

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
RALEIGH DIVISION**

IN RE:	CHAPTER 11
SHOTWELL LANDFILL, INC.	CASE NO. 13-02590-8-SWH
CAPITOL RECYCLING, LLC	CASE NO. 13-07567-8-SWH
CAPITOL WASTE TRANSFER, LLC	CASE NO. 13-07568-8-SWH
DEBRIS REMOVAL PARTNERS, LLC	CASE NO. 13-07570-8-SWH
SHOTWELL TRANSFER STATION II, INC.	CASE NO. 13-07572-8-SWH
KING’S GRADING, INC.	CASE NO. 13-07573-8-SWH

Debtors.

CONSOLIDATED CHAPTER 11 PLAN

NOW COME Shotwell Landfill, Inc., Capitol Recycling, LLC, Capitol Waste Transfer, LLC, Debris Removal Partners, LLC, Shotwell Transfer Station II, Inc., and King’s Grading, Inc., debtors-in-possession in the above-captioned Chapter 11 cases and file the following consolidated Chapter 11 Plan pursuant to § 1121(a) of the Bankruptcy Code. All six of the debtors-in-possession shall collectively be called the “Debtor” or “Debtors” in this Plan.

ARTICLE I
DEFINITIONS

The following terms used in the Chapter 11 Plan shall, unless the context otherwise requires, have the meanings specified below:

1.1 **Administrative Expense Claim:** a cost or expense of administration in the case allowable under § 503(b) of the Bankruptcy Code, including but not limited to any actual, necessary expense of preserving or liquidating the estate, any actual, necessary expense of operating the business of the Debtor, any actual, necessary expense of consummating the Plan and all allowances, costs and fees approved by the Bankruptcy Court in accordance with § 330 of the Bankruptcy Code.

1.2 **Allowed Administrative Expense Claim:** any existing or future Administrative Expense Claim either (i) for which a fee application has been filed and which has been allowed by a Final Order, or (ii) as to any other Administrative Expense Claim, an application was filed; and

(a) no objection to the allowance thereof has been interposed within the applicable period of limitation fixed by this Plan, or (b) any timely objection thereto has been determined and all or some portion of the claim has been allowed by a Final Order.

1.3 Allowed Claim: any claim (a) which shall have been listed by the Debtor as undisputed, non-contingent and liquidated on the Schedules filed with the Court (unless objected to or amended within the time specified in the Order confirming Plan); (b) which shall have been properly filed as a Proof of Claim with the United States Bankruptcy Court prior to Confirmation, and to the extent that the underlying claim is based on a judgment, such judgment is a final judgment for which no appeal by the Debtor is pending in state or federal court, and to which Debtor does not file an objection with the United States Bankruptcy Court, or which is ultimately allowed by the Bankruptcy Court over such an objection; or (c) which arose out of the rejection of an executory contract or unexpired lease as provided for by the terms of this Plan, and which shall have been properly filed as a Proof of Claim with the United States Bankruptcy Court on or before the expiration of thirty (30) days after the Effective Date, and to which Debtor does not file an objection or which is ultimately allowed by the Bankruptcy Court over any such objection. Where there is a difference between the amounts scheduled as undisputed by the Debtor in their Schedules and the amount set forth in the Proof of Claim filed by an affected creditor, the amount shown in the Proof of Claim shall govern for purposes of allowance unless objected to by the Debtor, in which case, the Claim shall be the amount allowed by the Bankruptcy Court. Unless otherwise specified in the Plan, Allowed Claim shall not include interest on the principal amount of the claim from and after the Filing Date.

1.4 Allowed Unsecured Claim: an Unsecured Claim that is or has become an Allowed Claim.

1.5 Allowed Priority Tax Claim: a Priority Tax Claim, which is or has become an Allowed Claim.

1.6 Allowed Secured Claim: a Secured Claim, which is or has become an Allowed Claim.

1.7 Ballot: the form or forms which will be distributed to Creditors and the holders of Equity Interests together with a disclosure statement pursuant to § 1125 of the Bankruptcy Code in connection with the Debtor's solicitation of acceptance or rejections of this Plan.

1.8 Bankruptcy Code: the Bankruptcy Reform Act of 1978, as amended, Title 11 of the United States Code, in effect on the Filing Date.

1.9 Bankruptcy Court: the United States Bankruptcy Court for the Eastern District of North Carolina, including the United States Bankruptcy Judge presiding in this case.

1.10 Bankruptcy Rules: the Federal Rules of Bankruptcy Procedure, as amended, in effect on the Filing Date.

1.11 Business Day: shall mean any day on which banks are open to carry on their ordinary commercial banking business in the State of North Carolina.

1.12 Chapter 11 Case: the administratively consolidated Chapter 11 Cases of Shotwell Landfill, Inc., case no. 13-02590-8-SWH; Capitol Recycling, LLC, case no. 13-07567-8-SWH; Capitol Waste Transfer, LLC, case no. 13-07568-8-SWH; Debris Removal Partners, LLC, case no. 13-07570-8-SWH; Shotwell Transfer Station II, Inc., case no. 13-07572-8-SWH; and King's Grading, Inc., case no. 13-07573-8-SWH, each commenced under the provisions of Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

1.13 Claim: any right to payment, or any right to an equitable remedy for breach of performance if such breach gives rise to right to payment, whether or not such right to payment or right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

1.14 Class: a class of Claims or Equity Interests as indicated in the Plan.

1.15 Confirmation Date: the date upon which an order confirming this Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code, entered by the Bankruptcy Court, becomes a Final Order.

1.16 Creditor: any Entity that is the holder of a Claim against the Debtor that arose on or before the Filing Date or a Claim against the Debtor's estate of the kind specified in §§ 502(g), 502(h), or 502(i) of the Bankruptcy Code.

1.17 Debtor: Shotwell Landfill, Inc., Capitol Recycling, LLC, Capitol Waste Transfer, LLC, Debris Removal Partners, LLC, Shotwell Transfer Station II, Inc., and King's Grading, Inc., the debtors in the consolidated Chapter 11 Case.

1.18. Disclosure Statement: the disclosure statement, as amended and supplemented, and approved by the Bankruptcy Court for use in connection with the solicitation of acceptances of this Plan.

1.19 Disputed Claim: any Claim that is not an Administrative Expense Claim and either (i) is scheduled by a Debtor as disputed, contingent or unliquidated, or (ii) proof of which has been filed with the Bankruptcy Court and an objection to the allowance thereof, in whole or in part, has been or is interposed prior to the final date provided under this Plan for the filing of such objections (or thereafter pursuant to an order of the Bankruptcy Court) and which objection has not been settled or determined by a Final Order.

1.20 Disputed or Unresolved Administrative Expense Claim: any existing or future Claim that is an Administrative Expense Claim and either : (i) (a) an application for payment was or will be filed on or before the date designated by this Plan, or pursuant to any order of the Bankruptcy Court, as the last date for filing the application for payment; and (b) as to which either (I) an objection to the allowance thereto has been interposed within the applicable period of

limitation that has not yet been resolved by a Final Order, or (II) no Final Order has been issued if a Final Order is required by § 330 of the Bankruptcy Code; or (ii) an application for payment was filed after the last date designated for such filing as described above, whether or not an objection to the allowance thereof has been interposed.

1.21 Distributable Property: the property distributable to Creditors under this Plan, after deduction for any expenses properly chargeable against the Distributable Property in accordance with this Plan.

1.22 Effective Date: the date occurring fifteen (15) days after the Confirmation Date.

1.23 Entity: an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, an estate, a trust, or an incorporated organization.

1.24 Equity Interest: any equity interest in the Debtor as of the Filing Date.

1.25 Filing Date: April 19, 2013, the date upon which Shotwell Landfill, Inc. filed, with the Bankruptcy Court, its petition for relief under Title 11, commencing its Chapter 11 Case.

1.26 Final Order: an order or judgment of the Bankruptcy Court that has not been reversed, stayed, modified or amended and as to which any prescribed time to appeal has expired and no petition for certiorari is pending, or as to which any right to appeal or petition for certiorari has been waived in writing in a manner satisfactory to the Debtor or, if an appeal or certiorari thereof has been sought, the order or judgment of the Bankruptcy Court has been affirmed by the highest court to which the order was appealed, or certiorari has been denied, and the prescribed time to take any further appeal or to seek certiorari or further reargument or rehearing of any appeal has expired.

1.27 Insider: shall refer, separately and collectively, to any director, officer, or person in control of the Debtor, a partnership in which the Debtor is a general partner; a general partner of the Debtor or relative of a general partner, director, officer, or person in control of the Debtor, or any entity which is an insider as defined in 11 U.S.C. § 101(31).

1.28 Plan: this Plan of Reorganization, either in its present form or as it may be altered, amended or modified from time to time.

1.29 Priority Tax Claim: any Claim, other than an Administrative Expense claim, which is entitled to priority in payment under § 507(a)(8) of the Bankruptcy Code.

1.30 Pro Rata: the ratio, as of the date of determination thereof, of the amount of the Allowed Claims held by any Creditor in the indicated Classes to the aggregate to the amount of Allowed Claims in the indicated Classes (including, in each such calculation, the full amount of Disputed Claims in the indicated Classes that have been asserted or are otherwise pending and that have not yet been allowed or otherwise disposed of).

1.31 Secured Claim: the portion of any Claim against the Debtor determined in accordance with section 506(a) of the Bankruptcy Code, as of the Confirmation Date, secured by a valid, perfected and unavoidable lien.

1.32 Secured Rate: Simple interest at the rate of 5% per annum, or such interest rate as the Bankruptcy Court finds is necessary for confirmation of this Plan.

1.33 Unclaimed Property: any funds which are unclaimed on the 120th day following the date on which such Unclaimed Property was mailed or otherwise sent to the holder of an Allowed Claim or allowed Administrative Expense Claim pursuant to this Plan, and shall include (i) checks (and the funds represented thereby) that have been returned as undeliverable without a proper forwarding address, (ii) funds for checks which have not been presented for payment and paid, and (iii) checks (and the funds represented thereby) that were not mailed or delivered because of the absence of a proper address to which to mail or deliver such property.

1.34 Unsecured Claim: any Claim other than an Administrative Expense Claim, a Priority Tax Claim, a Secured Claim, or an Equity Interest.

1.35 Unsecured Creditor: any Creditor that holds an Unsecured Claim.

1.36 Unsecured Rate: Simple interest at the Federal Judgment Rate (the interest rate applicable judgments in federal court) applicable on the Confirmation Date, or such interest rate as the Bankruptcy Court finds is necessary for confirmation of this Plan.

ARTICLE II CONSTRUCTION

2.1 Applicability of the Bankruptcy Code and Bankruptcy Rules: Where not inconsistent or in conflict with the provisions of the Plan, the words and phrases used herein shall have the meanings ascribed thereto in the Bankruptcy Code and in the Bankruptcy Rules.

ARTICLE III MEANS FOR IMPLEMENTING PLAN

3.1 Means for Implementing the Plan. The Debtors shall fund the Plan through payments received from operating the Debtors' businesses.

3.2 Closing Case. After substantial consummation of the Chapter 11 Plan, the Chapter 11 Case will be closed.

ARTICLE IV CLASSIFICATION OF

CLAIMS AND EQUITY INTERESTS

4.1 Classification of Claims and Interests. Claims and Equity Interests shall be classified as follows:

- Class 1 – Allowed Administrative Expense Claims
- Class 2 – Allowed Priority Tax Claims and Allowed Secured Tax Claims
- Class 3 – Allowed Secured Claim of LSCG Fund 18, LLC
- Class 4 – Allowed Secured Claim of Caterpillar Financial Services Corporation
- Class 5 – Allowed Secured Claim of Caterpillar Financial Commercial Account Corp.
- Class 6 – Allowed Secured Claim of Ford Motor Credit
- Class 7 – Allowed Secured Claim of TT&E Iron & Metal, Inc.
- Class 8 – Allowed Secured Claim of North State Bank
- Class 9 – Allowed Unsecured Claim of LSCG Fund 18, LLC
- Class 10 – Allowed Small Unsecured Claims
- Class 11 – Allowed General Unsecured Claims
- Class 12 – Allowed Equity Interests

ARTICLE V

ALLOWED ADMINISTRATIVE EXPENSE CLAIMS

(Class 1 Claims)

5.1 Description of Class. Class 1 is composed of Allowed Administrative Expense Claims. An Allowed Administrative Expense Claim shall be one that is: (i) an Allowed Administrative Expense Claim as of the Effective Date, or (ii) an Administration Claim that is disputed on the Effective Date which has been allowed by entry of a Final Order approving such Allowed Administrative Expense Claim.

5.2 Treatment. Subject to the terms and conditions of this Article V, (i) each Administrative Expense Claim that is an Allowed Administrative Expense Claim on the Effective Date shall be satisfied in full on the Effective Date, or as otherwise may be agreed by the holder of such Allowed Administrative Expense Claim; and (ii) each Administrative Expense Claim that is disputed on the Effective Date shall be satisfied within ten (10) Business Days after entry of a Final Order approving such Claim as an Allowed Administrative Expense Claim, or as otherwise may be agreed by the holder of an Allowed Administrative Expense Claim.

5.3 Allowance of Claims. Creditors shall file an application for payment for any Administrative Expense Claim on or before the Effective Date. Failure to file a timely application for payment shall bar any person or Entity from asserting such Claim against the Debtor, except any professional rendering services to the Debtor and required to file an application for compensation pursuant to 11 U.S.C. § 328. The Debtor shall file any objection to an application for payment within thirty (30) days after the Effective Date. Failure to make a timely objection as to a timely filed application for payment of an Administrative Expense Claim shall result in the amount set forth in such timely filed application for payment being an Allowed Administrative Expense Claim.

5.4 Impairment Status. Class 1 is unimpaired.

ARTICLE VI
ALLOWED PRIORITY TAX CLAIMS AND ALLOWED SECURED TAX CLAIMS
(Class 2 Claims)

6.1 Description of Class. Class 2 Claims are comprised of Allowed Priority Tax Claims and Allowed Secured Tax Claims.

6.2 Treatment. Class 2 Claims shall be paid in full with interest at the rate set by Internal Revenue Code sections 6601 and 6621 in twenty -four (24) equal monthly payments. The first such payment shall be due on the first day of the month following the Effective Date. However, if an Objection to Claim is filed, the first payment shall be made within ten (10) Business Days following the resolution of that Objection to Claim.

6.3 Impairment Status. Class 2 is impaired under the Plan.

ARTICLE VII
ALLOWED SECURED CLAIM OF LSCG FUND 18, LLC
(Class 3 Claim)

7.1 Description of Class. Class 3 is comprised of the Allowed Secured Claim of LSCG Fund 18, LLC.

7.2 Treatment of Claims. Class 3 shall retain its liens. If Class 3 does not make an election pursuant to 11 U.S.C. § 1111(b), the Allowed Secured Claim of Class 3 shall be placed in current, non-default status and re-amortized over twenty-five (25) years with interest at the Secured Rate. The Debtor shall make monthly payments according to such amortization. Class 3 shall be paid in full within seven (7) years of the Effective Date. Payments to Class 3 shall be made on the tenth day of the month, with the first such payment to be made on the tenth day of the first month following the Effective Date. However, if an Objection to Claim is filed, the first payment shall be made within ten (10) Business Days following the resolution of that Objection to Claim. Class 3 shall be required to send monthly statements to the Debtor showing the payment due and the application of previous payments.

In the alternative, if Class 3 makes an election pursuant to 11 U.S.C. § 1111(b), Class 3 shall be paid \$40,000.00 per month for 480 months, or such greater amount as the Court determines is required for confirmation.

7.3 Impairment Status. Class 3 is impaired under the Plan.

ARTICLE VIII
ALLOWED SECURED CLAIM OF CATERPILLAR FINANCIAL SERVICES CORPORATION
(Class 4 Claims)

8.1 Description of Class. Class 4 is comprised of the Allowed Secured Claim of Caterpillar Financial Services Corporation.

8.2 Treatment. Class 4 shall retain its liens. The Allowed Secured Claim of Class 4 shall be placed in current, non-default status and re-amortized over five (5) years with interest at the Secured Rate. The Debtor shall make monthly payments according to such amortization. Payments to Class 4 shall be made on the tenth day of the month, with the first such payment to be made on the tenth day of the first month following the Effective Date. However, if an Objection to Claim is filed, the first payment shall be made within ten (10) Business Days following the resolution of that Objection to Claim. Class 4 shall be required to send monthly statements to the Debtor showing the payment due and the application of previous payments.

8.3 Impairment Status. Class 4 is impaired under the Plan.

ARTICLE IX
ALLOWED SECURED CLAIM OF CATERPILLAR FINANCIAL COMMERCIAL ACCOUNT CORP.
(Class 5 Claims)

9.1 Description of Class. Class 5 is comprised of the Allowed Secured Claim of Caterpillar Financial Commercial Account Corp.

9.2 Treatment. Class 5 shall retain its liens. The Allowed Secured Claim of Class 5 shall be placed in current, non-default status and re-amortized over five (5) years with interest at the Secured Rate. The Debtor shall make monthly payments according to such amortization. Payments to Class 5 shall be made on the tenth day of the month, with the first such payment to be made on the tenth day of the first month following the Effective Date. However, if an Objection to Claim is filed, the first payment shall be made within ten (10) Business Days following the resolution of that Objection to Claim. Class 5 shall be required to send monthly statements to the Debtor showing the payment due and the application of previous payments.

9.3 Impairment Status. Class 5 is impaired under the Plan.

ARTICLE X
ALLOWED SECURED CLAIM OF FORD MOTOR CREDIT
(Class 6 Claims)

10.1 Description of Class. Class 6 is comprised of the Allowed Secured Claim of Ford Motor Credit.

10.2 Treatment. Class 6 shall retain its liens. The Allowed Secured Claim of Class 6 shall be placed in current, non-default status and re-amortized over fifty-three (53) months with interest at 5.9%. The Debtor shall make monthly payments according to such amortization. Payments to Class 6 shall be made on the tenth day of the month, with the first such payment to be made on the tenth day of the first month following the Effective Date. However, if an Objection to Claim is filed, the first payment shall be made within ten (10) Business Days following the resolution of that Objection to Claim. Class 6 shall be required to send monthly statements to the Debtor showing the payment due and the application of previous payments.

10.3 Impairment Status. Class 6 is impaired under the Plan.

ARTICLE XI
ALLOWED SECURED CLAIM OF TT&E IRON & METAL, INC.
(Class 7 Claims)

11.1 Description of Class. Class 7 is comprised of the Allowed Secured Claim of TT&E Iron & Metal, Inc.

11.2 Treatment. Class 7 shall retain its liens. The Allowed Secured Claim of Class 7 shall be placed in current, non-default status and re-amortized over five (5) years with interest at the Secured Rate. The Debtor shall make monthly payments according to such amortization. Payments to Class 7 shall be made on the tenth day of the month, with the first such payment to be made on the tenth day of the first month following the Effective Date. However, if an Objection to Claim is filed, the first payment shall be made within ten (10) Business Days following the resolution of that Objection to Claim. Class 7 shall be required to send monthly statements to the Debtor showing the payment due and the application of previous payments.

11.3 Impairment Status. Class 7 is impaired under the Plan.

ARTICLE XII
ALLOWED SECURED CLAIM OF NORTH STATE BANK
(Class 8 Claims)

12.1 Description of Class. Class 8 is comprised of the Allowed Secured Claim of North State Bank.

12.2 Treatment. Class 8 shall retain its liens. The Allowed Secured Claim of Class 8 shall be placed in current, non-default status and re-amortized over five (5) years with interest at the Secured Rate. The Debtor shall make monthly payments according to such amortization. Payments to Class 8 shall be made on the tenth day of the month, with the first such payment to be made on the tenth day of the first month following the Effective Date. However, if an Objection to Claim is filed, the first payment shall be made within ten (10) Business Days following the resolution of that Objection to Claim. Class 8 shall be required to send monthly statements to the Debtor showing the payment due and the application of previous payments.

12.3 Impairment Status. Class 8 is impaired under the Plan.

ARTICLE XIII
ALLOWED UNSECURED CLAIM OF LSCG FUND 18, LLC
(Class 9 Claims)

13.1 Description of Class. Class 9 is comprised of the Allowed Unsecured Claim of LSCG FUND 18, LLC, as well as any claims purchased by LSCG or any related entity.

13.2 Treatment. The Allowed Unsecured Claim of Class 9 shall be amortized over twenty-five (25) years at the Unsecured Rate, or such amortization and rate as the Court finds necessary for confirmation. The Debtor shall make monthly payments according to such amortization. Payments to Class 9 shall be made on the tenth day of the month, with the first such payment to be made on the tenth day of the first month following the Effective Date. However, if an Objection to Claim is filed, the first payment shall be made within ten (10) Business Days following the resolution of that Objection to Claim. Class 9 shall be required to send monthly statements to the Debtor showing the payment due and the application of previous payments.

13.3 Impairment Status. Class 9 is impaired under the Plan.

ARTICLE XIV
ALLOWED SMALL UNSECURED CLAIMS
(Class 10 Claims)

14.1 Description of Class. Class 10 is comprised of all Allowed Unsecured Claims of less than \$5,000.00.

14.2 Treatment. Class 10 shall be paid in full ninety (90) days after the Effective Date. However, if an Objection to Claim is filed, the payment shall be made within ten (10) Business Days following the resolution of that Objection to Claim.

14.3 Impairment Status. Class 10 is impaired under the Plan.

ARTICLE XV
ALLOWED GENERAL UNSECURED CLAIMS
(Class 11 Claims)

15.1 Description of Class. Class 11 is comprised of all Allowed Claims not treated elsewhere in the plan.

15.2 Treatment. The Debtor shall pay \$100,000.00 on the Effective Date to be split pro rata among Allowed Claims in Class 11. In addition, the Debtor shall pay quarterly installments of \$45,000.00 to be split pro rata among Allowed Claims in Class 11 until paid in full. The first such payment to Class 11 shall be made on the tenth day of the third month following the Effective Date. However, if an Objection to any Claim potentially in Class 11 is filed, then the first payment shall be made within ten (10) Business Days following the resolution of the last Objection to Claim.

15.3 Impairment Status. Class 11 is impaired under the Plan.

ARTICLE XVI
ALLOWED EQUITY INTERESTS
(Class 12 Interests)

16.1 Description of Class. Class 12 is comprised of the Allowed Equity Interests in the Debtor.

16.2 Treatment. The existing Allowed Equity Interests in the Debtor shall remain the same as pre-petition.

16.3 Impairment Status. Class 12 Interests are unimpaired under the Plan.

ARTICLE XVII
PROVISION FOR TREATMENT OF ALLOWED CLAIMS UNDER
UNEXPIRED LEASES AND EXECUTORY CONTRACTS

17.1 Unexpired Leases and Executory Contracts. The confirmation of the Plan shall act as an acceptance of all scheduled leases and executory contracts, other than those rejected prior to confirmation of the Plan. Any unscheduled leases and executory contracts shall be deemed rejected upon confirmation. All parties, including those with executory contracts, shall have thirty (30) days from the Effective Date to file proofs of claim for rejection damages.

ARTICLE XVIII
CAUSES OF ACTION

18.1 Except as expressly provided otherwise in this Plan, the Debtor may pursue any causes of action arising under §§ 544, 545, 547, 548, 549, 550, or 553(b) of the Bankruptcy Code, or under any similar provisions of applicable state law to recover any preferences or fraudulent conveyances from any person. Debtor may also pursue any other causes of action it may have under state or federal law, including but not limited to actions to collect money owed. Any failure on the part of Debtor to schedule any claim or potential claim shall not be used as a defense against any claim by the Debtor. Funds recovered as a result of such actions shall be applied first in

reimbursement of attorney's fees and other costs of such actions, and then the remainder shall be the property of the Debtor.

ARTICLE XIX
CONFIRMATION AS WAIVER AND RELEASE

19.1 Waiver against and Release of Debtor. Confirmation shall constitute waiver and release of the right to pursue litigation and causes of action against the Debtor, which release is supported by the requirements of this Plan and covenants contained herein.

ARTICLE XX
POST-CONFIRMATION OPERATIONS

20.1 Post-Confirmation Operations. The Debtor shall be managed and operated in accordance with the terms of this Plan, the organizational documents, and North Carolina law.

20.2 Management of the Debtor. Management of the Debtor shall be vested as provided in the organizational documents. The directors, officers, and managers in place at the time of the petition in this case shall remain in place unless and until they resign or are removed. The Debtor shall administer the terms of the confirmed Plan in all respects.

20.3 Professional Compensation. Professional fees and expenses will be paid on the Effective Date or as soon thereafter as they are approved by the Bankruptcy Court. Fees and expenses occurring following confirmation will be paid without prior Bankruptcy Court approval.

ARTICLE XXI
EXECUTION OF THE PLAN

21.1 Payments. The Debtor will make payments of the Allowed Claims as provided in this Plan.

21.2 Events of Default. The occurrence of any of the following shall constitute an Event of Default of this Plan.

- (i) Failure to make payment as such payment comes due under the Plan.

21.3 Remedies Upon Default. Upon the occurrence of any Event of Default which is not excused, postponed, modified, or waived, and after giving notice to the Debtor and an opportunity to cure within 15 days, holders of claims and parties in interest may exercise all rights and remedies available under this Plan and the Code and state law.

21.4 Revesting of Property of the Debtor. All of the assets of the Debtor will be retained by the Debtor and will re-vest in the Debtor on the Confirmation Date. The Debtor will hold all right, title and interest of the property of the Debtor.

ARTICLE XXII
MODIFICATION OF THE PLAN

22.1 Modification Prior to the Confirmation. Modification of the Plan may be proposed in writing by the Debtor at any time before the Confirmation Date, provided that such Plan, as modified, meets the requirements of §§1122 and 1123 of the Code, and that the Debtor has complied with §1125 of the Code.

22.2 Modification After Confirmation. This Plan may be modified at any time after the Confirmation Date and before its substantial consummation, provided that such Plan, as modified, meets the requirements of §§1122 and 1123 of the Code, and that the Court, after notice and a hearing confirms such Plan as modified.

22.3 Deemed Acceptance or Rejection of Modification. A holder of a claim or interest that has accepted or rejected the Plan, as the case may be, is deemed to have accepted the Plan as modified unless such holder files a notice to the contrary within the time period for such notice affixed by the Court.

22.4 Defects or Omissions. After confirmation, the Proponents may, with approval of the Court, remedy any defect or omission or reconcile any inconsistencies in the Plan, Disclosure Statement or the Confirmation Order in such manner as may be necessary to carry out the purposes and effect of the Plan, Disclosure Statement or Confirmation Order, so long as the such remedy does not materially and adversely affect the interests of creditors and other parties in interest.

ARTICLE XXIII
OTHER PROVISIONS

23.1 Extension of Payment Dates. If any payment under the Plan falls due on a Saturday, Sunday, or other day which is not a Business Day, then such due date shall be extended to the next following Business Day.

23.2 Notices. Any notice to the Debtor under any obligations created or governed by this plan must be in writing and sent by registered or certified mail, postage pre-paid, and addressed as follows (and to such other address as the Debtor may notify the creditor in writing):

Shotwell Landfill, Inc.
3209-120 Gresham Lake Road
Raleigh, N.C. 27615

With Copies to:

William P. Janvier, Esq.
Janvier Law Firm, PLLC
1101 Haynes Street, Suite 102
Raleigh, NC 27604

23.3 Reduction of Notice Periods. The notice period applicable to service of any notices on the creditors otherwise applicable, pursuant to the provisions of the Code or this Plan, including any notice of hearing on application or allowance of compensation of professional persons pursuant to Section 330 of the Code, is reduced to a fifteen (15) day period, inclusive of the three days for mailing pursuant to Rule 9006(f) of the Bankruptcy Rules with the exception of any applicable notice period relating to modification of the Plan prior to or after confirmation pursuant to Sections 1122 and 1123 of the Code. If no objections are filed in writing with the Court within said fifteen (15) day notice period, any said motion may be allowed by the Court without the necessity of further notice or hearing.

23.4 Exemption from Transfer Taxes. Pursuant to Section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of notes or equity securities under the Plan, the creation of any mortgage, or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any instrument of transfer under, in furtherance of, or in connection with the Plan, including, without limitation, deeds, or bills of sale or assignments of personal property executed in connection with any of the transactions contemplated under the Plan, will not be subject to any stamp, real estate transfer, mortgage recording, sales, use or other similar tax. All sale transactions consummated by the Debtor and approved by the Bankruptcy Court on and after the Petition Date through and including the Effective Date, including, without limitation, the sale by the Debtor of owned property pursuant to Section 363(b) of the Bankruptcy Code and the assumption, assignment and sale by the Debtor of unexpired leases of non-residential real property pursuant to Section 365(a) of the Bankruptcy Code, will be deemed to have been made under, in furtherance of, or in connection with the Plan and, thus, will not be subject to any stamp, real estate transfer, mortgage recording or other similar tax. In addition, each of the relevant state or local governmental officials or agents will forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment consistent with the applicable provisions of this Plan.

23.5 Procedure for Payment of Professional Fees and Expense Reimbursement. Current counsel and special counsel for the Debtor and Reorganized Debtor, and the current Court approved accountants for the Debtor and Reorganized Debtor shall not be subject to the fee application process for services rendered post-confirmation in furtherance or implementation of the confirmed Plan.

23.6 No Representations or Warranties Concerning Tax Attributes/Consequences. Neither Debtor nor the Reorganized Debtor make any representations or warranties to any creditor of the Debtor concerning the tax consequence of confirmation of this Plan of Reorganization, the

effect of this Chapter 11 case, or as to the status of tax attributes of the Debtor or Reorganized Debtor.

23.7 Officers and Directors of Reorganized Debtor. On the Effective Date, existing Officers, Directors, and Managers of the Debtors shall continue serving.

23.8 Transfer of Claims. Claims may be transferred and will be honored only in accordance with Bankruptcy Rule 3001.

ARTICLE XXIV
RETENTION OF JURISDICTION

24.1 The Bankruptcy Court shall, after Confirmation, retain jurisdiction of this case to hear and determine the allowance of claims and all claims against the Debtor pursuant to Section 502 of the Code; to determine the allowance of timely filed claims resulting from the rejection of executory contracts; to determine any issues in pending adversary proceedings, and in adversary proceedings commenced post-confirmation, including, but not limited to, avoidance or turnover actions; to determine any dispute as to the classification or allowance of claims; to fix and determine all pre-confirmation professional fees and other costs of administration; to require the performance of any act contemplated by the provisions of this Plan necessary for the consummation of the Plan; to resolve all the matters as may be set forth in the Order of Confirmation. In the event an appeal is perfected from the Order confirming the Plan, the Bankruptcy Court shall also retain jurisdiction to enter such Orders regarding the disbursement of funds under the Plan or the consummation thereof as may be necessary to protect the interest of the Debtor, its creditors and parties in interest.

ARTICLE XXV
DISCLOSURE STATEMENT

The attention of holders of claims and interests is directed to the Disclosure Statement.

ARTICLE XXVI
CONFIRMATION FOR IMPAIRED CLASS NOT ACCEPTING THE PLAN

With respect to any impaired class of creditors not accepting the Plan by the requisite majority in number and two-thirds (2/3) in amount, the proponent of this Plan requests the Court to find that the Plan does not discriminate unfairly and is fair and equitable with respect to each class of claims or interests that is impaired under the Plan and that the Court should confirm the Plan without such acceptances by said impaired class or classes.

Respectfully submitted this the 3rd day of February, 2014.

/s/ David King

David King, President / Manager
Shotwell Landfill, Inc.
Capitol Recycling, LLC
Capitol Waste Transfer, LLC
Debris Removal Partners, LLC
Shotwell Transfer Station II, Inc.
King's Grading, Inc.

JANVIER LAW FIRM, PLLC

/s/ William P. Janvier

William P. Janvier
N.C.S.B. No. 21136
Samantha Y. Moore
N.C.S.B. No. 40202
1101 Haynes Street, Suite 102
Raleigh, NC 27604
Telephone: (919) 582-2323
Facsimile: (866) 809-2379