

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

IN RE:)	
)	
DARDEN-GREEN CO., INC.,)	Case No.: 16-01957-TOM-11
)	
Debtor.)	

DEBTOR'S AMENDED PLAN OF REORGANIZATION

COMES NOW Darden-Green Co., Inc. (the "Debtor"), who files this Amended Plan of Reorganization (the "Plan") consistent with the provisions of 11 U.S.C. § 1123 as follows:

GENERAL PROVISIONS OF PLAN

The Amended Plan provides for the following: Certain Secured creditors will be paid in full. No taxes are owed. Certain secured claims will be modified or in some circumstance bifurcated and treated as partially secured and partially unsecured. A special class for small unsecured claim is created which will provide for payment in cash of 25% of their allowed claims. Claims in this class will be payable within 30 days following confirmation of the Plan. Larger unsecured creditors will have their debt structured and paid over time supported by promissory notes to be issued to each claimant providing for a total distribution of not less than 25% of the allowed claims. Security equity holders will not be paid.

OWNERSHIP

At the time of the filing of the bankruptcy case, James L. Green was the 100% holder of the stock of the Debtor and also served as President and Director. He was guarantor of the debt to The Hometown Bank secured by Debtor's real estate. He was also guarantor of the debts owed to Ford Motor Credit who holds the certificates of title on 4 trucks used by the Debtor in the ordinary course of conducting its business. In consideration of James L. Green's agreement to remain a guarantor of all such debts so that such claimants can be treated as unimpaired, James L. Green will retain his stock and position as CEO with the company.

MANAGEMENT

The new President of the reorganized Debtor will be Lucas Green, who has worked with the company for 15 years and has the necessary industry experience to manage the company. Bobbie Green, who has worked with the company for 30 years, will oversee

office and financial operations and will serve as Secretary/Treasurer and General Manager. Dennis Green will serve as Service Manager.

CLASSIFICATION OF CLAIMS
AND
TREATMENT OF CLAIMS

Class 1 Allowed Administrative Claims

All administrative claims will be paid in full on or within 30 days following the confirmation of the Plan or, the order entered fixing and allowing the last known administrative claim, whichever comes later. As of the date of the submission of this Plan of Reorganization, administrative claims are believed to including the following:

1. Any claim held by the Clerk of the Court for court costs, which amount is unknown. However, all costs that have been required of the Debtor, to date, have been paid as incurred.
2. Any claim for fees owed to the Bankruptcy Administrative Office for administering the case. Periodic payments have been made by the Debtor of the fees due the Bankruptcy Administrator during the pendency of this Chapter 11 case. However, these fees continue to accrue and there may be a balance owed at the time of confirmation of the Plan.
3. Any allowed claim for the legal services rendered by Thomas E. Reynolds as general attorney for the Debtor-in-Possession in this case. Said attorney is holding a retainer of \$10,000 paid during the course of the case which will be available to apply to such fees as may be awarded by the Court upon final application made.
4. Any allowed claim for fees awarded and outstanding to Mike Weiner, the Debtor's financial consultant. The Debtor has funded the fees due Mike Weiner during the course of the case and as a result, there are no anticipated fees that will be payable upon confirmation other than the most recent month's fees.
5. Any allowed claim for fees awarded to Pamela Dunn, the Debtor's accountant, for the preparation of tax returns and related reports during the Chapter 11 bankruptcy case.

Class 2 Secured Claims

Ford Motor Credit has filed Claim #4 in this case in the amount of \$10,043.75 as a secured claim. The debt is based upon a Retail Installment Contract dated June 17, 2013 in the original principal amount of \$22,699.99 and accrues interest at the rate of 4.24% with monthly payments of \$420.51. The debt is secured by a purchase money security

interest on a 2013 Ford F150 pick up, VIN #59344. The lien is perfected by notation on the Certificate of Title for the vehicle with a lien date 6/17/13. This debt has been paid monthly by the Debtor since the filing of the bankruptcy and is current, with the result that the debt balance has declined during the bankruptcy case. The debt will continue to decline as payments are made each month pending the approval of the Disclosure Statement and Plan confirmation. The note is projected to be paid off July 2018.

Ford Motor Credit has filed Claim #5 in this case in the amount of \$10,043.75 as a secured claim. The debt is based upon a Retail Installment Contract dated June 17, 2013 in the original principal amount of \$22,699.99 and accrues interest at the rate of 4.24% with monthly payments of \$420.51. The debt is secured by a purchase money security interest on a 2013 Ford F150 pick up, VIN #59343. The lien is perfected by notation on the Certificate of Title for the vehicle with a lien date 6/17/13. This debt has been paid monthly by the Debtor since the filing of the bankruptcy case and is current, with the result that the debt has declined during the bankruptcy case. The debt will continue to decline as payments are made each month pending the approval of the Disclosure Statement and Plan confirmation. The note is projected to be paid off in July 2018.

Ford Motor Credit has filed Claim #6 in this case in the amount of \$10,065.44 as a secured claim. The debt is based upon a Retail Installment Contract dated June 13, 2013 in the original principal amount of \$22,699.99 and accrues interest at the rate of 4.24% with monthly payments of \$420.51. The debt is secured by a purchase money security interest on a 2013 Ford F150 pick up, VIN #48723. The lien is perfected by notation on the Certificate of Title for the vehicle with a lien date 6/18/13. This debt has been paid monthly by the Debtor since the filing of the bankruptcy case and is current, with the result that the debt has declined during the bankruptcy case. The debt will continue to decline as payments are made each month pending the approval of the Disclosure Statement and Plan confirmation. The note is projected to be paid off July, 2018.

Ford Motor Credit has filed Claim #7 in this case in the amount of \$10,064.55 as a secured claim. The debt is based upon a Retail Installment Contract dated June 17, 2013 in the original principal amount of \$22,699.99 and accrues interest at the rate of 4.24% with monthly payments of \$420.51. The debt is secured by a purchase money security interest on a 2013 Ford F150 pick up, VIN #90640. The lien is perfected by notation on the Certificate of Title for the vehicle with a lien date 6/18/13. This debt has been paid monthly by the Debtor since the filing of the bankruptcy case and is current, with the result that the debt has declined during the bankruptcy case. The debt will continue to decline as payments are made each month pending the approval of the Disclosure Statement and Plan confirmation. The note is projected to be paid off July, 2018.

Class 3 Claim

Hinkle Metal & Supply has filed Claim # 2 in this case in the amount of \$122,684.85 as a secured claim. The claim is based upon a judgment dated January 22, 2015 issued by the Circuit Court of Jefferson County, Alabama in Case # CV 2014 901459. The original amount of the judgment was in the amount of \$165,174.64. The claim was reduced prior to bankruptcy based upon payments made by the Debtor to the Claimant. The amount of the claim reflects interest from the date of the judgment through the date of the filing of the bankruptcy case at the rate of 8%. A Certificate of Judgment was recorded in the Probate Office of Jefferson County, Alabama on April 22, 2015 at BK: LR201512, Pg. 15281. The recordation of the judgment resulted in the creation of a lien on all tangible property owned by the Debtor located in Jefferson County, Alabama which would include all its real and personal property to the extent of any equity in such property.

Treatment of Class 3 Claim

During the pendency of this chapter 11 bankruptcy case, the Debtor initiated Adversary Proceeding No. 17-00112 seeking to determine the relative rights and interests of each of the Defendants in the adversary proceeding. Ultimately a Consent Order was entered which set forth the rights and interests of each Defendant and which provided for the treatment to be afforded each of such claims in the Plan of Reorganization. A copy of that Order is attached hereto and marked Exhibit A. The provisions therein for treatment of the Class 3 Claim are adopted herein as if fully set forth herein.

Class 4

Department of the Treasury – Internal Revenue Service has filed a Claim #3 asserting a priority claim in the amount of \$311.11 as a tax defined with the description of 11 U.S.C. §507 (a)(8). The claim further asserts an unsecured claim in the amount of \$4,878.22 as penalty and interest on a corporate income tax for the tax period 6/30/2012. The claimant has amended the amount of the claim to \$0.

State of Alabama Department of Revenue has filed a Claim #14 asserting a statutory tax lien based upon a 2007 income tax in the amount of \$965.70. The Claimant has withdrawn its' claim.

Treatment of Class 4 Claims

Based upon the amendment of the claim to \$0 by Internal Revenue Service and the withdrawal of the claim by the State of Alabama Department of Revenue, there are no remaining debts owed to claimants in this class. Accordingly, the Plan makes no provision for paying claimants in this class.

Class 5 Small Unsecured Claims

This class includes unsecured claims either scheduled or filed in an amount of \$22,000 or less. This class currently consists of the following claims:

*	Gloria Green	Scheduled	\$1,200.00
*	Liberty National Life	Scheduled	\$1,400.00
*	Pamela A. Dunn	Scheduled	\$5,770.00
	Southern Pipe & Supply	Claim #13	\$14,589.91
*	Sprint	Scheduled	\$2,320.71
*	Sub-Ala	Scheduled	\$515.00
*	United Healthcare	Scheduled	\$1,188.13
*	Viva Health	Scheduled	\$10,598.31
	WAC Solution Partners	Scheduled	\$1,829.20
	WEX Bank	Scheduled	\$5,395.92
*	Worker's Comp. Fund	Scheduled	\$4,441.00
	W. W. Grainger	Claim #1	\$2,255.97
	R. E. Michel Co.	Scheduled	\$16,343.37
	Shell Oil Company	Scheduled	<u>\$22,854.10</u>
	TOTAL		\$90,701.63

A number of these Claimants received payment on their claim paid in the ordinary course of business at or about the time of the filing of the bankruptcy petition. The Debtor will solicit from such claimants the execution of a withdrawal and satisfaction of their claim. The claims marked with an "*" are projected to be eliminated by withdrawal. In the event the claims marked with an * are not withdrawn, the Debtor will file a contest of those claims. The total of the claims that are expected to be deleted from this Class is \$26,233.45.

After deducting the anticipated withdrawn claims from the total of all claims within this class, the total claims to be addressed in this class are expected to be \$64,468.17.

Treatment of Class 5 Claims

All allowed claims within this Class will receive a one-time cash payment in the amount of 25% of their allowed claim in full and complete satisfaction of their claim. The total amount projected to be paid to satisfy all claims within this Class is \$16,117.04. The payments to claimants within this Class will be made 30 days following the entry of the order confirming the Plan.

Class 6 Claims

The Claimants within this classification will include the following large unsecured claims:

Claim #11	<u>Carrier-Weathertech</u>	\$798,248.86	64.6% of total claims
Claim #8	<u>General Insulation</u>	\$107,162.72	8.7% of total claims
		\$1,234,823.95	

Treatment of Class 6 Claims

The amounts due Claimants in this class are in an amount that is substantially greater than the Debtor is capable of paying in a lump sum and therefore the Debtor proposes to pay these Claimants in monthly payments over an extended period of time. The Claimants will each receive payments totaling no less than approximately 25% of the allowed amount of their respective claims. Each Claimant will receive a promissory note providing for periodic payments over 79 months.

Members of this Class will share pro rata in a distribution of funds in the total amount of \$2,199 each month for a total distribution to claimants in this Class of \$32,985 during the first 15 months of their notes. Carrier-Weathertech will receive 88.13% of each monthly funding or \$1,938.00 per month; General Insulation will receive 11.86% of each monthly funding or \$261.00.

Beginning with the 16th month and for 64 consecutive months thereafter, the amount of the monthly funding will increase to \$3,041.95 per month. Based upon the applicable proportion of each Claimant's share of the total debt for this class, the monthly payments will be as follows: Carrier-Weathertech will receive \$2,680.90 per month, General Insulation will receive \$361.05 per month.

The total distribution to each of the Claimants will be as follows:

<u>Carrier-Weathertech</u>	$(\$1,938 \times 15) + (\$2,680.90 \times 64) =$	\$200,447.60
	\$29,070 \$171,377.60	
<u>General Insulation</u>	$(\$261 \times 15) + (\$361.05 \times 64) =$	\$27,022.20
	\$3,915 \$23,107.20	

Class 7 Claim for Capital Contribution

This Class includes the claim of James L. Green, Claim #15, filed in the amount of \$410,215.41. James L. Green was the owner of 100% of the outstanding and issued stock of Darden-Green. This is stated as his capital contribution made to the Debtor. As a claim based upon capital contributions, this Claim will receive no cash payments under the Plan.

Class 8 Claim of Noland Company

This is a new class which was not originally identified in the Original Disclosure Statement filed by the Debtor. At that time the Debtor was of the belief that the Claimant, The Noland Company, possessed only an unsecured Claim since the management of the Debtor was unaware of the mortgage in favor of The Noland Company against the Debtor's real estate. Therefore its' claim was proposed to be treated as part of Class 6 Claimants. Based upon the recognition that The Noland Company was due to have their secured claim addressed as such by the Plan, it has been added as a separate Class to this Amended Plan of Reorganization.

Treatment of the Class 8 Claim

During the pendency of this chapter 11 bankruptcy case, the Debtor initiated Adversary Proceeding No. 17-00112 seeking to determine the relative rights and interests of each of the Defendants in the adversary proceeding. Ultimately a Consent Order was entered which set forth the rights and interests of each Defendant and which provided for the treatment to be afforded each of such claims in the Plan of Reorganization. A copy of that Order is attached hereto and marked Exhibit A. The provisions therein for treatment of the Class 8 Claim are adopted herein as if fully set forth herein.

Class 9 Claim of The Hometown Bank

This is a new class which was not originally identified in the Original Disclosure Statement filed by the Debtor. Due to further negotiations between this claimant and the Debtor after the filing of the Disclosure Statement. Because of the modifications to the proposed treatment of this Claim it became appropriate for this claimant to occupy their own separate class rather than be included in Class 2.

The Hometown Bank of Alabama has filed Claim #10 in this case in the amount of \$112,356.56 as a secured claim. The claim is based upon a Note dated January 31, 2011 in the amount of \$193,664.27. The Note matures on February 26, 2021 at which point the debt will be fully amortized. The monthly payments under the Note are current with the result that the debt amount has declined during the bankruptcy case and will continue to decline as payments continue to be made following the filing of the Disclosure Statement and Plan thru the date of confirmation... The Note requires monthly payments of \$2,377.97, not including taxes and insurance. The Note bears interest at the rate of 8.250% per year. The Note is secured by a first mortgage on the Debtor's office and shop. The mortgage is recorded on August 29, 2008 at Bk. LR 200810, Page 992, in the Probate Office of Jefferson County, Alabama.

Treatment of the Class 9 Claim

During the pendency of this chapter 11 bankruptcy case, the Debtor initiated Adversary Proceeding No. 17-00112 seeking to determine the relative rights and interests of each of the Defendants in the adversary proceeding. Ultimately a Consent Order was entered which set forth the rights and interests of each Defendant and which provided for the treatment to be afforded each of such claims in the Plan of Reorganization. A copy of that Order is attached hereto and marked Exhibit A. The provisions therein for treatment of the Class 9 Claim are adopted herein as if fully set forth herein.

IDENTIFICATION OF IMPAIRED CLASSES

Class 1 Administrative claims are not impaired.

Class 2 Secured claims are not impaired.

Class 3 Secured Claim of Hinkle Metal & Supply is an impaired Class.

Class 4 Tax Claims are not impaired.

Class 5 Small Unsecured Claims is an impaired class.

Class 6 Large Unsecured Claims is an impaired class.

Class 7 Capital Contribution Claim is an impaired class.

Class 8 Secured Claim of Noland Company is an impaired class.

Class 9 Secured Claim of The Hometown Bank of Alabama is an impaired class.

TAX CONSEQUENCES OF PLAN

The Debtor and the Debtor's counsel are unable to offer tax advice to claimants in this bankruptcy case. This is true with regard to the potential tax ramifications of the Plan upon individual claimants.

As for the Debtor, it is believed that the Plan will result in debt forgiveness to the corporation which will result in a reduction of carry-forward tax losses. Otherwise, the Debtor does not expect to suffer any debt forgiveness income attributable to the discharge of debts granted upon confirmation of the Plan. Further, the Debtor does not believe the corporation will incur a tax liability resulting from confirmation of the plan and the reduction and restructuring of its debts.

ALTERNATIVES TO PLAN

The Plan is offered as an alternative to a liquidation that would result under Chapter 7 of the Bankruptcy code by a court-appointed trustee. Under Chapter 7 a Trustee would be appointed to administer the assets of the estate. Those assets would be subject to the liens and encumbrances identified in the liquidation analysis found in the Disclosure Statement. As is reflected by that Liquidation Analysis, it is anticipated that creditors would receive a much greater return in payment of their claims than if the Debtor were liquidated. This is true because of the claims of secured creditors would have to be paid before any equity could be realized for the benefit of unsecured creditors and due to the fact that the Debtor's business is not asset based, but is instead service based. As a service based business, its' value is substantially greater as a going concern as opposed to a liquidation of assets. This Plan is submitted for the purpose of providing the Debtor an opportunity to salvage the business, capitalize on the good will created over 40 years of operation, to preserve the jobs for employees working for the company and to provide creditors with an opportunity to realize the best return on their claims given the Debtor's limited profitability and lack of value in a liquidation environment.

EFFECT OF CONFIRMATION

Upon confirmation of the Plan, all property of the bankruptcy estate shall vest in the reorganized Debtor. This includes all real estate, all personal property, including claims and causes of action, rights, remedies, etc., whether disclosed or undisclosed, whether known or unknown.

Confirmation of the Plan shall result in a discharge of the debt owed by the Debtor to all creditors on all claims except to the extent provision is made in the Plan providing for the treatment of all such claims. Where provision is made in the Plan for the payment of money to a claimant, such provision for payment shall replace any and all other rights or remedies available to such claimant prior to the bankruptcy filing.

COURT'S JURISDICTION

The Bankruptcy Court shall retain jurisdiction over the Debtor and the reorganized Debtor following confirmation thru the date of substantial consummation of the Plan which will include the payment of all administrative claims and the fixing of administrative claims, the payment to be made to Class 5 Small Claims, the issuance of the note to be given to Class 3 claimant and the issuance of the notes to be issued to Class 6 large claims.

DATED this the 11th day of June, 2018.

Darden-Green Co., Inc.

By: /s/ Bobbie Green

Its': Secretary Treasurer

/s/ Thomas E. Reynolds

Thomas E. Reynolds ASB-2728-Y76T

Reynolds Legal Solutions, LLC

300 Richard Arrington Jr. Blvd. N.

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205-957-6500

ter@reynoldslegalsolutions.com

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of this Amended Plan on each claimant above at the address noted for each claimant. I have also served the following:

Bobby Gaines

(via e-mail: Bobby_Gaines@ALNBA.uscourts.gov)

DONE this the 11th day of June, 2018.

/s/ Thomas E. Reynolds
Of Counsel

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

In re:

DARDEN-GREEN CO., INC.,

Debtor.

Case No. 16-01957-TOM--11

DARDEN-GREEN CO., INC.,

Plaintiff,

v.

Adv. Proc. No. 17-00112

**NOLAND COMPANY, a corporation,
THE HOMETOWN BANK OF ALABAMA
and HINKLE METALS & SUPPLY CO.,
INC., a corporation**

Defendants.

CONSENT ORDER

This Adversary Proceeding came before the Court for a pretrial conference on January 8, 2018. At that time the parties to the proceeding informed the Court that an agreement had been reached in principle resolving the issues presented in the Adversary Proceeding and that they would endeavor to prepare a proposed Consent Order for the Court's consideration. The foregoing represents a Consent Order to which all parties hereto have agreed.

This action was brought by the Debtor seeking to have the Court determine the relative rights and interests of the Defendants as to whether they possess a lien against property of the Estate, the order of priority between the Claimants and the extent to which their claims should be treated as secured or unsecured. Based upon the foregoing agreement between the parties which resolves all of the issues presented in this Complaint, the parties ask the Court to adopt this Order as the Order of the Court.

The parties agree that the debt owed to The Hometown Bank of Alabama ("Hometown Bank") would be deemed secured pursuant to a first priority mortgage (pursuant to its Mortgage and Security Agreement filed in the Probate Court of Jefferson County, Alabama on August 29, 2008 at Book: LR2009, Page 992) against the following real property:

This is a part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 5, Township 16 South, Range 1 West, more particularly described as follows:

Commence at the Southwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 5, Township 16 South, Range 1 West; thence North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 509.00 feet to an iron being the point of beginning of the following described tract or plot; thence from the said point of beginning continue North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 115.00 feet to an iron; thence angle 90 degrees 31 minutes right for 354.41 feet to an iron; thence angle 107 degrees 16 minutes right for 68.38 feet to an iron; thence angle 30 degrees 38 minutes right for 99.25 feet to an iron; thence angle 68 degrees 08 minutes right for 255.70 feet to an iron being the aforesaid point of beginning.

(the "Real Property").

Provision for the payment of the claim of Hometown Bank will be made by modifying the Plan of Reorganization (the "Plan"). The principal balance of the Note, as of the date of confirmation of the Plan, will be paid in equal monthly installments without interest beginning the 1st day of the month following entry of the Order confirming the Plan. A revised note will be executed providing for the principal balance to be amortized providing for the maturity of the Note on February 5, 2021. The successful payment made by the Debtor pursuant to the revised Note shall constitute payment in full of the claim of Hometown Bank and their mortgage will be due to be satisfied.

The debt owed to Hinkle Metals & Supply Co., Inc. ("Hinkle") shall be deemed secured by a second lien against the Real Property (pursuant to its Certificate of Judgement filed in the Probate Court of Jefferson County, Alabama, at Book 201512, Page 15281 on April 12, 2015). The Debtor will amend the Plan to provide for the payment of Hinkle's claim in the amount of \$122,684.85 in equal monthly installments over a period of 10 years. The first payment due to be made pursuant to the Plan will be made on the 1st day of the month following confirmation of the Plan. The debt will be paid in consecutive monthly payments in the amount of \$1,022.37 for

120 months. Upon the successful payment of the debt, Hinkle will be deemed paid in full and the lien will be due to be satisfied of record by Hinkle.

Noland Company ("Noland") will possess a third priority lien against the Real Property (pursuant to its Real Estate Mortgage filed in the Probate Court of Jefferson County Alabama, at Book 201512, Page 15281, on April 12, 2015). The Debtor will amend the Plan to provide for the bifurcation of Noland's claim into a secured claim in the amount of \$235,000 and an unsecured claim in the amount of \$94,412. The secured claim would be paid at the rate of \$0.60 on the dollar without interest and the unsecured portion of the claim paid at the rate of \$0.25 on the dollar without interest. Therefore, the Debtor would provide for the payment of \$141,000 to satisfy the secured claim and \$23,603 to satisfy the unsecured claim. The Debtor will execute a note providing for a total payment of \$141,000 payable in 120 equal consecutive monthly installments of \$1,175 to provide for the secured portion of the claim. The Debtor will execute a second note providing for a total payment of \$23,603 payable in 120 equal consecutive monthly payments in the amount of \$196.69. Upon the Debtor's successful remittance of the payments due under the two notes, the debt owed to Noland will be paid in full and its lien due to be satisfied of record. As further consideration for the provisions made to pay Noland, the creditor will withdraw its' adverse claim against the Plan and will cast an affirmative vote in favor of an amended Plan consistent with the terms provided herein.

The priorities set out above shall be the priorities for all purposes and all time between the parties regardless whether the Debtor has a confirmed Plan or its case is dismissed or converted to another chapter for any reason.

In the event any party to this agreement commences a foreclosure or execution action on the Property, the acting party shall give notice of said foreclosure or execution to all parties.

Based upon the foregoing agreement of the parties as to the treatment of each of their secured claims filed in this bankruptcy case, the Court finds that the proposed terms are reasonable and are calculated to facilitate the Debtor's performance of an Amended Plan of Reorganization modified consistent with these provisions.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

This Court adopts the agreement of the parties as set forth hereinabove and Orders that the claims are allowed as proposed and may be satisfied by the payments that are proposed, all of which is to be incorporated into an Amended Plan of Reorganization to be filed by the Debtor. This Order shall be filed in the Probate Court of Jefferson County, Alabama.

THIS THE 6th day of June, 2018.

/s/ Tamara O. Mitchell
TAMARA O. MITCHELL
Bankruptcy Judge

CONSENTED TO:

/s/ Thomas E. Reynolds
THOMAS E. REYNOLDS
Attorney for Debtor

/s/ Max Pope, Jr.
MAX POPE, JR.
Attorney for The Hometown Bank of Alabama

/s/ Gilbert L. Fortenot
GILBERT L. FORTENOT
Attorney for Hinkle Metals & Y Supply Co., Inc.

/s/ Robert J. Solomon
ROBERT J. SOLOMON
Attorney for Noland Company