votes for or against the Plan. As a condition to confirmation of the Plan, the Bankruptcy Code requires

that one Class of impaired Claims or Interests vote to accept the Plan. Holders of Claims or Interests who fail to vote are not counted as either accepting or rejecting a plan. Voting is accomplished by completing, dating, signing and filing the ballot form. Ballot forms will be distributed to all creditors entitled to vote on the Plan. The ballot form will indicate (i) where the ballot is to be filed and (ii) the deadline by which creditors must cast their ballots.

B. Solicitation of Acceptances

This Disclosure Statement has been approved by the Court as containing "adequate information" to permit creditors and equity interest holders to make an informed decision whether to accept or reject the Plan. This Disclosure Statement is provided to each holder of an Allowed Claim, and is intended to assist creditors in evaluating the Plan and in determining whether to accept or reject the Plan. Under the Bankruptcy Code, your acceptance of the Plan may not be solicited unless you receive a copy of this Disclosure Statement prior to, or concurrently with, such solicitation.

C. Persons Entitled to Vote on the Plan

All persons holding Claims or Interests impaired by the Plan may vote on the Plan. In determining acceptance of the Plan, votes will only be counted if submitted by a holder of an Allowed Claim, as defined by the Plan. The ballot form that you receive does not constitute a proof of claim. If you are in any way uncertain whether your Claim has been correctly Scheduled or is an Allowed Claim, you should check the Debtor's Schedules, which are on file in the Court for review by the general public.

D. Confirmation Hearing

The Court will set a Confirmation Hearing to determine whether the Plan has been accepted by the requisite number of creditors and whether the other requirements for confirmation of the Plan have been satisfied. Each creditor will receive notice of the Confirmation Hearing.

E. Acceptances Necessary to Confirm the Plan

At the Confirmation Hearing, the Court shall determine, among other things, whether the Plan has been accepted by each impaired Class. Under Section 1126 of the Bankruptcy Code, an impaired class of creditors is deemed to accept the Plan if at least two-thirds in amount and more than one-half in number vote to accept the Plan. Further, unless there is unanimous acceptance of the Plan by an impaired class, the Court must also determine that Class members will receive property with a value, as of the Effective Date of the Plan, that is not less than the amount that such Class member would receive or retain if the Debtor was liquidated as of the Effective Date of the Plan under Chapter 7 of the Bankruptcy Code.

F. Confirmation of Plan Without Acceptances By All Impaired Classes

The Bankruptcy Code provides that the Plan may be confirmed even if it is not accepted by all impaired classes. In order to be confirmed without the requisite number of acceptances of each impaired Class, the Court must find that at least one impaired Class has accepted the Plan without regard to the acceptances of insiders, and the Plan does not discriminate unfairly against, and is otherwise fair and equitable, to such impaired Class. In connection therewith, the Debtor shall be allowed to modify the proposed treatment of the Allowed Claims in any Class that votes against the Plan consistent with Section 1129(b)(2) of the Bankruptcy Code.

G. Considerations Relevant to Acceptance of the Plan

The Debtor's recommendation that all creditors should vote to accept the Plan is premised upon the Debtor's view that the Plan is preferable to other available alternatives for liquidation of the Debtor's Estate. It appears unlikely to the Debtor that an alternate plan of liquidation can be proposed that would provide for payments in an amount equal or greater than the amounts proposed under the Plan. If the Plan is not accepted, it is likely that the interests of all creditors will be further diminished.

XVII. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

The Debtor has analyzed whether a liquidation of its remaining assets by a Chapter 7 Trustee, who is unfamiliar with the Debtor, its business, and the relevant industry, would result in a higher return to the creditors of the Estate than an orderly liquidation by the Debtor and the Reorganized Debtor. As set forth on Exhibit "A" hereto, the Debtor has concluded that a Chapter 7 liquidation would result in a net return to creditors that is considerably lower than the net return to creditors that can realistically be realized through the Plan. Since its Chapter 11 filing in December of 2004, the Debtor has continued to support and operate the Montair Cap - Netherlands subsidiary and during this period has been successful in significantly increasing the revenues of this operation. At present, Montair Cap - Netherlands is engaged in the performance under the Contracts described herein. The Debtor believes that if it continues assisting the subsidiary a significant level of revenue and earnings performance should be realized over the next two years. In contrast, the Debtor believes that Chapter 7 would result in substantial diminution in the value to be realized by holders of Claims because:

1. any successor Chapter 7 Trustee will not have the relevant knowledge of the Debtor's operations, the operations of the Debtor's subsidiaries, or the relevant industry that would be necessary to preserve the value of the operations of the Debtor and its subsidiaries;

2. the substantial additional administrative expenses that would be required in order for a Chapter 7 Trustee to retain new attorneys, accountants and other

professionals, who are unfamiliar with the Debtor and the Case and who would also have to learn about the Debtor, its business and the environmental industry; and

3. the conversion of the Case to Chapter 7 would likely result in the liquidation of Montair – Netherlands, which would result in the default under the Saudi Contract and the China Contract, including the forfeiture of performance guarantees in the amount of approximately Eur 1.5 million. In addition, there would almost certainly be follow-on litigation involving complex technical and commercial issues that likely could not be effectively addressed by an individual or group that was not intimately familiar with the Debtor, Montair Cap - Netherlands and the environmental industry.

Consequently, the Debtor believes that the Plan, which provides for the continuation of the operations of the Debtor and its subsidiaries by individuals familiar with the Debtor, its subsidiaries and the environmental industry, provides a substantially greater return to holders of Claims than would liquidation by a new Chapter 7 Trustee who is unfamiliar with this case, the Debtor or the relevant industry.

XVIII. FEDERAL INCOME TAX ASPECTS

NO RULINGS HAVE BEEN REQUESTED, AND NONE WILL BE SOUGHT, FROM THE INTERNAL REVENUE SERVICE IN RESPECT OF ANY ASPECT OF THE PLAN, AND NO OPINION OF COUNSEL WILL BE SOUGHT AS TO ANY ASPECT OF THE PLAN. THE FEDERAL INCOME TAX CONSEQUENCES OF BANKRUPTCY TO THE DEBTOR AND ITS CREDITORS AND SHAREHOLDERS ARE EXTREMELY COMPLEX. ACCORDINGLY, HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO CONSULT THEIR TAX ADVISORS CONCERNING THE INDIVIDUAL TAX CONSEQUENCES OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING STATE AND LOCAL TAX CONSEQUENCES.

XIX. CONCLUSION

Based on the foregoing analysis of the Debtor, its remaining assets and the Plan, the Debtor believes that the best interests of all parties would be served through confirmation of the Plan.

ALL CREDITORS ARE URGED TO VOTE TO "ACCEPT" THE PLAN.

[Signatures on Following Page]

This 14th day of September, 2009.

ANDERSEN 2000 INC.

By: /s/ Thomas Van Remmen
Thomas Van Remmen, President

/s/ J. Hayden Kepner, Jr.
J. ROBERT WILLIAMSON
Georgia Bar No. 765214
J. HAYDEN KEPNER, JR.
Georgia Bar No. 416616
Scroggins & Williamson
1500 Candler Building
127 Peachtree Street, N.E.
Atlanta, GA 30303
Counsel for the Debtor
(404) 893-3880

EXHIBIT A

LIQUIDATION ANALYSIS

Anderson 2000/Montair Anderson/Montair Gas Engineering
Liquidation Value Estimate

Liquidation Analysis:

	Under the Plan	Chapter 7 Liquidation	
Assets			
Available Cash	3,441,955	355,348	
Accounts Receivable	0	0	
Avoidance Actions	0	0	
Total	3,441,955	355,348	
Secured/Priority			
Lender	225,000	225,000	
Administrative/Priority	130,000	1,725,871	(See note 3 below)
Costs of Chapter 7 Liquidation	0	430,000	(See note 2 below)
Total	355,000	2,380,871	
Projected Amount Available for Distribution	3,086,955	0.00	
80% Distribution per Plan	2,469,564		
Unsecured	2,739,496	2,739,496	
Projected Distribution to Unsecureds	90.15%	0.00%	

Key Assumptions:

1. Assumes that the business continues to operate through 2010 with only the China and the Saudi Arabian projects. Cash backing the Saudi performance guarantee ($2,105,200) becomes available in November 2010 and the $1,282,500 receivable becomes available on the China project in July 2011.

2. Costs of Chapter 7 Liquidation includes $300,000 for Netherlands legal expenses.

3. Includes $108,000 for wind-up costs for the business, $552,286 for Saudi contract payables, $975,585 for China contract payables and $90,000 for post petition commission charges.

EXHIBIT B

CASH FLOW SUMMARY

Andersen 2000 Inc.
Cash Flow Summary 29-Jul-09
Nov 1, 2009 - Dec 31, 2010

Date	USD Balance	Receipts	Disbursements
Fwd	164,790	-	-
Nov-09	1,261,829	1,845,472	(748,433)
Dec-09	387,086	120,695	(995,439)
Jan-10	756,768	614,843	(245,160)
Feb-10	1,495,495	1,118,887	(380,160)
Mar-10	1,189,254	44,287	(350,528)
Apr-10	993,781	44,287	(239,760)
May-10	826,658	44,287	(211,410)
Jun-10	659,534	44,287	(211,410)
Jul-10	492,411	44,287	(211,410)
Aug-10	345,538	44,287	(191,160)
Sep-10	245,915	44,287	(143,910)
Oct-10	102,005	-	(143,910)
Nov-10	2,063,115	2,105,020	(143,910)
Dec-10	1,817,955	-	(245,160)

Andersen 2000 Inc.
Cash Flow Summary 29-Jul-09
Nov 1, 2009 - Dec 31, 2010
EURO 1.35

Consolidated			
Date	Balance	Receipts	Disbursmt
Fwd	122,067	-	-
Nov-09	934,688	1,367,016	(554,395)
Dec-09	286,730	89,404	(737,362)
Jan-10	560,569	455,439	(181,600)
Feb-10	1,107,774	828,805	(281,600)
Mar-10	880,929	32,805	(259,650)
Apr-10	736,134	32,805	(177,600)
May-10	612,339	32,805	(156,600)
Jun-10	488,544	32,805	(156,600)
Jul-10	364,749	32,805	(156,600)
Aug-10	255,954	32,805	(141,600)
Sep-10	182,159	32,805	(106,600)
Oct-10	75,559	-	(106,600)
Nov-10	1,528,233	1,559,274	(106,600)
Dec-10	1,346,633	-	(181,600)

BeeA'h (Saudi Contract)			
Date	Balance	Receipts	Disbursmt
Fwd	(603,960)	-	-
Nov-09	(762,512)	28,299	(186,851)
Dec-09	(1,008,163)	56,599	(302,250)
Jan-10	(935,529)	122,634	(50,000)
Feb-10	(289,529)	796,000	(150,000)
Mar-10	(339,529)	0	(50,000)
Apr-10	(385,529)	-	(46,000)
May-10	(410,529)	-	(25,000)
Jun-10	(435,529)	-	(25,000)
Jul-10	(460,529)	-	(25,000)
Aug-10	(485,529)	-	(25,000)
Sep-10	(510,529)	-	(25,000)
Oct-10	(535,529)	-	(25,000)
Nov-10	998,745	1,559,274	(25,000)
Dec-10	898,745	-	(100,000)

DOW (China Contract)			
Date	Balance	Receipts	Disbursmt
Fwd	726,027	-	-
Nov-09	1,697,200	1,338,717	(367,544)
Dec-09	1,294,893	32,805	(435,112)
Jan-10	1,496,098	332,805	(131,600)
Feb-10	1,397,303	32,805	(131,600)
Mar-10	1,220,458	32,805	(209,650)
Apr-10	1,121,663	32,805	(131,600)
May-10	1,022,868	32,805	(131,600)
Jun-10	924,073	32,805	(131,600)
Jul-10	825,278	32,805	(131,600)
Aug-10	741,483	32,805	(116,600)
Sep-10	692,688	32,805	(81,600)
Oct-10	611,088	-	(81,600)
Nov-10	529,488	-	(81,600)
Dec-10	447,888	-	(81,600)

EXHIBIT C

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT

March 1, 2009

THIS AGREEMENT is made and entered into between ANDERSEN 2000, INC. (hereinafter called "the Company"), a Delaware corporation, and TOM VAN REMMEN (hereinafter called "Employee") to be effective March 1, 2009 (the "Effective Date"),

WITNESSETH

WHEREAS, the Company is organized under the laws of the State of Delaware, with its principal office in Georgia, and owns one hundred (100) percent of the shares of Montair Andersen BV, a company incorporated and operating under the laws of The Netherlands, and Montair Cap Engineering USA a limited liability company operating under the laws of the State of Georgia: and

WHEREAS, Montair Andersen BV and Montair Cap Engineering USA LLC is engaged in the business of engineering, manufacturing and marketing hazardous waste processing systems, industrial pollution control products, energy recovery systems, thermal processing systems; and

WHEREAS, the Company wished the Employee to assume the responsibility for managing the Montair Andersen subsidiary and other related businesses in the United States; and

NOW, THEREFORE, the parties agree as follows:

1. Company agrees to and does hereby engage and employ Employee as President and Chief Executive Officer of the Company and Employee accepts such employment with the Company, on the terms set forth herein.

2. Any prior employment agreements by and between Employee and the Company or its subsidiaries ("Prior Agreements") are hereby terminated effective immediately upon execution of this Agreement by the parties.

3. The term of this agreement shall be on the date hereof and shall continue for one (1) year.

4. The employment of the Employee may be terminated as follows:

    a. Upon thirty (30) days written notice given by either the Employee or the Company to the other.

    b. Upon the death of the Employee or the failure of the Employee because of sickness or injury or otherwise to perform his duties for ninety (90) consecutive working days or for an aggregate one hundred-eighty (180) working days within a twelve (12) month period;

    c. Immediately by the Company upon the commission by the Employee of any act of disobedience, dishonesty, disloyalty or insubordination against the Company.

5. The Company will pay Employee a lump sum equal to the annual salary being paid to Employee at the time of termination if Employee's employment is terminated by the Company during the term of this Agreement for any reason other than the Employee's commission of an act of disobedience, disloyalty, insubordination or dishonesty, including fraud, misappropriation or embezzlement. Such payment shall be made in full, less required tax withholdings, within five (5) days of the termination date.

6. Employee hereby promises to devote his full time and best efforts and attention to the performance of the duties required of him in such position, to discharge his duties in accordance with the directions of the Board of Directors of the Company and, during the term of this Agreement, to work exclusively for the Company.

7. During the term of this Agreement, and subject to annual adjustments in accordance with Company policy, the Company shall pay Employee a salary of $135,000 per year; provided, however, that upon full payment of the remaining note balance relative to the loan made by Mr. Michael P. Marshall to Crown Andersen (the secured lender/creditor in the Andersen 2000 bankruptcy action), Employee's annual salary shall be increased to $175,000 with such increase being retroactively applied to the Effective Date. Within five (5) days after the final payment of the balance of the note the Company shall pay to Employee a lump sum amount (less applicable tax withholdings) that is necessary to achieve such retroactive effect.

8. During the term of his employment, and for a period of two (2) years after the termination of his employment, regardless of how terminated, the Employee shall not disclose to, or use for or on behalf of, any person, firm, corporation, or any representative thereof, any of the Company's or Montair's methods of operation, customer service systems or other proprietary or confidential information referred to in this Agreement which was disclosed to him in his capacity as an employee of the Company. Notwithstanding the foregoing, Employee shall refrain from disclosing or using any confidential information of the Company that qualifies as a "trade secret" under the Georgia Trade Secrets Act at all times following the termination of this Agreement.

9. Employee agrees that any inventions, improvements, developments or discoveries (whether or not patentable) that he may conceive, make or invent in the course of his employment with the Company (whether individually or jointly with any other person or persons), relating in any way to the business of the Company, shall be the sole and exclusive property of the Company. Employee will immediately disclose any such inventions, improvements, developments or discoveries to the Company and will, at any time, whether during or following his employment with the Company, at the Company's request and without additional compensation, execute any documents evidencing the Company's ownership of such inventions, improvement, developments or discoveries, and any other papers which may be considered reasonably necessary or helpful by the Company in the prosecution of applications for patents thereon or which may relate to any litigation or controversy in connection therewith.

10. The Company will furnish Employee with an automobile allowance for us of his personal vehicle included in his salary.

11. Recognizing that the Employee will spend a considerable amount of time traveling internationally, the Employee is also authorized to utilize business class for all flights greater than 8 hours. It is understood that whenever possible the Employees will use frequent flier miles for the purposes of obtaining upgrade to business class.

12. This Agreement shall be interpreted and construed pursuant to the laws of the State of Georgia, the state in which it was entered into, and the location of the principal business office of the Company. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any provision of this Agreement or the application thereof shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

13. The foregoing contains the entire agreement of the parties hereto, and no modifications hereof shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective as of the 1st day of March, 2009.

_____

Employee, Tom Van Remmen

Andersen 2000 Inc.

_____

Randall Morgan, CFO & Director

(Corporate Seal)

Crown Andersen Inc.

_____

Michael P. Marshall CEO

EXHIBIT D

SUMMARY – SCHEDULE OF RECEIPTS AND DISBURSEMENTS

Andersen 2000 Inc.
United States Bankruptcy Court
Case Number: 04-14155-WHD

Summary - Schedule of Receipts and Disbursements

		Dec-04 12/22/04 - 12/31/04	12 Months Ended 12/31/05	12 Months Ended 12/31/06	12 Months Ended 12/31/07	12 Months Ended 12/31/08	7 Months Ended 07/31/09	CUMULATIVE PETITION TO DATE
1	**FUNDS AT THE BEGINNING OF PERIOD**	284,019	489,136	779,781	548,672	467,272	251,923	284,019
2	**RECEIPTS:**							
	A. Cash Sales	-						-
	Minus: Cash Refunds	-						-
	Net Cash Sales	-	-	-	-	-	-	-
	B. Accounts Receivable	232,023	1,450,995	1,129,497	767,829	512,533	237,021	4,329,897
	C. Other Receipts (MOR-3)	-	355,537	815,755	200,055	544,456	520,219	2,436,022
3	**TOTAL RECEIPTS**	232,023	1,806,532	1,945,252	967,884	1,056,989	757,240	6,765,919
4	**TOTAL FUNDS AVAILABLE FOR OPERATIONS**	516,042	2,295,668	2,725,033	1,516,556	1,524,261	1,009,163	7,049,938
5	**DISBURSEMENTS**							
	A. Advertising	-	-	-	-	-	-	-
	B. Bank Charges	217	1,165	410	288	93	-	2,173
	C. Contract Labor	-	198,999	33,345	7,228	2,480	7,724	249,776
	D. Fixed Asset Payments	-	-	-	-	-	-	-
	E. Insurance	-	85,314	49,724	79,130	78,240	30,203	322,611
	F. Inventory Payments (Attach. 2)	-	257,958	287,111	236,760	219,165	98,937	1,099,931
	G. Leases	-	-	13,600	21,139	22,103	13,106	69,948
	H. Manufacturing Supplies	-	71	926	-	-	-	997
	I. Office Supplies	-	21,258	19,199	9,958	14,262	10,206	74,883
	J. Payroll - Net (Attachment 4B)	-	246,646	216,262	182,076	195,924	106,322	947,230
	K. Professional Fees	-	131,827	204,548	93,669	62,138	13,791	505,973
	L. Rent	-	50,536	51,033	36,024	41,014	23,562	202,169
	M. Repairs & Maintenance	-	7,931	11,041	5,297	18,902	8,148	51,319
	N. Secured Creditor Payments (Attach. 2)	-	12,882	944,287	-	163,206	258,752	1,379,127
	O. Taxes Paid - Payroll	6,995	143,234	120,517	103,327	118,916	69,776	562,765
	P. Taxes Paid - Sales & Use	-	4,933	1,166	426	100	100	6,725
	Q. Taxes Paid - Other	-	13,891	175	2,561	85	447	17,159
	R. Telephone	-	47,805	21,419	16,846	20,591	11,737	118,398
	S. Travel & Entertainment	-	61,381	45,861	98,799	101,703	51,373	359,117
	T. U.S. Trustee Quarterly Fees	-	11,750	14,000	12,750	10,950	11,700	61,150
	U. Utilities	-	32,572	15,147	2,489	2,502	1,905	54,615
	V. Vehicle Expenses	-	-	-	-	-	-	-
	W. Other Operating Expenses (MOR-3)	19,694	185,733	126,590	140,517	199,964	157,701	830,199
6	**TOTAL DISBURSEMENTS**	26,906	1,515,886	2,176,361	1,049,284	1,272,338	875,489	6,916,264
7	**ENDING BALANCE**	489,136	779,781	548,672	467,272	251,923	133,674	133,674

In addition to the amounts stated above, the Debtor has 1.6M EURO on deposit in an account at the Rabobank of Venray, Netherlands which must remain on deposit as collateral for a letter of credit.

CERTIFICATE OF SERVICE

This is to certify that on this day, I served a true and correct copy of the Debtor's Disclosure Statement by causing same to be deposited in the United States Mail with adequate postage affixed thereon and addressed to the following persons:

Office of the United States Trustee
362 Richard Russell Building
75 Spring Street, S.W.
Atlanta, Georgia 30303

This 14th day of September, 2009.

Respectfully submitted,

SCROGGINS & WILLIAMSON

/s/ J. Hayden Kepner, Jr.
J. ROBERT WILLIAMSON
Georgia Bar No. 765214
J. HAYDEN KEPNER, JR.
Georgia Bar No. 416616
Counsel for the Debtor

1500 Candler Building
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