

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In Re: WOODLAWN LANDSCAPING, INC.

Case No. 15-34068

Debtor.

Chapter 11

FIRST AMENDED DISCLOSURE STATEMENT

Woodlawn Landscaping, Inc. the debtor, provides this First Amended Disclosure Statement (the Disclosure Statement) in order to disclose that information deemed by it to be material, important and necessary for its creditors to arrive at a reasonably informed decision in exercising their right to vote on the Plan of reorganization proposed by the debtor (the Plan). The Plan is currently on file with the United States Bankruptcy Court, Eastern District of Virginia, Richmond Division, 1100 East Main Street, Richmond, Virginia 23219 (the court). A copy of the Plan will accompany the Disclosure Statement and pursuant to 11 USC §1125 (f) (3) the debtor will seek final approval of this Disclosure Statement and confirmation of the Plan at a hearing to be set by the Court.

APPROVAL OF THIS DISCLOSURE STATEMENT BY

THE COURT IS NOT A DECISION BY THE COURT ON THE MERITS OF THE PLAN.

Creditors may vote to accept or reject the Plan by filling out and mailing or delivering the ballot which accompany this Disclosure Statement sent to the creditors.

The completed ballots are to be sent to Graham T. Jennings, Jr., the attorney for the debtor, at the law firm of Graham T. Jennings, Jr., P.C., which if mailed **must** be sent to the mailing address at P.O. Box 426, Powhatan, Virginia 23139, and if delivered by hand or courier, then to the street address at 3810 Old Courthouse Tavern Lane, Powhatan, Virginia

23139. The telephone number of the attorney for the debtor is (804) 598-7912, and the fax number is (804) 591-0323.

The ballots for voting to accept or reject the Plan must be filed in accordance with the order of the court setting the time within which they must be filed in order for such ballots to be counted. The ballots sent to each creditor will contain the deadline for filing such ballots and also will set forth the name and address of the attorney for the debtor to whom such ballots must be sent.

AS A CREDITOR, YOUR VOTE IS IMPORTANT. The Plan can be confirmed by the court if it is accepted by the holders of two-thirds (2/3) in amount and more than one-half (1/2) in number of claims in each affected class voting on the Plan. In the event that the requisite acceptances are not obtained, the court may nevertheless confirm the Plan if the court finds that the Plan accords fair and equitable treatment to any class rejecting it.

NO REPRESENTATIONS CONCERNING THE DEBTOR, IN PARTICULAR AS TO ANY FUTURE SALES OF REAL ESTATE OR PERSONAL PROPERTY, FUTURE PROFITABILITY, SETTLEMENT OF EXISTING PROPERTIES, VALUE OF PROPERTY OR THE VALUE OF ANY PROMISE TO BE MADE UNDER THE PLAN, OTHER THAN SET FORTH IN THIS DISCLOSURE STATEMENT, ARE AUTHORIZED BY THE DEBTOR. THE DEBTOR MAKES NO REPRESENTATIONS OTHER THAN THE INFORMATION CONTAINED HEREIN AT THE TIME OF THE FILING OF THIS DISCLOSURE STATEMENT. ANY

REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE THE VOTES OR ACCEPTANCES OF CREDITORS WHICH ARE OTHER THAN AS CONTAINED IN THIS STATEMENT SHOULD NOT BE RELIED UPON BY CREDITORS IN ARRIVING AT A DECISION, AND ANY SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR, TO THE OFFICE OF THE UNITED STATES TRUSTEE OR TO THE UNITED STATES BANKRUPTCY COURT FOR SUCH ACTION AS MAY BE APPROPRIATE.

The information contained in this Disclosure Statement has not been subject to a certified audit except as expressly noted herein. The accuracy of records kept by the debtor are based on bookkeeping performed substantially internally. Every reasonable effort has been made to present accurate figures.

The terms used in this Disclosure Statement have the same meaning as those used in the Plan; and, any capitalized terms in this Disclosure Statement have the same definition given in the Plan, and if not defined in the Plan, then the definition set forth in the bankruptcy code and the Federal Rules of Bankruptcy Procedure.

HISTORY AND BUSINESS OF DEBTOR.

A. History.

Woodlawn Professional Lawn Care, Inc. (Woodlawn) was organized by Michael Wood and David Wood as a Virginia corporation in 1987 for the purposes of providing residential and commercial lawn chemical spray and selling fertilizer. In 1990, Woodlawn grew to a full service

lawn care business. In 2000, Michael acquired David's interest in Woodlawn and continued the business as Woodlawn Landscaping, Inc. Michael's twin sons, Nicholas and Shane joined Woodlawn in 2005 and 2006 respectively. By that time Woodlawn was comprised of two divisions, maintenance and landscaping; both exhibited a steady revenue growth. By Fall of 2008 Woodlawn was experiencing ongoing growth in the volume of business and revenues. 2009 saw Woodlawn with a workforce of forty (40) employees.

As part of its expansion, Woodlawn hired an individual named Mike Hubbard as Irrigation Manager. Mr. Hubbard had worked for a Richmond metropolitan irrigation company for many years appeared to Woodlawn to be a good salesman with much knowledge about the installation and maintenance of in-ground irrigation systems. On the surface Woodlawn was continuing to expand its operations. Unfortunately, certain internal financial controls were not operating as designed. In practical terms, no one at Woodlawn was monitoring Mike Hubbard. During the thirteen months that Mike Hubbard was employed by Woodlawn it is believed that he embezzled at least \$80,000.00 from the company. He did this by operating a personal irrigation business using Woodlawn labor, time and materials. Collaterally, Mr. Hubbard significantly damaged customer and professional relationships during this period.

On June 10, 2011, Mike Hubbard was convicted of embezzlement (VA. Code Section 18.2-111) in the Circuit Court of Powhatan County, Virginia (Case No. CR11 000 038-00). In addition to receiving active jail time when sentenced on October 11, 2011, Mr. Hubbard was ordered to pay to Woodlawn restitution in the amount of \$10,236.01. This conservative figure represents Woodlawn's loss for those relatively few instances of embezzlement that were chosen for prosecution by the Commonwealth of Virginia.

In another unfortunate turn, Woodlawn discovered in 2011 that a number of Mike Wood's family had been diverting Woodlawn's monies for personal use.

It was also in 2011 that the nationwide economic downturn impacted Woodlawn as it experienced a drop of 49% in gross receipts. Specifically, Woodlawn's gross revenues in 2008 were \$1,070,824.00; 2009 gross revenues equaled \$1,167,061.00; 2010 saw \$1,365,954.00 in gross revenues; but 2011 produced approximately \$700,000.00. Woodlawn's gross revenues have continued to reflect the downward spiral of the nationwide economic downturn.

Woodlawn's gross revenues in 2012 were \$521,986.61; in 2013 were \$572,563.14; in 2014 were \$568,194.29; and in 2015 were \$498,901.30.

During January, 2011 Woodlawn identified national business trends and began bracing for more challenging economic times. Underutilized equipment (certain trucks, tractors and mowers) was sold to shore up capital. Innovative job estimating techniques were instituted to insure profitable new accounts. Operating costs were analyzed and controls instituted to reign in expenses such as fuel. Finally, a moratorium was placed on expenditures and resource utilization that could not be projected as contributing directly to company maintenance and profitability.

Woodlawn was named as defendant in there civil lawsuits during the second half of 2011. Claims in these suits totaled more than \$60,000.00 (including attorney's fees and costs).

In order to continue with an effective restructuring designed to satisfy all creditors Woodlawn filed a Chapter 11 petition in the U.S. Bankruptcy Court, Eastern District of Virginia, Richmond Division on September 28, 2011. Having elected to be treated as a small business under the Bankruptcy Code it was incumbent That Woodlawn have a Chapter 11 Plan confirmed within three hundred days of filing. This did not occur and Woodlawn's Chapter 11 case was dismissed.

Despite the dismissal of its first Chapter 11 case, Woodlawn continued to restructure its debt outside of bankruptcy. Subsequent to the dismissal of its first Chapter 11 case, all of Woodlawn's secured creditors were paid in full pursuant to the original terms under which monies were borrowed.

Additionally, Woodlawn continued to maintain a consistent, if reduced, cash flow. As general economic conditions forced some of Woodlawn's customers to discharge Woodlawn, Mike Wood aggressively (and successfully) sought to enter into contracts with new customers. By Summer of 2015, Woodlawn was almost positioned to begin payment of unsecured creditors that it had listed in its September 28, 2011, bankruptcy filing. However, Plaintiffs in the pending lawsuits against Woodlawn reactivated those proceedings, thus necessitating Woodlawn's filing of the subject Chapter 11 case on August 3, 2015.

B. Operations Since Filing of Petition.

Since the filing of the chapter 11 petition in this case on August 3, 2015, the debtor has continued the operation of its full service lawn care business. By continuing to tighten overhead control and to secure new clientele, the debtor has placed its business operations on a profitable basis annually. The debtor's balance sheet as of February 29, 2016, is attached hereto as exhibit "A" and its profit and loss statements for January 1, 2015 through December 31, 2015, are attached as collective exhibit "B". These exhibits reflect the post-petition financial status of the business.

C. Ownership and Management.

The debtor is a Virginia stock corporation which is now owned by Michael P. Wood. Mr. Wood also serves as Director and President of the debtor.

There have been no changes in the ownership or management of the debtor since the

filing of the chapter 11 petition in this case on August 3, 2015, and no changes in ownership or management are Planned or anticipated after confirmation of the Plan or during the term thereof.

Michael P. Wood does receive compensation from the debtor; and, as set forth below under Future Operations, it is anticipated that he will continue to receive a reasonable salary.

D. Assets and Liabilities.

1. Assets.

The debtor's scheduled assets totaled approximately \$141,784.45 at estimated fair market value as of the filing of the petition in this case on August 3, 2015, and consisted of the following:

- | | |
|--|--------------|
| (a) Cash on hand, bank and security deposits | \$ 55,047.45 |
| (b) Business license | \$1.00 |
| (c) Customer list | \$ 1.00 |
| (d) Automobiles, trucks, trailers and other vehicles and accessories | \$ 43,475.00 |
| (e) Office equipment, furnishings and supplies | \$ 2,000.00 |
| (f) Machinery, equipment, and supplies used in business | \$ 43,702.00 |

The estimates of fair market value of the assets set forth above are values

assigned by the management of the debtor according to the debtor's books of account as of August 3, 2015.

2. Liabilities.

The debtor estimates that, at the present time, its liabilities to be dealt with in its reorganization Plan, including accrued interest, total approximately \$269,634.19.

The amount of these liabilities is broken down as follows:

(a) priority debt owed to various taxing authorities:

(i)	United States	\$ 12,532.22
(ii)	Commonwealth of Virginia	\$ 997.17

(b) general unsecured claims: \$275,510.26

3. Administrative Expenses.

The debtor estimates that its unpaid post-petition administrative expenses through the effective date of the Plan will amount to approximately \$1,625.00. The debtor has been paying post-petition operating expenses on a regular basis and is current on such expenses, which include, without limitation, suppliers, taxes, U. S. Trustee's fees, and all other ordinary and necessary operating expenses. The debtor will continue to pay such expenses in the ordinary course of business until confirmation of the Plan, at which time all such expenses will be current. In addition, U.S. Trustee post-confirmation quarterly fees will be timely paid as required by law.

E. Pending Litigation Involving Debtor.

A Complaint by John Deere Landscapes, Inc. (John Deere) was filed on July 1, 2011, in the Circuit Court of the City of Suffolk, Virginia. The amount of the claim asserted by John Deere totaled “. . . \$55,856.42, plus pre-judgment interest at the contract rate of 18% per annum, collection costs . . . and costs of court.” John Deere was listed in this chapter 11 case as an unsecured non-priority creditor that had a claim of \$1.00. John Deere subsequently filed as an unsecured non-priority creditor in this case a proof of claim in the amount of \$46,981.42. On December 15, 2011, Michael P. Wood filed in the U.S. Bankruptcy Court, Eastern District of Virginia, Richmond Division a case under Chapter 13 of the Bankruptcy Code (Case No. 11-37900-KLP). John Deere also filed in Mr. Wood’s Chapter 13 case a proof of claim in the amount of \$46,981.42. Upon the December, 2016 completion of Mr. Wood’s confirmed Chapter 13 Plan John Deere will have been paid through Mr. Wood’s confirmed Chapter 13 Plan \$10, 523.44 for the same obligation claimed by John Deere in this Chapter 11 case. It is anticipated that the remaining balance due John Deere in the sum of \$25,422.72 will be addressed in the debtor’s Chapter 11 Plan.

On July 14, 2011, Papco, Inc. filed a Warrant in Debt in the General District Court of Powhatan County, Virginia seeking judgment against the debtor and Michael Wood, President of Woodlawn, individually in the amount of \$2,755.90. Upon the filing of Woodlawn’s prior chapter 11 case, activity in that case was stayed. On December 16, 2011, the case was dismissed. Papco, Inc. was listed as an unsecured non-priority creditor in this case and filed a proof of claim on November 13, 2015 totaling \$2,660.00. On December 15, 2011, Michael P. Wood had filed in the U.S. Bankruptcy Court, Eastern District of Virginia, Richmond Division a case under Chapter 13 of the Bankruptcy Code (Case No. 11-37900-KLP). Papco, Inc. filed a claim for the same indebtedness in Michael Wood’s Chapter 13 case on January 18, 2012.

The debtor will be paying the balance of what is owed to Papco, Inc., following the payout from Michael Wood's Chapter 13 Plan, to the extent that funds are available, through its Chapter 11 Plan. An objection was filed against Papco Inc.'s claim on July 15, 2016 to this effect.

On November 16, 2015, American Express Bank FSB (American Express) filed a proof of claim in the amount of \$11,111.06 in the debtor's Chapter 11 case. The debt was listed as an unsecured non-priority creditor in this case. American Express had previously (February 3, 2012) filed a claim for the same indebtedness in Michael P. Wood's Chapter 13 case in the U.S. Bankruptcy Court, Eastern District of Virginia, Richmond Division. The debtor will be paying the balance of what is owed to American Express, following the payout from Michael Wood's Chapter 13 Plan, to the extent that funds are available, through its Chapter 11 Plan. An objection was filed against American Express' claim on July 15, 2016 to this effect.

On August 13, 2015, Meadowspring Turf, LLC (Meadowspring) filed a proof of claim in this case in the amount of \$35,658.14. The debt was listed as an unsecured non-priority creditor in the debtor's Chapter 11 petition. Meadowspring had previously (January 23, 2012) filed a claim for the same indebtedness in Michael P. Wood's Chapter 13 case in the U.S. Bankruptcy Court, Eastern District of Virginia, Richmond Division. The debtor will be paying the balance of what is owed to Meadowspring, following the payout from Michael Wood's Chapter 13 Plan, to the extent that funds are available, through its Chapter 11 Plan. An objection was filed against Meadowspring's claim on July 15, 2016 to this effect.

F. Insider and Affiliate Claims' Transactions With Insiders and Affiliates.

There are no claims in this chapter 11 case by insiders or affiliates of the debtor. Further, there are no transactions in this chapter 11 case by the debtor with any insiders or affiliates.

G. Guarantors of Secured Claims.

There exist no guarantors of secured debt for which the debtor is responsible.

H. Future Operations.

The debtor will continue its full service lawn care business at its current location in the same manner as it has since the filing of the petition in this case. Michael L. Wood will continue as owner and President of the debtor. In that capacity he will continue to receive a reasonable salary commensurate with his efforts.

Attached hereto as Exhibit "C" is the debtor's first amended pro-forma income and expense statement with respect to the anticipated position of the business after confirmation of the Plan. It is anticipated that, as a result of this chapter 11 case and the Plan of reorganization proposed by the debtor, it will be able to enlarge the business carried on and effect an overall increase in its profitability. Nevertheless, the debtor has, for the purposes of the chapter 11 Plan, projected steady, conservative cash sales.

The debtor further anticipates that after confirmation of the Plan it will be able to carry on its business without any increase in staff (as seasonally adjusted) with little, if any, increase in its other operating expenses relative to its income.

II. THE PLAN OF REORGANIZATION.

Attached to this Disclosure Statement is a copy of the debtor's Plan which has been filed with the court. This section summarizes certain key provisions of the Plan and means for implementing the Plan. As indicated above, the terms used herein have the same meaning as in the Plan.

THIS SUMMARY REFLECTS ONLY THOSE PROVISIONS WHICH THE DEBTOR BELIEVES TO BE THE MOST IMPORTANT AND IT IS INCOMPLETE

AS A SUMMARY OF EVERY PROVISION OF THE PLAN. THE PLAN IS A LEGALLY BINDING ARRANGEMENT AND SHOULD BE READ IN ITS ENTIRETY AS OPPOSED TO RELYING ON THIS SUMMARY. TO WHATEVER EXTENT THIS SUMMARY MAY BE INCONSISTENT WITH THE ACTUAL TERMS OF THE PLAN, THE TERMS OF THE PLAN ARE CONTROLLING.

In summary, the Plan provides for (i) the payment in full of all administrative expenses, (ii) the payment in full of priority tax claims, with interest and (iii) the payment of forty-five percent (45%) of all other allowed claims, without interest, as follows.

A. Administrative Expenses.

Except as otherwise provided herein or to the extent a holder of an Allowed Administrative Claim agrees to other, lesser treatment, each holder of an Allowed Administrative Claim (including holders of Allowed Professional Fee Claims) shall receive, in full satisfaction of its Allowed Administrative Claim, Cash equal to the Allowed amount of such Administrative Claim on the Effective Date. Post-petition liabilities to IRS, if any, shall be paid in full, with interest, if any, by the later of the Effective date of the Plan or the due date for the applicable return. There shall be no requirement that the Internal Revenue Service file any request for payment of Administrative Claim, nor any deadline for the filing of such requests See 11 U.S.C. §503(b)(1)(D).

B. Tax Claims. Tax claims entitled to priority are to be paid in full as follows:

The Internal Revenue Service, holder of an allowed claim entitled to priority pursuant to section 507(a)(8) of the Code, shall be paid the full amount of its allowed priority claim (\$12,532.22), with interest thereon from the effective date of the Plan at the rate of three percent

(3%) per year, over a period ending not later than six (6) years after August 1, 2016, in quarterly installments of principal and interest. Such quarterly installments shall be in the amount of \$537.83, each, beginning thirty (30) days after the effective date of the Plan.

The Commonwealth of Virginia Department of Taxation, holder of an allowed claim entitled to priority pursuant to section 507(a)(8) of the Code, shall be paid the full amount of its allowed priority claim (\$997.17), with interest thereon from the effective date of the Plan at the rate of three percent (3%) per year, over a period ending not later than six (6) years after August 1, 2016, in quarterly installments of principal and interest. Such quarterly installments shall be in the amount of \$42.78, each, beginning thirty (30) days after the effective date of the Plan.

C, Claims of Creditors and Interest Holders. The claims of the other creditors and the holders of interests in the debtor are classified in the Plan as follows:

Class 1 Claims. Class 1 consists of all allowed unsecured priority claims of creditors. The holders of class 1 claims are unimpaired. The holders of the class 1 general unsecured non-priority claims shall be paid one hundred percent (100%) of the amount of their allowed claims, with three percent (3%) interest, on a pro rata basis in quarterly installments over a term of six (6) months from the effective date of the Plan. The debtor shall utilize quarterly installments in the amount of \$537.83, each beginning thirty (30) days after the effective date of the Plan.

Secured Claims. There exist no secured claims for which Woodlawn is indebted.

Class 2 Claims. Class 2 consists of all allowed general unsecured non-priority claims of creditors. The holders of class 2 claims are impaired. The holders of the class 2 general unsecured claims shall be paid forty-five percent (45%) of the amount

of their allowed claims, without interest, on a pro rata basis in quarterly installments over a term of seventy two (72) months from the effective date of the Plan. The debtor shall utilize the following quarterly payment installment schedule for each calendar year during said seventy-two months period for the payment of such prorata quarterly installments to the holders of the class 2 claims. Such quarterly installments shall begin thirty (30) days after the effective date of the Plan.

I. Period (1 st 24 months of Plan)	Sum paid pro rata directly to Class 2 Claimants
1 st quarter	\$5,665.02
2 nd quarter	\$5,665.02
3 rd quarter	\$5,665.02
4 th quarter	\$5,665.02
II. Period (2 nd 24 months of Plan)	Sum paid pro rata directly to Class 2 Claimants
1 st quarter	\$5,665.02
2 nd quarter	\$5,665.02
3 rd quarter	\$5,665.02
4 th quarter	\$5,665.02
III. Period (3 rd 24 months of Plan)	Sum paid pro rata directly to Class 2 Claimants
1 st quarter	\$5,665.02
2 nd quarter	\$5,665.02
3 rd quarter	\$5,665.02
4 th quarter	\$5,665.02

D. Prepayment. The debtor shall have the right, but not the obligation, to prepay its obligations under the Plan in whole or in part at any time.

E. Defaults Under the Plan.

1. Payments to administrative creditors, tax creditors and class 1 and class 2 creditors shall not be considered to be late until after fifteen (15) days from the date when the same are due.

2. Failure of the debtor to (i) make payments to priority tax creditors pursuant to the terms of the Plan, (ii) file any required tax return by the due date of such return,

or (iii) pay any tax that becomes due within five (5) days of the due date of such tax shall constitute an event of default with respect to the same. In the event the debtor fails to cure any such event of default as to any such tax return or payment within ten (10) days after receipt by the debtor of written notice of such default from any such priority tax creditor, then any such priority tax creditor may (a) enforce the entire amount of its claim, (b) exercise any and all rights and remedies which such priority tax claimant may have under applicable non-bankruptcy law, and/or (c) seek such relief as may be appropriate in the bankruptcy court.

F. Method of Payment. The debtor will make the payments to creditors under the Plan through funds generated by the continued operation of its full service lawn care business.

G. Assumption or Rejection of Leases.

1. There exist no leases for the debtor to assume or reject. However, the debtor houses its business operation in a facility owned by Woodlawn Ventures, Inc. which the debtor rents on a month to month basis. The debtor will continue to occupy those premises.

III. EFFECT OF TAXES UNDER THE PLAN.

The debtor believes that there are no adverse federal or state tax consequences to any investors which will result from the Plan.

IV. CREDITORS' COMMITTEE.

There is no creditors' committee in this chapter 11 case, therefore the debtor's Plan has not been negotiated with any committee of creditors.

V. ELEMENTS OF CONFIRMATION.

A. Technical Requirements.

For a Plan to be confirmed, the Bankruptcy Court must determine that (i) each

impaired class of creditors and equity security holders will, pursuant to the Plan, receive at least as much as the class would have received in liquidation, (ii) each impaired class of creditors and equity security holders has accepted the Plan by the requisite vote and (iii) confirmation of the Plan is not likely to be followed by the liquidation or need for further financial reorganization of the debtor or any successor unless the Plan proposes such liquidation or reorganization. To be accepted by a class of creditors, the Plan must be accepted in writing by creditors who hold at least two-thirds (2/3) in amount and more than one-half (1/2) in number of all allowed claims of that class held by creditors who actually vote. To be accepted by a class of equity security holders, a Plan must be accepted in writing by equity security holders who hold at least two-thirds (2/3) in amount of allowed securities of such class who actually vote. Any class that is unimpaired is deemed to have accepted the Plan.

If any impaired class of creditors or equity security holders does not accept the Plan, but all other requirements of the Bankruptcy Code are met, the proponent of the Plan may invoke the so-called "cram down" provision of the Bankruptcy Code. Under these provisions, the Bankruptcy Court may confirm the Plan notwithstanding the non-acceptance of the Plan by an impaired class of creditors or equity security holders, if certain requirements of the Bankruptcy Code are met.

The debtor's objective in this chapter 11 proceeding is to achieve payment in full of the allowed administrative expenses of this chapter 11 case; the allowed priority tax claims (with interest); payment of forty-five percent (45%) of all allowed unsecured claims (without interest); retention of the ownership interest of the owner of the debtor; and the continuation of its business.

B. Alternatives to the Plan.

Under the debtor's proposed Plan of reorganization, all allowed priority tax claims (with interest) and allowed administrative expenses in accordance with the respective contract terms would be paid in full. Further, all allowed unsecured claims would be paid forty-five percent (45%) of the amount of such claims, without interest, and the owners of the debtor would retain their interests in the debtor. Management of the debtor believes that general unsecured creditors and interest holders would receive significantly less from distributions of a liquidation of the debtor's assets under chapter 7 of the Bankruptcy Code because of the likelihood of payment of distress sale prices (as well as the cost of sale) for some or all of the debtor's assets. Furthermore, priority claims of the debtor's tax creditors and administrative creditors would have to be paid before unsecured creditors would receive proceeds. Management further believes that the debtor's assets possess significantly more value as part of its ongoing business operations than would be realized if they were to be liquidated.

VI. RESERVATION OF RIGHTS.

Neither the filing of this Disclosure Statement nor any statement or provision contained herein, nor the taking by any creditor of any action with respect to this Disclosure Statement shall be or be deemed to be an admission against interest or be or be deemed to be a waiver of any of its rights or property interests: and, until the effective date of the Plan, all such rights and interests are specifically reserved. In the event that there is no such effective date, neither this Disclosure Statement nor any statement contained herein may be used or relied upon in any manner in any suit, action, proceeding or controversy within or outside of the reorganization case involving the debtors.

Dated: July 19, 2016

Woodlawn Landscaping, Inc.

By: /s/ Michael P. Wood
Michael P. Wood, President

/s/ Graham T. Jennings, Jr.

Graham T. Jennings, Jr.(VSB #18542)

Graham T. Jennings, Jr., P. C.

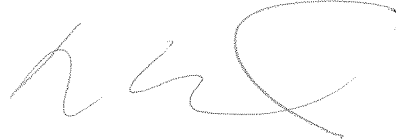
P.O. Box 426

Powhatan, Virginia 23139

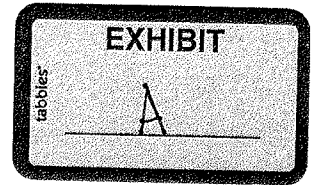
(804) 598-7912

Fax (804) 591-0323

Counsel for Debtor

A handwritten signature in black ink, appearing to read 'M. P. Wood', is written over the typed name of Michael P. Wood.

Woodlawn Landscaping, Inc.
 Balance Sheet
 February 29, 2016

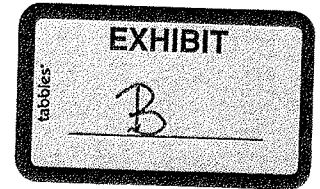


ASSETS

Current Assets		
C&F- Operating (DIP) Account	\$	77,857.88
C&F- Tax (DIP) Account		1,505.23
Accounts Receivable		47,064.08
Inventory- Chemicals		<u>800.00</u>
Total Current Assets		127,227.19
Property and Equipment		
Fixtures, Equipment, Vehicles		238,675.00
Accumulated Depreciation		<u>(162,433.00)</u>
Total Property and Equipment		76,242.00
Other Assets		
Cash Surrender Value Insurance		<u>500.00</u>
Total Other Assets		<u>500.00</u>
Total Assets	\$	<u><u>203,969.19</u></u>

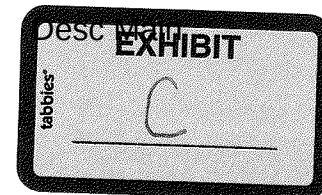
LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	<u>179,873.24</u>
Total Current Liabilities		179,873.24
Long-Term Liabilities		
Loan from Stockholder-M Wood		<u>95,172.00</u>
Total Long-Term Liabilities		<u>95,172.00</u>
Total Liabilities		275,045.24
Capital		
Common Stock		2,210.00
Retained Earnings (Deficit)		(411,634.41)
Paid to Capital		<u>338,348.36</u>
Total Capital		<u>(71,076.05)</u>
Total Liabilities & Capital	\$	<u><u>203,969.19</u></u>



Wood Lawn Landscaping, Inc.
Four quarters and Year to Date Income Statement
For the year ended December 31, 2015

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
Revenues					
Service - Maintenance	\$ 105,193.56	\$ 100,241.15	\$ 101,907.64	\$ 97,551.88	\$ 404,894.23
Service - Landscape	5,880.00	15,182.50	2,540.00	1,825.00	25,427.50
Service - Snow	64,420.00	0.00	0.00	0.00	64,420.00
Customer Refunds	(225.00)	0.00	0.00	0.00	(225.00)
Sales Discount	0.00	0.00	2,500.00	0.00	2,500.00
Miscellaneous Refunds	691.46	342.65	120.95	719.22	1,874.28
Interest Income	3.32	0.90	2.78	3.29	10.29
Total Revenues	175,963.34	115,767.20	107,071.37	100,099.39	498,901.30
Cost of Sales					
Cost of Chemicals	1,747.84	479.12	0.00	0.00	2,226.96
Purchase Discounts	272.50	6,000.00	0.00	600.00	6,872.50
Mulch - Maintenance	0.00	0.00	0.00	70.00	70.00
Rock	0.00	417.50	0.00	0.00	417.50
Plants	545.48	2,672.92	0.00	1,744.83	4,963.23
Landscape - Misc.	7,275.70	845.46	5,686.80	3,459.69	17,267.65
Mulch - Landscape	10,134.67	3,623.10	0.00	0.00	13,757.77
Snow subcontractors	1,035.00	0.00	0.00	0.00	1,035.00
Cost of Sod	0.00	2,967.01	162.08	44.20	3,173.29
Landscape Equipment-Rental	739.84	124.81	0.00	0.00	864.65
Irrigation-Parts	161.96	0.00	0.00	0.00	161.96
Salary Wages - G/A	33,595.00	33,670.00	32,004.60	34,335.40	133,605.00
Hourly Wages	26,973.54	46,481.59	41,615.05	30,984.77	146,054.95
Bonuses & Distributions	750.00	1,500.00	300.00	0.00	2,550.00
Fica/Medi Tax	4,690.91	6,246.46	5,731.39	4,997.03	21,665.79
Fed. Unemployment	292.68	151.78	90.69	13.59	548.74
State Unemployment	163.53	3,253.56	1,941.41	1,096.76	6,455.26
Sub-Contractor Exp-Other	800.00	167.10	0.00	405.00	1,372.10
Total Cost of Sales	89,178.65	108,600.41	87,532.02	77,751.27	363,062.35
Gross Profit	86,784.69	7,166.79	19,539.35	22,348.12	135,838.95
Expenses					
Advertising	120.00	360.00	145.00	0.00	625.00
Health Insurance Premiums	902.25	1,108.24	1,662.36	1,754.28	5,427.13
Dental Insurance Premiums	25.75	51.50	77.25	51.50	206.00
Auto Labor	1,992.55	574.55	1,640.57	3,197.82	7,405.49
Auto Parts	656.02	758.24	331.04	397.55	2,142.85
Auto Gas & Oil	4,008.25	7,495.71	5,479.89	4,474.78	21,458.63
Bank Service Charge	0.00	0.00	25.00	90.00	115.00
Contributions	0.00	200.00	0.00	0.00	200.00
Payment for Damages	1,089.72	0.00	214.04	315.04	1,618.80
Dues & Subscriptions	50.00	0.00	0.00	0.00	50.00
Entertainment	568.18	106.65	0.00	203.28	878.11
Business Insurance	4,411.00	3,741.00	3,779.00	3,994.00	15,925.00
Life Insurance	981.00	981.00	981.00	981.00	3,924.00
Licenses	283.47	242.34	310.75	136.75	973.31
Office Supplies	450.00	175.16	877.90	999.00	2,502.06
Postage	167.07	98.00	0.00	0.00	265.07
Legal & Acct Fees	1,000.00	1,100.00	1,300.00	1,477.50	4,877.50
Rent	4,811.92	6,466.92	6,467.88	6,607.44	24,354.16
Equipment Parts	887.27	3,716.88	772.71	2,400.68	6,777.54
Equipment Labor	1,557.41	637.40	615.06	841.73	3,651.60
Facility Exp & Maintenan	0.00	1,117.27	282.50	103.40	1,503.17
Taxes - Property	0.00	1,939.79	0.00	1,639.78	3,579.57
Taxes - Real Estate	0.00	1,088.55	0.00	1,088.55	2,177.10
Telephone	0.00	0.00	0.00	209.50	209.50
Telephone-Cellular	628.23	630.32	628.59	265.39	2,153.53
Internet Services	638.31	638.52	638.77	640.38	2,555.98
Travel	0.00	0.00	4.00	0.00	4.00
Uniforms	182.20	1,008.61	0.00	404.35	1,595.16
Utilities	1,166.21	1,041.15	793.56	683.90	3,624.82
Misc. Expense	1,033.13	1,411.39	2,443.88	571.02	5,459.42
Total Expenses	27,549.94	35,689.19	29,470.75	33,529.62	126,239.50
Net Income	\$ 59,234.75	(\$ 28,522.40)	(\$ 9,931.40)	(\$ 11,181.50)	\$ 9,599.45



Woodlawn Landscaping, Inc.
 6 Year projected Income and loss

	For Year Ending:						Total 6 Yrs
	2016	2017	2018	2019	2020	2021	
Total Revenues	505,000	510,000	515,000	505,000	508,000	519,000	3,062,000
Total Cost of Sales	345,802	343,827	339,766	345,489	342,688	347,255	2,064,827
Gross Profit	159,198	166,173	175,234	159,511	165,312	171,745	997,173
Expenses							
Advertising	625	639	645	633	636	650	3,828
Health Insurance Premiums	5,427	5,548	5,602	5,493	5,526	5,646	33,243
Dental Insurance Premiums	206	211	213	209	210	214	1,262
Auto Labor	7,405	7,570	7,644	7,496	7,541	7,704	45,361
Auto Parts	2,143	2,191	2,212	2,169	2,182	2,229	13,126
Auto Gas & Oil	21,459	21,936	22,151	21,721	21,850	22,323	131,440
Bank Service Charge	115	118	119	116	117	120	704
Contributions	200	204	206	202	204	208	1,225
Payment for Damages	1,619	1,655	1,671	1,639	1,648	1,684	9,916
Dues & Subscriptions	50	51	52	51	51	52	306
Entertainment	878	898	906	889	894	913	5,379
Business Insurance	15,925	16,279	16,439	16,120	16,215	16,567	97,545
Life Insurance	3,924	4,011	4,051	3,972	3,996	4,082	24,036
Licenses	973	995	1,005	985	991	1,013	5,962
Office Supplies	2,502	2,558	2,583	2,533	2,548	2,603	15,326
Postage	265	271	274	268	270	276	1,624
Legal & Acct Fees	4,878	4,986	5,035	4,937	4,966	5,074	29,876
Rent	24,354	24,896	25,140	24,652	24,798	25,335	149,176
Equipment Parts	6,778	6,928	6,996	6,860	6,901	7,051	41,514
Equipment Labor	3,652	3,733	3,769	3,696	3,718	3,799	22,367
Facility Exp & Maintenanc	1,503	1,537	1,552	1,522	1,531	1,564	9,207
Taxes - Property	3,580	3,659	3,695	3,623	3,645	3,724	21,926
Taxes - Real Estate	2,177	2,226	2,247	2,204	2,217	2,265	13,335
Telephone	210	214	216	212	213	218	1,283
Telephone-Cellular	2,363	2,201	2,223	2,180	2,193	2,240	13,400
Internet Services	2,556	2,613	2,638	2,587	2,603	2,659	15,656
Uniforms	1,595	1,631	1,647	1,615	1,624	1,659	9,771
Utilities	3,625	3,705	3,742	3,669	3,691	3,771	22,203
General Operation Expenses	5,459	5,581	5,636	5,526	5,559	5,679	33,440
Minimal Equipment Purchases	10,000	10,000	15,000	15,000	15,000	15,000	80,000
Total Expenses	136,445	139,044	145,309	142,779	143,538	146,321	853,435
Net Income	22,753	27,129	29,925	16,732	21,774	25,424	143,738

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

In Re: WOODLAWN LANDSCAPING, INC. Case No. **15-34068**

Debtor. Chapter 11

FIRST AMENDED PLAN OF REORGANIZATION

Woodlawn Landscaping, Inc., the debtor, proposes the following amended Plan of reorganization pursuant to 11 U.S.C. Section 1121:

ARTICLE I
Definitions

1.01. Administrative Claim means a Claim for costs and expenses of administration of the Bankruptcy Case under sections 503, 507(a)(2), or 507(b) of the Bankruptcy Code, including compensation for legal services and reimbursement of expenses awarded or allowed under Sections 330(a) or 331 of the Bankruptcy Code, including Professional Fee Claims, and all fees and costs assessed against the Estate pursuant to 28 U.S.C. § 1930.

1.02. Administrative Claim Bar Date means the date by which all requests for payment of Administrative Claims must be filed with the Bankruptcy Court, which shall be the date that is 30 days from the Effective Date, subject to further extension by an order of the Bankruptcy Court.

1.03. Administrative expenses means all administrative expenses allowed under section 503(b) of the Code, including all debtor-in-possession obligations, and the fees, costs and disbursements of professionals.

1.04. Allowed claim means a claim (i) if no objection to the allowance thereof has been interposed within any applicable period of limitation fixed by Rule or by an order of the court (a) in the amount for which a proof of claim has been filed with the court within the applicable period of limitation fixed by Rule 3003 or in an order of the court or (b) in the amount scheduled in the list of creditors prepared and filed with the court pursuant to Rule 1007(b), as such may be amended pursuant to Rule 1009 prior to the confirmation date, and not listed therein as disputed, contingent or unliquidated as to amount, or (ii) if an objection to the allowance thereof has been interposed within any applicable period of limitation fixed by Rule or an order of the court, in the amount determined by the court by a final order allowing such claim.

1.05 Allowed interest means the ownership interest held in the debtor by a member thereof.

1.06 Ballot means the form or forms distributed to each holder of an Impaired Claim entitled to vote on this Plan on which the holder indicates acceptance or rejection of this Plan.

1.07 Bankruptcy case means the bankruptcy case filed by the Debtor in the Bankruptcy Court on the Petition Date, enumerated as Case No. 15-34068.

1.08. Claim means any right to payment, or right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, against the debtor in existence on or as of the petition date, whether or not such right to payment or right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.09. Class means any class into which allowed claims or interests are classified pursuant to Article IV hereof.

1.10. Class 1 claims mean the allowed claims and allowed interests so classified in sections of this Plan, respectively.

1.11. Code means the United States Bankruptcy Code, 11 U.S.C. Section 101, et seq. and any amendments thereto.

1.12. Confirmation date means the date upon which the order of confirmation is entered by the court.

1.13. Confirmation hearing means the hearing at which time the Bankruptcy Court will consider and determine whether to confirm this Plan, as such hearing may be continued from time to time.

1.14. Consummation order means a final order of the court terminating this reorganization case and discharging the reorganized debtor.

1.15. Court means the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division, in which the debtor's chapter 11 case, pursuant to which the Plan is proposed, is pending, and any court having competent jurisdiction to hear appeals or certiorari proceedings therefrom, or any successor thereto that may be established by any Act of Congress relating to bankruptcy, or the United States District Court for the Eastern District of Virginia, to the extent that the United States District Court for the Eastern District of Virginia may lawfully exercise subject matter jurisdiction over this reorganization case.

1.16. Creditor means the holder of a Claim.

1.17. Debtor means Woodlawn Landscaping, Inc., a Virginia stock corporation.

1.18. Debtor-in-possession obligations means all indebtedness incurred by the debtor after the commencement of the reorganization case except for the fees, costs and disbursements of professionals.

1.19. Effective date or effective date of the Plan means the date which shall be no later than thirty (30) days following entry of the order of confirmation; provided, however, that if any act required to be performed on the effective date cannot be performed or made to exist by the thirtieth (30th) day after entry of the order of confirmation due to the existence of a court order staying or otherwise precluding execution of the Plan or any part thereof, then the effective date shall be ten (10) days after the later of (i) the order staying or otherwise precluding execution of the Plan, or any part thereof, has been nullified, vacated or otherwise modified, or (ii) the appeal, and any further appeals, have been resolved and the time for any further appeal has expired.

1.20. Final decree means the final decree entered by the Bankruptcy Court closing the Bankruptcy Case pursuant to Bankruptcy Rule 3022.

1.21. Final order means an order of the court as to which any appeal that has been or may be taken has been resolved or as to which the time for appeals, including the twenty-day (20) extension available for excusable neglect under Rule 8002(c), or further appeal has expired.

1.22. General Unsecured Claim means a Claim that is not an Administrative Claim, Priority Claim, Secured Claim or Equity Interest.

1.23. Impaired means “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code, with respect to a Claim, Equity Interest, or Class of Claims or Equity

Interests.

1.24. IRS means the Internal Revenue Service.

1.25. Order of confirmation means the final order entered by the court confirming the Plan in accordance with the provisions of chapter 11 of the Code.

1.26. Person includes an individual, corporation, partnership, joint venture, trust, estate, unincorporated organization, or a government or any agency or political subdivision thereof.

1.27. Petition date means August 3, 2015.

1.28. Plan shall have the meaning set forth in the Introduction and shall also include all Exhibits attached hereto or referenced herein, as the same may be amended, modified, or supplemented, including without limitation, any "Plan Supplement".

1.29. Plan Administrator means Michael Wood.

1.30. Priority claim or expense(s) means any allowed claim entitled to priority of payment under sections 507(a)(2) through 507(a)(8) of the Code.

1.31. Priority Tax Claim means a Claim arising under federal, state, or local Tax laws that is entitled to priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

1.32. Professional means any professional employed in the Bankruptcy Case pursuant to section 327, 330 or 1103 of the Bankruptcy Code or any professional or other Entity seeking compensation or reimbursement of expenses in connection with the Bankruptcy Case pursuant to sections 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code.

1.33. Professional Fee Claims mean the Claims of a Professional under sections 328, 330(a), 331, 503 or 1103 of the Bankruptcy Code for compensation of Professional

or other entity for services rendered or expenses incurred in the Bankruptcy Case.

1.34. Professional Fee Claims Bar Date means the date by which all requests for payment of Professional Fee Claims are required to be filed with the Bankruptcy Court, which shall be the 30 days after the Effective Date.

1.35. Pro Rata means, when used with reference to a distribution to a holder of an Allowed Claim in a Class, that share of the property to be distributed on account of all Allowed Claims in such Class so that the ratio of (a)(1) the amount of such property distributed on account of the particular Allowed Claim to (ii) the amount of such Claim, is the same as the ratio of (b)(1) the aggregate amount of such property distributed on account of all Allowed Claims in such Class to (ii) the aggregate amount of all Allowed Claims in such Class.

1.36. Reorganization case means Case No. 15-34068-KLP in the court.

1.37. Reorganized Debtor means the Debtor, as reorganized pursuant to this Plan, on or after the Effective Date.

1.38. Rule(s) means the Federal Rules of Bankruptcy Procedure as amended and supplemented by the Local Bankruptcy Rules as adopted by the court.

1.39. Schedules means the schedules of assets and liabilities filed by the Debtor, as required by section 521 of the Bankruptcy Code, as the same may have been or may be amended, modified, or supplemented.

1.41. Secured Claims means Claims against the Debtor that are secured by liens on property in which the Estate has an interest or that are subject to setoff under §553 of the Bankruptcy Code, to the extent of the value of the holder of such Claim's interest in the

Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to §506(a) and, if applicable, §1129(b) of the Bankruptcy Code.

1.42. Unimpaired means not "impaired" within the meaning of section 1124 of the Bankruptcy Code, with respect to a Claim, Equity Interest, or Class of Claims or Equity Interests.

1.43. U.S. Trustee means the Office of the United States Trustee for the Eastern District of Virginia.

1.44. Voting Deadline means the deadline for submitting Ballots to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code that is specified in the Disclosure Statement, the Ballots, or related solicitation documents approved by the Bankruptcy Court.

ARTICLE II

Classification of Claims and Equity Interests

2.01. General Overview. This Plan classifies Claims and Equity Interests in various Classes according to their right to priority of payments as provided in the Bankruptcy Code. This Plan states whether each Class of Claims or Equity Interests is impaired or Unimpaired and provides the treatment each Class will received under this Plan.

2.02. Unclassified Claims. Certain types of Claims are not placed into voting Classes; instead they are unclassified. These Claims are not considered Impaired and the holders of these Claims do not vote on this Plan because that are automatically entitled to

specific treatment provided for them in the Bankruptcy Code. The treatment of these Claims is provided below.

(1) Administrative Claims. Administrative Claims are Claims for costs or expenses of administering the Debtor's Bankruptcy Case, which are provided for in Bankruptcy Code section 507(a)(2). On or as soon as reasonably practicable after the later of (i) thirty (30) days after the Effective Date, or (ii) the date on which an Administrative Claim becomes an Allowed Administrative Claim, the holder of such Allowed Administrative Claim shall receive, in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Administrative Claim, (a) Cash equal to the unpaid portion of the Allowed amount of such Administrative Claim, or (b) such other less favorable treatment as to which the Plan Proponents and such holder shall have agreed upon in writing.

Any request for payment of an Administrative Claim that is not timely filed on or before the Administrative Claim Bar Date will be forever barred and Disallowed. A request for payment of Administrative Claims must include at a minimum: (i) the name of the holder of the Administrative Claim, (ii) the amount of the Administrative Claim, (iii) the basis of the Administrative Claim, and (iv) supporting documentation for the Administrative Claim.

(2) Bankruptcy Court Approval of Professional Fees Required. As a prerequisite to allowance and therefore payment, the Bankruptcy Court must, upon a timely request for payment of Professional Fee Claims except Clerk's Office fees and U.S. Trustee's fees, the Professional in question must file and serve a properly noticed

Professional Fee Application, and the Bankruptcy Court must rule on the application.

Only the amount of Professional Fee Claims approved by the Bankruptcy Court will be required to be paid under this Plan.

2.03. Payment of Administrative Claims in General. Except as otherwise provided herein or to the extent a holder of an Allowed Administrative Claim agrees to other, lesser treatment, each holder of an Allowed Administrative Claim (including holders of Allowed Professional Fee Claims) shall receive, in full satisfaction of its Allowed Administrative Claim, Cash equal to the Allowed amount of such Administrative Claim on the Effective Date. Post-petition liabilities to IRS, if any, shall be paid in full, with interest, if any, by the later of the Effective date of the Plan or the due date for the applicable return. There shall be no requirement that the Internal Revenue Service file any request for payment of Administrative Claim, nor any deadline for the filing of such requests See 11 U.S.C. §503(b)(1)(D).

2.04. U.S. Trustee Fees under 28 U.S.C. §1930. All fees payable in the Case under 28 U.S.C. §1930, as agreed by the Debtor or as determined by the Bankruptcy Court, will, if not previously paid in full, shall be paid in Cash on the Effective Date, and will continue to be paid by the Debtor as required under 28 U.S.C. §1930 until such time as an order is entered by the Bankruptcy Court closing the Case.

2.05. Summary of Classification and Treatment of Claims and Equity Interests. All Claims except Administrative Claims and Priority Tax Claims, are placed in the following Classes. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims, as described herein have not been

classified and thus are excluded from the following Classes. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any remainder of the Claim or Equity Interest qualifies within the description of such other Classes.

ARTICLE III

Classification of Claims and Interests and Provisions for Payment

3.01 Class 1: Unsecured Priority Claims

(a) The Internal Revenue Service, holder of an allowed claim entitled to priority pursuant to section 507(a)(8) of the Code, shall be paid the full amount of its allowed priority claim (\$12,532.22), with interest thereon from the effective date of the Plan at the rate of three percent (3%) per year, over a period ending not later than six (6) years after August 1, 2016, in quarterly installments of principal and interest. Such quarterly installments shall be in the amount of \$537.83, each, beginning thirty (30) days after the effective date of the Plan.

(b) The Commonwealth of Virginia Department of Taxation, holder of an allowed claim entitled to priority pursuant to section 507(a)(8) of the Code, shall be paid the full amount of its allowed priority claim (\$997.17), with interest thereon from the effective date of the Plan at the rate of three percent (3%) per year, over a period ending not later than six (6) years after August 1, 2016, in quarterly installments of principal and interest. Such quarterly installments shall be in the amount of \$42.78, each, beginning thirty (30) days after the effective date of the Plan.

Secured Claims. There exist no secured claims for which Woodlawn is indebted.

Class 2 Claims. Class 2 consists of all allowed unsecured non-priority claims of creditors. The holders of class 2 claims are impaired. The holders of the class 1 general unsecured priority claims shall be paid forty-five percent (45%) of the amount of their allowed claims, without interest, on a pro rata basis in quarterly installments over a term of seventy two (72) months from the effective date of the Plan. The debtor shall utilize the following quarterly payment installment schedule for each calendar year during said seventy-two months period for the payment of such prorata quarterly installments to the holders of the class 2 claims. Such quarterly installments shall begin thirty (30) days after the effective date of the Plan.

I.	Period (1 st 24 months of Plan)	Sum paid pro rata directly to Class 1 Claimants
	1 st quarter	\$5,665.02
	2 nd quarter	\$5,665.02
	3 rd quarter	\$5,665.02
	4 th quarter	\$5,665.02
II.	Period (2 nd 24 months of Plan)	Sum paid pro rata directly to Class 1 Claimants
	1 st quarter	\$5,665.02
	2 nd quarter	\$5,665.02
	3 rd quarter	\$5,665.02
	4 th quarter	\$5,665.02
III.	Period (3 rd 24 months of Plan)	Sum paid pro rata directly to Class 2 Claimants
	1 st quarter	\$5,665.02
	2 nd quarter	\$5,665.02
	3 rd quarter	\$5,665.02
	4 th quarter	\$5,665.02

A R T I C L E I V
Treatment of Claims and Interests

5.01. Class 1 Unsecured Priority Claims.

(1) Impairment and Voting. Class one consists of the holders of unsecured priority creditor claims and is unimpaired under this Plan. Further, holders of Class 1 claims are not entitled to vote.

(2) Treatment. Treatment of class one claims will be as set forth in Article 3.01.

5.02. Class 2 General Unsecured Non-Priority Claims.

(1) Impairment and Voting. Class Two consists of the holders of general unsecured non-priority claims and is impaired under this Plan. Each holder of a Class 2 claim is entitled to vote to accept or reject this Plan.

(2) Treatment. Each holder of an Allowed Class 2 Claim shall receive their Pro Rata share of the Class 2 Assets. Distributions to holders of Allowed Class 2 Claims shall be made by the Plan Administrator in his/her sole discretion in accordance with the terms of this Plan and from time to time, but not less than once annually if adequate fund are available, with the first payment to be made within 3 (3) months of the Effective date. The holders of the class 2 general unsecured claims shall be paid forty-five percent (45%) of the amount of their allowed claims, without interest, within seventy two (72) months from the effective date of the Plan.

ARTICLE VI
Means of Implementing the Plan

6.01. The debtor shall retain its property and continue its full service lawn care business under its corporate name in its current form as a Virginia stock corporation.

6.02. The debtor shall make all payments to its creditors directly.

6.03. The debtor shall make the payments to its creditors under the Plan by funds generated by the continued operation of its full service lawn care business described above.

6.04. Distributions to Allowed General Unsecured Claims. Class 1 Assets: The Plan Administrator shall fund distributions to the holders of Allowed Class 1 Claims from (i) the funds received by the Plan Administrator from quarterly distributions from the debtor beginning no later than ninety (90) days following the Effective Date, and continuing for a period of six (6) years, of at least forty-five percent (45%) of their Allowed Claims under Class 2.

6.05. Interest on Allowed Claims. Unless otherwise specifically provided for or contemplated elsewhere in this Plan or Confirmation Order, or required by applicable bankruptcy law to render a Claim Unimpaired or otherwise, post-Petition Date interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim.

6.06. Manner of Payments; Delivery of Distributions. The Reorganized Debtor and/or Plan Administrator shall make all distributions under this Plan in Cash made by check drawn on a domestic bank or by wire transfer from a domestic bank.

Subject to the provisions of Bankruptcy Rule 2002(g) and except as otherwise provided under this Plan, the Reorganized Debtor and/or Plan Administrator will make distributions to holders of Allowed Claims at each holder's address set forth on the Schedules filed with the Bankruptcy Court unless superseded by a different address set forth in a timely filed proof of Claim filed by the holder or if the Reorganized Debtor or Plan Administrator has been notified in writing of a change of address at the following address.

6.07. Undeliverable Distributions. If any distribution to any holder of an Allowed Claim is returned as undeliverable, no further distributions will be made to such holder unless and until the Reorganized Debtor or Plan Administrator (as appropriate) is notified, in writing, of such holder's then-current address. The Reorganized Debtor and Plan Administrator will hold undeliverable distributions until the earlier of: (a) the date the distribution becomes deliverable, and (b) the date on which the Reorganized Debtor or Plan Administrator makes a final distribution to holders of Allowed Claims. Holders ultimately receiving previously undeliverable distributions will not receive interest or other accruals of any kind based upon the delay in receipt. The Reorganized Debtor and Plan Administrator are not required to locate the holder of an Allowed Claim.

6.08. Uncashed checks. The Reorganized Debtor and/or Plan Administrator are not required to locate the holder of an Allowed Claim that does not cash any check representing a distribution payment. If a distribution check has not been cashed within 180 days after the date of mailing of such check to the Creditor, the

Reorganized Debtor and/or Plan Administrator may stop payment on the check and treat the distribution as undeliverable.

6.09. Compliance with Tax Requirements. The Reorganized Debtor will comply with Tax withholding and reporting requirements imposed by any governmental unit, if any, in making distributions under this Plan. The Reorganized Debtor may withhold distributions due to any holder of an Allowed Claim until the holder provides the Reorganized Debtor with the necessary information to comply with withholding requirements of any governmental unit. The Reorganized Debtor will pay any withheld distributions to the appropriate authority. If the holder of an Allowed Claim fails to provide the Reorganized Debtor with the information necessary to comply with withholding requirements of any governmental unit within sixty days after the date of first notification by the Reorganized Debtor to the holder of the need for such information or for the Cash necessary to comply with any applicable withholding requirements, then the holder's distributions will be treated as undeliverable.

ARTICLE VII
Other Plan Matters

7.01. Conditions Precedent to the Effective Date. The following are conditions precedent to the Effective Date of this Plan: (a) the Bankruptcy Court has entered the Confirmation Order in a form reasonably acceptable to the Debtor and Committee; (b) the Confirmation Order becomes a Final Order; and (c) all of the other actions needed to be taken or documents needed to be executed or approved to implement this Plan, have been taken, executed, or approved, including without limitation, the transfer of funds to the Plan

Administrator. The Plan Proponents, in their sole discretion, may jointly waive any of the foregoing conditions and deem the Plan effective without their occurrence.

If each of the conditions to the occurrence of the Effective Date has not been satisfied or duly waived, the Confirmation Order may be vacated by the Bankruptcy Court upon request by the Debtors or the Committee. If the Confirmation Order is vacated, the Plan shall be null and void in all respects, and nothing contained in this Plan shall constitute a waiver or release of any Claims against the Debtor.

7.02. Modification of this Plan. The Plan Proponents, may alter, amend, or modify this Plan under section 1127 of the Bankruptcy Code or as otherwise permitted by applicable law at any time prior to the Confirmation Date. After the Confirmation Date and before the substantial consummation of this Plan, any party in interest in the Bankruptcy Case may, so long as the treatment of holders of Claims or Equity Interests under this Plan are not materially adversely affected, institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in this Plan, the Disclosure Statement, or the Confirmation Order, and any other matters as may be necessary to carry out the purposes and intentions of this Plan; provided, however, prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or order of the Bankruptcy Court.

7.03. Revocation or withdrawal of this Plan. The Plan Proponents may revoke or withdraw this Plan at any time before the Confirmation Date. If the Debtor revokes or withdraws this Plan before the Confirmation Date, this Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any claims by any Person or to prejudice in any manner the rights of any Person in any further

proceeding.

ARTICLE VIII
Executory Contracts

8.01 There exist no leases for the debtor to assume or reject. However, the debtor houses its business operation in a facility owned by Woodlawn Ventures, Inc. which the debtor rents on a month to month basis. The debtor will continue to occupy those premises.

ARTICLE IX

Acceptance or Rejection of the Plan

9.01. Classes and Claims Entitled to Vote. Creditors in Class 1 are permitted to vote on this Plan.

ARTICLE X

Effect of Confirmation of the Plan

10.01. Effect of Confirmation. Confirmation of this Plan, except to the extent expressly stated to the contrary in this Plan, shall generally have effect described in section 1141 of the Bankruptcy Code.

10.02. Revesting of Estate Assets. On the Effective Date, all Assets, shall be revested in the Reorganized Debtor as provided in section 1141 of the Bankruptcy Code.

10.03. Discharge. Claims against the Debtor will be discharged pursuant to 11 U.S.C. §1141(d). All Entities, Persons, Creditors, parties in interest, and Equity Interest Holders will be bound by this Plan, as confirmed, and will not have Claims against the Debtor other than as specifically stated in this Plan. The sole remedy and right of collection of the

Creditors, on account of any Claim, shall be pursuant to the provisions of this Plan.

10.04. Authority to Effectuate this Plan. Except as expressly set forth in this Plan, on the Effective Date, all matters provided for under this Plan will be authorized and approved without further approval or order of the bankruptcy Court.

10.05. Injunction against Interference with Plan. Upon the entry of the Confirmation Order, all holders of Claims and Equity Interests, Insiders, and other parties in interest, along with their respective present and former employees, agents, officers, directors, and principals shall be permanently enjoined from taking any actions to interfere with the implementation of consummation of this Plan or to violate the terms of this Plan. This section does not preclude the pursuit of any appeals of the order confirming this Plan.

10.06. Injunction. Except as otherwise expressly provided in this Plan, all Entities and Persons who have held, hold or may hold Claims or causes of action against the Debtor shall be permanently enjoined, from and after the Effective Date, from taking any of the following actions against the Debtor, its Estate, the Committee, the Professionals, or any of their property on account of any Claims or causes of action arising from events prior to the Effective Date; (i) enforcing, attaching, collection or recovering by any manner or in any place or means any judgment, award, decree or order; (ii) creating, perfecting, or enforcing any lien or encumbrance of any kind; (iii) asserting any right of setoff right of subrogation or recoupment against any obligation, debt or liability due to the Debtor (except as provided for under the Bankruptcy Code), and (iv) any act, in any

manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan with respect to such Claim. Except as expressly provided herein, the Debtor expressly reserves all rights and defenses that the Debtor may have (including, without limitation, to the rights of subrogation and recoupment) with respect to any obligation, debt or liability allegedly due to any Entity. By accepting distributions pursuant to this Plan, each holder of an Allowed Claim receiving distributions pursuant to this Plan will be deemed to have specifically consented to the injunctions set forth herein. Nothing in this section shall prohibit the holder of a timely filed proof of Claim from litigating its right to seek to have such Claim declared an Allowed Claim and paid in accordance with the distribution provisions of this Plan, or enjoin or prohibit the interpretation or enforcement by the holder of any obligations of the Debtor under this Plan.

10.07. Post-confirmation Liability of Debtor. The Debtor and the indemnified Parties shall not be liable for any and all liabilities, losses, damages, claims, causes of action, costs and expenses, including but not limited to attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, to the holders of Claims for any action or inaction taken in good faith in connection with the performance or discharge of his or her duties under this Plan, except the Indemnified Parties will be liable for actions or inactions that are grossly negligent, fraudulent, or which constitute willful misconduct (in each case, liability shall be subject to determination by Final Order of the Bankruptcy Court). However, any act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute gross negligence, fraud or willful misconduct.

A R T I C L E X I
Alternative Request for Confirmation Under Section 1129(b)

11.01 In the event that any class of claims which is impaired under the Plan does not accept the Plan as provided for in section 1129(a) of the Code, the debtor requests that the court confirm the Plan pursuant to section 1129(b) of the Code.

A R T I C L E X I I
Handling of Claims

12.01 The debtor shall review all claims filed or deemed filed in this case and will file all objections, if any, to the allowance of such claims by no later than sixty (60) days after the effective date. All administrative claims not previously submitted to the court, and all other claims arising post-petition, shall be filed within 30 days after the confirmation date.

A R T I C L E X I I I
Amendment of Debtor's Charter

13.01 The manager of the debtor shall cause the charter of the debtor to be amended upon confirmation of the Plan to add, in compliance with section 1123(a)(6) of the Code, provisions prohibiting the debtor from issuing non-voting membership interests, and providing, as to the class of members of the debtor possessing voting power, for the fair and equitable distribution of such power among such class, including, in the case of any class of members having a preference over other members with respect to distributions, adequate provisions for the election of managers representing such preferred class in the event of default in the payment of such distributions.

A R T I C L E X I V
Retention of Jurisdiction

14.01 The court shall retain jurisdiction over the parties to, and the subject matter of, the Plan and all matters related thereto until the Plan has been fully consummated and the case closed, dismissed, or converted to a proceeding under another chapter of the Code. The matters over which the court shall retain jurisdiction include, without limitation, the following:

- (a) hearing and determining objections to claims;
- (b) hearing and determining applications for compensation and reimbursement of expenses by any professional employed in the case;
- (c) hearing and determining causes of action by or against the debtor arising prior to confirmation of the Plan;
- (d) hearing and determining any dispute arising under the Plan;
- (e) extending or modifying any deadline in the Plan;
- (f) enforcing the discharges provided for by the Plan and the Code;
- (g) hearing and determining any request for a material modification of the Plan; and,
- (h) entering such orders or giving such direction as may be appropriate under section 1142 of the Code or other provisions of the Code or the Rules.

ARTICLE XV

Miscellaneous

15.01. Notices. On and after the Effective Date, all notices, requests and distributions to a holder of a Claim or Equity Interest shall be sent to the last known

address of (i) the holder or its attorney of record as reflected in the holder's proof of Claim or Administrative Claim filed by or on behalf of such holder, or (ii) if there is no such evidence of a last known address, to the last known address of the holder according to the books and records of the Debtor. Any holder of a Claim or Equity Interest may designate another address by providing Reorganized Debtor written notice of such address, which notice will be effective upon receipt by Reorganized Debtor of the written designation.

Limitation on Notice: The Debtor, and/or Plan Administrator if applicable, shall give the following notice with regard to the following matters, which notice shall be deemed to be good and sufficient notice of such matters with no requirement for any additional or further notice:

(a) Notice of Entry of Confirmation Order. Notice of the entry of the Confirmation Order shall be sufficient if mailed to all known holders of Claims and Equity Interests (which have not become Disallowed as of the date of mailing). Such notice shall be mailed by the Debtor within five (5) Business Days of the date that the Confirmation Order becomes a Final Order.

(b) Post-Confirmation Date Service. From and after the date the Confirmation Order becomes a Final Order, notices of appearances and demands for service of process filed with the Bankruptcy Court prior to such date shall no longer be effective. No further notices (other than notice of entry of the Confirmation Order) shall be required to be sent to any entities or persons, except for any creditor who files a renewed request for service of pleadings and whose Claim has not been fully satisfied.

(c) General Notice To Creditors. All notices and requests to creditors of any Class shall be sent to them at the addresses set forth on the proofs of Claim or, if no proof of Claim was filed, to their last known address as reflected in the records of the Debtors. Any Creditor may designate in writing any other address for purposes of this Section, which designation shall be effective upon receipt by the Debtor before the Effective Date or the Reorganized Debtor or the Plan Administrator (as the case may be) after the Effective Date.

15.02. Prepayment. The debtor retains the right in its sole discretion to prepay its obligations under this Plan in whole or in part at any time.

15.03. Default Under the Plan.

(a) Payments to administrative creditors, tax creditors and class 1 creditors shall not be considered to be late until after fifteen (15) days from the date when the same are due.

(b) Failure of the debtor to (i) make payments to priority tax creditors pursuant to the terms of the Plan; (ii) file any required tax return by the due date of such return; or (iii) pay any tax that becomes due within five (5) days of the due date of such tax shall constitute an event of default with respect to the same. In the event the debtor fails to cure any such event of default as to any such tax return or payment within ten (10) days after receipt by the debtor of written notice of such default from any such priority tax creditor, then any such priority tax creditor may (a) enforce the entire amount of its claim; (b) exercise any and all rights and remedies which such priority tax claimant may have under applicable

non-bankruptcy law; and/or (c) seek such relief as may be appropriate in the bankruptcy court.

15.04. Termination. This Plan shall terminate on the consummation date.

15.05. Reservation of Rights. Neither the filing of this Plan, nor any statement or provision contained herein, nor the taking by any creditor of any action with respect to this Plan shall (i) be or be deemed to be an admission against interest and (ii) until the effective date, be or be deemed to be a waiver of any rights which any creditor may have against debtor or any of their properties or any other creditor of debtor, and until the effective date, all such rights are specifically reserved. In the event that the effective date does not occur, neither this Plan nor any statement contained herein may be used or relied upon in any manner in any suit, action, proceeding or controversy within or outside of the reorganization case involving the debtor.

15.06. No Admission. Neither the filing of this Plan, nor any statement or provision contained herein, nor the taking by any Creditor of any action with respect to this Plan shall be or be deemed to be an admission against interest by the Debtor. In the event that this Plan is not confirmed, neither this Plan nor any statement contained herein may be used or relied upon in any manner in any suit, action, proceeding, or controversy within or outside of the reorganization case involving the Debtor.

15.07. Controlling Documents. If there is an inconsistency or ambiguity between any term or provision contained in the Disclosure Statement or any other agreement between Creditors and this Plan, the terms and provisions of this Plan shall control. To the extent there is an inconsistency or ambiguity between any term or provision contained in this Plan

and the Confirmation Order, the terms and provisions of the Confirmation Order shall control.

15.08. Governing Law. Except to the extent the Bankruptcy Code, the Bankruptcy Rules or other federal or state laws are applicable, the laws of the Commonwealth of Virginia shall govern the construction, implementation, and enforcement of this Plan and all rights and obligations arising under this Plan, without giving effect to the principles of conflicts of law.

15.09. Severability. Should the Bankruptcy Court determine, on or before the Confirmation Date, that any provision of this Plan is either illegal or unenforceable on its face or illegal or unenforceable as applied to any Claim or Equity Interest, the Bankruptcy Court, at the request of the Debtor after consultation with the Committee, may alter and modify such provision to make it valid and enforceable to the maximum extent practicable consistent with the original purpose of such provision. Notwithstanding any such determination, interpretation, or alteration, the remainder of the terms and provisions of this Plan shall remain in full force and effect.

15.10. Continuing Viability of Other Orders/Agreements. Except to the extent expressly modified or otherwise provided by this Plan, or as otherwise ordered by the Bankruptcy Court (i) all Final Orders previously entered by the Bankruptcy Court and (ii) any agreements between Creditors or between the Debtor and its Creditors will continue in full force and effect.

15.11. Binding Effect. This Plan shall be binding on and inure to the benefit of (and detriment to, as the case may be) the Debtor, the Committee, Plan Administrator and all holders of Allowed Claims or Equity Interests and their respective personal representatives,

successors and assigns.

15.12. Other Documents and Actions. The Reorganized Debtor may execute, deliver, file, or record such documents, contracts, instruments, releases, and other agreements, and take such other action as is reasonable, necessary, or appropriate to effectuate the transactions provided for in this Plan, without any further action by or approval of the Bankruptcy Court. At least seven days prior to the Confirmation Date, the Debtor shall file with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

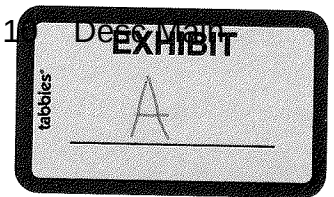
Dated: July 19, 2016

**WOODLAWN LANDSCAPING,
Inc.**

By: /s/ Michael P Wood
Michael P. Wood, President



/s/ Graham T. Jennings, Jr.
Graham T. Jennings, Jr. (VSB #18542)
Graham T. Jennings, Jr., P.C.
P.O. Box 426
Powhatan, Virginia 23139
(804) 598-7912
Fax (804) 591-0323
Counsel for Debtor



Woodlawn Landscaping, Inc.
 6 Year projected Income and loss

	For Year Ending:						Total 6 Yrs
	2016	2017	2018	2019	2020	2021	
Total Revenues	505,000	510,000	515,000	505,000	508,000	519,000	3,062,000
Total Cost of Sales	345,802	343,827	339,766	345,489	342,688	347,255	2,064,827
Gross Profit	159,198	166,173	175,234	159,511	165,312	171,745	997,173
Expenses							
Advertising	625	639	645	633	636	650	3,828
Health Insurance Premiums	5,427	5,548	5,602	5,493	5,526	5,646	33,243
Dental Insurance Premiums	206	211	213	209	210	214	1,262
Auto Labor	7,405	7,570	7,644	7,496	7,541	7,704	45,361
Auto Parts	2,143	2,191	2,212	2,169	2,182	2,229	13,126
Auto Gas & Oil	21,459	21,936	22,151	21,721	21,850	22,323	131,440
Bank Service Charge	115	118	119	116	117	120	704
Contributions	200	204	206	202	204	208	1,225
Payment for Damages	1,619	1,655	1,671	1,639	1,648	1,684	9,916
Dues & Subscriptions	50	51	52	51	51	52	306
Entertainment	878	898	906	889	894	913	5,379
Business Insurance	15,925	16,279	16,439	16,120	16,215	16,567	97,545
Life Insurance	3,924	4,011	4,051	3,972	3,996	4,082	24,036
Licenses	973	995	1,005	985	991	1,013	5,962
Office Supplies	2,502	2,558	2,583	2,533	2,548	2,603	15,326
Postage	265	271	274	268	270	276	1,624
Legal & Acct Fees	4,878	4,986	5,035	4,937	4,966	5,074	29,876
Rent	24,354	24,896	25,140	24,652	24,798	25,335	149,176
Equipment Parts	6,778	6,928	6,996	6,860	6,901	7,051	41,514
Equipment Labor	3,652	3,733	3,769	3,696	3,718	3,799	22,367
Facility Exp & Maintenan	1,503	1,537	1,552	1,522	1,531	1,564	9,207
Taxes - Property	3,580	3,659	3,695	3,623	3,645	3,724	21,926
Taxes - Real Estate	2,177	2,226	2,247	2,204	2,217	2,265	13,335
Telephone	210	214	216	212	213	218	1,283
Telephone-Cellular	2,363	2,201	2,223	2,180	2,193	2,240	13,400
Internet Services	2,556	2,613	2,638	2,587	2,603	2,659	15,656
Uniforms	1,595	1,631	1,647	1,615	1,624	1,659	9,771
Utilities	3,625	3,705	3,742	3,669	3,691	3,771	22,203
General Operation Expenses	5,459	5,581	5,636	5,526	5,559	5,679	33,440
Minimal Equipment Purchases	10,000	10,000	15,000	15,000	15,000	15,000	80,000
Total Expenses	136,445	139,044	145,309	142,779	143,538	146,321	853,435
Net Income	22,753	27,129	29,925	16,732	21,774	25,424	143,738