

Keith M. Lundin

Keith M. Lundin
U.S. Bankruptcy Judge

Dated: 2/13/2014



**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

| | | |
|------------------------------------|---|-----------------------------|
| IN RE: |) | |
| |) | Case No. 12-08921 |
| MOORE FREIGHT SERVICE, INC. |) | Jointly Administered |
| and |) | Chapter 11 |
| G.R.E.A.T. LOGISTICS, INC., |) | Judge Keith Lundin |
| |) | |
| Debtors. |) | |

**ORDER CONFIRMING DEBTORS' SECOND AMENDED
CHAPTER 11 PLAN OF REORGANIZATION (Dated February 12, 2014)**

This Chapter 11 Case came on for hearing on February 12, 2014 (the "Confirmation Hearing"), to consider confirmation of the Debtors' Second Amended Chapter 11 Plan proposed by Moore Freight Service, Inc. and G.R.E.A.T. Logistics, Inc. (the "Debtors"). In response to formal and informal objections by parties in interest, Debtors have filed their Second Amended Chapter 11 Plan of Reorganization (dated February 12, 2014) (the "Plan") [Doc. No. 959], which incorporates the changes negotiated with creditors and announced at the hearing in open Court. All terms not specifically defined in this Confirmation Order shall have the meaning attributed to them in the Plan or, if not defined in the Plan, as such term is defined in 11 U.S.C. § 101.

The Court, having considered the Plan, the approved disclosure statement, the certificate of service relating to the Amended Chapter 11 Plan of Reorganization (dated September 16, 2013) [Docket No. 805], the results of the voting on the Plan, as amended, as announced in open Court and reflected in the summary of ballots filed on February 12, 2014 [Doc. No. 958], the testimony of Dan R. Moore in support of confirmation, all objections to the plan of

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reorganization, the representations of counsel regarding the withdrawal or resolution of those objections and the failure of any counsel or party present at the hearing to express any desire to proceed with an objection to the Plan, and being otherwise duly advised, makes the following findings of fact and conclusions of law regarding confirmation of the Plan:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Debtors filed their voluntary Chapter 11 petition on September 28, 2012.
2. On July 24, 2013, Debtors filed their initial Chapter 11 Joint Plan of Reorganization and corresponding disclosure statement. On September 16, 2013, Debtors filed an Amended Chapter 11 Joint Plan of Reorganization and an amended disclosure statement (the "Disclosure Statement").
3. By Order entered on September 18, 2013, after proper notice and hearing, this Court approved the Disclosure Statement and authorized Debtors to solicit votes for the Amended Chapter 11 Joint Plan of Reorganization. This Order also set deadlines to submit votes for or against the plan of reorganization and to file objections to confirmation of the plan or reorganization. This Order, the plan and an official ballot was mailed to all creditors and parties-in-interest, and all received adequate and proper notice of the right to vote on the Plan, to object to confirmation and to participate in the hearing on confirmation of the Plan.
4. Objections to confirmation of the plan were filed, and other creditors informally raised objections. Debtors and the creditors raising formal and informal objections have now resolved each of those objections by agreement, all of which agreements are reflected in the Plan or in this Order. At the Confirmation Hearing, Debtors announced their intention to include in the Plan or this Order all such agreements. No creditor or party-in-interest present at the Confirmation Hearing expressed any objection to confirmation of the Plan, and none indicated

any desire to contest confirmation of the Plan, so the Court finds that all such objections are withdrawn and satisfied by the modifications incorporated into the Plan. To the extent any objections were not raised or not withdrawn, the Court finds such objections to be without merit.

5. The Plan proposes that Debtors will continue their business operations and will make payments under the Plan with cash obtained from the operation of business.

8. The Plan complies with the applicable provisions of Title 11 of the United States Code.

9. Debtors, as Plan proponents, have complied with the applicable provisions of the Bankruptcy Code.

10. The Plan has been proposed in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Case and the formulation of the Plan.

11. All payments made or to be made in connection with this case or in connection with the Plan either have been approved by or are subject to approval of the Bankruptcy Court.

12. The identity of individuals who will serve as officers after confirmation have been fully disclosed, and, the Court finds that their service in these positions is consistent with the interests of the creditors, and with public policy. Further, the compensation to be paid to insiders post-confirmation has been fully disclosed, and is reasonable and appropriate.

13. There are no governmental regulatory commissions with jurisdiction after confirmation of the Plan whose approval is needed for rate schedules.

14. With respect to each impaired class of claims, each Holder of a claim of such class has either (a) accepted the Plan, or, if a class consists of more than one claimant, more than one-

half in number and more than two-thirds in dollar amount have accepted the Plan; or (b) will receive or retain under the Plan on account of such claim or interest property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would so receive or retain if Debtors were liquidated under Chapter 7 of Title 11 on such date.

15. Claims entitled to priority pursuant to sections 507(a) of the Bankruptcy Code, other than tax claims, will be paid in full on the Effective Date or when allowed by court order, if disputed.

16. Tax claims entitled to priority pursuant to Section 507(a)(8) of the Bankruptcy Code will be paid in full plus allowed interest over a period of 5 years from the Petition Date, or on such other terms as agreed to by the tax claimant and Debtors. Debtors may choose to pay the allowed tax claims earlier.

17. At least one class of claims that is impaired under the Plan has accepted the Plan, determined without including any acceptances of the Plan by any insider.

18. The Plan provides for the orderly reorganization of the business affairs of Debtors and payments contemplated by the Plan are feasible. Confirmation of the Plan is not likely to be followed by further financial reorganization by Debtors.

19. All fees payable under Section 1930 of Title 28, as determined by the Court at the hearing on confirmation of the Plan, have been paid or the Plan provides for the payment of such fees on the Effective Date of the Plan.

20. Debtors are not obligated for any retiree benefits as that term is defined in 11 U.S.C. § 1114.

21. Debtors and each attorney or other professional employed by them have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, 11 U.S.C. §1125.

22. The Plan satisfies all the mandatory requirements of 11 U.S.C. §1123(a). Additional provisions contained in the Plan are consistent with permissive plan provisions authorized by 11 U.S.C. §1123(b).

23. The Plan is fair and equitable and does not unfairly discriminate against any class of impaired claims. With respect to each class of secured claims, the Plan provides that the Holder retains the liens securing such claim to the extent of the allowed amount of such claim; and that each Holder of a Secured Claim shall receive on account of such claim deferred cash payments totaling at least the allowed amount of such claim, of a value, as of the Effective Date of the Plan, of at least the value of such Holder's interest in the estate's interest in such property. With respect to unsecured claims, the only class of unsecured creditors rejecting the Plan is the Class 37 Class of Prepetition Personal Injury Claims, in which only one claimant submitted a ballot. Although the rejecting claimant did not object to confirmation, the Court finds from the undisputed testimony that the Plan is fair and equitable with respect to any liability of Debtors in connection with the claim of the rejecting claimant based on the disputed nature of the claim and the presence of insurance, and any objection would therefore be overruled. The Plan satisfies the requirements of 11 U.S.C. §1129(b)(2)(A)(i) and 11 U.S.C. §1129(b)(2)(B).

24. Marquette Transportation Finance, Inc. ("Marquette") provided funding to Debtors both prior to and after the date of the commencement of the cases. The indebtedness owing to Marquette is not subject to dispute, offset or reduction.

25. Upon confirmation and in consideration for the terms and conditions contained in the Plan, Marquette has agreed to continue to provide financing to Debtors, as reorganized hereunder, following confirmation of the Plan (the "Exit Financing").

26. This Confirmation Order shall be valid and binding upon the Debtors and their estates, their creditors and all other parties-in-interest from and after the entry of this Confirmation Order, subject only to the liens specifically provided for in the Debtors' Plan of Reorganization.

27. The Exit Financing is shall be and is hereby secured by a first priority lien senior to the interests of the Debtors and its creditors in the following assets of Debtors (the "Collateral") described below:

all present and future Accounts of Moore; chattel paper, instruments, general intangibles, and documents whether or not considered an Account under the terms of this Agreement; all assets (but excluding all titled vehicles owned by any of the Debtors) including, records, inventory, non-titled equipment of every kind and description; furniture and fixtures; money; investment property; letters of credit; notes; tax refunds and insurance proceeds, all as defined in the Uniform Commercial Code and all proceeds thereof.

28. All of the modifications to the Amended Chapter 11 Plan of Reorganization (dated September 16, 2012) that were announced in open Court at the Confirmation Hearing and are set forth in the Plan or herein, satisfy the requirements of 11 U.S.C. §1127 and Bankruptcy Rule of Procedure 3019. The modifications also meet the requirements of 11 U.S.C. §§1122 and 1123, and Debtors have complied with 11 U.S.C. §1127. The modifications to the Amended Chapter 11 Plan of Reorganization (dated September 16, 2012), as reflected in the Plan and as described in open Court at the Confirmation Hearing, do not adversely change the treatment of the Claim of any Creditor who has not accepted the modification. Pursuant to Bankruptcy Rule of Procedure 3019(a), the Plan is deemed accepted by all Creditors who have previously voted to accept the Amended Chapter 11 Plan of Reorganization (dated September 16, 2012) as well as

those who changed their votes to be in favor of the Plan as reflected on the filed summary of ballots regarding the Plan.

29. This Court has jurisdiction over all matters provided in the Plan, pursuant to 28 U.S.C. §§1334 and 157(a). All matters in connection with the Plan and its confirmation are core proceedings under 28 U.S.C. § 157(b)(2).

30. Debtors, as proponents of the Plan, have met their burden of proving all of the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of evidence, which is the applicable evidentiary standard in this Court. The Court also finds that the Debtors has satisfied the elements of sections 1129(a) and (b) of the Bankruptcy Code under a strict clear and convincing standard of proof.

Accordingly, it is **ORDERED, ADJUDGED AND DECREED** as follows:

A. The Plan is CONFIRMED and APPROVED in accordance with Section 1129 of the Bankruptcy Code. All objections to the Plan that were not withdrawn are hereby overruled.

B. Debtors and their employees, professionals and agents are authorized and directed to take all such steps as may be necessary to effectuate and implement the terms and provisions of the Plan.

C. Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, until this Case is closed, this Court shall retain the fullest and most extensive jurisdiction of this Case that is permitted under applicable law, including that necessary to ensure that the purposes and intent of the Plan are carried out.

D. To the extent any inconsistencies exist between this Confirmation Order and the Plan, the terms of the Plan shall control this Confirmation Order.

E. Pursuant to the terms of the Plan, any person or entity who claims to be owed an Administrative Expense, including without limitation professional fees, employment benefits, and administrative taxes must file and serve a motion or application for allowance of such expense in accordance with L.B.R. 9013-1 no later than ninety (90) days after the Effective Date, provided that if this date falls on a weekend or holiday, then the deadline shall be extended to the first business day after the ninetieth day. Any claimant who fails to comply with this requirement shall be forever barred from collecting or taking any action to collect an Administrative Expense. Notwithstanding the foregoing, the U.S. Trustee shall not be required to comply with this provision with respect to quarterly fees owed by Debtors.

F. As of the Effective Date, the provisions of the Plan on the Effective Date shall be enforceable in accordance with their respective terms against, and shall bind any Holder of a Claim against either of the Debtors, including, in each case, all successors and assigns of any Holder, irrespective of whether the Claim is impaired under the Plan and the Holder has accepted the Plan.

G. The requirements of the Plan are binding upon and govern the acts of, and are enforceable against, all Persons including, without limitation, creditors, all Holders of Claims, Administrative Expenses and Priority Claims, all filing agents or officers, title agents or companies, recorders, registrars, administrative agencies, governmental units and departments, agencies or officials thereof, secretaries of state, and all other Persons who may be required by law, the duties of their office, or contract to accept, file, register, record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the assets of either of the Debtors.

H. Debtors and Marquette are authorized and directed to take any and all actions contemplated to be taken by them under the Plan, including, without limitation, the execution and delivery by Moore of the Exit Financing documents (including all other documents referenced therein or contemplated thereby) and the payment of the commitment fees, closing fees and all other fees and expenses payable by reorganized Moore under the Exit Financing documents. Specifically, but without limitation, Debtors are authorized to execute the following documents, as applicable, to evidence the Exit Financing in a form and substance satisfactory to Marquette:

1. An Advance Plus Revolving Credit and Security Agreement;
2. All such financing statements, notices, schedules, security agreements, mortgages, assignments, consents, agreements, instruments and documents necessary or required to evidence loans, to consummate the terms and provisions Exit Financing and to perfect the liens and security interests to be given to Marquette pursuant thereto;
3. A copy of the resolutions of the Shareholders and Board of Directors of Debtors authorizing the execution, delivery and performance of the Post Confirmation Loan, and the other matters contemplated hereby certified by the Secretary of Debtors, together with such related corporate action as Marquette may reasonably request;
4. Guaranties of the Exit Financing by G.R.E.A.T; and Daniel Moore.
5. Such other agreements, instruments and documents from Debtors or third parties as Marquette or its counsel shall require.

I. Marquette shall have and retain a first priority lien and security interest in the Collateral for all obligations of each of the Debtors of any kind or nature which is owing to Marquette senior to all other claims or interests in the Collateral, including any pre-petition tax liens filed against the Moore. Upon entry of this Confirmation Order, the security interests and liens granted to Marquette in the Collateral shall continue for the Exit Financing and all loans made to the Debtors by Marquette prior to the confirmation of the Plan shall be deemed to

continue to be first, valid and perfected as against all third parties, including but not limited to any tax liens filed against Debtors prior to confirmation, without regard to applicable federal, state or local filing and recording statutes, nunc pro tunc as of the date of confirmation and without further action of any party, including Marquette. All financing statements which are filed listing Debtors as "debtor" and Marquette as "secured party," executed in connection with the Exit Financing shall be deemed to have been filed and the security interests and liens evidenced thereby shall be deemed perfected nunc pro tunc as of the time and date of confirmation of the Plan.

J. Anything to the contrary elsewhere in this Confirmation Order or the Plan notwithstanding, after the Effective Date, this Court shall have no jurisdiction to interpret, enforce, adjudicate or resolve disputes or otherwise hear or decide any matters pertaining to the Marquette Exit Financing documents including, without limitation, concerning the enforcement of the provisions thereof or the enforcement of remedies thereunder, all of which shall be governed by and determined under applicable non-bankruptcy law and forums.

K. All property of the Debtors' estates shall vest with each entity for distribution pursuant to the Plan. Except as provided in the Plan and this Order, all property of the Debtors' estates is free and clear of all claims and interests of creditors and equity security holders.

L. Pursuant to Section 10.5 of the Plan, except as otherwise expressly provided in the Plan, nothing contained in the Plan or in the documents to be executed in connection with the Plan shall affect any Creditors' rights as to any third party, except that as long as Debtors are not in default in payments required under the Plan, no creditor holding a personal guaranty executed on or before the Petition Date or otherwise having a claim against any individual for an obligation of Debtors arising prior to the Petition Date whether by agreement, operation of state

or federal law, or otherwise (the "Third Party Obligation"), whether or not such Third Party Obligation has been reduced to judgment, may take any action to collect, reduce to judgment, or otherwise enforce such Third Party Obligation.

M. Pursuant to Section 11.3 of the Plan, to the extent Debtors have posted security deposits (with utilities or otherwise), pre-Petition Date, those amounts may be set off against Allowed Claims only upon the written consent of the Debtors or upon entry of a Final Order authorizing such offset. To the extent Debtors have posted security deposits (with utilities or otherwise) post-Petition Date, those amounts shall be remitted to the Debtors promptly after the Effective Date or otherwise applied as directed by Debtors.

N. The failure to specifically include or reference any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Plan be confirmed in its entirety.

O. Pursuant to Sections 105, 1123, 1129 and 1141 of the Bankruptcy Code, in order to preserve and implement the various transactions contemplated by and provided for in the Plan, as of the Confirmation Date, except as otherwise provided in the Plan or in the Confirmation Order, all Persons or entities that have held, currently hold or may hold a Claim or other debt, liability, or interest that is discharged pursuant to the terms of the Plan are permanently enjoined and forever barred to the fullest extent permitted by law from taking any of the following actions on account of any such discharged Claims, debts, liabilities, or interests, whether or not a proof of claim or interest based on any such debt, liability, or interest was filed under 11 U.S.C. § 501 and whether or not such claim or interest is allowed under 11 U.S.C. § 502, other than actions brought to enforce any rights or obligations under the Plan or the Plan documents:

(a) commencing or continuing in any manner any action or other proceeding against either of the Debtors or any of their assets;

(b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against either of the Debtors and or any of their assets;

(c) creating, perfecting or enforcing any lien or encumbrance against either of the Debtors or any of their assets;

(d) asserting a set-off, right of subrogation, or recoupment of any kind against any debt, liability or obligation due to the either of the Debtors;

(e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order; or

(f) attempting to collect from either of the Debtors or their assets, directly or indirectly, any obligation due that Person or entity that arose prior to the Effective Date, excluding only those obligations created in the Plan. By way of example, no Person or entity shall increase a charge or fee collectible from either of the Debtors or threaten or withhold a service, license, permit or refund otherwise due to either of the Debtors or threaten to file or file any lien or cause of action against either of the Debtors or otherwise take any action to interfere with Debtors' operation of those assets. Nor shall any Person or entity seek to offset any amount due either of the Debtors against any Debt due it from the Debtors that arose prior to the Effective Date, except as expressly authorized in the Plan.

P. The rights of the members of all classes of Claims against the Debtors under the Plan, including, without limitation, the right to receive distributions on account of such Claims or Interests, hereafter shall be limited solely to the right to receive such distributions exclusively as

provided in the Plan, and after the date hereof, the Holders of such Claims or Interests shall have no other or further rights against the either of the Debtors.

Q. Until the Effective Date, Debtors shall continue to operate their businesses in the ordinary course. Except as otherwise expressly provided in the Plan and in this Confirmation Order, all assets and property of the Debtors shall be vested in reorganized Debtors free and clear of all liens, security interests, claims and interests of holders of claims or interests, and all such liens, security interests, claims and interests are hereby extinguished except for the liens and security interests granted by reorganized Debtors to Marquette pursuant to the Exit Financing documents, and otherwise as specifically provided by the Plan or the Marquette Exit Financing documents.

R. The priority tax claim of the State of Michigan, Department of Treasury (“Michigan Treasury”) shall be paid in equal quarterly payments, payable on the last day of January, April, July, and October, for a period not to exceed 5 years from the Petition Date, with payments to commence on July 31, 2014. Interest shall accrue on any unpaid portion of Michigan Treasury’s priority claim at a rate of 4.75% from the Effective Date of the Plan until paid in full. Debtor may prepay some or all of Michigan Treasury’s priority tax claim plus accrued interest at any time. Upon the failure of Reorganized Debtor to make any payments due as provided herein that is not cured within 30 days of written notice of default by Michigan Treasury to Reorganized Debtor, Michigan Treasury may exercise all rights and remedies available under non-bankruptcy laws for the collection of its entire claim, or seek appropriate relief from this Court.

S. If any provision of this Order is invalidated or otherwise reversed on appeal, it shall not affect any other provision hereof, and the remaining provisions of this Order shall remain valid and in full force and effect.

T. Notwithstanding Bankruptcy Rule 3020(e), this Order shall effect immediately upon entry.

U. A copy of the confirmed Plan is attached hereto.

THIS ORDER WAS SIGNED AND ENTERED
ELECTRONICALLY AS INDICATED AT THE
TOP OF THE FIRST PAGE.

Submitted For Entry By:

HARWELL HOWARD HYNE
GABBERT & MANNER, P.C.

By: /s/ Barbara D. Holmes
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

| | | |
|-----------------------------|---|----------------------|
| IN RE: |) | |
| |) | Case No. 12-08921 |
| MOORE FREIGHT SERVICE, INC. |) | Jointly Administered |
| and |) | Chapter 11 |
| G.R.E.A.T. LOGISTICS, INC., |) | Judge Keith Lundin |
| |) | |
| Debtors. |) | |

DEBTORS' SECOND AMENDED JOINT PLAN OF REORGANIZATION
(Dated: February 12, 2014)

Debtors propose the following Amended Joint Plan of Reorganization (the "Plan") pursuant to the United States Bankruptcy Code (the "Bankruptcy Code") for Debtors and their Estates.

SUMMARY OVERVIEW

This Plan is a comprehensive proposal by Debtors that provides for the continuation of Debtors' businesses, payment in full of all Allowed Secured Claims, and a fair distribution to unsecured creditors.

ARTICLE I
DEFINITIONS

Unless the context otherwise requires, the following terms shall have the following meanings when used in initially capitalized form in this Plan. Such meanings shall be equally applicable to both the singular and plural forms of such terms. Any term used in initially capitalized form in this Plan that is not defined herein, but that is defined in the Bankruptcy Code, shall have the meaning assigned to such term in the Bankruptcy Code.

1.1. Administrative Claim means an administrative expense Claim under Sections 503(a) and (b) of the Bankruptcy Code, including Fee Claims, whenever incurred and irrespective of whether any payment or transfer has been made on behalf of such administrative expense Claim, and the fees payable to the United States Trustee under 28 U.S.C. §1930.

1.2. Allowed Amount means the amount in lawful currency of the United States of any Allowed Claim, or the number of shares representing any Allowed Interest.

1.3. Allowed Claim means, with reference to any Claim: (i) a Claim against either of the Debtors, proof of which, if required, was Filed on or before the Bar Date, which is not a Contested Claim; (ii) if no proof of claim or interest was so Filed, a Claim against either of the Debtors that has been or hereafter is listed by Debtors in their Schedules as liquidated in amount and not disputed or contingent; or (iii) a Claim allowed hereunder or by Final Order. An

Allowed Claim does not include any Claim or portion thereof which is a Disallowed Claim or which has been subsequently withdrawn, disallowed, released or waived by the holder thereof, by this Plan, or pursuant to a Final Order. Unless otherwise specifically provided in this Plan, an Allowed Claim shall not include any amount for punitive damages or penalties.

1.4. Avoidance Actions means any and all Causes of Action arising under Chapter 5 of the Bankruptcy Code, including without limitation any and all actions to avoid and recover overpayments, preferential transfers, fraudulent transfers, and any and all turnover actions to recover money or property due to the Debtor, regardless of whether they arise prepetition or after the Petition Date.

1.5. Bankruptcy Code means Title 11 of the United States Code, as amended.

1.6. Bankruptcy Court means the United States Bankruptcy Court for the Middle District of Tennessee, Nashville Division.

1.7. Bar Date means the deadline by which a Claim must be timely Filed. The Bar Date was February 28, 2013, for all prepetition Claims, except for claims for governmental entities. The Bar Date was March 27, 2013, for all prepetition Claims held by governmental entities. Should Debtors amend their Schedules in the future to change the amount of any claim or change a claim to disputed, contingent, or unliquidated, "Claims Bar Date" shall also mean, only with respect to those claims affected by the amendment, the later of the date set by the Court described in the preceding sentence or the date that is 30 days from service of notice of the amendment to the Schedules, provided that if the 30th day falls on a day that is not a Business Day, then the deadline shall be extended to the first Business Day after the 30th day, and any Holder of an amended Claim shall file a proof of claim with the Clerk of the Court by such date or be forever barred from doing so.

1.8. Business Day means any day, other than a Saturday, Sunday, or legal holiday (as that term is defined in Bankruptcy Rule 9006(a)).

1.9. Causes of Action means all claims or causes of action that belong to Debtors and/or that could have been brought by either of the Debtors under state or federal law, including the Bankruptcy Code, but not including any actions released under the Plan. Such claims and causes of actions include, but are not limited to, any claim or cause of action under a policy of insurance, Avoidance Actions, and any and all claims, causes of action, counterclaims, demands, controversies, against third parties on account of costs, debts, sums of money, accounts, reckonings, bonds, bills, damages, obligations, liabilities, objections, and executions of any nature, type, or description which Debtors have or may come to have, including, but not limited to, negligence, gross negligence, usury, fraud, deceit, misrepresentation, conspiracy, unconscionability, duress, economic duress, defamation, interference with contractual or business relationships, concealment, misuse of collateral, wrongful release of collateral, failure to inspect, environmental due diligence, negligent loan processing and administration, wrongful setoff, violations of statutes and regulations of governmental entities, instrumentalities and agencies (both civil and criminal), deceptive trade practices, breach or abuse of fiduciary duty, breach of any alleged special relationship, course of conduct or dealing, obligation of fair dealing, obligation of good faith, and obligation of good faith and fair dealing, at law or in

equity, in contract in tort, or otherwise, known or unknown, suspected or unsuspected. Without limiting the foregoing, such Causes of Action include potential actions, as more particularly described herein, against: (i) The Development Corporation of Knox County (Tennessee); (ii) Pilot Travel Centers LLC dba Pilot Flying J (and/or one more of its affiliates); and, (iii) Peterbilt dba The Pete Store and/or PACCAR Financial Services.

1.10. Chapter 11 Case means the above entitled and numbered, jointly-administered bankruptcy cases filed by Debtors pursuant to the provisions of Chapter 11 of the Bankruptcy Code.

1.11. Claim means: (i) right of payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) a right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.12. Claimant means a holder of a Claim.

1.13. Class means all of the holders of Claims against Debtors that have been designated as a class in Article III hereof.

1.14. Closing Conditions means that (i) no Material Adverse Change shall have occurred, and (ii) the Confirmation Order shall have been entered. Any or all of the Closing Conditions may be waived by Debtors.

1.15. Confirmation means the entry by the Bankruptcy Court of the Confirmation Order.

1.16. Confirmation Date means the date of entry by the Court of an order confirming the Plan.

1.17. Confirmation Hearing means the hearing or hearings to be held before the Bankruptcy Court in which Debtors shall seek Confirmation of this Plan.

1.18. Confirmation Order means the Order confirming this Plan, together with any supplements, amendments, or modifications thereto.

1.19. Consummation shall mean that (i) substantially all payments required to be made under the Plan on the Effective Date have been made, and (ii) payments to Classes 1 through 34 have commenced.

1.20. Contested when used with respect to a Claim, means a Claim against either of the Debtors that is: (i) listed in Debtors' Schedules as disputed, contingent, or unliquidated and as to which a proof of Claim has been timely Filed; (ii) listed in the Debtors' Schedules as undisputed, liquidated, and not contingent and as to which a proof of Claim has been Filed with the Bankruptcy Court, to the extent the proof of Claim amount exceeds the amount provided for in the Debtors' Schedules; or (iii) the subject of an objection which has been or may be timely Filed

and which claim has not been disallowed by Final Order. To the extent an objection relates to the allowance of only a part of a Claim, such a Claim shall be a Contested Claim only to the extent of the objection.

1.21. **Creditor** means holder of a Claim as of the Petition Date.

1.22. **Debtor** means, unless otherwise defined or noted herein, Moore Freight Service, Inc.

1.23. **Debtors** means Moore Freight Service, Inc. and G.R.E.A.T. Logistics, Inc.

1.24. **Deficiency Claims** means an Allowed Claim of a Creditor, equal to the amount by which the aggregate Allowed Claims of such Creditor exceed the sum of (a) any set off rights of the Creditor permitted under Section 553 of the Bankruptcy Code, plus (b) the Secured Claim of such Creditor; provided, however, that if the holder of a Secured Claim or the Class of which such Claim is a member makes the election provided in Section 1111(b)(2) of the Code, there shall be no Deficiency Claim in respect of such Claim.

1.25. **Disallowed Claim** means a Claim against one or both of the Debtors, or any portion thereof, (i) that has been disallowed by Final Order, (ii) proof of which has been untimely Filed and as to which no Order of allowance has been entered by the Bankruptcy Court, or (iii) listed as disputed, contingent, or unliquidated in Debtors' Schedules and as to which no proof of claim or proof of interest has been timely Filed.

1.26. **Disclosure Statement** means the Disclosure Statement for this Plan, together with any supplements, amendments, or modifications thereto.

1.27. **Effective Date** means (i) the first business day of the first month that is more than fourteen (14) days following the date on which the Confirmation Order is entered; or (ii) in the event the Confirmation Order is appealed or a motion to reconsider is filed, the fifteenth (15th) day after the entry of a Final Order denying the motion, dismissing such appeal or affirming the Bankruptcy Court's Confirmation Order; provided, however, that Debtors may delay for no more than thirty days or accelerate the Effective Date by a writing duly executed by Debtors and Filed with the Court establishing the revised Effective Date.

1.28. **Entity** includes any individual, partnership, corporation, estate, trust, governmental unit, person, and the United States Trustee.

1.29. **Estates** mean the respective bankruptcy estates of Debtors created by Section 541 of the Bankruptcy Code upon the commencement of their Chapter 11 Cases.

1.30. **Estimated Claim** means any Contested Claim which is estimated in accordance with Section 502(c) of the Bankruptcy Code. For purposes of voting and distribution under the Plan, the estimated amount of such Contested Claim shall be deemed the Allowed Amount of such Claim. For the full satisfaction of its Contested Claim and its related Allowed Claim, a Claimant shall have, as its sole and exclusive remedy, the rights to payment provided under this Plan and shall have no other rights or remedies and may not, following Consummation, assert any other right against Debtors, Claimant's estimated and Allowed Claim being fully satisfied by

such Debtors' payment obligations described in this Plan, and any amount in excess thereof being fully released, voided and discharged by the confirmation of this Plan.

1.31. **Exit Financing** has the meaning specified in Section 6.1.

1.32. **Fee Claim** means a Claim for fees and expense reimbursements under Sections 330 or 503(b) of the Bankruptcy Code.

1.33. **Filed** means filed with the Bankruptcy Court.

1.34. **Final Order** means: (i) an order of the Bankruptcy Court as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing, shall then be pending; or (ii) in the event that an appeal, writ of certiorari, reargument or rehearing thereof has been sought, such order of the Bankruptcy Court shall have been affirmed by the highest court to which such order may be appealed, or certiorari has been denied, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided, however, that the Confirmation Order may be treated as a Final Order at the option of the Debtors if no stay pending appeal has been obtained.

1.35. **Governmental Authority** means any agency of the United States, any state, or any municipality, including without limitation, any governmental agency designated to collect taxes on behalf of the United States, any state, or any municipality.

1.36. **Impaired** means the treatment of an Allowed Claim under this Plan unless, with respect to such Claim, either: (i) this Plan leaves unaltered the legal, equitable, and contractual rights to which such Claim entitles the holder of such Claim; or (ii) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim to demand or receive accelerated payment of such Claim after occurrence of a default, Debtors (A) cure any default that occurred before, on or after the commencement of the Chapter 11 Case other than default of the kind specified in Section 365(b)(2) of the Bankruptcy Code; (B) reinstate the maturity of such Claim as such maturity existed before such default; (C) compensate the holder of such Claim for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; and (D) do not otherwise alter the legal, equitable or contractual rights to which such Claim entitles the holder of such Claim or Interest.

1.37. **Legal Rate** means, with respect to Claim, the interest rate accruing upon judgments as set forth in 28 U.S.C. § 1961.

1.38. **Lien** means all valid and enforceable liens, security interests, claims and encumbrances against any property of either of Debtors' Estates which are permitted by, or not avoided pursuant to, the Bankruptcy Code.

1.39. **Material Adverse Change** means a change in the enterprise value, business operations or financial condition of Debtors that existed as of the Confirmation Date, which, in the sole judgment of the Debtors, materially and adversely diminishes the value of their businesses.

- 1.40. **Order** means an order or judgment of the Bankruptcy Court.
- 1.41. **Penalty Claims** means those Claims referenced in Bankruptcy Code Section 726(a)(4), but shall not include any Class 37 Claims.
- 1.42. **Petition Date** means September 28, 2012.
- 1.43. **Plan** means this Plan of Reorganization, as it may be amended or modified from time to time as permitted herein or in accordance with Section 1127 of the Bankruptcy Code.
- 1.44. **Plan Documents** means this Plan, the Disclosure Statement, and any and all other documents necessary to effectuate this Plan, and all exhibits and attachments to any of the foregoing.
- 1.45. **Prepetition Personal Injury Claims** means all claims against either or both of Debtors, including Eastbridge Trailer Sales, which was merged into Moore Freight in August of 2011, for any: (i) personal injury, wrongful death, or other tort claim arising out of or in connection with any action, act (including failure to act), or conduct (whether intentional or negligent) of Debtors prior to the Petition Date; (ii) workers compensation claim arising prior to the Petition Date; or, (iii) any lawsuit pending against either of Debtors as of the Petition Date.
- 1.46. **Priority Claim** means all Claims entitled to priority under Section 507(a)(2)-(a)(7) and (a)(9) of the Bankruptcy Code.
- 1.47. **Pro Rata** means in the same proportion that the amount of an Allowed Claim in any Class of Claims bears to the aggregate amount of all Claims in such Class, including in such aggregate amount both the Allowed Claims and any then unresolved Disputed Claims which may apply to that Class of Claims as of the date of any distribution payment made pursuant to this Plan.
- 1.48. **Reorganized Debtor** means reorganized Moore Freight Service, Inc. as reorganized upon Confirmation, including merged G.R.E.A.T. Logistics, Inc.
- 1.49. **Retained Assets** means all property of the estates of the Debtors that is not expressly abandoned by Debtors pursuant to the Plan, the Confirmation Order or another Final Order of the Court.
- 1.50. **Schedules** means those schedules and statements of financial affairs Filed by the applicable Debtors under Federal Rule of Bankruptcy Procedure 1007, as same may be amended from time to time.
- 1.51. **Secured** means an Allowed Claim that is secured by a lien on or security interest in property in which any Estate has an interest, or that is subject to setoff under Section 553 of the Bankruptcy Code, to the extent of the value of a Claimant's interest in such Estate's interest in such property, or to the extent of the amount subject to setoff, as the case may be.
- 1.52. **Taxes** means and includes all federal, state, county and local income, *ad valorem*, excise, stamp and other taxes of any type or nature whatsoever.

1.53. Tax Claims mean any and all Secured or Priority Claims of any Entity for the payment of any Taxes (a) accorded a priority pursuant to Section 507(a)(8) of the Bankruptcy Code (but excluding all Claims for post-petition interest and prepetition and post-petition penalties), or (b) secured by valid Liens on assets of any Debtor existing on the Confirmation Date (but excluding all Claims for post-petition interest and post-petition penalties).

1.54. Unsecured Claim means any Claim that is not an Administrative Claim, a Priority Claim, a Priority Tax Claim, a Prepetition Personal Injury Claim, or a Secured Claim, including but not limited to: (a) Claims under executory contracts and unexpired leases that have heretofore been rejected, that are rejected under this Plan or that may be rejected prior to the Confirmation Date (but not including administrative expenses arising from an executory contract or unexpired lease which has heretofore been rejected); (b) Claims for unpaid wages or benefits (including claims for vacation, sick and holiday pay) to the extent not entitled to be Priority Claims as provided herein; and (c) any other obligations, liabilities, damages or any other Claim held against Debtors of every type and nature whatsoever incurred on or before the date of filing of this Chapter 11 Case.

ARTICLE II **TREATMENT OF NON-CLASSIFIED CLAIMS**

Administrative Claims and Priority Tax Claims are not classified under Section 1123(a)(1) of the Code for purposes of voting or receiving distributions under the Plan.

2.1. Administrative Claims.

(a) General Allowed Administrative Claims. Each holder of an Administrative Claim, except as otherwise set forth in sections (b), (c), and (d) of this section 2.1 of the Plan shall receive either: (i) with respect to Administrative Claims which are Allowed Claims on the Effective Date, the amount of such holder's Allowed Claim in cash on the Effective Date; (ii) with respect to Administrative Claims which become Allowed Claims after the Effective Date, the amount of such holder's Allowed Claim in one cash payment as soon as practicable after such claim becomes an Allowed Administrative Claim; or (iii) such other treatment agreed upon by the Debtors and such holder; provided, however, that any such Administrative Claim representing a liability incurred in the ordinary course of business by any of the Debtors shall be paid in accordance with the terms and conditions of the particular transaction giving rise to such liability and any agreements relating thereto. Any person or Entity that asserts an Administrative Claim that is not paid on the Effective Date shall be required to file with the Court an application for allowance and payment of such asserted Administrative Claim and to serve notice thereof on all parties entitled to such notice. Any such claims must be filed within 90 days from the Effective Date. The failure to file timely the application as required under this section 2.1(a) of the Plan shall result in the Claim being forever barred and discharged. An Administrative Claim with respect to which an application has been properly Filed pursuant to this section 2.1(d) of this Plan and to which no objection has been filed or an objection has been filed but overruled by the Court, shall become an Allowed Administrative Claim to the extent such claim is allowed by Final Order.

(b) **Fee Claims of Professionals.** Each professional person whose retention with respect to this Chapter 11 Case has been approved by the Bankruptcy Court or who holds, or asserts, an Administrative Claim that is a Fee Claim shall be required to file with the Bankruptcy Court a final fee application within ninety (90) days after the Effective Date and to serve notice thereof on all parties entitled to such notice pursuant to applicable Bankruptcy Rules and in accordance with any orders entered in these cases regarding the compensation of professionals. Payments of Court-approved compensation shall be made promptly after the order approving such compensation becomes a Final Order. Debtors will not have any obligation for any Fee Claim that is disallowed or not approved by the Court.

(c) **Administrative Tax Claims.** Each holder of an Administrative Claim for Taxes for which either of the Debtors is responsible and any other Taxes of Debtors payable pursuant to Section 507(a)(1) of the Bankruptcy Code shall be paid the Allowed Amount of such holder's Claim in cash, in full, on the latest of: (i) the Effective Date, (ii) if Contested or unknown to Debtors, the date such Claim is Allowed by Final Order, or (iii) the date such payment is due under applicable law. Any person or Entity that asserts an Administrative Claim for Taxes that is not paid on the Effective Date shall be required to file with the Court an application for payment of such asserted Administrative Claim and to serve notice thereof on all parties entitled to such notice. Any such claims must be filed within ninety (90) days from the Effective Date. The failure to file timely the application as required under this section 2.1(c) of the Plan shall result in the Claim being forever barred and discharged. An Administrative Claim for Taxes with respect to which an application has been properly Filed pursuant to this section 2.1(d) of this Plan and to which no objection has been filed or an objection has been Filed but overruled by the Court, shall become an Allowed Administrative Claim to the extent such claim is allowed by Final Order.

(d) **Payment of Fees to U.S. Trustee.** All fees payable under 28 U.S.C. § 1930 shall be paid in cash in full when due.

2.2. **Secured and Priority Tax Claims.**

(a) **Secured *Ad Valorem* and Priority Tax Claims.** Except with respect to the claim of the Internal Revenue Service and unless otherwise agreed to by Debtors and any taxing authority, Debtors shall pay in full all Allowed Tax Claims over a period ending not later than five years after Petition Date. Debtors may in their sole discretion choose to make partial payments on Allowed Tax Claims, which payments shall be applied as indicated by Debtors. Any unpaid portion of such Allowed Priority Claims shall bear interest from the Effective Date until the date of payment at the Legal Rate.

(b) **Internal Revenue Service Claim.** The Allowed Tax Claim of the Internal Revenue Service (the "IRS") shall be satisfied by continuing payments of \$20,000 per month through December 2020, plus the following additional amounts:

(i) a lump sum payment of \$80,000 on the Effective Date of the Plan, of which \$60,858.29 shall be applied to the fully satisfy the principal and interest of the Priority Tax Claim and the balance shall be applied to the pre-petition penalty claim, and

a lump sum payment of \$60,000 on or before July 15, 2014, which shall be applied to the pre-petition penalty claim;

(ii) a lump sum payment of \$260,000 on July 15, 2015, which shall be applied to the pre-petition penalty claim;

(iii) a lump sum payment on July 15, 2016 of \$285,000, of which \$59,645.50 shall be applied to principal and interest on the Allowed Tax Claim and \$225,354.50 shall be applied to the pre-petition penalty claim;

(iv) a lump sum payment of \$310,000 on July 15, 2017, which shall be applied to principal and interest on the Allowed Tax Claim;

(v) a lump sum payment of \$335,000 on July 15, 2018, which shall be applied to principal and interest on the Allowed Tax Claim;

(vi) a lump sum payment of \$396,500 on July 15, 2019, which shall be applied to principal and interest on the Allowed Tax Claim; and,

(vii) a lump sum payment of \$20,500 on July 14, 2020, which shall be applied to principal and interest on the Allowed Tax Claim.

Any unpaid portion of the Allowed Tax Claim of the IRS shall bear interest from the Effective Date until the date of payment at the rate provided for in 11 U.S.C. § 511.

(b) **Liens Arising from Secured and Priority Tax Claims.** All Pre-Petition liens arising from Secured and Priority Tax Claims shall continue until such Claims are paid in full.

(c) **Penalties and Allowed Claims.** Except as provided herein, no Governmental Authority shall be entitled to receive any penalties for any period of time after the Petition Date nor shall any Allowed Tax Claim include any post-petition interest or pre-petition or post-petition penalties except as provided herein. Each Contested Tax Claim shall become an Allowed Tax Claim only upon entry of, and only to the extent such claim is allowed by, a Final Order.

ARTICLE III **DESIGNATION OF CLASSES OF CLAIMS AND INTERESTS**

Pursuant to Section 1123 of the Bankruptcy Code, the Debtors designate the following Classes of Claims and Interests.

3.1. Class 1 -- Priority Claims Other Than Priority Tax Claims. Class 1 consists of all Allowed Priority Claims against any of the Debtors, excluding any such Claims that were paid prior to the Effective Date. This class of claims is impaired under the Plan.

3.2. **Class 2 -- Secured Claim of Ally Financial.** This Class consists of the Secured Claim of Ally Financial. This class of claims is impaired under the Plan.

3.3. **Class 3 -- Secured Claim of Ametco.** This Class consists of the Secured Claim of Ametco. This class of claims is unimpaired under the Plan.

3.4. **Class 4 -- Secured Claim of Banc of America Leasing and Capital LLC.** This Class consists of the Secured Claim of Banc of America Leasing and Capital LLC ("Banc of America"). This class of claims is impaired under the Plan.

3.5. **Class 5 -- Secured Claim of Bancorp South Equipment Finance.** This Class consists of the Secured Claim of Bancorp South. This class of claims is impaired under the Plan.

3.6. **Class 6 -- Secured Claim of SummitBridge National Investments II, LLC and Branch Banking & Trust Company.** This Class consists of the Secured Claim of SummitBridge National Investments II, LLC (as transferee of BB&T) and Branch Banking & Trust Company ("BB&T"). This class of claims is impaired under the Plan.

3.7. **Class 7 -- Secured Claim of Capital One Equipment Leasing and Finance.** This Class consists of the Secured Claims of Capital One Equipment Leasing and Finance ("Capital One"). This class of claims is impaired under the Plan.

3.8. **Class 8 -- Secured Claim of Colonial Pacific Leasing Corporation.** This Class consists of the Secured Claim of Colonial Pacific Leasing Corporation ("Colonial Pacific"). This class of claims is impaired under the Plan.

3.9. **Class 9 -- Secured Claim of Ervin Leasing.** This Class consists of the Secured Claim of Ervin Leasing. This class of claims is impaired under the Plan.

3.10. **Class 10 -- Secured Claim of FCC Equipment Financing.** This Class consists of the Secured Claim of FCC Equipment Financing. This class of claims is unimpaired under the Plan.

3.11. **Class 11 -- Secured Claim of First State Bank.** This Class consists of the Secured Claim of First State Bank. This class of claims is unimpaired under the Plan.

3.12. **Class 12 -- Secured Claim of Ford Motor Credit.** This Class consists of the Secured Claim of Ford Motor Credit. This class of claims is unimpaired under the Plan.

3.13. **Class 13 -- General Electric Capital Corporation.** This Class consists of the Secured Claim of General Electric Capital Corporation ("GECC"). This class of claims is impaired under the Plan.

3.14. **Class 14 -- Secured Claims of Hitachi Capital.** This Class consists of the Secured Claims of HCA Equipment. This class of claims is impaired under the Plan.

3.15. **Class 15 -- Secured Claims of Marquette Transportation Finance, Inc.** This Class consists of the Secured Claims of Marquette Transportation Finance, Inc. ("Marquette"),

including the claim arising out of post-petition financing. This class of claims is unimpaired under the Plan.

3.16. Class 16 -- Secured Claims of Mercedes-Benz Financial Services USA LLC. This Class consists of the Secured Claims of Mercedes-Benz Financial Services USA LLC (“Mercedes-Benz”). This class of claims is impaired under the Plan.

3.17. Class 17 -- Secured Claims of Navistar Financial Corporation. This Class consists of the Secured Claims of Navistar Financial Corporation (“Navistar”). This class of claims is impaired under the Plan.

3.18. Class 18 -- Secured Claims of PACCAR Financial Corp. This Class consists of the Secured Claims of PACCAR Financial Corp. (“PACCAR”). This class of claims is impaired under the Plan.

3.19. Class 19 -- Secured Claim of PNC Equipment Finance LLC. This Class consists of the Secured Claim of PNC Equipment Finance LLC pka National City Commercial Capital Co. (“PNC”). This class of claims is impaired under the Plan.

3.20. Class 20 -- Secured Claim of SG Equipment Finance USA Corp. This Class consists of the Secured Claim of SG Equipment Finance USA Corp. (“SGEF”). This class of claims is impaired under the Plan.

3.21. Class 21 -- Secured Claim of Stearns Bank N.A. This Class consists of the Secured Claim of Stearns Bank N.A.. This class of claims is impaired under the Plan.

3.22. Class 22 -- Secured Claim of Susquehanna Commercial Finance, Inc. This Class consists of the Secured Claim of Susquehanna Commercial Finance Inc. (“Susquehanna”). This class of claims is impaired under the Plan.

3.23. Class 23 -- Secured Claim of Toyota Motor Credit Corp. This Class consists of the Secured Claim of Toyota Motor Credit Corp. (“Toyota”). This class of claims is impaired under the Plan.

3.24. Class 24 -- Transportation Alliance Bank. This Class consists of the Secured Claim of Transportation Alliance Bank (“TAB”). This class of claims is unimpaired under the Plan.

3.25. Class 25 -- Trinity Equipment. This Class consists of the Secured Claim of Trinity Equipment. This class of claims is impaired under the Plan.

3.26. Class 26 -- Secured Claim of United Capital Business Lending. This Class consists of the Secured Claim of United Capital Business Lending (“United Capital”). This class of claims is impaired under the Plan.

3.27. Class 27 -- US Bank NA dba US Bank Equipment Finance. This Class consists of the Secured Claim of US Bank NA dba US Bank Equipment Finance (“US Bank”). This class of claims is impaired under the Plan.

3.28. Class 28 – Secured Claim of Vehifax. This Class consists of the Secured Claim of Vehifax. This class of claims is impaired under the Plan.

3.29. Class 29 – Secured Claim of Volvo Financial Services. This Class consists of the Secured Claim of Volvo Financial Services (“Volvo”). This class of claims is impaired under the Plan.

3.30. Class 30 – Secured Claim of Wallwork Financial Corp. This Class consists of the Secured Claim of Wallwork Financial Corp (“Wallwork”). This class of claims is impaired under the Plan. Wallwork also is a party to lease with Debtor, which, if not already assumed or rejected as of the Effective Date, will be dealt with pursuant to the provisions of Article VII below.

3.31. Class 31 – Secured Claim of Webster Capital Finance, Inc. This Class consists of the Secured Claims of Webster Capital Finance f/k/a Center Capital Corporation (“Webster Capital”). This class of claims is impaired under the Plan.

3.32. Class 32 – Secured Claim of Wells Fargo. This Class consists of the Secured Claims of Wells Fargo. This class of claims is impaired under the Plan.

3.33. Class 33 – Secured Claim of Western Equipment Finance, Inc. This Class consists of the Secured Claim of Western Equipment Finance, Inc. (“Western Finance”). This class of claims is impaired under the Plan.

3.34. Class 34 – Unsecured Claims under \$2,500. This Class consists of all Allowed Unsecured Claims under \$2,500 against either or both Debtors or the Allowed Claim of any other Unsecured Claim holder electing treatment as a Class 34 Claimant by waiving that portion of their Claim in excess of \$2,500. This class of claims is impaired under the Plan.

3.35. Class 35 -- General Unsecured Claims. This Class consists of all Allowed Unsecured Claims against either or both of the Debtors, other than those in Classes 34 and 36. This class of claims is impaired under the Plan.

3.36. Class 36 – Penalty Claims. This Class consists of all Allowed Penalty Claims, but shall not include any Class 37 Claims (or any damages comprising any part of a Class 37 Claim). This class of claims is impaired under the Plan.

3.37. Class 37 – Prepetition Personal Injury Claims. This Class consists of all Allowed Prepetition Personal Injury Claims against either or both of Debtors, including Eastbridge Trailer Sales, which was merged into Moore Freight in August of 2011, for any: (i) personal injury, wrongful death, or other tort claim arising out of or in connection with any action, act (including failure to act), or conduct (whether intentional or negligent) of Debtors prior to the Petition Date; (ii) workers compensation claim arising prior to the Petition Date; or, (iii) any lawsuit pending against either of Debtors as of the Petition Date (the “Allowed Prepetition Personal Injury Claims”). This class of claims is impaired under the Plan

3.38. Class 38 -- Ownership Interests in Debtors. This Class consists of Ownership Interests in Debtors. This class is impaired under the Plan.

ARTICLE IV
PROVISIONS FOR SATISFACTION
OF CLASSIFIED CLAIMS

The Claims as classified in Article III hereof shall be satisfied in the manner set forth in this Article IV. The treatment of, and the consideration to be received by Entities holding Allowed Claims against either of the Debtors pursuant to this Plan shall be in full settlement, release, and discharge of their respective Allowed Claims against Debtors, but shall not affect the liability of any other Entity on such Claim.

4.1. Class 1 -- Priority Claims Other Than Priority Tax Claims. Each person or Entity holding a Class 1 Claim shall be paid the Allowed Amount of such Claim in cash, in full, on the latest of: (i) the Effective Date; (ii) the date such Claim is allowed by Final Order; or (iii) the date such payment is due under applicable law. Each Contested Priority Claim shall become an Allowed Priority Claim only upon entry of, and only to the extent such claim is allowed by, a Final Order. If any Allowed Priority Claims are not paid in cash in full on the latest of (i) the Effective Date; (ii) the date a Contested Priority Claim is Allowed in whole or in part by Final Order; or (iii) the date such payment is due under applicable law, then the unpaid portion of such Allowed Priority Claims shall bear interest from the Effective Date until the date of payment at the Legal Rate.

4.2. Class 2 -- Secured Claims of Ally Financial. This Class consists of the Secured Claim of Ally Financial.

Class 2.1. This sub-class consists of Ally Financial's claim secured by a 2012 Dodge Ram pickup with VIN *2274. The Class 2.1 Allowed Secured Claim in the amount of 40,798.42 shall be satisfied by payment, beginning on the 21st day of the first month after the Effective Date and on the 21st day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim plus simple interest at the rate of 4.75% from the Effective Date, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence.

Class 2.2. This sub-class consists of Ally Financial's claim secured by a 2010 Dodge Ram pickup with VIN * 2805. The Class 2.2 Allowed Secured Claim in the amount of \$24,244.88 shall be satisfied by payment, beginning on the 21st day of the first month after the Effective Date and on the 21st day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim plus simple interest at the rate of 4.75% from the Effective Date, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence.

Class 2.3. This sub-class consists of Ally Financial's claim secured by a 2008 Ford F450 pickup with VIN *5513. The Class 2.3 Allowed Secured Claim in the amount of \$37,377.45 shall be satisfied by payment, beginning on the 21st day of the first month after the Effective Date and on the 21st day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim plus simple

interest at the rate of 4.75% from the Effective Date, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence.

As security, the Class 2 Claimant shall retain all Liens on (i) the 2012 Dodge Ram pickup with VIN *2274; (ii) the 2010 Dodge Ram pickup with VIN * 2805; and, (iii) the 2008 Ford F450 pickup with VIN *5513 (together the "Vehicles") held as of the Petition Date, and all terms, rights and remedies under the existing retail installment sale contracts with Ally Financial remain in full force and effect, except as modified herein with regard to the amount owed and payment terms and such other modifications as may be agreed to by Debtors and the Class 2 Claimant. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell to unaffiliated third parties either of the Vehicles for an amount not less than the principal balance due to the lender; provided however, that Debtors shall pay to lender the sale proceeds without deduction for any sales costs associated with any sale, up to the remaining balance owed to the lender on each contract. Upon payment in full of a Class 2 Allowed Secured Claim, whether by prepayment or tender of sale proceeds, Ally Financial shall release the Lien with respect to the particular Vehicle which secures the obligations under the paid in full contract.

4.3. Class 3 -- Secured Claim of Ametco. This Class consists of the Secured Claim of Ametco. The Class 3 Claim was fully satisfied by surrender of certain collateral as provided for by order of the Court entered on June 12, 2013 (Docket No. 722). No other or additional amount shall be paid on account of the Class 3 Claim.

4.4. Class 4 -- Secured Claim of Banc of America Leasing and Capital LLC. This Class consists of the Secured Claim of Banc of America in the amount agreed to by Debtors and the Class 4 Claimant. The Class 4 Allowed Secured Claim plus interest at the rate of 4.75% per annum shall be satisfied by monthly payments of \$20,191, beginning on the 19th day of the first month after the Effective Date and on the 19th day of each month.

As security, the Class 4 Claimant shall retain all Liens held as of the Petition Date, pursuant to such modified loan documents as agreed to by Debtors and the Class 4 Claimant. Provided Debtors are not in default of their obligations to lender, Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraiser acceptable to lender; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.5. Class 5 -- Secured Claim of Bancorp South. This Class consists of the Secured Claim of Bancorp South. The Class 5 Claim shall be satisfied by payment, beginning on the 10th day of the first month after the Effective Date and on the 10th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a

rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 96 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 5 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal;; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.6. Class 6 -- Secured Claim of SummitBridge National Investments II, LLC. This Class consists of the Secured Claim of SummitBridge National Investments II, LLC (as transferee of BB&T).

Class 6.1 – Real Property. This sub-class consists of SummitBridge's claim secured by certain real property located in Mascot, Knox County, Tennessee (the "Real Property"). The Class 6.1 Allowed Secured Claim of \$1,805,149 shall be satisfied as follows. The Class 6.1 Claim shall bear interest from the Effective Date at a rate of 5% per annum and shall be due and payable in full on the 7th anniversary of the Effective Date. The debt may be prepaid in whole or in part at any time without penalty. Beginning on the 10th day of the first month after the Effective Date and on the 10th day of each month thereafter, Debtors shall make equal payments of principal and interest in the amount required to amortize the debt in full over a period of fifteen (15) years from the date on which such payments of principal and interest commence.

The unimproved portion of the Real Property that Debtor purchased from The Development Corporation of Knox County shall be resold to The Development Corporation of Knox County for a sale price of not less than \$175,000, which shall be used to satisfy the Allowed Tax Claim of Knox County, and the balance, after reasonable closing costs, shall be remitted to the Class 6.1 Claimant to be applied to reduce the outstanding principal due on the Class 6.1 Claim, provided that Debtors are not in default on their obligations to lender on its Class 6.1 claim. After application of the net proceeds from the sale, the monthly payment on the Class 6.1 Claim shall be recalculated to account for the reduction in the debt.

As security, the Class 6.1 Claimant shall retain all Liens held as of the Petition Date, and all rights and remedies under financing statements and security agreements to be reaffirmed by Debtors with modifications conforming to the provisions of this Plan and such other modifications as may be agreed to by Debtors and the Class 6.1 Claimant or such new financing statements and security agreements as may be agreed to by Debtors and the Class 6.1 Claimant.

Class 6.2 – Rolling Stock. This sub-class consists of SummitBridge’s claim secured by certain rolling stock owned by Debtors. The Class 6.2 Allowed Secured Claim shall be \$1,166,486, less application of any payment made prior to the Effective Date, and shall be satisfied by payment, beginning on the 25th day of the first month after the Effective Date and on the 25th day of each month thereafter, of equal payments of principal and interest from the Effective Date at a rate of 4.75% per annum in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence.

As security, the Class 6.2 Claimant shall retain all Liens held as of the Petition Date, and all rights and remedies under financing statements and security agreements to be reaffirmed by Debtors with modifications conforming to the provisions of this Plan and such other modifications as may be agreed to by Debtors and the Class 6.2 Claimant or such new financing statements and security agreements as may be agreed to by Debtors and the Class 6.2 Claimant. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing the Class 6.2 claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal, provided that Debtors first seek consent from the Class 6.2 Claimant no less than ten (10) business days prior to any intended disposition of collateral, and provided further that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 6.2 claim. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 6.2 claim. A request for consent by Debtors under this paragraph shall not be effective unless directed in writing to:

SummitBridge National Investments II, LLC
Wells Fargo Center
1700 Lincoln Street, Suite 2150
Denver, CO 80203
Attn: Senior Asset Manager

Further, upon receipt of the first three (3) payments, SummitBridge shall promptly execute all instruments and documents necessary to release titles to the following vehicles in the following order:

- (i) First payment release title to a 2003 Peterbilt with VIN *1634 (Paul Kopatz, owner operator).
- (ii) Second payment release title to a 2003 Peterbilt with VIN *8184 (David McDaniel, owner operator).
- (iii) Third payment release title to a 2003 Peterbilt with VIN *8890 (Guy Runyon, owner operator).

Class 6.3 – BMW. This sub-class consists of BB&T's claim secured by a 2011 BMW 250 li with VIN *4751. The Class 6.3 Claim has been fully satisfied by surrender of the BMW, and no additional or other amounts shall be paid on account of the Class 6.3 Claim. BB&T's related unsecured deficiency claim, Claim Number 19, shall be an Allowed Unsecured Claim in the amount of and limited to \$2,500 and shall be treated as a Class 34 claim unless otherwise satisfied.

4.7. Class 7 – Secured Claim of Capital One This Class consists of the Secured Claim of Capital One. The Class 7 Allowed Secured Claim in the amount of \$88,720.88 shall be satisfied by payment, beginning on the 5th day of the first month after the Effective Date and on the 5th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim plus interest calculated at a rate of 4.75% per annum from the Effective Date, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence.

As security, the Class 7 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.8. Class 8 -- Secured Claims of Colonial Pacific. This Class consists of the Secured Claims of Colonial Pacific. The Class 8 Claim shall be satisfied by payment, beginning on the 1st day of the first month after the Effective Date and on the 1st day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 4.75%, in the amount required to amortize the debt in full over a period of 60 months for the first 24 months, and beginning in the 25th month, in the amount required to amortize the balance of debt in full over a period of 24 months. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 8 Claimant shall retain all Liens held as of the Petition Date (in the collateral remaining after surrender of the Sale Collateral), and all rights and remedies under a new security agreement to be executed by the Reorganized Debtor, and which shall expressly include the right to collect the difference between the amount paid pursuant to the Plan and any remaining balance on the Allowed Secured Claim, as stated in the new security agreement, owed by Guarantors pursuant to guaranties. In no event will the Class 8 Claimant receive less than the amount of its Allowed Secured Claim or will the Allowed Secured Claim be treated as an unsecured claim. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party

appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.9. Class 9 – Secured Claim of Ervin Leasing. This Class consists of the Secured Claim of Ervin Leasing. The Class 9 Claim shall be satisfied by payment, beginning on the 20th day of the first month after the Effective Date and on the 20th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 9 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.10. Class 10 -- Secured Claims of FCC Equipment Financing. This Class consists of the Secured Claims of FCC Equipment Financing. The Class 10 Claims have been fully satisfied by surrender of the collateral securing FCC Equipment Financing's claim pursuant to Agreed Order entered on March 12, 2013 (Docket No. 634), and no additional or other amounts shall be paid on account of the Class 10 Claim.

4.11. Class 11 -- Secured Claim of First State Bank. This Class consists of the Secured Claim of First State Bank. On or before the Effective Date, Debtors shall have paid to First State Bank proceeds from the sale of collateral, which shall fully satisfy the Class 11 Claims, and no additional or other amounts shall be paid on account of the Class 11 Claim.

4.12. Class 12 – Secured Claim of Ford Motor Credit. This Class consists of the Secured Claim of Ford Motor Credit. The Class 12 Claim has been fully satisfied by Debtors' payment in full prior to the Effective Date and no other amounts shall be paid on account of the Class 12 Claim.

4.13. Class 13 -- Secured Claim of GECC. This Class consists of the Secured Claims of GECC. The Class 13 Claim shall be satisfied by payment, beginning on the 5th day of the first month after the Effective Date and on the 5th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of

all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 4.75%, in the amount required to amortize the debt in full over a period of 60 months for the first 24 months, and beginning in the 25th month, in the amount required to amortize the balance of the debt in full over a period of 24 months. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 13 Claimant shall retain all Liens held as of the Petition Date (in the collateral remaining after surrender of the Sale Collateral), and all rights and remedies under, a new security agreement to be executed by the Reorganized Debtor, and which shall expressly include the right to collect the difference between the amount paid pursuant to the Plan and any remaining balance on the Allowed Secured Claim as stated in the new security agreement, owed by Guarantors pursuant to guaranties. In no event will the Class 13 Claimant receive less than the amount of its Allowed Secured Claim or will the Allowed Secured Claim be treated as an unsecured claim. Debtors may prepay all or some of the amount due without penalty. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.14. Class 14 -- Secured Claim of Hitachi Capital. This Class consists of the Secured Claim of Hitachi Capital. The Class 14 Claim shall be satisfied by payment, beginning on the 10th day of the first month after the Effective Date and on the 10th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 36 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 14 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.15. Class 15 -- Secured Claim of Marquette. This Class consists of the Secured Claim of Marquette, including the claim arising out of post-petition financing. The Marquette Post-Petition Claim fluctuates on a daily basis pursuant to the terms of the following orders:

A. EXPEDITED INTERIM AGREED ORDER: (I) APPROVING STIPULATION AND AGREEMENT REGARDING DEBTOR'S EMERGENCY MOTION FOR POSTPETITION FINANCING AND USE OF CASH COLLATERAL; (II) GRANTING LIENS AND SECURITY INTERESTS PURSUANT TO 11 U.S.C. §364(c); AND (III) AUTHORIZING USE OF CASH COLLATERAL, entered October 3, 2012 (Docket No. 58); and

B. STIPULATION AND AGREEMENT REGARDING DEBTOR'S EMERGENCY MOTION PURSUANT TO 11 U.S.C. §§ 363 AND/OR 364 FOR INTERIM AND FINAL ORDERS AUTHORIZING (I) DEBTOR-IN-POSSESSION FINANCING AND/OR (II) LIMITED USE OF CASH COLLATERAL AND GRANTING ADEQUATE PROTECTION (the "Stipulation"), which was approved by Order of the Bankruptcy Court entered November 8, 2012 (Docket No. 176).

Marquette shall retain its liens, claims and rights arising in or relating to the Marquette Pre-Petition Claim, and in, to and against the Marquette Pre-Petition Collateral, with the same dignity, priority and effect as it held prior to the commencement of this case. The Marquette Pre-Petition Claim has been reduced by the application of accounts receivable that were part of the Marquette Pre-Petition Collateral that were collected post-petition and credited in accordance with the parties' loan documents.

The Marquette Post-Petition Claim is secured by a valid first priority lien in, to and against the following assets of Moore (the "Marquette Post-Petition Collateral"): all present and future accounts, all of Debtors other accounts; chattel paper, instruments, general intangibles, and documents whether or not considered an account; all assets (but excluding all titled vehicles owned by any of the Debtors, avoidance actions or other actions under Chapter 5 of the Bankruptcy Code or any proceeds or recoveries therefrom, and claims against Pilot J/Flying J or Peterbilt/PACCAR or any proceeds or recoveries therefrom) including, records, inventory, non-titled equipment of every kind and description; furniture and fixtures; money; investment property; letters of credit; notes; tax refunds and insurance proceeds, all as defined in the Uniform Commercial Code and all proceeds thereof.

Pursuant to the terms of the Stipulation, the full amount of the Marquette Post-Petition Claim and any remaining Marquette Pre-Petition Claim is due and payable upon confirmation of a Plan of Reorganization by the Debtors. Upon confirmation, Marquette asserts it would be entitled to charge Moore Freight a termination fee in excess of \$193,791.00. However, Marquette has agreed to waive the termination fee in consideration for the treatment provided hereunder and as an inducement to provide a new loan to the reorganized Moore Freight, as follows:

Marquette will provide financing pursuant to the terms of a new loan to Moore Freight (the "Exit Financing"). The Exit Financing will be used first to pay in full the then-outstanding balance of the Marquette Post-Petition Claim and any remaining balance of the Marquette Pre-

Petition Claim, in both cases including all accrued interest, attorney fees and expenses, and other charges described in the parties' loan documents and the Stipulation. Marquette will continue to provide financing to Moore Freight's ongoing post-confirmation operations. The Exit Financing will continue to be secured by Moore Freight's Pre-Petition, Post-Petition and Post-Confirmation assets described above (collectively, the "Collateral"). The terms and conditions of the Exit Financing will be finalized prior to Confirmation.

Marquette shall have and retain its first priority lien and security interest in, to and against the Collateral for all amounts relating to its Post-Petition Claim, including all rights granted to Marquette in the Stipulation. In the event Marquette continues to provide financial accommodations following confirmation and prior to the execution of the Exit Financing ("Interim Financing"), such financing shall be included in and subject to all of the terms and conditions, and secured by the same liens and security interests as described in the Stipulation. Marquette shall have all of the rights and remedies provided herein with respect to any and all such financing. Upon entry of an order approving the Plan, the security interests and liens granted to Marquette in the Collateral for the Exit Financing (which shall exclude all titled vehicles owned by any of the Debtors, avoidance actions or other actions under Chapter 5 of the Bankruptcy Code or any proceeds or recoveries therefrom, and claims against Pilot J/Flying J or Peterbilt/PACCAR or any proceeds or recoveries therefrom), shall be deemed to continue to be first, valid and perfected as against all third parties, without regard to applicable federal, state or local filing and recording statutes, *nunc pro tunc* as of the Confirmation Date and without further action of any party, including Marquette. Marquette may, but need not, take such steps as it deems desirable to perfect its lien in the post confirmation Collateral. All of its liens and security interests shall relate back to the date of their original perfection, without interruption.

4.16. Class 16 -- Secured Claim of Mercedes-Benz. Class 16 shall consist of the Allowed Secured Claim of Mercedes-Benz in the amount of \$466,263.86 as of January 15, 2014, owing under the Mercedes-Benz Loan Documents. **Mercedes-Benz Collateral** means any and all collateral, including rolling stock, given to secure payment and performance by Debtors of Debtors' obligations and indebtedness to Mercedes-Benz, including any and all obligations and indebtedness under the Note and Security Agreements attached as Exhibits A through E to Mercedes-Benz October 17, 2012, Motion for Relief from Stay or, in the Alternative, for Adequate Protection [Doc. No. 92](the "Mercedes-Benz Loan Documents"), excluding, however, the rolling stock sold pursuant to the December 17, 2013, Expedited Agreed Order Between Debtor and Mercedes-Benz Financial Services USA, LLC Allowing Sale of Certain Assets Free and Clear of Liens, Claims, And Encumbrances [Doc. No. 917].

Mercedes-Benz' secured claim shall be allowed for all purposes, including all purposes under this Plan, and shall be deemed fully secured by the Mercedes-Benz Collateral as of the Petition Date and as of the Effective Date. Mercedes-Benz's lien in the MBFS Collateral shall: (a) constitute a first priority and indefeasible lien, not subject to avoidance, subordination or challenge, in the Mercedes-Benz Collateral; and (b) secure all indebtedness and obligations of Debtors and the Reorganized Debtors to Mercedes-Benz, whether such indebtedness or obligation arose prepetition or postpetition, including all obligations and indebtedness owing under the Mercedes-Benz Loan Documents and under the Plan.

Mercedes-Benz shall retain its lien in the Mercedes-Benz Collateral and the MBFS Loan Documents shall continue in full force and effect, including all applicable grace periods, except as expressly modified under this paragraph. Interest shall accrue on the MBFS Allowed Secured Claim at the rate of 4.75% per annum from the Effective Date. Beginning on the 5th day of the first month after the Effective Date and on the 5th day of each month thereafter, Debtors shall make equal payments of principal plus accrued interest, such that the Allowed Secured Claim of Mercedes-Benz is amortized and paid in full, including all accrued interest, over a period of 50 months from the Effective Date.

Provided that: (a) all sales are cash sales for fair market value; (b) Debtors provides Mercedes-Benz with no less than ten (10) business days' notice of any intended disposition, including the vehicle identification numbers of units to be sold and anticipated direct costs of sale and proceeds; and (c) Debtors pay to MBFS the net disposition proceeds (meaning gross proceeds less direct costs of sale), Debtors may dispose of Mercedes-Benz Collateral: (a) with Mercedes-Benz' written consent; or (b) in the event Mercedes-Benz does not respond to Debtors' request for consent within the ten business day notice period above. In the event Mercedes-Benz declines to consent to any proposed sale of Mercedes-Benz Collateral which otherwise meets the conditions in this paragraph above, Debtors and Mercedes-Benz shall mutually agree on an appraiser whose determination regarding fair market value shall be conclusive, or otherwise reach a mutually acceptable plan for disposition of the Mercedes-Benz Collateral. A request for consent by Debtors under this paragraph shall not be effective unless directed in writing to:

Craig Horve
Fleet Collections Manager
Daimler Truck Financial
Mercedes-Benz Financial Services USA LLC
13650 Heritage Parkway
Fort Worth, TX 76177
Office: 817.224.5186
Cell: 630.215.9274
Fax: 817.224.4050
Craig.m.horve@daimler.com

Mercedes-Benz agrees to apply all sale proceeds from any disposition of Mercedes-Benz Collateral under this paragraph in the following order: first, against the account(s) directly related to the financing of the unit(s) sold; second, to any Deficiency Account; third, to any account directly related to the oldest Mercedes-Benz Collateral. For purposes of this paragraph "Deficiency Account" means any Mercedes-Benz account reflecting any deficiency balance owing in connection with the sale of any Mercedes-Benz Collateral.

Notwithstanding the terms of the Mercedes-Benz Loan Documents, including any third party guaranty of the Allowed Secured Claim of Mercedes-Benz (a "Guaranty"), provided that there has been no default by Debtors under the Plan or no other default by Debtors under the Mercedes-Benz Loan Documents and Debtors continue to comply with, and meet their obligations under, the Plan and otherwise under the Mercedes-Benz Loan Documents, Mercedes-

Benz agrees to forbear from declaring any default under the Plan or the Mercedes-Benz Loan Documents as a consequence of the occurrence of any default under a Guaranty, or any impairment of a Guaranty. For the avoidance of doubt, nothing in this paragraph shall require Mercedes-Benz to forbear with respect to any other default resulting from Debtors' breach of any of the terms of, or failure to comply with, the Plan or Mercedes-Benz Loan Documents.

4.17. Class 17 -- Secured Claims of Navistar. This Class consists of the Secured Claims of Navistar. The Class 17 Allowed Secured Claim in the amount of \$156,750.00 shall be satisfied by payment, beginning on the 26th day of the first month after the Effective Date and on the 26th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim plus interest calculated at a rate of 4.75% per annum from the Effective Date, in the amount required to amortize the debt in full over a period of 36 months from the date on which such payments of principal and interest commence.

As security, the Class 17 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.18. Class 18 -- Secured Claim of PACCAR. This Class consists of the Secured Claims of PACCAR. PACCAR shall also have: (i) an Allowed Unsecured Claim in the amount of \$550,000, which shall be treated as a Class 35 General Unsecured Claim and (ii) an Allowed Administrative Claim in the amount of \$75,000, which shall be treated as provided for by separate Agreed Order. The Class 18 Claims shall be satisfied as follows.

Class 18.1 – Secured by Tractors. Beginning on the 20th day of the first month after the Effective Date and on the 20th day of each month thereafter, equal payments of principal equal to the amount of the Class 18.1 Claimants Allowed Secured Claim of \$919,399.25, plus interest calculated at a rate of 4.75% per annum, in an amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. As security, the Class 18.1 Claimant shall retain all Liens held as of the Petition Date, and all rights and remedies under financing statements and security agreements to be reaffirmed by Debtors with modifications conforming to the provisions of this Plan and such other modifications as may be agreed to by Debtors and the Class 18.1 Claimant or new financing statements and security agreements as may be agreed to by Debtors and the Class 18.1 Claimant. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing the Class 18.1 claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, (1) that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 18 claims and (2) that PACCAR shall have the

right of first refusal on any such sale to purchase the collateral through a credit of an equal amount to the Class 18 claims. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 18 claims.

Class 18.2 – Secured by Trailers. Beginning on the 20th day of the first month after the Effective Date and on the 20th day of each month thereafter, equal payments of principal equal to the amount of the lender's Allowed Secured Claim of \$999,258.53, plus interest at 4.75% per annum, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence. As security, the Class 18.2 Claimant shall retain all Liens held as of the Petition Date, and all rights and remedies under financing statements and security agreements to be reaffirmed by Debtors with modifications conforming to the provisions of this Plan and such other modifications as may be agreed to by Debtors and the Class 18.2 Claimant or new financing statements and security agreements as may be agreed to by Debtors and the Class 18.2 Claimant. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing the Class 18.2 claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, (1) that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 18 claims and (2) that PACCAR shall have the right of first refusal on any such sale to purchase the collateral through a credit of an equal amount to the Class 18 claims. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 18 claims.

Release of Claims. The Debtors release any and all claims against PACCAR Inc., a Delaware corporation (and all of its subsidiaries) and The Pete Store, LLC (together with its affiliates and/or subsidiaries, including Peterbilt of Knoxville, Inc.) arising out of the sale, lease or usage of the vehicles described in the Proofs of Claim filed by PACCAR.

4.19. Class 19 -- Secured Claims of PNC. This Class consists of the Secured Claims of PNC. The Class 19 Claim shall be satisfied by payment, beginning on the 20th day of the first month after the Effective Date and on the 20th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 19 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market

value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.20. Class 20 -- Secured Claims of SGEF. This Class consists of the Secured Claims of SGEF. If not fully paid on or before the Effective Date from a sale of collateral, the Class 20 Claim shall be satisfied by payment, beginning on the 10th day of the first month after the Effective Date and on the 10th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 20 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.21. Class 21 -- Secured Claims of Stearns Bank. This Class consists of the Secured Claims of Stearns Bank. The Class 21 Claim shall be satisfied by payment, beginning on the 15th day of the first month after the Effective Date and on the 15th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 21 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the

lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.22. Class 22 -- Secured Claims of Susquehanna. This Class consists of the Secured Claim of Susquehanna. The Class 22 Allowed Secured Claim in the amount of \$241,863.52 shall be satisfied by payment, beginning on the 25th day of the first month after the Effective Date and on the 25th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim plus interest calculated at a rate of 4.75% per annum from the Effective Date, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence.

As security, the Class 22 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.23. Class 23 -- Secured Claims of Toyota. This Class consists of the Secured Claims of Toyota. The Class 23 Claim shall be satisfied by payment, beginning on the 14th day of the first month after the Effective Date and on the 14th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 23 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.24. Class 24 -- Secured Claim of Transportation Alliance Bank ("TAB"). This Class consists of the secured claim of TAB. The Class 24 Claim has been fully satisfied by surrender of the collateral securing TAB's claim pursuant to Agreed Order entered on March 19, 2013 (Docket No. 651), and no additional or amounts shall be paid on account of the Class 24 Claim.

4.25. Class 25 – Secured Claim of Trinity Equipment. This Class consists of the Secured Claim of Trinity Equipment. The Class 20 Claim shall be satisfied by payment, beginning on the 1st day of the first month after the Effective Date and on the 1st day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 25 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.26. Class 26 – Secured Claims of United Capital. This Class consists of the Secured Claims of United Capital. On or before the Effective Date, Debtors shall have paid to United Capital proceeds from the sale of collateral, which shall fully satisfy the Class 26 Claims, and no additional or other amount shall be paid on account of the Class 26 Claim.

4.27. Class 27 – Secured Claim of US Bank. This Class consists of the Secured Claim of US Bank. The Class 27 Allowed Secured Claim in the amount of \$102,500 shall be satisfied by payment, beginning on the 19th day of the first month after the Effective Date and on the 19th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim plus interest calculated at a rate of 4.75% per annum from the Effective Date, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence. US Bank shall also have an Allowed Unsecured Claim in the amount of \$216,671.54, which shall be treated as a Class 35 General Unsecured Claim.

As security, the Class 27 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.28. Class 28 – Secured Claim of Vehifax. This Class consist of the Secured Claim of Vehifax. The Class 28 Claim shall be satisfied by payment, beginning on the 5th day of the first month after the Effective Date and on the 5th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 28 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.29. Class 29 – Secured Claims of Volvo. This Class consists of the Secured Claims of Volvo. The Class 29 Claim shall be satisfied by payment, beginning on the 10th day of the first month after the Effective Date and on the 10th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 29 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.30. Class 30 – Secured Claims of Wallwork Financial. This Class consists of the Secured Claims of Wallwork. Wallwork was also a party to a lease with Debtor which was rejected pursuant to an order of the Court entered on September 6, 2013 (Docket No. 787). The Class 30 Claim shall be satisfied as follows.

Class 30.1 – Secured by Vans. This subclass consists of Wallwork’s claim secured by 25 Wabash dry vans. The Class 30.1 Allowed Secured Claim of \$36,044.67 shall be satisfied by payment, beginning on the 25th day of the first month after the Effective Date and on the 25th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim plus interest calculated at a rate of 4.75% per annum from the Effective Date, in the amount required to amortize the debt in full over a period of 24 months from the date on which such payments of principal and interest commence. As security, the Class 30.1 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing the Class 30.1 claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 30.1 claim. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 30.1 claim.

Class 30.2 – Miscellaneous Collateral. This subclass consists of Wallwork’s claim secured by all other collateral as of the Petition Date (the “Miscellaneous Collateral”). The Class 30.2 Allowed Secured Claim of \$590,749.29 shall be satisfied by payment, beginning on the 25th day of the first month after the Effective Date and on the 25th day of each month thereafter, equal payments of principal equal to the amount of the lender's Allowed Secured Claim plus interest calculated at a rate of 4.75% per annum from the Effective Date, in the amount required to amortize the debt in full over a period of 54 months from the date on which such payments of principal and interest commence. As security, the Class 30.2 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing the Class 30.2 claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 30.2 claim. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 30.2 claim.

4.31. Class 31 – Secured Claims of Webster Capital. This Class consists of the Secured Claim of Webster Capital. The Class 31 Allowed Secured Claim of Webster Capital is in the amount of \$658,435.81. Subsequent the proper application of all adequate protection payments and other proceeds of collateral received by Webster Capital after the Petition Date and prior to the Effective Date, the Allowed Secured Claim has been reduced to \$544,548.31 as of January 15, 2014. Payment of Webster Capital’s Allowed Secured Claim, plus interest

calculated at a rate of 4.75% per annum shall be satisfied by payment, beginning on the 15th day of the first month after the Effective Date and on the 15th day of each month thereafter, of equal payments of principal equal to the amount of Webster Capital's Allowed Secured Claim, which monthly payments shall be in the amount of \$10,214.04, which is the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence.

As security, the Class 31 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. If the Debtors are not in default to lender under this Plan, Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties provided that either (i) the proposed sale price of the collateral, net of reasonable sale costs, including any commission related to the sale, is no less than the amount of the balance of the Allowed Secured Claim at the time of the sale, or (ii) the lender, in its sole discretion, consents to the sale; and further provided that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance of the Allowed Secured Claim owed to the lender, with any excess sale proceeds to be retained by the Debtors. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender. Upon reasonable request by lender, the Debtors shall provide and produce financial information to lender. The financial information provided and produced to lender shall be prepared based on accepted accounting principles.

If the Debtor fails to comply with the terms and provisions of the Master Loan Agreement, Loan Schedules and Amended Plan, relating to payments or with the terms and provisions of this Order, the Debtor shall be in default. Upon default, Webster Capital shall give written notice of such default via fax or email to counsel for the Debtor, which shall provide the Debtor with ten (10) calendar days from the date of such notice of default, in which to cure the default.

If the default described in said written notice is not cured, in all respects, on or before the tenth (10th) calendar day after said notice is provided, then upon Webster Capital's filing of an Affidavit/Notice of Termination of Stay with this Court stating that the Debtor has failed to cure said default, the automatic stay of 11 U.S.C. § 362 shall be automatically modified, without any further application to or any further action by this Court, only in so far as to allow Webster Capital to repossess the Collateral and to dispose of said Collateral in accordance with the Master Loan Agreement and Loan Schedules and applicable non-bankruptcy law. Webster Capital shall not be required to send more than one (1) notice of default, and following the first such notice of default, in the event the Debtor defaults pursuant to the terms of this Order, the automatic stay shall be automatically modified and Webster Capital shall be permitted to exercise all rights and remedies granted to it under the terms of the Master Loan Agreement and Loan Schedules and applicable non-bankruptcy law. The Debtors shall voluntarily surrender Webster Capital's Collateral and disclose the location and whereabouts of Webster Capital's Collateral.

If the Debtor's Chapter 11 bankruptcy petition is converted to a Chapter 7 bankruptcy petition, or if the Debtor's Chapter 11 petition is dismissed, the automatic stay of 11 U.S.C. §

362 shall be automatically modified, without any further application to or any further action by this Court, only in so far as to allow Webster Capital in case of default to repossess the Collateral and to dispose of the Collateral in accordance with the Master Loan Agreement and Loan Schedules and applicable non-bankruptcy law.

Class 32 – Secured Claim of Wells Fargo. This Class consists of the Secured Claims of Wells Fargo. The Class 32 Claim shall be satisfied as follows

Class 32.1 – Secured by Trailers. This subclass consists of Wells Fargo's claim secured by Manac trailers. The Class 32.1 Allowed Secured Claim of \$254,239.79 shall be satisfied by payment, beginning on the 20th day of the first month after the Effective Date and on the 20th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim plus interest calculated at a rate of 4.75% per annum from the Effective Date, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence.

As security, the Class 32.1 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing the Class 32.1 claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 32.1 claim. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 32.1 claim.

Class 32.2 – Secured by Tractors. This subclass consists of Wells Fargo's claim secured by tractors. The Class 32.2 Allowed Secured Claim of \$529,494.86 shall be satisfied by payment, beginning on the 20th day of the first month after the Effective Date and on the 20th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim plus interest calculated at a rate of 4.75% per annum from the Effective Date, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence.

As security, the Class 32.2 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing the Class 32.2 claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 32.2 claim. Any such payment received by the lender shall be applied to reduce the

outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 32.2 claim.

4.32. Class 33 – Secured Claims of Western Finance. This Class consists of the Secured Claims of Western Finance. The Class 33 Claim shall be satisfied by payment, beginning on the 25th day of the first month after the Effective Date and on the 25th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 33 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell any of the collateral securing lender's claim to unaffiliated third parties for fair market value agreed upon by Debtors and lender or as determined by a third-party appraisal; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

4.33. Class 34 -- Unsecured Claims under \$2,500. This Class consists of all Allowed Unsecured Claims under \$2,500 against either or both Debtors or the Allowed Claim of any other Unsecured Claim holder electing treatment as a Class 34 Claimant by waiving that portion of their Claim in excess of \$2,500. Each holder of an Allowed Class 34 Claim will be paid in full cash on the Effective Date of the Plan up to a maximum of \$2,500. Any person or Entity having a Contested Class 34 Claim shall be entitled to payment only after that Claim becomes an Allowed Claim pursuant to a Final Order. Any holder of an Allowed General Unsecured Claim in excess of \$2,500 may notify the Debtors of its intent to be treated as a Class 34 Claimant by sending notice by certified mail, return receipt request to the Reorganized Debtors at the following address: Barbara D. Holmes, Esq. Harwell, Howard, Hyne, Gabbert & Manner, P.C., 333 Commerce Street, Suite 1500, Nashville, Tennessee 37201.

4.34. Class 35 -- General Unsecured Claims. This Class consists of all Allowed Unsecured Claims against either or both of the Debtors, other than those in Classes 34, 36, and 37. Each Holder of an Allowed Unsecured Claim in Class 35 shall receive its Pro Rata share of (i) \$80,000 on the Effective Date of the Plan; (ii) \$600,000, payable in installments of \$50,000 each on July 1 and November 1 of each calendar year beginning in 2014; and (iii) one-third of any additional recovery from Pilot Flying J. The amount due the Class 35 Claimants may be prepaid in whole or in part at any time without penalty, and any partial prepayments made shall reduce and be a credit against any mandatory payments coming due after the time of the prepayment. Any person or Entity having a Contested Class 35 Claim shall be entitled to payment only after that Claim becomes an Allowed Claim pursuant to a Final Order. Upon entry

of a Final Order creating an Allowed Claim from a Contested Claim, the holder of the Allowed Claim shall be paid promptly the total amount of installment payments that would have been due on that Claim if it had been Allowed as of the Effective Date. Debtors shall not be obligated to make any payment due hereunder if the total amount owed to the Holder of the Allowed Claim is less than \$50.00.

4.35. Class 36 – Penalty Claims. This Class consists of all Allowed Penalty Claims. This Class shall be subordinated to Class 35 Claims and no amount shall be paid to Class 36 unless and until all Class 35 Claims are paid in full. At such time as Class 35 Claims are paid in full, the Allowed Class 36 Claims, each of which shall become an Allowed Class 36 Claim only upon entry of, and only to the extent such claim is allowed by, a Final Order, shall be satisfied by payment of one-third of any net cash as of December 31 of each calendar year beginning in the first full year following the year in which Class 35 Claims are paid in full in excess of \$500,000, which one-third in excess of \$500,000 shall be paid by no later than April 15 of the following calendar year, up to a total amount equal to the Class 35 Claims has been paid.

4.36. Class 37 – Prepetition Personal Injury Claims. This Class consists of all Allowed Prepetition Personal Injury Claims against either or both of Debtors, including Eastbridge Trailer Sales, which was merged into Moore Freight in August of 2011. This Class shall receive in total satisfaction of its claims any proceeds of insurance coverage for determined liability of Debtors and no additional or other amount shall be paid on account of Class 37 Claims.

4.37. Class 38 – Ownership Interests in Debtors. Dan Moore and Judith Moore shall retain all of their ownership interests in Debtors as consideration for the existing and continuing personal guaranties of several of Debtors' obligations. The ownership interests of SJ Strategic Investments LLC and Norene Nichols (or her heirs) in Moore Freight shall be terminated upon Confirmation, unless on or before the Confirmation Date, these remaining equity security holders contribute capital to Moore Freight in a pro rata amount equal to the total debt guaranteed by Dan Moore and Judith Moore, which amounts shall be used to fund payments provided for in the Plan.

ARTICLE V
**DESIGNATION OF THE CLASSES OF CLAIMS
IMPAIRED UNDER THIS PLAN**

5.1. Impaired Classes. For purposes of Plan solicitation, all Classes, except Classes 3, 10-12, 15, and 24 are Impaired and are, therefore, entitled to cast ballots on this Plan.

5.2. Unimpaired Classes. For purposes of Plan solicitation, Classes 3, 10-12, 15, and 24 are not Impaired and, therefore, are not entitled to cast ballots on this Plan.

ARTICLE VI
MEANS FOR IMPLEMENTATION OF THE PLAN

6.1. Exit Financing. Upon Confirmation, Debtors are authorized to enter into financing arrangements with one or more financial institutions or other third parties to make available to the Reorganized Debtor revolving credit loans, accounts receivable factoring or

other financing (the "Exit Financing"), which may be secured by all or substantially all of the assets of the Reorganized Debtor, except that the Exit Financing shall not impair Tax Liens or Liens of Classes 2 through 33 unless otherwise agreed to in writing by the Reorganized Debtor and any tax claimant or claimant in Classes 2 through 33. The Reorganized Debtors are authorized to execute and deliver all documents, agreements, and other instruments necessary or desirable to effectuate the Exit Financing.

6.2. Payments Due Under the Plan. Debtors' Cash on hand as of the Petition Date and Cash generated from the operation of business after the Petition Date will be sufficient to make all payments due on the Effective Date. Cash generated from the operation of business after the Effective Date, after service of Exit Financing, will generate sufficient cash flow to make all payments due under the Plan.

6.3. Recovery from Causes of Action. Debtor may have a claim against Pilot Travel Centers LLC (dba Pilot Flying J or one or more its affiliates) for wrongfully reduced or withheld rebates and discounts. At Debtor's request, the Bankruptcy Court has ordered examinations of three current and former Pilot employees and production of information regarding rebates wrongfully reduced or withheld. In connection with these requests. On July 22, 2013, Pilot tendered a check to Debtor in the amount of \$240,713.00, without any restrictions or conditions of release. Debtor accepted this tender, subject to determination by Debtor that, as a matter of law, such acceptance does not adversely impact or impair Debtor's claims against Pilot. Debtors have preliminarily included this amount in cash available on the Effective Date. Of this amount, (i) \$80,000 shall be paid to the IRS; (ii) \$80,000 shall be paid to Class 35; and, (iii) balance retained for Debtor to use toward capital expenditure for automated driver logs, which Debtor believes are essential to operations. If Debtors determine that return of the tendered amount is necessary to preserve claims against Pilot, the cash available on the Effective Date will be reduced by a corresponding amount. Pending completion of investigation, Debtor is without sufficient information to determine the amount of any additional potential recovery from Pilot. Debtors may also have a claim against Peterbilt dba The Pete Store and/or PACCAR as described herein. Any additional recovery from Pilot or from any other Cause of Action, including Avoidance Actions, either from litigation or settlement, will be used as follows: (i) one-third payable to the IRS on account of its Allowed Claim; (ii) one-third paid to Allowed Claims of Class 35 Claimants; and, (iii) one-third retained by Debtor or Reorganized Debtor for operations.

6.4. Debtors' Obligation to Close. Debtors will have no obligation to proceed with Consummation of the Plan unless the Closing Conditions are satisfied. If Debtors elect not to proceed with Consummation the Plan, they shall File with the Court a notice of their election and these cases shall proceed as if no plan of reorganization had been filed by Debtors prior to that date.

6.5. Causes of Action. Debtors will be responsible for evaluating, funding and pursuing any or none of the Causes of Action based on their reasonable business judgment and shall fund such amounts as they, in their sole and absolute discretion, shall deem appropriate and reasonable.

6.6. Authority for Settlement of Causes of Action. After the Effective Date, Debtors shall, in their sole and absolute discretion, be authorized to compromise and settle any of the Causes of Action, without Court approval or notice to any party, at any time, and for any consideration that Debtors believe to be in their best interest (and not necessarily in the best interest of the Creditors) including, inter alia, the right to permit the Debtors to accept zero-cash or non-cash benefits.

ARTICLE VII
TREATMENT OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES

7.1. General Assumption of Executory Contracts. All leases of real or personal property and executory contracts to which either of the Debtors is a party, other than agreements between Debtors and owner/operators (the "Owner/Operators Agreements"), that have not, as of ten (10) days following the Effective Date, been specifically rejected shall be deemed contracts that Debtors intend to assume, provided Debtors agree to pay any Allowed Cure Claim. Any party to an executory contract that is assumed pursuant to this provision that asserts that Debtors have defaulted under that contract shall be required to File with the Court a Claim identifying the amount allegedly due to cure any such defaults in accordance with section 365(b)(1)(A) of the Code. Any such claims must be filed within 90 days from the Effective Date. The failure to file timely the application as required under this section 7.1 of the Plan shall result in the Claim being forever barred and discharged; the cure amount related to the executory contract shall be deemed to be zero; and the related executory contract shall be deemed assumed as of the Effective Date. All Claims asserted pursuant to this section 7.1 of the Plan to which no objection is Filed or to which an objection is Filed but overruled by a Final Order of the Court shall become Allowed Administrative Claims shall be assumed as of the date of the payment of the Claim. Notwithstanding anything in this section to the contrary, Debtors may reject any executory contract in the event they determine that any Allowed cure Claim renders assumption of that contract not in their best interests, and the other party to the contract shall be entitled to file a Class 35 Claim for damages arising from the rejection.

7.2. Rejection of Executory Contracts Generally. In addition to filing a separate motion or notice of their intent to reject one or more leases or executory contracts, Debtors shall additionally reject as of the Effective Date those executory contracts set forth in a document filed with the Bankruptcy Court within ten (10) days after the Effective Date.

7.3. Rejection of Owner/Operator Agreements. Unless a new agreement between Debtors and each respective owner/operator is in place by the 120th day after the Effective Date, each Owner/Operator Agreement shall be rejected as of the Confirmation Date without any further motion or notice.

7.4. Claims for Damages. Each person who is a party to an executory contract or release rejected pursuant to Article 7.2 or 7.3 of the Plan shall be entitled to File, not later than thirty (30) days after the date on which the contract is rejected, a Claim for damages alleged to arise from the rejection of the executory contract or lease to which such person is a party. Any such Claims that ultimately become Allowed Claims shall be treated as Class 35 Unsecured Claims.

ARTICLE VIII
PROVISIONS FOR THE PAYMENT,
SETTLEMENT, AND ADJUSTMENT OF CLAIMS

8.1. No Distributions Pending Allowance or Estimation of Claims. No payments or distributions shall be made with respect to all or any portion of a Contested Claim unless and until such Claim becomes an Allowed Claim as determined by Final Order.

8.2. Deadline for Objections to Claims. Debtors or any other party in interest may file with the Bankruptcy Court, within 120 days after the Effective Date, which date may be extended by Bankruptcy Court order, a written objection to the allowance or classification of any Claim in any Class, which objection shall be served upon the Claimant and other parties in interest. The failure to object to or to examine any Claim for the purposes of voting on this Plan shall not be deemed a waiver of such party's right to object to, or re-examine, the Claim in whole or in part within the above-described time period.

8.3. Automatically Disallowed Claims. With respect to any Claim for which either of the Debtors has insurance coverage, the Claim will be treated as an Allowed Claim only to the extent that the Holder of the Claim can establish that such Claim is not recoverable under the Debtors' insurance. Unless the Holder obtains a Final Order establishing that the Claim is not recoverable under the Debtors' insurance, such Claim is automatically disallowed and will be entitled to no distribution.

8.4. Distribution Address and Mailing Method. Any distribution or payment to a Creditor shall be sent by first class mail to the Creditor's address indicated on the proof of claim filed by that Creditor in the Case or, if no proof of claim has been filed, to that Creditor's most recent address indicated on the Debtors' Schedules or known to Debtors. If a Creditor holds an Allowed Claim by virtue of a transfer of such Claim pursuant to Rule 3001 of the Federal Rules of Bankruptcy Procedure, then distributions to the holder of such Claim shall be sent to the address set forth in evidence of the transfer filed with the Bankruptcy Court. Creditors may change the address to which distributions are sent through amendment of their proof of claim or written notice delivered to Debtors' counsel. **Creditors are responsible for keeping Debtors informed of their current address for receipt of distributions or other payments under the Plan.**

8.5. Unclaimed Property/Forfeit Distributions. If any distribution remains unclaimed and/or uncashed for a period of ninety (90) days after it is sent by Debtors, then the Creditor to whom such distribution was sent will be deemed to have forfeited the distribution and all future distributions, and such person's Claim shall no longer be deemed to be Allowed, but rather, such Claim shall be deemed disallowed and expunged for all purposes, and such person shall be deemed to have no further Claim in respect of such distribution and shall not participate in any further distributions under this Plan. Likewise, if any Creditor's distribution is returned as undeliverable, no further distributions to such Creditor shall be made and such Creditor shall be deemed to have forfeited any and all further distributions. Any undeliverable or forfeit distribution shall be returned to the Debtor to be used in accordance with the terms of this Plan.

8.6. Precluded Distributions. No distribution shall be made in violation of Bankruptcy Code § 502(d) (to an Entity or transferee liable for recoverable property for an avoidable transfer). Debtors shall notify each affected Creditor of any contention that Bankruptcy Code § 502(d) prohibits any distribution to such Creditor. If such notice is given, the Claim held by such creditor will be treated as a Disputed Claim hereunder.

8.7. Treatment of Contingent or Unliquidated Claims. Until such time as a contingent Claim becomes fixed and Allowed, such Claim shall be treated as a Contested Claim for purposes related to voting, allowance, and distributions under this Plan. The Bankruptcy Court upon request by Debtors shall, in a summary proceeding for each such contingent Claim or unliquidated Claim, by estimation determine the allowance of each such contingent or unliquidated Claim for purposes of voting on this Plan.

8.8. Payment Dates. Whenever any payment or distribution to be made under the Plan shall be due on a day other than a Business Day, such payment or distribution shall instead be made, without interest, on the next business day.

8.9. Final Distribution. The last distribution required by the Plan to be made to any particular Class of Creditors shall be the Final Distribution.

8.10. Nominal Distributions. With respect to any distribution prior to the Final Distribution, if the Holder of an Allowed Claim would receive less than \$50.00, the Debtor may choose not to distribute such lesser amount to such Holder, but may instead defer the distribution thereof until the cumulative amount to be distributed to such Holder at any subsequent distribution is \$50.00 or more. No interest on any such deferred amount shall be paid to such Holder. If the Final Distribution to the Holder of an Allowed Claim would be less than \$25.00, the Debtor is not required to make such distribution, and such distribution is deemed waived.

ARTICLE IX **RETENTION AND PURSUIT OF CAUSES OF ACTION**

9.1. Preservation of Claims and Causes of Action. Debtors retain and reserve all Causes of Action, which include Avoidance Actions, for pursuit, settlement or abandonment by Debtors post-confirmation and after the Effective Date. It is the intent of the Debtors that this reservation of claims shall be as broad as permitted by applicable law and shall include all claims, whether or not disclosed in the Debtors' schedules or the Disclosure Statement.

Unless an Avoidance Action or Cause of Action against a Creditor or other person or Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order, Debtors expressly reserve such Avoidance Action or Cause of Action for later adjudication (including, without limitation, Avoidance Actions and Causes of Actions not specifically identified or which Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to Debtors at this time or facts or circumstances which may change or be different from those which Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Avoidance Action or Cause of Action upon or after the

Confirmation or consummation of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order, except where such Avoidance Action or Cause of Action has been expressly released in the Plan or other Final Order. In addition, Debtors expressly reserve the right pursuant to the Bankruptcy Code to assert or adopt as a defense any claims in any lawsuit in which either of the Debtors is a defendant or an interested party, irrespective of whether a Cause of Action has been commenced based upon such claim.

Except as otherwise provided in the Plan or Confirmation Order, any person to whom either of the Debtors has incurred an obligation (whether on account of services, purchase or sale of goods or otherwise), or who has received services from either the Debtors or a transfer of money or property of either of the Debtors, or who has transacted business with either of the Debtors, or leased equipment or property from either of the Debtors should assume that such obligation, transfer, or transaction will be reviewed by Debtors subsequent to the Effective Date and will, if appropriate, be the subject of a Cause of Action after the Effective Date, whether or not (i) such person has filed a proof of Claim in this Chapter 11 Case; (ii) such person's proof of Claim has been objected to by Debtors; (iii) such person's Claim was included in Debtors' Schedules; or (iv) such person's scheduled Claim has been objected to by Debtors or has been identified by Debtors as disputed, contingent, or unliquidated. Except as expressly provided in the Plan, the Confirmation Order shall not bar Debtors by *res judicata*, collateral estoppel or otherwise from collecting, prosecuting or defending any matter, Avoidance Action or Cause of Action.

The Plan also retains and reserves for pursuit by Debtors all Avoidance Actions arising under Chapter 5 of the Bankruptcy Code. Known Avoidance Actions include preference claims pursuant to Section 547, claims for turnover of funds payable to the estate, claims for avoidance of prepetition overpayments, including as fraudulent transfers pursuant to Section 548, and claims for avoidance of post-petition overpayments as unauthorized post-petition transfers pursuant to Section 549 of the Bankruptcy Code, including without limitation, a claim against the U.S. Department of Transportation for a post-petition transfer in payment of a prepetition assessment of penalties. Debtors shall have the widest possible latitude in deciding whether or not to pursue any possible Cause of Action, including without limitation any preference or other Avoidance Action.

All creditors identified in Question 3.b to Debtors' Statement of Financial Affairs, filed on October 26, 2012, Docket Nos. 125 and 126 in this Chapter 11 Case, which includes all entities receiving payments from Debtors in the 90 days preceding the Petition Date, may be the defendant of an Avoidance Action or other Cause of Action, and Debtors reserve and retain the right to pursue any and all such claims after the Confirmation Date. These identified claims are in no way intended to be an exhaustive list, and Debtors may add to or amend the identified claims after the Confirmation Date.

Each creditor and party in interest is advised to review closely the Plan, the Disclosure Statement, and Debtors' filed Schedules and Statement of Financial Affairs to determine whether any Cause of Action or Avoidance Action may be pursued against it. Avoidance Actions to recover preferences pursuant to Section 547 of the Bankruptcy Code may exist against every person who received a payment from Debtors within ninety (90) days prior to the Petition Date. The failure to list or expressly identify in the Plan or the Disclosure Statement any potential or

existing Avoidance Action or Cause of Action is not intended to limit the rights of Debtors to pursue any Avoidance Action or Cause of Action

Without limiting the foregoing, Debtors also retain and reserve the following Causes of Action:

- (i) Unless otherwise settled prior to the Effective Date, Debtor intends to pursue a cause of action against The Development Corporation of Knox County (Tennessee)(the "Development Corporation") for breach of contract and damages arising from action taken by the Development Corporation in remitting a sight draft for a \$50,000 letter of credit in connection with a Development Agreement entered into by Debtor (Moore Freight) and the Development Corporation on or about December 10, 2009, in connection with Moore Freight's purchase of certain real estate adjacent to its headquarters. Debtor contends, among other things, that the Development Corporation was not entitled to draw the letter of credit because Debtor fully complied with the requirements of the Development Agreement, and that as a result of the actions of the Development Corporation, Debtor has suffered damages of at least \$50,000. Subject to approval of the Bankruptcy Court, Debtor has tentatively negotiated a settlement of this claim with the Development Corporation in connection with the Development Corporation's repurchase of the real estate for the same price paid by Moore Freight. If this proposed sale is not finalized or not approved, Debtor may pursue an action against the Development Corporation in connection with the Development Corporation's actions regarding the letter of credit.
- (ii) Debtors may pursue an action or other relief in connection with rebates or discounts wrongfully reduced or withheld by Pilot Travel Centers LLC dba Pilot Flying J (and/or one or more of its affiliates) for pre-petition and post-petition fuel purchases made by Moore Freight, the full extent of which is still under investigation by Debtors internally and also by federal authorities.

9.2. Pursuit and Settlement of Causes of Action. Debtors retains all rights to commence and pursue, as appropriate, any and all Causes of Action and Avoidance Actions, whether arising before or after the Petition Date, in any court or other tribunal including, without limitation, in an adversary proceeding filed in this Chapter 11 Case. Debtors have broad discretion to pursue, settle or abandon Causes of Action and Avoidance Actions; however, the Debtors shall not be required to pursue Causes of Action or Avoidance Actions and may in their sole discretion determine not to pursue any Causes of Action or Avoidance Action. After the Effective Date, Debtors shall have the exclusive right, authority, and discretion to institute, prosecute, abandon, settle, or compromise any and all such Causes of Action and Avoidance Actions without the consent or approval of any third party and without any further order of Court. Any settlement may be for any consideration that Debtors believe to be in their best interest (and not necessarily in the best interest of the creditors) including, inter alia, the right to permit Debtors to accept zero-cash or non-cash benefits. Any creditor determined to have received a transfer that is voidable pursuant to Sections 544, 547, 548, 549, and/or 550 of the

Bankruptcy Code or any other applicable law shall be required to remit to Debtors the determined amount of the avoided transfer prior to receiving any distribution under the Plan.

ARTICLE X
EFFECT OF CONFIRMATION, DISCHARGE, AND INJUNCTION

10.1. Substantive Consolidation or Merger. Except as otherwise provided in the Plan, Confirmation of the Plan shall constitute a merger of G.R.E.A.T. Logistics, Inc. into Moore Freight, Inc., which merger shall effect a substantive consolidation such that all assets and liabilities of G.R.E.A.T. Logistics, Inc. shall become assets and liabilities of the Reorganized Debtor as of the Confirmation Date.

10.2. Vesting of Property. Except as otherwise provided in the Plan, Confirmation of the Plan shall vest all of the property of the estate into Debtors.

10.3. Property Free and Clear. Except as otherwise provided in the Plan, all property dealt with by the Plan shall be free and clear of all claims, Liens and interests of any party as of the Confirmation of the Plan. This Plan will evidence the release of any and all Liens or encumbrances against all property dealt with by the Plan, unless such Lien or encumbrance is specifically retained in the Plan.

10.4. Legal Binding Effect. The provisions of this Plan shall bind all Claimants, whether or not they accept this Plan or whether or not their Claim is impaired.

10.5. Effect on Third Parties. Except as otherwise expressly provided in this Plan, nothing contained in the Plan or in the documents to be executed in connection with the Plan shall affect any Creditors' rights as to any third party, except that as long as Debtors are not in default in payments required under the Plan, no creditor holding a personal guaranty executed on or before the Petition Date or otherwise having a claim against any individual for an obligation of Debtors arising prior to the Petition Date whether by agreement, operation of state or federal law, or otherwise (the "Third Party Obligation"), whether or not such Third Party Obligation has been reduced to judgment, may take any action to collect, reduce to judgment, or otherwise enforce such Third Party Obligation. To the extent that creditors have unsecured claims which are not paid in full through the provisions of the Plan, if confirmed, this provision will restrict such creditors' rights to collect the difference between the amount paid pursuant to the Plan and any remaining balance owed pursuant to the personal guaranty.

10.6. Release of Claims. The consideration to be distributed under the Plan shall be in exchange for, and in complete satisfaction and release of, all Claims against Debtors or any of their assets or properties, including without limitation any Claim accruing after the Petition Date and prior to the Effective Date.

10.7. Permanent Injunction. Except as otherwise expressly provided in, or permitted under, this Plan, the Confirmation Order shall provide, among other things, that all Creditors and persons who have held, hold or may hold Claims that existed prior to the Effective Date, are permanently enjoined on and after the Effective Date against the: (i) commencement or continuation of any judicial, administrative, or other action or proceeding against either of the Debtors or any of their owned entities on account of Claims against Debtors, or on account of

claims released pursuant to section 10.6 of the Plan; (ii) enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree, or order against either of the Debtors or any assets or property of same; or (iii) creation, perfection or enforcement of any encumbrance of any kind against either of the Debtors arising from a Claim. This provision does not enjoin the prosecution of any claims that arise on or after the Effective Date nor does it enjoin the determination in the Bankruptcy Court of the Allowed Amount of any Claims that arose prior to the Effective Date. Parties asserting entitlement to payment of Administrative Expenses incurred Prior to the Confirmation Date and Holders of Claims shall be permanently enjoined from asserting any Claim against either of the Debtors or their Retained Assets based upon any act or omission, transaction or other activity that occurred prior to the Confirmation Date, except as otherwise provided in the Plan, whether or not a proof of claim or interest was filed and whether or not such Claim or Interest is allowed under Section 502 of the Bankruptcy Code.

10.8. Release of Marquette. Upon Confirmation of the Plan, and in consideration of the undertaking set forth herein, Moore shall automatically and forever remise, release and discharge Marquette and each of its directors, officers, employees, attorneys, accountants, consultants and other agents, of and from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature, in law, equity or otherwise whether known or unknown, whether or not concealed or hidden, which they have had, may have had, or now have, or which any of their predecessors, successors or assigns hereafter can, shall or may have, for or by reason of any matter, cause, or thing whatsoever, whenever arising, from the beginning of the world to and including the date of Confirmation, including, but without limitation, any and all claims or causes of action which were or might have been asserted in the Chapter 11 proceeding, or any adversary proceeding that may be commenced or may have been commenced in connection herewith, including any right to surcharge the collateral of Marquette under Section 506(c) of the Bankruptcy Code, except that Debtor does not release Marquette from the performance of its obligations contained herein and in the provisions of the Stipulation that survive entry of the Confirmation Order (the "Release"). The Release shall be immediately effective upon Confirmation, without the necessity of any further act on the part of Moore, Marquette, or any other person or entity; and shall be binding upon Moore, as Debtor-in-Possession and as the Reorganized Debtor, and all of its subsidiaries and affiliated corporations, officers, directors, agents, employees, managers, insiders and affiliates, and all trustees, receivers, managing agents and disbursing agents, including any subsequent Chapter 7 or Chapter 11 trustees appointed in this case.

10.9. Exculpation. Except as otherwise provided in the Plan or Confirmation Order, the Debtors, their officers and directors, and professionals shall neither have nor incur any liability to any Entity for any act taken or omitted to be taken (exclusive of an act constituting fraud, gross negligence or intentional misconduct) in connection with or related to this Chapter 11 Case, including without limitation actions related to the formulation, preparation, dissemination, implementation, administration, Confirmation or consummation of the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan. Notwithstanding anything herein to the contrary, neither this Plan nor the Confirmation Order affects any claims or causes of action against

current or former officers, directors, shareholders or employees of the Debtors arising prior to or as of the Petition Date under 11 U.S.C. §§ 544, 547, 548, 549 or 550.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.1. Post-Confirmation Security Interests. Secured Classes 2 through 33 shall retain their security interests without the need for execution of new security agreements or financing statements, and as of the Confirmation Date, existing security and other agreements between Debtors and creditors holding claims in Classes 2 through 33 shall be of no force or effect, and the terms of the Plan shall supersede any such agreements and shall control the lending relationship between Debtors and lenders. Notwithstanding this provision, Debtors shall have the option of proposing form documents, which shall be provided to Classes 2 through 33 not less than 14 days prior to the deadline for objections to confirmation of the Plan. Any Class 2 through 33 creditor that fails to notify Debtors' counsel of objections to the proposed security documents by no later than the date for objections to confirmation of the Plan shall be deemed to have agreed to and executed the documents, and the terms and conditions of the proposed documents shall control. If the parties cannot agree on the terms of the security documents, then the determination shall be made by the Court. Should Debtors choose not to exercise this option, the terms of the Plan shall control the lending relationship between Reorganized Debtor and the lenders, provided however that all properly perfected pre-petition security interests shall continue to be valid in accordance with applicable non-bankruptcy law.

11.2. Request for Relief under Section 1129(b). In the event any Impaired Class of Claims shall fail to accept this Plan in accordance with Section 1129(a) of the Bankruptcy Code, Debtors request the Bankruptcy Court to confirm this Plan in accordance with the provisions of Section 1129(b) of the Bankruptcy Code.

11.3. Security Deposits. To the extent Debtors have posted security deposits (with utilities or otherwise) prepetition, those amounts may be set off against Allowed Claims only upon the written consent of Debtors or upon entry of a Final Order authorizing such offset. To the extent Debtors have posted security deposits (with utilities or otherwise) Post-Petition, the deposit shall be returned to Debtors or otherwise applied as directed by Debtors upon their request.

11.4. Quarterly Fees. All fees payable under 28 U.S.C. § 1930, for quarters ending prior to the entry of the Final Decree shall be paid in full by the Reorganized Debtor.

11.5. Confirmation Order and Plan Control. To the extent the Confirmation Order and/or the Plan is inconsistent with the Disclosure Statement, any other agreement entered into between or among Debtors and any third party, the Plan controls the Disclosure Statement and any such agreements and the Confirmation Order (and any other Orders of the Court) shall be construed together and consistent with the terms of the Plan.

11.6. Consent to Jurisdiction. By accepting any distribution or payment under or in connection with the Plan, by filing any Proof of Claim, by filing any Cure Claim or objection to the assumption or assignment of any assumed contract, by voting on the Plan, or by entering an

appearance in the Case, all Creditors and other parties in interest have consented, and will be deemed to have expressly consented to the jurisdiction of the Bankruptcy Court for all purposes with respect to any and all matters relating to, arising under or in connection with the Plan or the Case, including the matters and purposes set forth in the Plan.

11.7. Case Closing. Debtors shall be responsible for preparing and filing any required motion to close the Chapter 11 Case. Debtors intend to seek closure of their Chapter 11 Case as soon as possible after the Effective Date, and this Chapter 11 Case may be closed notwithstanding the pendency of any claims objections, other contested motions, Causes of Action or Avoidance Actions, over which the Court shall retain jurisdiction.

11.8. Destruction of Records. After the Effective Date, Debtors shall have the right to destroy or cause to be destroyed records that they determine to no longer be needed. Any objection to the destruction of such records must be raised as an objection to confirmation of the Plan or shall be deemed to be waived.

11.9. Headings. All heading utilized in this Plan for convenience and reference only, and shall not constitute a part of this Plan for any other purpose.

11.10. Due Authorization. Each and every Claimant who elects to participate in the distributions provided for herein warrants that such Claimant is authorized to accept, in consideration of such Claim against the Debtors, the distributions provided for in this Plan and that there are not outstanding commitments, agreements, or understandings, expressed or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by such Claimant under this Plan.

11.11. Further Assurances and Authorizations. Debtors, if and to the extent necessary, shall seek such orders, judgments, injunctions, and rulings that may be required to carry out further the intentions and purposes, and to give full effect to the provisions, of this Plan. All terms and provisions of this Plan shall be construed in favor of Debtors.

11.12. Additional Acts or Actions. Debtors may, but shall not be obligated to, take any action or commit any act that they determine to be necessary to facilitate the consummation, implementation, effectuation and execution of this Plan.

11.13. Applicable Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, the rights, duties and obligations arising under this Plan shall be governed by and construed and enforced in accordance with the internal laws of the State of Tennessee without reference to the laws of other jurisdictions.

11.14. No Interest. Except as expressly provide for in this Plan, or allowed by the Court, no interest, penalty or late charge is to be Allowed on any Claim subsequent to the Filing Date.

11.15. No Attorneys' Fees. No attorneys' fees will be paid with respect to any Claim except as specified herein or as allowed by a prior order of the Court.

11.16. Post-Confirmation Actions. After Confirmation, Debtors may, so long as it does not materially or adversely affect the interest of Creditors, remedy any defect or omission, or reconcile any inconsistencies in the Plan or in the Order of Confirmation, in such manner as may be necessary to carry out the purposes and effect of the Plan. Debtors may also, but shall not be obligated to, take any action or commit any act that it may deem to be necessary to facilitate the consummation, implementation, effectuation and execution of this Plan. Nothing contained in the Plan shall be construed so as to limit the rights of Debtors to commence or prosecute any claim in any court of competent jurisdiction.

11.17. Severability. Should any provisions in the Plan be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any other provisions of the Plan.

11.18. Setoff. Except as specifically provided in the Plan, no Creditor shall retain any contractual or statutory right to set off any asset in which either of Debtors has an interest in satisfaction of that Creditor's prepetition Claim.

11.19. Notice of Default. In the event of any alleged default under the Plan, any Creditor or party-in-interest must give a written default notice to Debtors, with copies to counsel of record for Debtors, specifying the nature of the default. Upon receipt of the default notice, Debtors shall have ten (10) days to cure such default from the time of receipt of the default notice. If such default has not been cured within the applicable time period, the default may be brought to the attention of the Court or any other court of competent jurisdiction.

11.20. No Tax or Filing Fee. No governmental entity may tax any transfer of property pursuant to or in furtherance of the Plan, or charge any tax or fee for the recording of, any release, deed, transaction or other document executed pursuant to or in furtherance of the Plan.

11.21. Notices. All notices, requests, elections or demands in connection with the Plan shall be in writing and shall be deemed to have been given when received or, if mailed, five (5) days after the date of mailing provided such writing shall have been sent by registered or certified mail, postage prepaid, return receipt requested.

ARTICLE XII **RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, the Court shall retain exclusive jurisdiction over this Chapter 11 Case and any of the proceedings related to this Chapter 11 Case pursuant to Section 1142 of the Code and 28 U.S.C. § 1334 to the fullest extent permitted by the Code and other applicable law, including, without limitation, such jurisdiction as is necessary to implement the Plan. Without intending to limit the generality of the foregoing, the Court shall have exclusive jurisdiction:

(a) To determine any and all objections to the allowance, extent, priority or nature of any Claims, the amount and proper classification of the Claim of any Holder and the determination of such objections as may be filed to any Claims.

(b) To determine any and all applications for compensation and reimbursement pursuant to Section 330 of the Code.

(c) To determine any and all applications for the assumption or rejection of executory contracts and unexpired leases, and the allowance of any Claims resulting from rejection thereof.

(d) To determine any and all applications, adversary proceedings and contested matters that may be filed in this Court.

(e) To interpret, enter Final Orders relating to, and otherwise act upon or in regard to the terms and provisions of the Plan and to hear and determine all controversies, suits and disputes that arise in connection with the interpretation, implementation, effectuation, consummation or enforcement of this Plan

(f) To cause the correction of any defect, the curing of any omission, or the reconciliation of any inconsistency in this Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan.

(g) Except as otherwise provided in the Plan, to make any determinations and to issue any Final Orders to enforce, interpret or effectuate the Plan.

(h) To determine all questions and disputes regarding title to Debtors' Assets, and determination of all Causes of Action, controversies, disputes, or conflicts, whether or not subject to action pending as of the Confirmation Date, between either of the Debtors and any other person, including but not limited to, any rights of either of the Debtors to recover assets pursuant to the provisions of the Code or applicable state or federal law and the rights, obligations, and liabilities of the respective parties under any asset purchase agreements relating to the sale of the Debtors' Assets.

(i) To exercise the jurisdiction granted pursuant to Section 505(a) and (b) of the Code to determine any and all federal, state, Commonwealth, local and foreign tax liabilities of, and any and all refunds of such taxes paid by the Debtors

(j) To enter a Final Order concluding and terminating this case; and

(k) To determine such other matters as may be provided for in the Confirmation Order.

DATED: February 12, 2014.

Respectfully submitted:

MOORE FREIGHT SERVICE, INC.

By: /s/ Dan R. Moore
Dan R. Moore
Its: Chief Executive Officer

G.R.E.A.T. LOGISTICS, INC.

By: /s/ Dan R. Moore
Dan R. Moore
Its: Chief Executive Officer

**HARWELL HOWARD HYNE
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