

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

-----X
In re :
 :
DK AGGREGATES LLC, Debtor : Chapter 11
 : Case No. 10-51823 (KMS)
 :
-----X

PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

DK Aggregates LLC (“DK” or “Debtor”), proposes the following chapter 11 plan pursuant to section 1121(a) of the Bankruptcy Code:

ARTICLE I

DEFINITIONS AND INTERPRETATION

A. Definitions.

The following terms used herein shall have the respective meanings set forth below:

1.1 *Adequate Protection Payments* shall mean any payments made to a creditor as adequate protection pursuant to Section 361 of the Bankruptcy Code, including but not limited to any Adequate Protection Payments made to the Hancock and the Internal Revenue Service.

1.2 *Administrative Expense Claim* means any right to payment constituting a cost or expense of administration of the Reorganization Cases Allowed under and in accordance with, as applicable, sections 330, 365, 503(b), 507(a)(2) and 507(b) of the Bankruptcy Code, including, without limitation, (a) any actual and necessary costs and expenses of preserving the Debtor’s estate, (b) any actual and necessary costs and expenses of operating the Debtor’s businesses, (c) any indebtedness or obligations incurred or assumed by the Debtor in Possession during the Reorganization Case and (d) any compensation for professional services rendered and reimbursement of expenses incurred, including without limitation, any fees or charges assessed against the Estate under section 1930 of chapter 123 of title 28 of the United States Code.

1.3 *Adversary Proceeding* – shall mean Case No. 10-05051 pending in the Bankruptcy Court where the Debtor is the Plaintiff in an action filed against Mass P. Blackwell Jr., Blackwell Aggregates, Inc. and Three Deuces, Inc.

1.4 *Affiliate* has the meaning set forth in section 101(2) of the Bankruptcy Code.

1.5 **Allowed** means, with reference to any Claim against the Debtor, (a) any Claim against the Debtor that has been listed by the Debtor in its Schedules (as such Schedules may be amended by the Debtor from time to time in accordance with Bankruptcy Rule 1009) as liquidated in amount and not disputed or contingent and for which no contrary proof of Claim has been filed or no timely objection to allowance or request for estimation has been interposed, (b) any timely filed proof of Claim (i) as to which no objection has been or is interposed in accordance with the Plan or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules or the Bankruptcy Court and as to which any such applicable period of limitation has expired or (ii) as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective holder of such Claim, (c) any Claim expressly allowed by a Final Order or under the Plan, (d) any Claim that is compromised, settled or otherwise resolved pursuant to the authority granted to the Reorganized Debtors pursuant to a Final Order or under Section 7.4 of the Plan; *provided, however*, that Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered "Allowed Claims."

1.6 **Allowed Claim** shall mean a Claim to the extent that it has been Allowed.

1.7 **Available Cash** means post-Effective Date cash flow available to the Reorganized Debtor from operations of its business.

1.8 **Avoidance Claim** shall mean all rights, claims, causes of action, avoiding powers, suits and proceedings of or brought by or which may be asserted by a debtor in possession or a person under chapter 5 of the Bankruptcy Code, including by way of illustration and not limitation, under Sections 510, 541, 547, 548, 549, 550, 553 and 554 of the Bankruptcy Code, together with any claims, rights, remedies or demands that may be asserted by a creditor or representative of creditors under similar applicable state or other laws, and claims in the nature of substantive consolidation, successor liability, veil piercing, or alter-ego.

1.9 **Balloon Date** shall mean the date on which the indebtedness to the Retained Property Classes is due under the Plan.

1.10 **Ballot** means the form distributed to each holder of an impaired Claim that is entitled to vote to accept or reject the Plan on which is to be indicated acceptance or rejection of the Plan.

1.11 **Bankruptcy Code** means title 11 of the United States Code, as amended from time to time, as applicable to the Reorganization Case.

1.12 **Bankruptcy Court** means the United States Bankruptcy Court for the Southern District of Mississippi or any other court of the United States having jurisdiction over the Reorganization Case.

1.13 **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time.

1.14 **Benefit Plans** means all employee benefit plans, policies and programs sponsored by the Debtor, if any, including, without limitation, all incentive and bonus arrangements, all medical and health insurance, life insurance, dental insurance, disability benefits and coverage, leave of absence, savings plans, retirement pension plans and retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code).

1.15 **Business Day** means any day other than a Saturday, Sunday or any other day on which banking institutions in New York, New York are required or authorized to close by law or executive order.

1.16 **Cash** means legal tender of the United States of America.

1.17 **Causes of Action** shall mean, without limitation, any and all of the Debtor's and the Estate's actions, causes of action, rights, suits, claims, accounts, debts, sums of money, damages, judgments, claims and demands, actions, defenses, offsets, powers (including all police regulatory, and enforcement powers and actions that may be taken, privileges, licenses, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims, whatsoever, whether known or unknown, suspected or unsuspected, whether arising prior to, on or after the Petition Date, in contract or tort, in law, equity or otherwise, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured and whether asserted or assertable, accruing to an in favor of the Debtor or Debtor in Possession pursuant to the Bankruptcy Code or any applicable statute or law legal theory. For avoidance of doubt, Causes of Action include but are in no way limited to (a) rights of setoff, counterclaim or recoupment, and claims on contracts or for breaches of duties imposed by law, (b) claims pursuant to Section 362 of the Bankruptcy Code, (c) such claims and defenses as fraud, mistake, duress, and usury, (d) all Avoidance Claims, and € all Causes of Action that are assertable by or may be directly or derivatively asserted by the Debtor, its Estate, the Reorganized Debtor, or a representative of the Estate on behalf of Creditors of the Debtor or the Estate.

1.18 **Claim** has the meaning set forth in section 101(5) of the Bankruptcy Code.

1.19 **Collateral** means any property or interest in property of the estate of the Debtor subject to a Lien, charge or other encumbrance to secure the payment or performance of a Claim, which Lien, charge or other encumbrance is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable state law.

1.20 **Commencement Date** means August 9, 2010, the date on which the Debtor commenced its Reorganization Case.

1.21 **Confirmation Date** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket.

1.22 **Confirmation Hearing** means the hearing conducted by the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code to consider confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

1.23 **Confirmation Order** means the order or orders of the Bankruptcy Court, confirming the Plan.

1.24 **Contingent Claim** means any Claim, the liability for which attaches or is dependent upon the occurrence or happening of, or is triggered by, an event, which event has not yet occurred, happened or been triggered as of the date on which such Claim is sought to be estimated or an objection to such Claim is filed, whether or not such event is within the actual or presumed contemplation of the holder of such Claim and whether or not a relationship between the holder of such Claim and the Debtor now or hereafter exists or previously existed.

1.25 **Creditors' Committee** means the committee of unsecured creditors appointed in the Reorganization Cases pursuant to section 1102(a) of the Bankruptcy Code.

1.26 **Debtor** means DK Aggregates LLC.

1.27 **Debtor in Possession** means the Debtor in its capacity as debtor in possession in the Reorganization Case under sections 1107(a) and 1108 of the Bankruptcy Code.

1.28 **Disclosure Statement** means that certain disclosure statement relating to the Plan, including, without limitation, all exhibits and schedules thereto, as the same may be amended, supplemented or otherwise modified from time to time, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

1.29 **Disclosure Statement Order** means the order of the Bankruptcy Court approving, among other things, the Disclosure Statement and establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan.

1.30 **Disputed** means, with reference to any Administrative Expense Claim or Claim, any such Administrative Expense Claim or Claim (a) to the extent neither Allowed nor disallowed under the Plan or a Final Order nor deemed Allowed under section 502, 503 or 1111 of the Bankruptcy Code, (b) which has been or hereafter is listed by the Debtor on its Schedules as unliquidated, disputed or contingent and which has not been resolved by written agreement of the parties or a Final Order or (c) as to which the Debtor or any other party in interest has interposed a timely objection and/or request for estimation in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules, which objection or request for estimation has not been withdrawn or determined by a Final Order. Prior to the earlier of the time an objection has been timely filed and the expiration of the time within which to object to such Claim set forth herein or otherwise established by order of the Bankruptcy Court, a Claim shall be considered Disputed to the extent that the amount of the Claim specified in a proof of Claim exceeds the amount of the Claim scheduled by the Debtor as not disputed, contingent or unliquidated (but only to the extent of such excess portion).

1.31 **Disputed Claim** shall mean any Claim that Is not an Allowed Claim. In the event that any portion of a Claim is not an Allowed Claim, such Claim in its entirety shall be deemed to constitute a Disputed Claim for purposes of distribution under this Plan until entry of a Final Order fixing and determining the Allowed Amount thereof. Without limiting any of the foregoing, a Claim that is the subject of or part of a pending objection, motion, complaint, counterclaim, setoff, recoupment, Avoidance Claim, litigation claim or defense, or any other

proceeding seeking to disallow, subordinate or estimate such Claim, shall be deemed a Disputed Claim, unless the Plan or the Confirmation Order expressly provides otherwise.

1.32 ***Disputed Claim Reserve*** means disputed claims in Class 7 and until such disputed claims are resolved by final Order of the Bankruptcy Court, any distribution from the holder of a disputed claim will be deposited by the Debtor in a segregated account to be held in trust by the Debtor for the benefit of holders of disputed claims. To the extent the Debtor does not contest a portion of a disputed claim, the Debtor may make payment on such undisputed portion.

1.33 ***Distribution Date*** shall mean each date any payment of Cash or distribution of Assets is due to the holders of Allowed Claims under this Plan.

1.34 ***Effective Date*** means a Business Day selected by the Debtor on or after the Confirmation Date, on which (a) no stay of the Confirmation Order is in effect and (b) the conditions precedent to the effectiveness of the Plan specified in Section 10.1 of the Plan shall have been satisfied or waived as provided in Sections 10.2 and 10.3 of the Plan.

1.35 ***Equity Interest*** means an equity interest in the Debtor existing on or immediately prior to the Effective Date.

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

1.37 ***General Unsecured Claim*** means any against the Debtor other than an Administrative Expense Claim, a Priority Tax Claim, an Other Priority Claim, a Secured Tax Claim, or Other Secured Claim.

1.38 ***Hancock Bank*** means a national bank doing business in Mississippi and the holder of a secured claim as to the Debtor.

1.39 ***Holliday*** means Holliday Construction LLC of Poplarville, Mississippi, holder of a secured claim in this proceeding.

1.40 ***IRS*** means the Internal Revenue Service.

1.41 **Impaired** shall mean, with respect to any Class, that such Class is “impaired” under the Plan within the meaning of Section 1124 of the Bankruptcy Code.

1.42 **Kappa means Kappa Development & General Contracting, Inc.**

1.43 **Lien** has the meaning set forth in section 101(37) of the Bankruptcy Code.

1.44 **Local Bankruptcy Rules** means the Local Bankruptcy Rules for the Southern District of Mississippi, Southern Division, as amended from time to time.

1.45 **MSTC means the Mississippi State Tax Commission.**

1.46 **New Board** means each board of directors or board of managers appointed pursuant to Section 9.3 of the Plan.

1.47 **Other Priority Claim** means a Claim entitled to priority in payment as specified in section 507(a)(1), (a)(4), (5), (6) or (7) of the Bankruptcy Code.

1.48 **Person** means an individual, partnership, corporation, limited liability company, cooperative, trust, unincorporated organization, association, joint venture, government or agency or political subdivision thereof or any other form of legal entity.

1.49 **Plan** means this Plan of Reorganization, including, without limitation, the exhibits and schedules hereto, as the same may be amended or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms hereof.

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

1.51 **Ratable Proportion** means, with reference to any distribution on account of any Allowed Claim in any class, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of Allowed Claims in such class.

1.52 **Reorganization Case** means the case commenced by the Debtor under chapter 11 of the Bankruptcy Code.

1.53 **Reorganized Debtor** means the Debtor on and after the Effective Date.

1.54 **Schedules** means, collectively, the schedules of assets and liabilities, schedules of executory contracts and unexpired leases and statements of financial affairs filed by the Debtor under section 521 of the Bankruptcy Code, Bankruptcy Rule 1007 and the Official Bankruptcy Forms in the Reorganization Cases, as have been amended or supplemented through the Confirmation Date pursuant to Bankruptcy Rule 1007.

1.55 **Secured Claim** means any Claim that is secured by a Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with section 506(a) of the

Bankruptcy Code, or, in the event that such Claim is subject to a permissible setoff under section 553 of the Bankruptcy Code, to the extent of such permissible setoff.

1.56 ***Secured Tax Claim*** means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code (determined irrespective of any time limitations therein and including any related Secured Claim for penalties).

1.57 ***Three Dueces means Three Dueces, Inc., a Louisiana corporation that claims to hold the original Note, Deed of Trust and Loan Agreement arising by and between the Debtor and Kappa Development & General Contracting, Inc.***

1.58 ***U.S. Trustee*** means the United States Trustee appointed under section 581 of title 28 of the United States Code to serve in the Southern District of Mississippi.

1.59 ***Unimpaired*** shall mean, with respect to any Class, that such Class is not Impaired.

1.60 ***Unliquidated Claim*** means any Claim, the amount of liability for which has not been fixed, whether pursuant to agreement, applicable law or otherwise, as of the date on which such Claim is asserted or sought to be estimated.

1.61 ***Voting Record Date*** means the record date for voting on the Plan as set in the Disclosure Statement Order.

B. Interpretation; Application of Definitions and Rules of Construction.

Unless otherwise specified, all Section, Article, schedule or exhibit references in the Plan are to the respective Section in, Article of or schedule or exhibit to the Plan, as the same may be amended, waived or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan. A term used herein that is not defined herein shall have the meaning ascribed to that term in the Bankruptcy Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof.

ARTICLE II

PROVISIONS FOR PAYMENT OF ADMINISTRATIVE EXPENSES AND PRIORITY TAX CLAIMS

2.1 *Administrative Expense Claims.*

Except to the extent that any entity entitled to payment of any Allowed Administrative Expense Claim agrees to a less favorable treatment, each holder of an Allowed Administrative Expense Claim shall receive Cash in an amount equal to such Allowed Administrative Expense Claim on the later of the Effective Date and the date such

Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is practicable; *provided, however*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtor in Possession shall be paid in full and performed by the Debtor or Reorganized Debtor, as the case may be, in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents relating to such transactions.

2.2 *Professional Compensation and Reimbursement Claims.*

All entities seeking awards by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code shall (a) file, on or before the date that is forty-five (45) days after the Effective Date their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (b) be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court in accordance with the order relating to or Allowing any such Administrative Expense Claim. The Reorganized Debtor is authorized to pay compensation for professional services rendered and reimbursement of expenses incurred after the Confirmation Date in the ordinary course and without the need for Bankruptcy Court approval.

ARTICLE III

[RESERVED]

ARTICLE IV

CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS, IMPAIRMENT AND VOTING

The following table designates the classes of Claims against and Equity Interests in the Debtors and specifies which of those classes are impaired or unimpaired by the Plan and entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code or deemed to reject the Plan.

Class	Designation	Impairment	Entitled to Vote
Class 1	Hancock County Tax Collector	Impaired	Yes
Class 2	Internal Revenue Service (IRS)	Impaired	Yes
Class 3	Mississippi State Tax Commission (MSTC)	Impaired	Yes
Class 4	Hancock Bank	Impaired	Yes
Class 5	Three Dueces - Kappa	Unimpaired	No
Class 6	Holliday	Impaired	Yes
Class 7	Unsecured Creditors	Impaired	Yes
Class 8	Damage Suit and/or Tort Claimants	Impaired	Yes
Class 9	Equity Holders	Unimpaired	No

ARTICLE V

PROVISIONS FOR TREATMENT OF CLAIMS AND EQUITY INTERESTS

5.1 *Hancock County Tax Collector (Class 1).*

(a) Impairment and Voting. Class 1 is impaired and entitled to vote to accept or reject the Debtor's Plan.

(b) Distributions. Except to the extent that the Hancock County Tax Collector agrees to a different treatment, the claim of the Hancock County Tax Collector in the approximate principal amount of \$12,000.00 representing ad valorem property taxes for 2008 and 2009 shall bear interest at the statutory rate of 12%, per annum, and shall be paid in six (6) semi-annual installments of principal and interest commencing on a day that is six (6) months after the Effective Date of the Plan, and continuing each six months thereafter until paid in full.

5.2 *Internal Revenue Service (IRS) (Class 2).*

(a) Impairment and Voting. Class 2 is impaired and entitled to vote to accept or reject the Plan.

(b) Distributions. Pursuant to Order of the Bankruptcy Court dated December 8, 2010, the IRS has an allowed secured claim of \$57,358.98. Pursuant to the Order, the Debtor will continue making payments commencing January 20, 2011, in the amount of \$1,143.53 per month, which is based upon a fifty six (56) month payment schedule at 4% per annum interest.

(c) The balance of the IRS claim totaling \$35,666.71 is a priority claim and shall bear interest at the rate of 4%, per annum, and shall be paid in thirty six (36) months in semi-annual installments of principal and interest commencing on a day that is six (6) months after the Effective Date of the Plan, and continuing each six months thereafter until paid in full

5.3 ***Mississippi State Tax Commission (MSTC) (Class 3).***

(a) Impairment and Voting. Class 3 is impaired under the Plan and is entitled to vote to accept or reject the Plan.

(b) Distributions. MSTC has a priority claim in the amount of \$4,633.56, which shall be paid, along with the statutory interest claimed by the MSTC. and shall be paid in six (6) semi-annual installments of principal and interest commencing on a day that is six (6) months after the Effective Date of the Plan, and continuing each six months thereafter until paid in full.

(c) The unsecured claim for the MSTC totaling \$454.13 shall be paid pursuant to Class 7.

5.4 ***Hancock Bank (Class 4).***

(a) Impairment and Voting. Class 4 is impaired under the Plan and is entitled to vote to accept or reject the Plan.

(b) Distributions. Hancock Bank is the holder of two (2) claims as to the Debtor, secured by a first lien position on the Debtor's seventeen hundred (1,700) acres located in Hancock County, Mississippi, and on certain equipment. In the aggregate, Hancock Bank is owed the approximate principal sum of \$1,471,500.00. The secured claim of the Hancock Bank shall be payable pursuant to a twenty (20) year amortization with interest accruing at 6%, per annum, with monthly payments of \$10,542.23. Monthly payments shall commence on the 20th of the month immediately following the Effective Date of the Plan. On the 60th month following the Effective Date the obligation to Hancock Bank will mature and be payable in full. At the Effective Date, the adequate protection payments presently being made pursuant to Order of the Court dated December 8, 2010, shall cease.

(c) Hancock Bank shall retain its liens until paid in full as provided for herein.

5.5 ***Three Dueces (Class 5).***

(a) Impairment and Voting. Class 5 is unimpaired pursuant to Treatment 2 below under the Plan and is not entitled to vote to accept or reject the Plan.

(b) Class 5 shall receive one of the following three treatments depending upon the ruling of the Court:

Treatment 1. It is the position of the Debtor that the note due Kappa has an unmatured interest component. To the extent that the outstanding balance due the Class 5 creditor is found by the Court to have an Allowed Secured Claim less than \$2,000,000.00, the Class 5 creditor shall receive a monthly payment based upon the following:

1. an outstanding balance equal to the Kappa Allowed Secured Claim;
2. a simple interest rate of six (6%) percent;
3. an amortization of twenty-five (25) years; and
4. a balloon payment on the seventh anniversary of the Effective Date.

Treatment 2. In the event the Court finds that the Allowed Secured Claim of the Class 5 creditor exceeds \$2,000,000.00, then the Kappa indebtedness represented by the Note shall be reinstated pursuant to 11 U.S.C. § 1124(2). This treatment shall only be applicable if the Court, pursuant to §§1123 (d) and 1124(2), removes from the Class 5 Allowed Secured Claim all default interest from the date of default until such default is cured, with the Court to determine the cure amount pursuant to Section 1124(2)(C).

Treatment 3. In the event the Court rules against the Debtor in connection with the applicable conditions for Treatments 1 and 2, the Allowed Secured Claim of Kappa shall receive a monthly payment based upon the following:

1. an interest rate of six (6%) percent;
2. an amortization of twenty-five (25) years; and
3. a balloon payment of all unpaid principal and interest on the tenth anniversary of the Effective Date

(c) To the extent not voided or set aside in the adversary proceeding, or by claim objections, Three Dueces shall retain its lien in an amount to be ultimately determined by the Bankruptcy Court. The Debtor shall be entitled to offset any recovery in the Adversary Proceeding against any allowed claim held by Three Deuces.

5.6 ***Holliday (Class 6)***

(a) Impairment and Voting. Class 6 is impaired under the Plan and is entitled to vote to accept or reject the Plan.

(b) Distributions. Holliday shall have an allowed secured claim in the amount of \$945,750.00 and shall retain its third lien position as to the Debtor's real property located in Hancock County, Mississippi. The claim of Holliday shall be payable with interest, based upon a 6% per annum rate and a twenty (20) year amortization with monthly payments of \$6,775.00 commencing on the 10th day of the month next preceeding the Effective Date of the Plan. On the 60th month following the Effective Date, the obligation to Holliday will mature and be payable in full.

(c) Holliday shall retain its liens until paid in full as provided for herein.

5.7 Unsecured Claims (Class 7).

(a) Impairment and Voting. Class 7 is impaired under the Plan and is entitled to vote to accept or reject the Plan.

(b) Distributions. Holders of allowed secured claims shall be paid in full. Distributions to unsecured creditors shall be made in ten (10) equal payments, first commencing four (4) months after the Effective Date of the Plan, and every six (6) months thereafter, until all claims have been satisfied. Disputed claims as defined, shall receive no distribution until such time as the claim becomes an allowed claim.

(c) Affiliate and insider claims will receive no distributions until the Plan is fully consummated.

(d) The unsecured claims, to the extent allowed, will be treated as Class 7 claims.

5.8 Damage Suit and/or Tort Claimants (Class 8).

(a) Impairment and Voting. Class 8 is impaired and entitled to vote.

(b) Damage suit and tort claimants recovery shall be limited to the extent of available insurance proceeds. Any such claimants shall not be entitled to receive any distribution from the Debtor above or beyond any available insurance proceeds. To the best of the Debtor's knowledge this class is comprised of James M. Kitchens; Christopher Frierson and James M. Smith who have suits pending as to the Debtor in Harrison County, Circuit Court, Second Judicial District, appearing as Case Numbers A2402-2007-84 and A2402-090182 on the docket of the Circuit Court.

5.9 Equity Owners (Class 9).

(a) Impairment and Voting. Class 9 is not impaired and is not entitled to vote to accept or reject the Plan.

(b) Distributions. Premised upon the payment of all allowed claims, in full, the existing equity owners of the Debtor shall retain their respective interests in the Debtor.

ALTERNATIVE. In October 2010, the Debtor proposed to enter into an Agreement with EP USA, LLC dba Equity Partners, Inc. (“Equity Partners”) whereby Equity Partners on an accelerated basis would market and advertise the Debtor’s property and business operations in order to locate an acceptable source of re-financing or sale of all or a portion of the Debtor’s assets. The Debtor filed a Motion to Employ Equity Partners October 21, 2010. After a hearing and over the objection of Three Dueces, on December 3, 2010, the Bankruptcy Court entered its Order authorizing the Debtor to employ Equity Partners. Equity Partners is now actively marketing the Debtor’s assets and business.

Pursuant to this Plan, the Debtor expressly reserves all of its rights to market and sell all or a portion of its real or personal property through the process of an appropriate Motion pursuant to Section 363 of the Bankruptcy Code. Should any such sale be approved, the disposition of the net sale proceeds shall be specified and set forth in the Court Order approving any such Section 363 application filed by the Debtor.

ARTICLE VI

MEANS OF IMPLEMENTATION

6.1 *Settlement of Claims.*

Pursuant to Bankruptcy Rule 9019, in consideration for the classification, distribution and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims or controversies resolved pursuant to the Plan.

ARTICLE VII

PROVISIONS GOVERNING VOTING AND DISTRIBUTIONS

7.1 *Voting of Claims.*

Each holder of an Allowed Claim in an impaired class of Claims as of the Voting Record Date that is entitled to vote on the Plan shall be entitled to vote separately to accept or reject the Plan, as provided in the Disclosure Statement Order.

7.2 *Nonconsensual Confirmation.*

If any impaired class of Claims entitled to vote shall not accept the Plan by the requisite statutory majority provided in section 1126(c) of the Bankruptcy Code, the Debtors reserves the right to amend the Plan or undertake to have the Bankruptcy Court confirm the Plan under section 1129(b) of the Bankruptcy Code or both.

7.3 Distributions on Account of Allowed Claims.

Distributions in respect of Allowed Claims shall be made on the later of the date provided in Article IV and the date a Claim becomes Allowed. All Allowed Claims in a particular class held by a creditor shall be aggregated and treated as a single Claim. At the written request of the Reorganized Debtor any creditor holding multiple Allowed Claims shall provide to the Reorganized Debtor as the case may be, a single address to which any distributions shall be sent. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

7.4 Delivery of Distributions.

(a) Except as otherwise provided herein, all distributions under the Plan shall be made by the Reorganized Debtor. Reorganized Debtor shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Reorganized Debtor shall be empowered to (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan, (b) make all distributions contemplated hereby, (c) employ professionals to represent it with respect to its responsibilities and (d) exercise such other powers as necessary and proper to implement the provisions hereof.

(b) Subject to Bankruptcy Rule 9010, all distributions to any holder of an Allowed Claim or Allowed Administrative Expense Claim shall be made at the address of such holder as set forth on the Schedules filed with the Bankruptcy Court or on the books and records of the Debtor or its agents, as applicable, unless the Debtor or Reorganized Debtor has been notified in writing of a change of address, including, without limitation, by the filing of a proof of Claim by such holder that contains an address for such holder different than the address of such holder as set forth on the Schedules. In the event that any distribution to any holder is returned as undeliverable, the Reorganized Debtor shall use commercially reasonable efforts to determine the current address of such holder, but no distribution to such holder shall be made unless and until the Reorganized Debtor has determined the then-current address of such holder, at which time such distribution shall be made to such holder without interest; provided that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one year from the Effective Date. After such date, all unclaimed property or interest in property shall be returned by the Reorganized Debtor to the Reorganized Debtor and shall revert to Reorganized Debtor, and the Claim of any other holder to such property or interest in property shall be discharged and forever barred.

(c) With respect to holders of all General Unsecured Claims against the Debtor, the claims register shall be closed on the Distribution Record Date. The Debtors and the Reorganized Debtors shall have no obligation to recognize any transfer of any Claims occurring after the close of business after such date.

7.5 Manner of Payment.

At the option of the Reorganized Debtor, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in applicable agreements.

All distributions of Cash to the creditors of the Debtor under the Plan shall be made by, or on behalf of, the Debtor.

7.6 Setoffs and Recoupment.

The Debtor may, but shall not be required to, setoff against or recoup from any Claim any Claims of any nature whatsoever that the Debtor may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor or Reorganized Debtor of any such Claim it may have against such claimant.

7.7 Allocation of Plan Distributions Between Principal and Interest.

To the extent that any Allowed Claim entitled to a distribution under the Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

ARTICLE VIII

PROCEDURES FOR TREATING DISPUTED CLAIMS UNDER PLAN OF REORGANIZATION

8.1 Objections.

As of the Effective Date, objections to, and requests for estimation of, Administrative Expense Claims and Claims against the Debtor may be interposed and prosecuted only by the Reorganized Debtor. Such objections and requests for estimation shall be served on the respective claimant and filed with the Bankruptcy Court on or before the latest of (a) ninety (90) days after the Effective Date, (b) ninety (90) days after a proof of Claim has been filed in the Reorganization Cases or (c) such later date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clauses (a) and (b) above.

8.2 No Distributions Pending Allowance.

Notwithstanding any other provision of the Plan, if any portion of an Administrative Expense Claim or Claim is Disputed, no payment or distribution provided hereunder shall be made on account of such Administrative Expense Claim or Claim unless and until such Disputed Administrative Expense Claim or Claim becomes Allowed.

8.3 *Distributions After Allowance.*

To the extent that a Disputed Claim or Disputed Administrative Expense Claim becomes Allowed, distributions (if any) shall be made to the holder of such Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court Allowing any Disputed Claim or Disputed Administrative Expense Claim becomes a Final Order, the Reorganized Debtor shall provide to the holder of such Administrative Expense Claim or Claim the distribution (if any) to which such holder is entitled under the Plan.

8.4 *Resolution of Administrative Expense Claims and Claims.*

On and after the Effective Date, the Reorganized Debtor shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to Administrative Expense Claims and Claims against the Debtor and to compromise, settle or otherwise resolve any Disputed Administrative Expense Claims and Disputed Claims against the Debtor without approval of the Bankruptcy Court, other than with respect to Administrative Expense Claims relating to compensation of professionals for fees and expenses incurred prior to the Confirmation Date.

8.5 *Estimation of Claims.*

The Debtor or the Reorganized Debtor may at any time request that the Bankruptcy Court estimate any Contingent Claim, Unliquidated Claim or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtor or the Reorganized Debtor previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Contingent Claim, Unliquidated Claim or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtor or the Reorganized Debtor may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

ARTICLE IX

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

9.1 *Assumption or Rejection of Executory Contracts and Unexpired Leases.*

Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that exist between the Debtor and any person or entity prior to the Commencement Date shall be deemed assumed by the Debtor as of the Effective Date, except

for any executory contract or unexpired lease (a) that has been assumed or rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, or (b) as to which a motion for approval of the assumption or rejection of such executory contract or unexpired lease has been filed and served prior to the Confirmation Date.

9.2 ***Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases.***

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute (a) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases assumed under the Plan.

9.3 ***Cure of Defaults.***

To the best of the Debtor's knowledge and information, all scheduled leases and executory contracts are month to month, and are deemed current as of the Effective Date.

9.4 ***Insurance Policies.***

Notwithstanding anything contained in the Plan to the contrary, unless specifically rejected by order of the Bankruptcy Court, all of the Debtor's insurance policies and any agreements, documents or instruments relating thereto, shall be continued. Nothing contained in this Section shall constitute or be deemed a waiver of any cause of action that the Debtor may hold against any entity, including, without limitation, the insurer, under any of the Debtor's policies of insurance.

9.5 ***Retiree Benefits and Benefit Plans.***

The Debtor has no retirement plans or benefit Plans in place.

ARTICLE X

GOVERNANCE AND MANAGEMENT OF THE REORGANIZED DEBTORS

10.1 ***General.***

On the Effective Date, the management, control and operation of the Reorganized Debtor shall become the general responsibility of the new board of the Reorganized Debtor.

10.2 ***Amended Organizational Documents.***

The Reorganized Debtor shall be deemed to have adopted its respective Amended Organizational Documents, if any, effective as of the Effective Date.

10.3 *New Board of the Reorganized Debtor.*

The directors and managers of the Debtor immediately prior to the Effective Date shall serve as the initial directors and managers of the Reorganized Debtor on and after the Effective Date.

10.4 *Officers of the Reorganized Debtor.*

The officers of the Debtor immediately prior to the Effective Date shall serve as the initial officers of the Reorganized Debtor on and after the Effective Date. Such officers shall serve in accordance with applicable non-bankruptcy law, and any employment agreement entered into with the Reorganized Debtor on or after the Effective Date.

ARTICLE XI

CONDITIONS PRECEDENT TO EFFECTIVE DATE

11.1 *Conditions Precedent to Effectiveness.*

The Effective Date shall not occur and the Plan shall not become effective unless and until the following conditions are satisfied in full or waived in accordance with Section 10.2 or 10.3 of the Plan:

(a) The Confirmation Order shall have been entered and shall have become a Final Order; and

(b) All actions and all agreements, instruments or other documents necessary to implement the terms and provisions of the Plan are effected or executed and delivered, as applicable.

11.2 *Waiver of Conditions.*

Each of the conditions precedent in Section 10.1 hereof may be waived, in whole or in part, by the Debtor. Any such waivers may be effected at any time, without notice, without leave or order of the Bankruptcy Court and without any formal action.

11.3 *Satisfaction of Conditions.*

Any actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred prior to the taking of any other such action. In the event that one or more of the

conditions specified in Section 10.1 of the Plan have not occurred or otherwise been waived pursuant to Section 10.2 of the Plan, (a) the Confirmation Order shall be vacated, (b) the Debtor and all holders of Claims and interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred and (c) the Debtor's obligations with respect to Claims and Equity Interests shall remain unchanged and nothing contained herein shall constitute or be deemed a waiver or release of any Claims or Equity Interests by or against the Debtor or any other person or to prejudice in any manner the rights of the Debtor or any person in any further proceedings involving the Debtor.

ARTICLE XII

EFFECT OF CONFIRMATION

12.1 *Vesting of Assets.*

On the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, the Debtor, its properties and interests in property and their operations shall be released from the custody and jurisdiction of the Bankruptcy Court, and all property of the estates of the Debtors shall vest in the Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges and other interests, except as provided in the Plan. From and after the Effective Date, the Reorganized Debtor may operate the business and may use, acquire and dispose of property free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules or the Local Bankruptcy Rules, subject to the terms and conditions of the Plan.

12.2 *Binding Effect.*

Subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of the Plan shall bind any holder of a Claim against, or Equity Interest in, the Debtors and such holder's respective successors and assigns, whether or not the Claim or interests are impaired under the Plan, whether or not such holder has accepted the Plan and whether or not such holder is entitled to a distribution under the Plan.

12.3 *Discharge of Claims.*

Except as provided in the Plan, the rights afforded in and the payments and distributions to be made under the Plan shall discharge all existing debts and Claims of any kind, nature or description whatsoever against or in the Debtor or any of their assets or properties to the fullest extent permitted by section 1141 of the Bankruptcy Code. Except as provided in the Plan, upon the Effective Date, all existing Claims against the Debtor shall be, and shall be deemed to be, discharged, and all holders of such Claims shall be precluded and enjoined from asserting against the Reorganized Debtor, their successors or assignees or any of their assets or properties, any other or further Claim based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim and whether or not the facts or legal bases therefore were known or existed prior to the Effective Date.

12.4 *Discharge.*

Upon the Effective Date, in consideration of the distributions to be made under the Plan and except as otherwise expressly provided in the Plan, each holder (as well as any trustees and agents on behalf of each holder) of a Claim and any Affiliate of such holder shall be deemed to have forever waived, released and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, rights and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such persons shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against the Debtor.

12.5 *Injunction or Stay.*

Except as otherwise expressly provided herein or in the Confirmation Order, all Persons or entities who have held, hold or may hold Claims against the Debtor or the Debtor in Possession are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim against the Reorganized Debtor, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against any Reorganized Debtor with respect to such Claim, (c) creating, perfecting or enforcing any encumbrance of any kind against the Reorganized Debtor or against the property or interests in property of any Reorganized Debtor with respect to such Claim, (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due to the Reorganized Debtor or against the property or interests in property of any Reorganized Debtor with respect to such Claim and (e) pursuing any claim released pursuant to this Article XI of the Plan.

12.6 *Terms of Injunction or Stay.*

Unless otherwise provided in the Confirmation Order, all injunctions or stays arising under or entered during the Reorganization Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, that are in existence on the Confirmation Date shall remain in full force and effect until the Effective Date.

12.7 *Exculpation.*

Notwithstanding anything herein to the contrary, as of the Effective Date, neither the Debtor, the Reorganized Debtor, and the Creditors' Committee, and their respective officers, directors, members, employees, accountants, financial advisors, investment bankers, agents, and attorneys and representatives (but, in each case, solely in their capacities as such) shall have or incur any liability for any Claim, cause of action or other assertion of liability for any act taken or omitted to be taken in connection with, or arising out of, the Reorganization Cases, the formulation, dissemination, confirmation, consummation or administration of the Plan, property to be distributed under the Plan or any other act or omission in connection with the Reorganization Cases, the Plan, the Disclosure Statement or any contract, instrument, document or other agreement related thereto; *provided, however*, that the foregoing shall not affect the liability of any person that otherwise would result from any such act or omission to the extent such act or omission is determined by a Final Order to have constituted willful misconduct or gross negligence.

Nothing in this Section 12.7 shall limit the liability of the professionals of the Debtor, the Reorganized Debtor and the Creditors' Committee, and their respective officers, directors, members, employees, accountants, financial advisors, investment bankers, agents and attorneys and representatives to their respective clients pursuant to DR 6-102 of the Code of Professional Responsibility.

12.8 *Retention of Avoidance Actions.*

As of the Effective Date, the Reorganized Debtor shall retain any avoidance actions pursuant to sections 544, 547, 548 or 549 of the Bankruptcy Code.

ARTICLE XIII

RETENTION OF JURISDICTION

The Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of, or related to, the Reorganization Case and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code, including, without limitation:

(a) To hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, the allowance of Claims and Administrative Expense Claims resulting therefrom and any disputes with respect to executory contracts or unexpired leases relating to facts and circumstances arising out of or relating to the Reorganization Cases;

(b) To determine any and all adversary proceedings, applications and contested matters, whether filed prior to or after the Effective Date;

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

(d) To hear and determine any timely objections to, or requests for estimation of Disputed Administrative Expense Claims and Disputed Claims, in whole or in part and otherwise resolve disputes as to Administrative Expense Claims;

(e) To resolve disputes as to the ownership of any Administrative Expense Claim, Claim or Equity Interest;

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

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

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

(i) To hear and determine disputes or issues arising in connection with the interpretation, implementation or enforcement of the Plan, the Confirmation Order, any transactions or payments contemplated hereby, any agreement, instrument, or other document governing or relating to any of the foregoing or any settlement approved by the Bankruptcy Court;

(j) To hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including, without limitation, any request by the Debtor prior to the Effective Date or by the Reorganized Debtor, after the Effective Date for an expedited determination of tax under section 505(b) of the Bankruptcy Code);

(k) To hear and determine all disputes involving the existence, scope, nature or otherwise of the discharges, releases, injunctions and exculpations granted under the Plan, the Confirmation Order or the Bankruptcy Code;

(l) To issue injunctions and effect any other actions that may be necessary or appropriate to restrain interference by any person or entity with the consummation, implementation or enforcement of the Plan, the Confirmation Order or any other order of the Bankruptcy Court;

(m) To determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) To hear and determine any rights, Claims or causes of action held by or accruing to the Debtor pursuant to the Bankruptcy Code or pursuant to any federal or state statute or legal theory;

(o) To recover all assets of the Debtor and property of the Debtor's estates, wherever located;

(p) To enter a final decree closing the Reorganization Cases; and

(q) To hear any other matter not inconsistent with the Bankruptcy Code.

(r) To hear and determine any sale application under Section 363 of the Bankruptcy Code filed by the Debtor or Reorganized Debtor as to any of the Debtor's real or personal property and to direct the application and disbursement of any net sale proceeds, whether prior to or after Confirmation of the Plan.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

14.1 *Modification of Plan.*

Alterations, amendments or modifications of or to the Plan may be proposed in writing by the Debtor at any time prior to the Confirmation Date, provided that the Plan, as altered, amended or modified satisfies the conditions of sections 1122 and 1123 of the Bankruptcy Code and the Debtor shall have complied with section 1125 of the Bankruptcy Code. The Plan may be altered, amended or modified at any time after the Confirmation Date and before substantial consummation, provided that the Plan, as altered, amended or modified, satisfies the requirements of sections 1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as altered, amended or modified, under section 1129 of the Bankruptcy Code and the circumstances warrant such alterations, amendments or modifications. A holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder.

Prior to the Effective Date, the Debtor may make appropriate technical adjustments and modifications to the Plan of Reorganization without further order or approval of the Bankruptcy Court, provided that such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims or Equity Interests.

14.2 *Revocation or Withdrawal of the Plan.*

The Debtor reserves the right to revoke or withdraw the Plan, in whole or in part, prior to the Confirmation Date. If the Debtor revokes or withdraws the Plan in whole prior to the Confirmation Date, then the Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims or Equity Interests by or against the Debtor or any other person or to prejudice in any manner the rights of the Debtor or any person in any further proceedings involving the Debtor.

14.3 *Payment of Statutory Fees.*

All fees payable under section 1930 of chapter 123 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date.

14.4 *Post-Confirmation Date Professional Fees and Expenses.*

From and after the Confirmation Date, the Reorganized Debtor shall, in the ordinary course of business and without the necessity for any approval by the Bankruptcy Court, pay the reasonable fees and expenses of professional persons thereafter incurred by the Reorganized Debtor.

14.5 *Dissolution of the Creditors' Committee.*

On the Effective Date, the Creditors' Committee shall be dissolved and the members thereof shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Reorganization Case, and the retention or employment of the Creditors' Committee's attorneys, accountants and other agents, if any, shall terminate other than for purposes of filing and

prosecuting applications for final allowances of compensation for professional services rendered and reimbursement of expenses incurred in connection therewith.

14.6 *Expedited Tax Determination.*

The Debtor and the Reorganized Debtor are authorized to request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for any or all returns filed for, or on behalf of, the Debtor for any and all taxable periods (or portions thereof) ending after the Commencement Date through and including the Effective Date.

14.7 *Exhibits/Schedules.*

Any exhibits and schedules to the Disclosure Statement or the Plan are incorporated into and are a part of the Plan as if set forth in full herein.

14.8 *Substantial Consummation.*

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

14.9 *Severability of Plan Provisions.*

In the event that, prior to the Confirmation Date, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable in accordance with its terms.

14.10 *Governing Law.*

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit to the Plan provides otherwise (in which case the governing law specified therein shall be applicable to such exhibit), the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Mississippi without giving effect to its principles of conflict of laws.

14.11 *Notices.*

All notices, requests and demands to or upon the Debtor to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to DK, addressed to:

DK Aggregates LLC
15047 Big John Road
Biloxi, MS 39532

With a copy to:

Byrd & Wisner
P.O. Box 1939
Biloxi, MS 39533
Attn: Robert Alan Byrd
Telecopy No.: (228) 432-7029
Telephone No.: (228) 432-8123

Dated: 6-3, 2011.

Respectfully submitted,

DK AGGREGATES LLC

By: Murray Moran
Name: Managing Member
Title: Managing Member