

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FT. MYERS DIVISION**

In re:

EVANS OIL COMPANY LLC
KCWL, LLC
LONG EQUIPMENT FINANCE, LLC
LONG PETROLEUM PRODUCTS, LLC
LONG RUN, LLC
OCTANE, LLC
RML, LLC

Debtors

Chapter 11

Case No. 9-11-bk-1515-BSS

Case No. 9-11-bk-1519-BSS

Case No. 9-11-bk-1520-BSS

Case No. 9-11-bk-1521-BSS

Case No. 9-11-bk-1522-BSS

Case No. 9-11-bk-1523-BSS

Case No. 9-11-bk-1524-BSS

**(Jointly Administered Under
Case No. 9-11-bk-1515-BSS)**

**DISCLOSURE STATEMENT FOR DEBTORS' AMENDED JOINT PLAN OF
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

OCTOBER 27, 2011

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THIS DISCLOSURE STATEMENT HAS BEEN PREPARED FOR THE PURPOSE OF PROVIDING CERTAIN APPLICABLE INFORMATION TO CREDITORS OF THE DEBTORS WHO, AS DESCRIBED HEREIN, ARE ENTITLED TO VOTE WHETHER TO ACCEPT OR REJECT THE DEBTORS' PROPOSED AMENDED JOINT PLAN OF REORGANIZATION (AS DEFINED HEREIN, THE "PLAN"). A COPY OF THE PLAN IS ATTACHED AS EXHIBIT A HERETO. THIS DISCLOSURE STATEMENT INCLUDES, AMONG OTHER THINGS, A SUMMARY OF THE PLAN, AS WELL AS SUMMARIES OF CERTAIN OTHER MATERIALS REFERENCED IN THIS DISCLOSURE STATEMENT INCLUDING (AMONG OTHER THINGS) CERTAIN OTHER DOCUMENTS ATTACHED AS EXHIBITS TO THIS DISCLOSURE STATEMENT OR ATTACHED AS EXHIBITS TO THE PLAN OR ANY PLAN SUPPLEMENT. THE SUMMARIES AND OTHER INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN, THOSE OTHER EXHIBITS TO THIS DISCLOSURE STATEMENT, THE EXHIBITS TO THIS DISCLOSURE STATEMENT, AND THE EXHIBITS TO THE PLAN OR ANY PLAN SUPPLEMENT.

PERSONS ENTITLED TO VOTE WHETHER TO ACCEPT OR REJECT THE PLAN ARE ADVISED AND ENCOURAGED TO READ, IN THEIR ENTIRETY, THIS DISCLOSURE STATEMENT, THE PLAN ATTACHED AS AN EXHIBIT HERETO, THE OTHER EXHIBITS HERETO OR THERETO, AND THE EXHIBITS TO ANY PLAN SUPPLEMENT, BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. **ALL PERSONS ENTITLED TO VOTE SHOULD READ CAREFULLY THE SECTION OF THE DISCLOSURE STATEMENT DESCRIBING CERTAIN APPLICABLE RISK FACTORS BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF (UNLESS OTHERWISE SPECIFIED), AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER SUCH APPLICABLE DATE. THE DEBTORS DO NOT WARRANT THAT THE STATEMENTS OR INFORMATION CONTAINED HEREIN ARE WITHOUT ANY INACCURACY OR OMISSION.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE, AND NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAW OR OTHER APPLICABLE LAW. PERSONS TRADING IN OR OTHERWISE PURCHASING, SELLING, OR TRANSFERRING CLAIMS AGAINST, OR INTERESTS IN, THE DEBTORS SHOULD EVALUATE THIS DISCLOSURE STATEMENT AND THE PLAN IN LIGHT OF THE PURPOSES FOR WHICH THEY WERE PREPARED.

THE INFORMATION IN THIS DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF THE DETERMINATION BY HOLDERS OF CLAIMS AGAINST THE DEBTORS WHO ARE ENTITLED TO VOTE ON ACCEPTANCE OR REJECTION OF THE PLAN AS TO WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE USED BY ANY OTHER

PERSON OR FOR ANY OTHER PURPOSE. AS DESCRIBED IN GREATER DETAIL BELOW, NOT ALL HOLDERS OF CLAIMS AGAINST THE DEBTORS ARE ENTITLED TO VOTE ON WHETHER TO ACCEPT OR REJECT THE PLAN. ALSO, AS DESCRIBED IN GREATER DETAIL BELOW, HOLDERS OF INTEREST IN THE DEBTORS ARE NOT ENTITLED TO VOTE ON ACCEPTANCE OR REJECTION OF THE PLAN, EXCEPT INsofar AS SUCH HOLDER ALSO HOLDS CLAIMS THAT GIVE RISE TO ANY SUCH VOTING RIGHT.

IN THE EVENT OF ANY INCONSISTENCY OR AMBIGUITY BETWEEN THE TERMS OF THE PLAN ITSELF AND THE SUMMARY OF THE PLAN CONTAINED IN THIS DISCLOSURE STATEMENT, THE TERMS OF THE PLAN SHALL GOVERN. ALL EXHIBITS TO THIS DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THIS DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.

AS TO CONTESTED MATTERS, EXISTING LITIGATION INVOLVING, OR POSSIBLE ADDITIONAL LITIGATION TO BE BROUGHT BY, OR AGAINST, THE DEBTORS, ADVERSARY PROCEEDINGS, AND OTHER ACTIONS OR THREATENED ACTION, THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, A STIPULATION, OR A WAIVER, BUT RATHER AS A STATEMENT MADE WITHOUT PREJUDICE SOLELY FOR SETTLEMENT PURPOSES, WITH FULL RESERVATION OF RIGHTS, AND IS NOT TO BE USED FOR ANY LITIGATION PURPOSE WHATSOEVER BY ANY PARTY IN INTEREST OR OTHER PERSON. ACCORDINGLY, THIS DISCLOSURE STATEMENT SHALL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING INVOLVING ANY DEBTOR OR ANY OTHER PARTY IN INTEREST, NOR SHALL IT BE CONSTRUED TO BE CONCLUSIVE ADVISE REGARDING THE TAX OR OTHER EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST THE DEBTORS OR HOLDERS OF EQUITY INTERESTS IN THE DEBTORS.

ARTICLE I.
INTRODUCTION

A. General Background.

On January 30, 2011 (the “Petition Date”), Evans Oil Company, LLC, a Florida limited liability company (“Evans”)¹, along with six (6) of its related limited liability companies, filed voluntary petitions (the “Petitions”) for relief under chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”). The Petitions were filed with the United States Bankruptcy Court for the Middle District of Florida (the “Bankruptcy Court”). [See Docket No. 1.]² Upon the filing of the Petitions, their respective reorganization cases under the Bankruptcy Code (the “Chapter 11 Cases”) commenced. As described in greater detail below, on January 31, 2011, the Bankruptcy Court ordered that the Chapter 11 Cases be administered jointly for administrative purposes only. Evans, along with its six related entities, are referred to collectively in this Disclosure Statement as the “Debtors”.

In addition to Evans, the Debtors include the following six (6) related entities:

- KCWL, LLC (“KCWL”);
- Long Equipment Finance, LLC (“Long Equipment”);
- Long Petroleum Products, LLC (“Long Petroleum”);
- Long Run, LLC (“Long Run”);
- RML, LLC (“RML”); and
- Octane, LLC (“Octane”).

On October 27, 2011, the Debtors filed with the Bankruptcy Court their proposed “Debtors’ Amended Joint Plan of Reorganization” [Docket No. 473] (the “Plan”), and now file this “Disclosure Statement for Debtors’ Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code” (the “Disclosure Statement”). All capitalized terms used in this Disclosure Statement but not defined herein have the respective meanings ascribed to such terms in the Plan. A complete copy of the Plan is attached as **Exhibit A** to this Disclosure Statement.

¹ References in this Disclosure Statement to Evans or to any other Debtor include such Person, as in existence prior to the commencement of the Chapter 11 Cases and as a debtor and a debtor-in-possession during the pendency of the Chapter 11 Cases. Where applicable, however, this Disclosure Statement instead makes reference to such entity as a reorganized entity (e.g., “Reorganized Evans”) when necessary or appropriate to reference such entity as constituted following its emergency from its respective Chapter 11 Case.

² References in this Disclosure Statement to the “Docket” are to the Docket maintained in the Debtors’ Chapter 11 Cases. Pleadings may be viewed on the internet for a fee at the Court’s website (<http://www.flmb.uscourts.gov/>) by following direction for accessing the Court’s electronic filing system on such website, or free of charge on Garden City Group’s website for these Chapter 11 Cases (<http://www.evansoilinfo.com>).

This Disclosure Statement is being submitted pursuant to section 1125 of the Bankruptcy Code for use by those entitled to vote on whether to accept or reject the Plan in connection with (a) the solicitation by the Debtors of acceptances of the Plan and (b) the hearing by the Bankruptcy Court to consider confirmation of the Plan. That hearing (the “Confirmation Hearing”) presently is scheduled for _____, 2012 at 10:00 a.m., prevailing Eastern Time.

The Plan sets forth the manner in which Claims against the Debtors and Interests in the Debtors are proposed to be treated in connection with the reorganization of the Debtors in connection with their Chapter 11 Cases. This Disclosure Statement describes certain aspects of the Plan, and also provides a general description of the Debtors’ business as well as information regarding various other matters relevant to the purpose for which this Disclosure Statement has been prepared. This Disclosure Statement is intended to provide sufficient information to enable those who are entitled to vote on the acceptance or rejection of the Plan, as explained below, to make an informed decision in connection with that vote. Among other things, this Disclosure Statement describes:

- In summary form, how the Plan treats creditors of the Debtors, and Holders of Interests in the Debtors (Article II);
- How Chapter 11 works (Article III);
- The Debtors’ business and prepetition capital structure (Article IV);
- The events leading up to the filing of the Bankruptcy Petitions (Article V);
- Significant events in the Chapter 11 Cases (Article VI);
- Summary of the Plan (Article VII);
- Certain financial projections (Article VIII);
- Certain risk factors to be considered before voting (Article IX);
- The procedures for confirming the Plan (Article X);
- Alternatives to confirmation and consummation of the Plan (Article XI); and
- Certain tax consequences of the Plan (Article XII).

This Disclosure Statement has been carefully prepared in order to, among other things, describe the material aspects of the Plan, but it is not intended to override the Plan or any aspect of it. Accordingly, in the event there are any inconsistencies or ambiguities between the Plan itself and the descriptions of the Plan contained in this Disclosure Statement, the terms of the Plan will govern. The Plan and this Disclosure Statement, along with the other exhibits attached to this Disclosure Statement, and the exhibits attached to the Plan or to any Plan Supplement, are the only materials that those who are entitled to vote on acceptance or rejection of the Plan should use in determining how to vote.

As discussed in more detail in Article VII below, the Plan contemplates that the voting and confirmation of the Plan, as well as Distributions to Holders of Allowed Claims in the Chapter 11 Cases, would be effected under the Plan as though the Estates of the Debtors were consolidated for such purposes, excluding Octane, which merely owned that certain sea-worthy vessel.

After careful consideration of the Debtors' business and assets, and their prospects for reorganization, as well as the alternatives to reorganization, the Debtors have determined that the recoveries to creditors will be maximized by utilizing the treatment established under the Plan. The Debtors further have determined that it is not possible to afford any recovery at all to any Holder of Interests in the Debtors, whether under the reorganization proposed in the Plan or in any liquidation alternative.

The following materials are attached as Exhibits to this Disclosure Statement or will be filed as a supplement thereto:

1. As **Exhibit A**, a copy of the Plan, including the exhibits thereto (excluding any Plan Supplement or exhibits thereto);
2. As **Exhibit B**, a copy of the order of the Bankruptcy Court (excluding exhibits thereto), dated _____, 2011 (the "Disclosure Statement Order"), that, among other things, approves this Disclosure Statement, establishes procedures for the solicitation and tabulation of votes to accept or reject the Plan, and schedules the hearing on the confirmation of the Plan;
3. As **Exhibit C**, a copy of the Financial Projections of the Debtors;
4. As **Exhibit D**, a copy of the Liquidation Analysis of the Debtors; and
5. As **Exhibit E**, a copy of the Exit Facility.

To the extent this Disclosure Statement is being submitted to a Holder of a Claim that is entitled to vote to accept or reject the Plan, this Disclosure Statement also is accompanied by a Ballot to be used by such Holder in connection with that vote. As further described below, Holders of certain categories of Claims against, and Interest in, the Debtors, automatically are deemed to have accepted the Plan or to have rejected it, depending on the particular category of Claims or Interests. Holders of Claims and Interests that are deemed to have accepted or rejected the Plan are not entitled to vote to accept or reject the Plan.

In addition to the exhibits attached to this Disclosure Statement and the exhibits attached to the Plan, the Debtors anticipate there may be certain additional materials that are necessary or appropriate to the implementation and/or confirmation of the Plan. Those additional materials are summarized in this Disclosure Statement, to the extent now known or reasonably determinable; and copies of those materials (in final or substantially final form), or summaries thereof, will be contained in a Plan Supplement. The Plan Supplement will be filed by the Debtors with the Clerk of the Bankruptcy Court no later than (A) seven (7) calendar Days prior to the Confirmation Hearing or (B) such later date as may be approved by the Bankruptcy Court on notice to parties in interest. The Plan Supplement, or any other pleading in the Chapter 11

Cases, be viewed on the internet for a fee at the Court's website (<http://www.flmb.uscourts.gov/>) by following directions for accessing the Court's electronic filing system on such website, or free of charge on Garden City Group's website for these Chapter 11 Cases (<http://www.evansoilinfo.com>).

On December __, 2011, the Bankruptcy Court approved this Disclosure Statement by entering the Disclosure Statement Order, and determined that this Disclosure Statement contains "adequate information" (as that term is defined in section 1125 of the Bankruptcy Code). Section 1125(a)(1) of the Bankruptcy Code defines "adequate information" as "information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and the history of the debtor and in the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims and interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan, but adequate information need not include such information about any other possible or proposed plan and in determining whether a disclosure statement provides adequate information to creditors and other parties in interest, and the cost of providing additional information...." 11 U.S.C. §1125(a)(1). **NO STATEMENTS OR INFORMATION CONCERNING THE PLAN AND THE TRANSACTIONS CONTEMPLATED THEREBY HAVE BEEN AUTHORIZED, OTHER THAN THE STATEMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND THE INFORMATION ACCOMPANYING THIS DISCLOSURE STATEMENT, THE PLAN OR ANY PLAN SUPPLEMENT. ALL OTHER STATEMENTS REGARDING THE PLAN AND THE TRANSACTIONS CONTEMPLATED THEREBY, WHETHER WRITTEN OR ORAL, ARE UNAUTHORIZED AND SHOULD NOT BE RELIED UPON.**

APPROVAL OF THIS DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S ENDORSEMENT OF THE PLAN. THE BANKRUPTCY COURT MAKES NO DETERMINATION AS TO THE FAIRNESS OR MERITS OF THE PLAN.

The Disclosure Statement Order sets forth in detail the deadlines, procedures and instructions for voting to accept or reject the Plan and for filing objections to confirmation of the Plan, the record date for voting purposes, and the applicable standards for tabulating Ballots. In the event of any discrepancy between the provisions of the Disclosure Statement Order and the summary thereof contained in this Disclosure Statement, the provision of the Disclosure Statement Order will govern. In addition, detailed voting instructions will accompany each Ballot. Each person entitled to vote on acceptance or rejection of the Plan should read in their entirety this Disclosure Statement (including exhibits thereto), the Plan (including the exhibits thereto), the Plan Supplement, if any (including the exhibits thereto), the Disclosure Statement Order, and the instructions accompanying the Ballot(s) received by such person before voting on whether to accept or reject the Plan. These documents contain, among other things, important information concerning the classification of Claims and Interests for voting purposes and the tabulation of votes. No solicitation of votes to accept or reject the Plan may be made except pursuant to section 1125 of the Bankruptcy Code.

B. Holders Entitled to Vote.

Not all Holders of Claims against a debtor and Holders of Interests in that debtor are entitled to vote to accept or reject that debtor's proposed chapter 11 plan of reorganization. Rather, the Bankruptcy Code limits the right to vote to Holders of Claims against that debtor, or holders of Interests in that debtor, that are regarded as being "allowed" (within the meaning of section 502 of the Bankruptcy Code), and only where those allowed Claims or Interests have been classified in classes of Claims or Interest that are regarded as being "impaired" (within the meaning of section 1124 of the Bankruptcy Code) by the treatment proposed under that reorganization plan, with certain exceptions described below. Where an allowed Claim or Interest is classified in a class that is regarded as unimpaired under the proposed reorganization plan, the Holder of that Claim or Interest is not entitled to vote to accept or reject the plan and instead automatically is conclusively presumed to have accepted the plan. Correspondingly, where an allowed Claim or Interest is classified in a class that is regarded as impaired under the proposed reorganization plan and the plan provides that the Holders of allowed Claims or Interests in that Class will not be entitled to receive or retain any property on account of such Claims or Interests is not entitled to vote to accept or reject plan and instead automatically is deemed to have rejected the plan. In addition, the Bankruptcy Code provides that certain specific categories of allowed Claims against a debtor need not be classified for purposes of a plan of reorganization; and, where those categories of unclassified allowed Claims are unimpaired under the reorganization plan, the holders of such Claims do not actually vote on acceptance or rejection and instead automatically are conclusively presumed to have accepted the plan.

In the Chapter 11 Cases, the Plan establishes three (3) categories of unclassified Claims against the Debtors, nine (9) classes of Claims against the Debtors, and one (1) class of Equity Interests in the Debtors. Of those thirteen categories of Claims and Equity Interests, only holders of Allowed Claims in five (5) categories are entitled to vote to accept or reject the Plan. The other eight (8) categories automatically are conclusively presumed to have accepted the Plan or are deemed to have rejected it. As more fully summarized in Article II below (and described in detail in Article VII below):

- Administrative Claims, DIP Facility Claims, Priority Tax Claims, Class 1 (Miscellaneous Secured Claims) and Class 2 (Prepetition Alleged Secured Claim of Fifth Third Bank) are unclassified or Unimpaired under the Plan. Accordingly, Holders of Allowed Claims in those categories are not entitled to vote to accept or reject the Plan and instead are conclusively presumed to have accepted the Plan.
- Class 3 (Alleged Deficiency Claim of Fifth Third Bank), Class 4 (General Unsecured Trade Claims), Class 5 (Deficiency Claims Relating to Automotive Assets), and Class 6 (Deficiency Claims Relating to Nautical Assets) are Impaired under the Plan. Accordingly, to the extent Claims in those Classes are not the subject of an objection or request for estimation which remains pending, holders of Allowed Claims in each of those Classes are entitled to vote to accept or reject the Plan.

- Class 7 (Interests in the Debtors), Class 8 (Deficiency Claims relating to Octane, LLC), Class 9 (Intercompany Claims), and Class 10 (obligations of RML to Long Time Insurance Company, LLC) are Impaired under the Plan, and the holders of Allowed Claims or Interests in these classes will not be entitled to receive or retain any property on account of such Claims and Interests. Accordingly, Holders of Allowed Claims or Interests in each of those Classes are not entitled to vote to accept or reject the Plan and instead are deemed to have rejected the Plan.

A BALLOT TO BE USED IN VOTING TO ACCEPT OR REJECT THE PLAN WILL BE PROVIDED ONLY TO HOLDERS OF CLAIMS IN THE CLASSES THAT ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, AS FOLLOWS:

- CLASS 3 (ALLEGED DEFICIENCY CLAIM OF FIFTH THIRD BANK);
- CLASS 4 (GENERAL UNSECURED TRADE CLAIMS);
- CLASS 5 (DEFICIENCY CLAIMS RELATING TO AUTOMOTIVE ASSETS); AND
- CLASS 6 (DEFICIENCY CLAIMS RELATING TO NAUTICAL ASSETS).

The Bankruptcy Code defines “acceptance” of a reorganization plan by a class of allowed claims as acceptance by creditors in that class that hold at least two-thirds in aggregate dollar amount of claims in such class and represent more than one-half in number of the allowed claims in such class that cast ballots for acceptance or rejection of that reorganization plan. To the extent a Holder of a Claim is entitled to vote on the Plan, and does not do so, the Holder’s vote shall be determined to be case in acceptance of the Plan. For a more detailed description of the requirements of confirmation of the Plan, see Article X below.

Four Classes automatically are deemed to have rejected the Plan. Accordingly, the Debtors intend to request confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code. Section 1129(b) permits the Bankruptcy Code to confirm a plan of reorganization notwithstanding the non-acceptance of that plan by one or more impaired classes of Claims or Equity Interests. Under section 1129(b), a plan may be confirmed as on as such plan does not “discriminate unfairly” and is “fair and equitable” with respect to each non-accepting class. The requirements for confirmation of a nonconsensual plan are described more fully in Article X below.

C. Voting Procedures.

On December __, 2011, the Bankruptcy Court issued the Disclosure Statement Order, among other things, conditionally approving the Disclosure Statement, setting voting procedures and scheduling the hearing on confirmation of the Plan. A copy of the Disclosure Statement Order is attached as **Exhibit B** to this Disclosure Statement. The notice of the Confirmation Hearing (the “Confirmation Hearing Notice”), which accompanies this Disclosure Statement, sets forth in detail, among other things, the voting deadlines and objection deadlines with respect to the Plan. The Confirmation Hearing Notice and the instructions attached to the Ballot should be read in conjunction with this section of the Disclosure Statement.

If you are a Holder of an Allowed Claim that is entitled to vote to accept or reject the Plan, a Ballot is enclosed with this Disclosure Statement for the purpose of casting your vote. If you hold an Allowed Claim in more than one Class that is entitled to vote to accept or reject the Plan, you will receive a separate Ballot for each Class in which you hold an Allowed Claim. In order for your Ballot to be counted, you must use the particular Ballot pertaining to the particular Class of Allowed Claims. The Debtors urge you to vote and return your Ballot(s) by no later than 4:00 p.m., prevailing Eastern Time, on _____, 201_ (the "Voting Deadline"), in accordance with the instructions accompanying your Ballot(s) and described in this section. To the extent a Holder of an Allowed Claim does not submit a ballot accepting or rejecting the Plan, Debtors will assume that the Holder of an Allowed Claim intended to vote in favor of the Plan and they will count the Holder's vote accordingly.

With the approval of the Bankruptcy Court, the Debtors have retained the Garden City Group, Inc. ("GCG") as their claims, balloting and noticing agent for purposes of these Chapter 11 Cases. If you receive a Ballot(s) from the Debtors (or GCG on behalf of the Debtors), please vote and return your Ballot(s) directly to GCG at one of the following addresses: (a) if by first class mail: Evans Oil Company LLC, c/o GCG, PO Box 9688, Dublin, OH 43017-4988; or (b) if by hand delivery or overnight courier: Evans Oil Company LLC, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017-9306.

PLEASE RETURN YOUR BALLOT(S) ONLY. DO NOT ALSO RETURN ANY PROMISSORY NOTE OR OTHER INSTRUMENTS OR AGREEMENTS THAT YOU MAY HAVE RELATING TO YOUR CLAIM.

TO BE COUNTED, YOUR DULY COMPLETED BALLOT(S) – INDICATING ACCEPTANCE OR REJECTION OF THE PLAN – ACTUALLY MUST BE RECEIVED BY GCG NO LATER THAN THE VOTING DEADLINE. BALLOTS NOT ACTUALLY RECEIVED BY GCG BY THE VOTING DEADLINE WILL NOT BE COUNTED (EXCEPT INSOFAR AS THE BANKRUPTCY COURT MAY ORDER OTHERWISE).

Any Claim in Class 2 (Prepetition Alleged Secured Claim of Fifth Third Bank), Class 3 (Alleged Deficiency Claim of Fifth Third Bank), Class 4 (General Unsecured Trade Claims), Class 5 (Deficiency Claims Relating to Automotive Assets), and Class 6 (Deficiency Claims Relating to Nautical Assets) to which an objection or request for estimation is pending shall not be entitled to vote (unless the holder of such Claim has obtained an order of the Bankruptcy Court temporarily allowing such Claim for the purpose of voting on the Plan). In addition, the Debtors propose that Ballots cast by alleged creditors whose Claims (a) are not listed in the Debtors' Schedules or (b) are listed in the Debtors' Schedules as being contingent, unliquidated, unknown, undetermined, or disputed, and for which no proof of claim was timely filed with the Court or GCG (or otherwise deemed timely filed by the Court) will not have their Ballots counted. The numerosity and aggregate claim amount requirements of section 1126(c) of the Bankruptcy Code are described in Article X below.

In its Disclosure Statement Order, the Bankruptcy Court set _____, 2011, the date on which the Disclosure Statement Order was entered, as the record date (the "Voting Record Date") for purposes of voting on the Plan. Accordingly, only Holders of record, as of the Voting Record Date, of Allowed Claims otherwise entitled to vote to accept or reject the Plan will

receive a Ballot and be entitled to vote on the Plan. If, as of the Voting Record Date, you were a Holder of an Allowed Claim entitled to vote on the Plan and did not receive a Ballot(s), received a damaged Ballot(s) or lost your Ballot(s), or if you have any questions concerning this Disclosure Statement, the Plan, or procedures for voting on the Plan, please call GCG at 1-866-975-1534 from 9:00 a.m. to 5:00 p.m., prevailing Eastern Time, excluding weekends and holidays, sufficiently in advance of the deadline referenced above for receipt back of duly completed Ballots.

D. Confirmation Hearing.

In accordance with section 1128 of the Bankruptcy Code, and as referenced in the Confirmation Hearing Notice, the Bankruptcy Court has scheduled a hearing to consider confirmation of the Plan. **That hearing will be held on -----, 2012 at 10:00 a.m.**, prevailing Eastern Time, before the Honorable Barry S. Schermer, United States Bankruptcy Court, Fort Myers Division, Room 4-117, Courtroom E, 2110 First Street, Fort Myers, Florida 33901 (the "Confirmation Hearing"). The Bankruptcy Court has directed that objection, if any, to confirmation of the Plan be served and filed so that they are received on or before _____, 201_, at 4:00 p.m., prevailing Eastern Time, in the manner described below in Article X. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court, without further notice (except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequently adjourned Confirmation Hearing).

E. Recommendation.

THE DEBTORS BELIEVE THAT THE PLAN WILL ENABLE THEM TO REORGANIZE SUCCESSFULLY AND TO ACCOMPLISH THE OBJECTIVES OF CHAPTER 11, AND THAT ACCEPTANCE OF THE PLAN IS IN THE BEST INTERESTS OF THE DEBTORS AND THEIR CREDITORS. THE DEBTORS RECOMMEND THAT CREDITORS VOTE TO ACCEPT THE PLAN.

ARTICLE II.
OVERVIEW OF THE PLAN

The following table briefly summarizes how the Plan classifies and treats Allowed Claims and Interests, and also provides the estimated Distributions to be received by the holders of Allowed Claims and Interests in accordance with the Plan:

SUMMARY OF CLASSIFICATION AND TREATMENT OF CLAIMS
AND EQUITY INTERESTS UNDER THE PLAN³

Class	Designation	Impaired	Treatment of Allowed Claims and Interests	Entitled to Vote	Estimated Recovery (or Estimated Amount of Claims)
--	Administrative Claims	No	With certain exceptions, each holder of an Allowed Administrative Claim shall receive either (i) Cash equal to the amount of such Allowed Claim, or (i) such other treatment as the Debtors and such holder shall have agreed upon in writing.	No (conclusively presumed to accept)	100%
--	DIP Facility Claims	No	Except to the extent that a Holder of an Allowed DIP Facility Claim agrees to less favorable treatment, on or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed DIP Facility Claim shall receive payment in full in Cash of all debts, Claims, liabilities and obligations calculated in accordance with the DIP Facility.	No (conclusively presumed to accept)	100%
--	Priority Tax Claims	No	Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall receive, at the sole option of the Debtors or the Reorganized Debtors: Cash on the Initial Distribution Date in an amount equal to the amount of such Allowed Priority Tax Claim, (2) Cash payable in installment payments over a period of time not to exceed five years after the Petition Date with an aggregate value, as of the Effective Date, equal to the amount of such Allowed Priority Tax Claim, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, (3) to the extent that the Debtors are not delinquent on any of their respective tax obligations to a Holder of an Allowed Priority Tax Claim, payment in the ordinary course of business, or (4) such other treatment as may be agreed upon	No (conclusively presumed to accept)	100%

³ This table is provided as a brief summary for convenience purposes only. Reference should be made to this entire Disclosure Statement, and to the Plan itself (to which this Disclosure Statement is qualified in its entirety by reference), for a complete description of the classification and treatment of all Allowed Claims and Equity Interests.

Class	Designation	Impaired	Treatment of Allowed Claims and Interests	Entitled to Vote	Estimated Recovery (or Estimated Amount of Claims)
			by such Holder and the Debtor or otherwise determined upon an order of the Bankruptcy Court.		
1	Miscellaneous Secured Claims (Vehicle Lenders)	No	Each Allowed Class 1 Claim shall be paid in full by reinstating the Claim, that is, leaving unaltered the legal, equitable, and contractual rights respecting such Claim in accordance with section 1124 of the Bankruptcy Code, including: (A) curing all prepetition and postpetition defaults other than defaults relating to insolvency or financial condition of the relevant Debtor or its status as a debtor under the Bankruptcy Code; and (B) reinstating the maturity date of the Claim.	No (conclusively presumed to accept)	100%
2	Prepetition Alleged Secured Claim of Fifth Third Bank		<p>1. <u>Allowance.</u> The Prepetition Alleged Secured Claim of Fifth Third Bank shall not be an Allowed Claim unless and until Allowed by a Final Order of the Court against each of the Debtors (other than Octane LLC) (not including letters of credit issued) upon the filing of a motion pursuant to Bankruptcy Code section 506 by either the Debtors or Fifth Third Bank.</p> <p>2. <u>Resolution of Allowed Amount.</u> The Class 2 Prepetition Alleged Secured Claim of Fifth Third Bank shall be paid as an Allowed secured claim only if, as, when and to the extent it is determined to be Allowed as a secured claim by a final order of the Court, as provided in the Exit Facility and in no event in an amount greater than the value of such collateral, if any, as is subject to a valid, enforceable, prior, duly perfected lien that is neither avoided, offset, subordinated or otherwise disallowed. Fifth Third Bank's Collateral and/or a sum of cash equal to the amount of the Class 2 Alleged Secured Claim shall be deposited into escrow (the "Escrow") on the later of a determination of a "valuation motion" filed pursuant to Bankruptcy Code section 506 or the Effective Date. Any distribution on account of the Class 2 Claim, if any, shall be paid from the Escrow. Upon such deposit into Escrow, it shall be deemed that Fifth Third Bank releases any and all security interests in property of the Reorganized Debtors and such security interests shall attach to the Escrow.</p> <p>(a) Letters of Credit. There are three</p>	No (conclusively presumed to accept)	100%

Class	Designation	Impaired	Treatment of Allowed Claims and Interests	Entitled to Vote	Estimated Recovery (or Estimated Amount of Claims)
			existing letters of credit whose beneficiaries are three of Debtors' fuel suppliers, TransMontaigne Product Services, Inc., Chevron Products Company and Valero Energy Corporation (<u>the "Letters of Credit"</u>). Fifth Third Bank's rights, and the rights of the beneficiaries, with respect to the Letters of Credit shall not be modified by the Plan.		
3	Alleged Deficiency Claim of Fifth Third Bank	Yes	Class 3 consists of the Alleged Deficiency Claim of Fifth Third Bank shall not be an Allowed Claim unless and until Allowed by a Final Order of the Court against each of the Debtors (other than Octane LLC) (not including letters of credit issued), and be treated as a unsecured claim only if, as, when and to the extent Allowed as a unsecured claim, and in no event in an amount greater than the portion of such claim, if any, as is neither avoided, offset, subordinated or otherwise disallowed. An Allowed Class 3 Claims, if any, shall share in the Unsecured Claim Fund on a <i>pro rata</i> basis with Classes 4, 5 and 6.	Yes	2%, which is the pro rata share of the Unsecured Creditor Distribution Pool (\$116,000)
4	General Unsecured Trade Claims	Yes	Each Holder of an Allowed General Unsecured Trade Claim, along with each Holder of an Allowed Class 3, 5 and 6 Claim, shall receive a pro rata Distribution of \$116,000 (the " <u>Unsecured Creditor Distribution Pool</u> ").	Yes	2%, which is the pro rata share of the Unsecured Creditor Distribution Pool (\$116,000)
5	Deficiency Claims Relating to Automotive Assets	Yes	Each Holder of an Allowed Class 5 Claim, along with each Holder of an Allowed Class 3, 4 and 6 Claim, shall receive a pro rata Distribution of \$116,000 (the " <u>Unsecured Creditor Distribution Pool</u> ")	Yes	2%, which is the pro rata share of the Unsecured Creditor Distribution Pool (\$116,000)
6	Deficiency Claims Relating to Nautical Assets	Yes	Each Holder of an Allowed Class 6 Claim, along with each Holder of an Allowed Class 4 Claim and each Holder of an Allowed Class 5 Claim, shall receive a pro rata Distribution of \$116,000 (the " <u>Unsecured Creditor Distribution Pool</u> "). Debtors have abandoned any and all property subject to the liens of any Holders of Class 5 Claims. To the	Yes	2%, which is the pro rata share of the Unsecured Creditor Distribution Pool

Class	Designation	Impaired	Treatment of Allowed Claims and Interests	Entitled to Vote	Estimated Recovery (or Estimated Amount of Claims)
			extent necessary, Debtors' will retain title to the assets post Effective Date, subject to the liens of the respective secured creditors, which lien shall continue to exist until the respective Holder of a Class 5 Claim can dispose of the property in a commercially reasonable manner.		(\$116,000)
7	Interests in the Debtors	Yes	Holders of Interests in the Debtors shall neither receive distributions nor retain any property under the Plan for or on account of such Interests.	No (deemed to reject)	0%
8	Claims Against Debtor Octane LLC	Yes	Wells Fargo is the only Holder of a Claims against Debtor Octane, LLC. Octane's only asset was the vessel against which Wells Fargo had a security interest. Accordingly, there are no additional assets to be used to satisfy any Claims against Octane LLC. Therefore, the Holders of Claims against Debtor Octane, LLC shall neither receive Distributions nor retain any property under the Plan for or on account of such Claim.	No (deemed to reject)	0%
9	Intercompany Claims	Yes	Holders of Allowed Intercompany Claims shall neither receive a Distribution nor retain any property under the Plan for or on account of such Intercompany Claims.	No (deemed to reject)	0%
10	Long Time Insurance's Claims against RML	Yes	Long Time Insurance shall neither receive a Distribution nor retain any property under the Plan for or on account of such Claim against RML.	No (deemed to reject)	0%

ARTICLE III.
OVERVIEW OF CHAPTER 11

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Under chapter 11, the company or other entity to which the particular bankruptcy case relates, called the “debtor,” is authorized to reorganize its business for its own benefit, as well as the benefit of its creditors and equity interest holders. In addition to permitting rehabilitation of a debtor, chapter 11 is intended to promote equality of treatment for similarly situated creditors and equity interest holders, including with respect to the distribution of that debtor’s assets.

The debtor commences its chapter 11 case by filing a voluntary bankruptcy petition with an appropriate United States Bankruptcy Court. The commencement of that case immediately creates an “estate” that is comprised of all of the legal and equitable interests of the debtor, including interests in its assets, as of the date of filing of its bankruptcy petition. In addition, in the case of bankruptcy petitions filed under chapter 11, the Bankruptcy Code generally provides that the debtor may continue to operate its business and remain in possession of its property as a so-called “debtor in possession,” rather than have control of its business and possession of its property instead transferred to an independent bankruptcy trustee.

The principal objective of a chapter 11 reorganization case is to confirm and then consummate a plan of reorganization. A plan of reorganization sets forth the means for satisfying Claims against the debtor and Equity Interests in the debtor. Confirmation of a plan of reorganization by the bankruptcy court makes the plan binding upon the debtor, as well as upon various other interested constituencies, including any issuer of securities under the plan, any person acquiring property under the plan, and any creditor of or Equity Interest holder in the debtor. Subject to certain limited exceptions, the bankruptcy court’s confirmation order discharges a debtor from any debt that arose prior to the date of confirmation of the plan (including, among other things, debts that arose prior to the filing of the debtor’s original bankruptcy petition) and substitutes therefor the obligations specified under the confirmed plan.

Once a plan of reorganization meeting the requirements of the Bankruptcy Code has been filed with the Bankruptcy Court, then, with certain exceptions, the holders of Claims against, or Equity Interests in, the debtor generally are entitled to vote whether to accept or reject that plan. Before the debtor may solicit acceptances of the proposed plan, however, section 1125 of the Bankruptcy Code requires the debtor to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment about whether to accept or reject the plan.

In connection with the Chapter 11 Cases, and to satisfy the requirements of section 1125 of the Bankruptcy Code, the Debtors have prepared this Disclosure Statement and are submitting it to holders of Allowed Claims against the Debtors who, under the Plan, are entitled to vote on whether to accept or reject the Plan.

ARTICLE IV.
COMPANY BACKGROUND

A. Description and History of the Debtors' Businesses.

Evans Oil Company LLC originally was established in 1959 as a local petroleum distributor, headquartered in Naples, Florida. Under new ownership in 2001, the Debtors presently own and operate a business which transports over 50 million gallons of petroleum products to hundreds of customers, including Chevron-franchised service stations, retailers, agricultural producers, marinas, golf courses, schools, cities, counties and other municipalities, satisfying their requirements for various petroleum products throughout Southwest and South Florida. In 2010, Debtors generated revenues of approximately \$127,000,000 and EBIDTA in excess of \$3,500,000.

Debtors' customers include Lee County, Lee County Fleet Maintenance, Lee County Transit Buses, Lee County Port Authority (which operates Fort Myers airport), Collier County, Collier County Transit Buses, Naples Airport Authority, the City of Fort Myers, City of Sanibel, City of Marco Island, every school district in Lee and Collier County, and Charlotte County Public Works and Charlotte County Public Schools, among others. Debtors have maintained their customer bases because Debtors provide service without interruption through such adverse conditions as freezes, floods and hurricanes and has continued such services uninterrupted throughout the course of these Chapter 11 proceedings.

Debtors are able to provide this continual uninterrupted services by boasting a strong workforce and one of the largest, newest and most state of the art delivery fleets in the petroleum industry. As of the Petition Date, Debtors employed approximately 56 employees. Moreover, Debtors' fleet contains over thirty-five tank wagons and over twenty-five transports which enables Debtors to service their customers with services 24 hours a day, 7 days a week. All of Debtors delivery vehicles are equipped with the most up to date, state of the art technology which includes satellite communications as well as GPS tracking systems. Debtors deliver one hundred percent (100%) of their customers ordered products without the assistance of common carriers, providing Debtors complete control over the timing and deliveries of all of Debtors' services. Debtors maintain access to ports in Ft. Lauderdale, Florida, Jacksonville, Florida and Tampa, Florida, providing Debtors the ability to service customers all over the state Florida.

B. Officers, Directors, and Member(s) of the Debtors.

Below is a list of all the Debtors' insiders, along with such insider's role with the Debtors, their compensation one prior to the Petition Date and their compensation during the Debtors' chapter 11 case of the date of this Disclosure Statement.

Insider	Role/Relationship	Compensation for the one year prior to the Petition Date	Compensation During Chapter 11 Case
Randy M. Long	Sole Member and Manager	<p>In 2010, Mr. Long drew no salary, but received membership distributions of approximately \$1,900,000.00, and also received standard company benefits.</p> <p>In 2011, Mr. Long drew no salary, but was paid a monthly management fee, and also received standard company benefits</p>	\$223,000.00 ⁴

C. Management of the Debtor Before the Bankruptcy Filing and After Confirmation.

Prepetition and Pre-Confirmation Management. During the one year prior to the Petition Date, the officers, directors, managers or other persons in control of the Debtors were those insider(s) listed above.

Post-Confirmation Management. After the Effective Date of the order confirming the Plan, the Reorganized Debtors will be managed by Randy M. Long, at the direction of the Equity Sponsor. Except Octane, LLC, or as otherwise provided in the Plan, each Debtor, as reorganized, shall continue to exist after the Effective Date as a separate limited liability company, with all the powers of a limited liability company, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed.

⁴ Mr. Long received a management fee of \$41,000 for February 2011, March 2011 and April 2011. Mr. Long's management fee was reduced to \$20,000 for May 2011, June 2011, July 2011, August 2011, September 2011 and October 2011. Mr. Long's post-confirmation salary has not yet been determined.

ARTICLE V.
EVENTS LEADING UP TO THE COMMENCEMENT
OF THE CHAPTER 11 CASES

Debtors are a leading petroleum distributor in Central and South Florida. They leverage their customer relationships and unique transportation base to provide a wide range of fuels, lubricants and value-added logistics services to a diverse customer base in its market. Prior to the commencement of these Chapter 11 Cases, the Debtors' operations and financial performance were severely and adversely affected due to excessive leverage and declining sales results. The poor economic climate, and resulting lack of construction, has been a primary factor in the decline in the use of fuel and lubricants in Southwest Florida. Furthermore, with overall gas prices at record high levels and discretionary income constrained, people were traveling less and as a result using less gasoline. These economic realities placed increasing financial and capital structure pressure on the Debtors, and increasingly complicated their efforts to adhere to their contractual commitments to their largest creditor – Fifth Third Bank – while at the same time seeking to preserve their relationships with other constituencies vital to the success of the Debtors and their businesses, including fuel suppliers and customers.

Debtors' working capital and secured lender was Fifth Third, which pursuant to that certain Amended and Restated Credit Agreement entered into as of April 16, 2010 provided various credit facilities to Debtors. As of the Petition Date, Debtors owed Fifth Third approximately \$35,000,000.00. Following the execution of the Fifth Third Amended and Restated Credit Agreement, Debtors requested and obtained, overdraft protection from Fifth Third to cover the payment of items presented for payment in excess of the credit available under the Amended and Restated Credit Agreement. At the time of filing the voluntary petitions, the net amount of these overdrafts was approximately \$1,653,000.00. Due to numerous reasons, including the overdrafts, Fifth Third began taking collection actions against Debtors, seeking control of Debtors' cash, including demanding that Fifth Third's consultant control Debtors' cash and Debtors' bank accounts, and that Debtors' sole member pledge his membership interests to Fifth Third. Had Fifth Third succeed, Debtors would have been at grave risk that the failure to pay suppliers immediately would have caused suppliers to terminate Debtors, with catastrophic results for Debtors, its customers and its customers' operations and businesses. On January 29, 2011, Debtors received a notice of default, acceleration and demand for payment in full from Fifth Third. Accordingly, Debtors filed for Chapter 11 protection on January 30, 2011. Debtors intend to pursue the equitable subordination of the claims of Fifth Third.

While Debtors have been resilient through the recent economic downturn and during the post-petition period, their financial results have moved in line with the declining economy. In 2010, a year in which volumes declined because of the lack of construction in the market, Evans Oil's EBITA improved to \$3.2 million from \$2.7 million. The Debtors continued that momentum on a post-petition basis, with a 1st Quarter volume increase of 8.0% vs. 1st Quarter 2010, contributing to a gross margin increase of 10.4% over the same period. Nevertheless, with revenue of \$127.5 million and sales of approximately 51 million gallons of fuel and lubricants to over 600 customers, the Debtors remained one of the largest petroleum distributors

in its market. Debtors' historical summary income statement and balance sheets from 2006 through 2010 are set forth below:

HISTORICAL SUMMARY INCOME STATEMENTS FOR 2006 THROUGH 2010

(\$ and gallons in 000s, except per gallon data)

	Historical				
	2006A	2007A	2008A	2009A	2010A
Total Gallons Sold	65,702	66,803	56,231	53,373	51,054
Sales Price Per Gallon	\$2.16	\$2.31	\$2.93	\$1.85	\$2.33
Revenue					
Fuel	\$142,002	\$154,557	\$164,764	\$98,911	\$119,176
Lubricants	6,003	5,839	4,914	4,427	4,511
Other	5,512	6,082	5,819	3,543	3,781
Total Revenue	\$153,517	\$166,478	\$175,497	\$106,880	\$127,468
Gross Profit					
Fuel	\$14,124	\$11,665	\$10,128	\$8,385	\$8,140
Lubricants	1,237	1,091	943	664	693
Other	1,873	2,209	1,924	921	737
Total Gross Margin	\$17,234	\$14,965	\$12,996	\$9,971	\$9,569
Gross Margin %	11.2%	9.0%	7.4%	9.3%	7.5%
Operating Expenses	14,600	16,977	12,610	10,455	9,819
Net Income	2,938	(1,157)	1,056	180	251
EBITDA	\$6,754	\$2,324	\$4,100	\$2,726	\$3,157
EBITDA Margin %	4.4%	1.4%	2.3%	2.6%	2.5%
Supplemental Data					
Capital Expenditures	n/a	(1,657)	(682)	(602)	(157)
Gross Margin Per Gallon	\$0.262	\$0.224	\$0.231	\$0.187	\$0.187
Sales Per Day	\$421	\$456	\$481	\$293	\$349

HISTORICAL BALANCE SHEETS FROM 2006 THROUGH 2010**Evans Oil Company, LLC
Actual Balance Sheet**

	<u>Dec-06</u>	<u>Dec-07</u>	<u>Dec-08</u>	<u>Dec-09</u>	<u>Dec-10</u>
Current Assets					
Cash	611,844	593,351	938,348	1,942	(904,060)
Trade A/R	9,278,609	9,344,665	5,587,150	7,174,857	9,022,902
Misc receivables & Allowance	3,033,259	230,029	250,697	25,767	196,703
Inventory	2,317,144	2,057,778	2,052,566	1,926,501	2,046,408
Prepaid Expenses	1,143,678	210,167	406,344	336,220	362,138
Total Current Assets	16,384,533	12,435,990	9,235,104	9,465,288	10,724,091
Total Fixed Assets	5,360,900	6,580,657	6,844,624	7,009,459	6,715,841
Other Assets					
Loans to Stations	423,610	309,500	91,886	125,956	294,757
Investments - Real Estate & Other	1,418,786	1,667,017	2,511,515	2,511,515	2,006,000
Deposits	90,916	22,870	18,070	10,070	6,375
Investments in Affiliates		2,307,720	2,307,720	-	1
CSV Life Insurance		209,807	255,723	281,658	397,020
Total Other Assets	2,648,291	5,367,402	6,049,728	4,118,951	3,876,400
Confirmation Goodwill	-	-	-	-	-
Total Assets	24,393,724	24,384,048	22,129,456	20,593,698	21,316,332
Check					
Current Liabilities					
Accounts Payable - Trade	802,809	151,078	120,031	79,023	177,423
Fuel Payable	4,398,713	4,153,213	2,627,292	3,500,595	3,936,828
Transmontaigne Excess Credit					
Oil Payable	754,141	365,681	214,620	194,414	225,330
Credit Card Clearing	69,448	313,926	75,701	108,061	127,004
Accrued Wages	3,714	8,361	160,087	36,361	49,909
Accrued Interest	92,241	39,220	31,920	14,376	47,091
Professional fee accrual				-	-
US Trustee fee accrual				-	-
Sales & Fuel Tax Payable	285,881	264,980	207,601	196,294	187,039
Total Current Liabilities	6,406,947	5,296,460	3,437,253	4,129,123	4,750,624
Long term Liabilities					
Line of Credit	7,026,590	2,388,934	4,450,000	9,000,000	11,822,407
New Real Estate Loan				-	-
New Subordinated Debt				-	-
New Fifth Third Subordinated Debt				-	-
Total Long Term Liabilities	17,288,307	20,127,194	23,314,444	26,547,705	29,267,472
Equity					
Other Comprehensive Income	-	(368,543)	(1,321,238)	(753,761)	(857,095)
Retained Earnings	10,150,058	8,993,354	384,941	(3,115,037)	(7,103,324)
Inter Company Transfers	-	-	(900,183)	(943,267)	(218,042)
Debt Forgiveness	-	-	-	-	-
Write downs	-	-	-	-	-
Confirmation Goodwill	-	-	-	-	-
Distributions	(9,451,589)	(9,664,417)	(2,785,761)	(5,271,065)	(4,523,302)
	698,470	(1,039,606)	(4,622,242)	(10,083,130)	(12,701,763)
Total Liabilities and Equity	24,393,724	24,384,048	22,129,455	20,593,698	21,316,332

ARTICLE VI.
THE CHAPTER 11 CASES

Upon the commencement of a case under chapter 11 of the Bankruptcy Code, the Bankruptcy Code imposes an automatic stay on creditors and other in dealing with the debtor, and also imposes strict limitations on actions that may be taken by the debtor absent authorization by the bankruptcy court. For that reason, a debtor typically files a number of so-called “first day” motions, either on the actual petition date itself or within the first few business days thereafter, seeking bankruptcy court approval to continue to operate its business and to facilitate its bankruptcy reorganization.

The Debtors filed a number of customary “first day” motions with the Bankruptcy Court relative to their Chapter 11 Cases, intended to facilitate the ability of the Debtors to continue their relationships with various prepetition customers, employees and critical fuel suppliers in light of the commencement of the Chapter 11 Cases. The motions sought Bankruptcy Court approval authorizing the Debtors, among other things, to: (i) pay prepetition compensation, benefits and expense reimbursements to employees (and continue certain workers’ compensation and employee benefit programs); (ii) pay certain taxes that the Debtors are required to collect from third parties and remit to the appropriate taxing authorities; and (iii) authorize the payment of certain prepetition claims of suppliers and vendors of goods entitled to administrative priority. The Debtors also filed motions seeking (x) relief from certain administrative requirements of the Bankruptcy Code, (y) to establish procedures to resolve adequate assurance requests for their utility providers, and (z) the retention of the GCG as their claims, balloting and noticing agent for purposes of these Chapter 11 Cases. All of such motions ultimately were granted by the Bankruptcy Court, on a final basis.

Overall, Debtors have successfully taken advantage of the benefits of the Chapter 11 process to (i) right-size operations; (ii) restructure their balance sheet; (iii) sell or surrender non-core assets; and (iv) solicit a Plan to position themselves to emerge from Chapter 11. Specifically, through the Chapter 11 Cases, the following significant events have occurred:

- Debtors retained the law firm of Hahn Loeser & Parks LLP as counsel to the Debtors; The Parkland Group, Inc. as Restructuring Advisors to the Debtors; The Garden City Group, Inc. as claims, noticing and balloting agent for the Debtors; and Barrier Advisors, Inc. as Financial Advisor to the Debtors (collectively, “Debtors’ Professionals”). The Debtors’ Professionals have assisted the Debtors to achieve the steps and goals necessary to complete the right-sizing of their operations and the restructuring of their balance sheet.
- To ensure a smooth transition to operations in Chapter 11, Debtors filed a number of motions with the Bankruptcy court seeking relief, designed to, among other things, prevent interruptions to Debtors’ business, ease the strain on the Debtors’ relationship with certain essential suppliers, customers, and employees. For example, the Bankruptcy Court approved Debtors’ payment of prepetition obligations to essential fuel suppliers to ensure Debtors’ services remained uninterrupted.

- Debtors have identified several luxury passenger vehicles, boats, boat slips, machinery and equipment no longer needed for their reorganization and in consultation with Debtors' pre-petition lenders and Debtors' Professionals, Debtors returned, abandoned, or otherwise realized fair value for these property interests.
- Debtors have reviewed their compensation structure and uniformly reduced employee and executive salaries, increasing Debtors' overall profitability and sustainability.
- Debtors have operated under multiple consensual interim cash collateral orders and budgets, maintaining a cash surplus and positive cash flow.
- After negotiating with several different financing sources, the Debtors obtained Bankruptcy Court approval of a favorable \$1,000,000.00 post-petition loan facility from Naples Lending Group, L.C., the proceeds of which were used to assure the Debtors' had sufficient liquidity for post-petition operations during their slow season.
- Based on that certain the Exit Financing Term Sheet dated on or about _____, 2011, the Reorganized Debtors shall obtain new financial accommodations through various credit facilities with their Exit Lender and Equity Sponsor.

ARTICLE VII.
SUMMARY OF THE PLAN

A. Introduction

The Debtors have proposed the Plan, consistent with the requirements described in Subsection B below. The Debtors believe, and at the Confirmation Hearing will demonstrate to the Bankruptcy Court that the Debtors' creditors will receive at least as much, and likely more, in value under the Plan than they would receive were there instead to be a liquidation of the Debtors under chapter 7 of the Bankruptcy Code.

THE FOLLOWING IS A SUMMARY OF SOME OF THE SIGNIFICANT ELEMENTS OF THE PLAN. THIS DISCLOSURE STATEMENT IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE MORE DETAILED INFORMATION SET FORTH IN THE PLAN ITSELF. CREDITORS ARE URGED TO READ THE PLAN IN ITS ENTIRETY.

B. Classification and Treatment of Claims and Interests, Generally

In general, the Bankruptcy Code only permits distribution to be made, under a debtor's chapter 11 reorganization plan, on account of "allowed expenses relating to the administration of the debtor's bankruptcy estate, as well as "allowed" prepetition Claims against the debtor and "allowed" prepetition Interests in the Debtor. "Allowance" simply means that the debtor has agreed (or, in the event of a dispute, that the Bankruptcy Court has determined) the particular administrative expense, Claim, or Interest, including the amount thereof, in fact is a valid obligation of (or Interest in) that debtor. Bankruptcy Code section 502(a) provides that a timely filed administrative expense Claim is "allowed" automatically unless the debtor (or another party in interest) objects to its allowance. Bankruptcy Code section 502(b), however, specifies certain types of Claims (including, among other things, Claims for unmatured interest on unsecured or undersecured obligations and nonresidential real property lease and employment contract rejection damage claims above specified thresholds) that cannot be "allowed" in the bankruptcy case even where a valid Proof of Claim has been timely filed in the debtor's bankruptcy case.

The Bankruptcy Code requires that, for purposes of treatment and voting, and subject to certain exceptions, a chapter 11 reorganization requires that, for purposes of treatment and voting, and subject to certain exceptions, a chapter 11 reorganization plan must divide the different "allowed" Claims against, and Interest in, the debtor into separate "classes" based upon the nature of such Claims and Interests. Generally, Claims of a substantially similar legal nature would be classified together. The same is true for Equity Interests having a substantially similar legal nature. This classification process focuses on the legal nature of the particular Claims and Interest, rather than on the holders of those Claims and Equity Interests, making it common for holders of multiple Claims and/or Interests to find themselves as members of multiple classes for purposes of treatment and voting under a debtor's chapter 11 reorganization plan.

The Bankruptcy Code further requires, in this classification process, that classes of Claims and Interests must be designed either as "impaired" (if altered by the reorganization plan

in some way) or “unimpaired” (if not). The Bankruptcy Code then provides the holders of impaired Claims and impaired Interests with certain additional rights (such as the right to vote to accept or reject the plan), and the right to receive not less than the value the holder would have received where the debtor instead to liquidate under chapter 7 of the Bankruptcy Code), with certain limited exceptions. The Bankruptcy Code establishes the criteria for determining whether or not a class of Claims or Interests is “impaired” or “unimpaired” for purposes of treatment and voting under the plan.

The classification, treatment, question of impairment, and entitlement to vote of the Allowed Claims against the Debtors, and Allowed Interests in the Debtors was summarized briefly in Article II of this Disclosure Statement, and are described in greater detail below. As provided in the Plan, a Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of the Class, and is classified in other Classes to the extent that any portion of the Claim or Equity Interest falls within the description of such other Classes. Further, a Claim is placed in a particular Class for the purpose of receiving Distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

C. Treatment of Certain Unclassified Claims.

Under section 1123(a)(1) of the Bankruptcy Code, certain categories of Claims that must be addressed in the proposed reorganization plan need not be classified (that is, put into one of the specific Classes established in that plan) for purposes of such plan. In connection with the Chapter 11 Cases, the Debtors have identified three (3) applicable categories of unclassified claims.

1. Unclassified – Administrative Claims.

Administrative Claims consist of any Claim for costs and expenses of administration of the Estates pursuant to sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving and operating the Estates; (b) any indebtedness or obligation incurred or assumed by the Debtors in connection with the conduct of their businesses, including for wages, salaries, or commissions for service, and payments for goods and other services and leased premises; and (c) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

Subject to the provisions of section 328, 330(a), and 331 of the Bankruptcy Code, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Administrative Claim, each Holder of such Allowed Administrative Claim shall be paid in full in Cash on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim or as soon as practicable after either such date: provided further, however, that Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases shall be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto; provided further, however, that in no event shall a postpetition obligation that is contingent or disputed and subject to liquidation through pending or prospective litigation,

including, but not limited to, alleged obligations arising from personal injury, property damage, products liability, consumer complaints, employment law (excluding claims arising under workers' compensation), secondary payor liability, or any other disputed legal or equitable claim based on tort, statute, contract, equity, or common law, be considered to be an obligation which is payable in the ordinary course of business.

Professional Fee Claims constitute Administrative Claims Allowed under section 328, 330(a), 331 or 503 of the Bankruptcy Code for reasonable compensation of a Professional or other Person for services rendered or expenses incurred in the Chapter 11 Cases on or prior to the Effective Date. The Plan provides that all requests for compensation or reimbursement of Professional Fee Claims pursuant to sections 327, 328, 330, 331, 503 or 1103 of the Bankruptcy Code for services rendered prior to the Effective Date shall be filed and served on counsel to the Debtors and Reorganized Debtors no later than forty-five (45) days after the Effective Date. Holders of Professional Fee Claims that are required to file and serve such applications for final allowance of their Professional Fee Claims and that do not file and serve such applications by the required deadline shall be forever barred from asserting such Claims against the Debtors, Reorganized Debtors or their respective properties, and such Professional Fee Claims shall be deemed discharged as of the Effective Date.

Unless a prior date has been established pursuant to the Bankruptcy Code, the Bankruptcy Rules or a prior order of the Bankruptcy Court, the Confirmation Order will establish a bar date for filing notices, requests, Proofs of Claim, applications or motions for allowance of Administrative Claims (other than Professional Fee Claims, Ordinary Course Administrative Claims, and DIP Facility Claims). That date is referred to as the "**Administrative Claims Bar Date**". Holders of Administrative Claims not paid prior to the Confirmation Date shall file with the Bankruptcy Court and serve upon the Debtors and Reorganized Debtors, as applicable, a motion requesting payment of such Administrative Claim on or before the Administrative Claims Bar Date or forever be barred from doing so. The notice of entry of the Confirmation Order to be delivered pursuant to Bankruptcy Rules 3020(c) and 2002(f) will set forth the Administrative Claims Bar Date and constitute good and sufficient notice of the Administrative Claims Bar Date. The Reorganized Debtors shall have thirty (30) days (or such longer period as may be allowed by Final Order of the Bankruptcy Court, which may be entered without notice or a hearing) following the Administrative Claims Bar Date to review and object to all Administrative Claims (other than those listed in the parenthetical above).

2. **Unclassified – Priority Tax Claims**

Priority Tax Claims include any unsecured Claim that is entitled to a priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

The Plan provides that Each Holder of an Allowed Priority Tax Claim due and payable on the Effective Date shall receive, at the option of the Debtor against which such Allowed Priority Tax Claim is asserted, one of the following treatments, in complete satisfaction of such Allowed Priority Tax Claim: (1) Cash on the Initial Distribution Date in an amount equal to the amount of such Allowed Priority Tax Claim, (2) Cash payable in installment payments over a period of time not to exceed five years after the Petition Date with an aggregate value, as of the

Effective Date, equal to the amount of such Allowed Priority Tax Claim, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, (3) to the extent that the Debtors are not delinquent on any of their respective tax obligations to a Holder of an Allowed Priority Tax Claim, payment in the ordinary course of business, or (4) such other treatment as may be agreed upon by such holder and the Debtor or otherwise determined upon an order of the Bankruptcy Court.

3. **Unclassified – DIP Facility Claims**

DIP Facility Claims include all Claims arising under or relating to the DIP Loan Agreement, or otherwise. The Plan provides except to the extent that a Holder of an Allowed DIP Facility Claim agrees to less favorable treatment, notwithstanding anything to the contrary in the Plan, and subject to the terms of the DIP Facility, in full and final satisfaction, settlement, release and discharge of and in exchange for release of all DIP Facility Claims, the DIP Facility Claims shall be paid in full in Cash by the Reorganized Debtors on or as soon as is reasonably practicable after the Effective Date, whereupon each Holder of an Allowed DIP Facility Claim shall execute such documents and instruments as such Debtor or Reorganized Debtor reasonably requests to evidence such Holder's release of any security interest, lien, claim, interest or encumbrance on any property securing such claims.

D. Classification and Treatment of Claims and Equity Interests

1. **Class 1 – Miscellaneous Secured Claims (Vehicle Lenders)**

Miscellaneous Secured Claims include any Claim to the extent reflected in the Schedules or a Proof of Claim filed as a secured Claim, which is (i) secured by a Lien on Collateral (vehicles used in the Debtors' day-to-day business activities), or (ii) in the event that such Claim is subject to a right of setoff under section 553 of the Bankruptcy Code, to the extent of such right of setoff (Debtors are not aware of any Claims falling into this later description). Although all Miscellaneous Secured Claims have been placed in one Class for the purposes of nomenclature, each Allowed Claim in Class 1 shall be treated as a separate subclass for voting and distribution purposes under the Plan.

The Plan provides that, Each Allowed Class 1 Claim, as listed on Schedule 3.7 to the Plan shall be paid in full by reinstating the Claim, that is, leaving unaltered the legal equitable, and contractual rights respecting such Claim in accordance with section 1124 of the Bankruptcy Code, including: (A) curing all prepetition and postpetition defaults other than defaults relating to insolvency or financial condition of the relevant Debtor or its status as a debtor under the Bankruptcy Code; and (B) reinstating the maturity date of the Claim.

Class 1 is Unimpaired under the Plan. Holders of Allowed Miscellaneous Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

2. **Class 2 – Prepetition Alleged Secured Claim of Fifth Third Bank**

Class 2 includes the prepetition alleged secured claims of the Debtors' primary lender, Fifth Third Bank. The Plan provides that Fifth Third Bank's Class 2 Claim shall not be Allowed and deemed to be an Allowed Claim unless and until Allowed by a Final Order of the Court.

The Plan further provides that the Allowed Class 2 Prepetition Alleged Secured Claim of Fifth Third Bank shall be paid as a secured claim only if, as, when and to the extent Allowed as a secured claim, as provided in the Exit Facility and in no event in an amount greater than the value of such collateral, if any, as is subject to a valid, enforceable, prior, duly perfected lien that is neither avoided, offset, subordinated or otherwise disallowed.

(a) Letters of Credit. There are three existing letters of credit whose beneficiaries are three of Debtors' fuel suppliers, TransMontaigne Product Services, Inc., Chevron Products Company and Valero Energy Corporation (the "Letters of Credit"). Fifth Third Bank's rights, and the rights of the beneficiaries, with respect to the Letters of Credit shall not be modified by the Plan.

Class 2 is Unimpaired under the Plan. The Holder of the Class 2 Claim is not entitled to vote to accept or reject the Plan.

3. **Class 3 - Alleged Deficiency Claim of Fifth Third Bank**

Class 3 consists of the Alleged Deficiency Claim of Fifth Third Bank shall not be an Allowed Claim unless and until Allowed by a Final Order of the Court against each of the Debtors (other than Octane LLC) (not including letters of credit issued), and be treated as a unsecured claim only if, as, when and to the extent Allowed as a unsecured claim, and in no event in an amount greater than the portion of such claim, if any, as is neither avoided, offset, subordinated or otherwise disallowed. An Allowed Class 3 Claims, if any, shall share in the Unsecured Claim Fund on a *pro rata* basis with Classes 4, 5 and 6.

Class 3 is Impaired under the Plan. The Holder of the Class 3 Claim is entitled to vote to accept or reject the Plan.

4. **Class 4 - General Unsecured Trade Claims**

A General Unsecured Trade Claim consists of any Claim arising as the result of a prepetition obligation of any of the Debtors that was incurred in the daily operations of the Debtors' petroleum and lubricant supply businesses. The Plan provides that except to the extent that a Holder of an Allowed General Unsecured Trade Claim agrees to a less favorable treatment, in full satisfaction, settlement, release and discharge of, and in exchange for such Allowed General Unsecured Trade Claim, each holder of an Allowed General Unsecured Trade Claim shall be paid in Cash on the Effective Date or when the respective Claim becomes an Allowed Claim pursuant to the Terms of this Plan, their respective *pro rata* share of One Hundred and Sixteen Thousand Dollars (\$116,000.00) (the "Unsecured Claim Fund"). Class 4 Claims shall share in the Unsecured Claim Fund on a *pro rata* basis with Classes 3, 5 and 6.

Class 4 is Impaired under the Plan. Holders of Claims in Class 4 are entitled to vote to accept or reject the Plan.

5. **Class 5 – Deficiency Claims Relating to Automotive Assets**

A Class 5 Claim includes any Claim that would otherwise be a General Unsecured Claim that relates specifically to the luxury personal vehicles purchased or leased by the Debtors and

abandoned or turned over to the specific creditor during the Chapter 11 Cases. The Plan provides that Holders of Allowed Class 5 Claims shall receive their respective *pro rata* share of the Unsecured Claim Fund with the Allowed Claims from Classes 3, 4 and 6. Holders of Class 5 Claims shall be entitled to vote to accept or reject the Plan. Schedule 3.11 attached to the Plan reflects the creditors believed to hold a Claim in Class 5. The Debtors expressly reserve the right to alter, modify, amend, remove, augment, or supplement the schedule or any portion thereof at any time in accordance with the Plan.

Class 5 is Impaired under the Plan. Holders of Claims in Class 5 are entitled to vote to accept or reject the Plan.

6. Class 6 - Deficiency Claims Relating to Nautical Assets

Class 6 consists of the Allowed Deficiency Claims relating to the Debtors' Nautical Assets, including but not limited to boat slips owned by the Debtors as of the Petition Date. Class 6 is Impaired. Holders of Allowed Class 6 Claims shall receive their respective *pro rata* share of the Unsecured Claim Fund with the Allowed Claims from Classes 3, 4 and 5. Holders of Class 6 Claims shall be entitled to vote to accept or reject the Plan. Schedule 3.12 attached to the Plan reflects the creditors believed to hold a Claim in Class 6. The Debtors expressly reserve the right to alter, modify, amend, remove, augment, or supplement the schedule or any portion thereof at any time in accordance with the Plan. To the extent necessary, Debtors shall retain title to the respective Nautical Assets post Effective Date subject to the liens of any Holders of Class 6 Claims, which liens shall exist until the respective Holder of the Class 6 Claim may dispose of the respective Nautical Asset in a commercially reasonable manner.

Class 6 is Impaired under the Plan. Holders of Claims in Class 6 are entitled to vote to accept or reject the Plan.

7. Class 7 – Interests in the Debtors

An Interest means any equity security within the meaning of section 101(16) of the Bankruptcy Code, or any other instrument evidencing an ownership interest in any of the Debtors, whether or not transferable, and any option, warrant, or right, contractual or otherwise, to acquire, sell or subscribe for any such interest.

The Plan provides that on the Effective Date, the Debtors shall be dissolved and all Interests shall be deemed cancelled and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and there shall be no Distribution to the Holders of Interests in the Debtors. Class 7 Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

Class 7 is Impaired Under the Plan. Holders of Interests in the Debtors are not entitled to vote to accept or reject Plan.

8. Class 8 – Deficiency Claims Relating to Octane, LLC

Class 8 consists of any Deficiency Claims against Octane, LLC. Holders of Allowed Class 8 Claims shall not receive a Distribution on account of such Claims pursuant to the Plan.

Debtors believe that Wells Fargo Dealer Services, Inc. f/k/a Wachovia Dealer Services, Inc. (“Wells Fargo”) is the only creditor that holds a Claim in Class 8. Specifically, Octane’s only asset was a 2007 Lazzara Yacht O.N. #1195459; HIN #LYC840771607 (the “Lazzara”). Wells Fargo has a properly perfected security interest in the Lazzara. Pursuant to the Agreed Order Granting Wells Fargo’s Motion to Lift Automatic Stay [Docket No. 145], Wells Fargo recovered possession of the Lazzara and has Bankruptcy Court approval to sell the Lazzara. Because these cases have not been consolidated, and Wells Fargo has recovered the only asset of Octane, LLC, Wells Fargo’s recovery shall be limited to its sale of the Lazzara.

Class 8 is Impaired under the Plan. Holder of Class 8 Claims are not entitled to vote to accept or reject the Plan.

9. Class 9 – Intercompany Claims

Intercompany Claims include any Claim held by one of the Debtors against any other Debtor. Such Claims include, among other things, (a) any account reflecting intercompany book entries by a Debtor with respect to any other Debtor, (b) any Claim not reflected in book entries that is held by such Debtor against any other Debtor or Debtors, and (c) any derivative Claim asserted, or that may be asserted by or on behalf of a Debtor against any other Debtor or Debtors.

The Plan provides that Holders of Allowed Intercompany Claims shall not receive a Distribution on account of such Claims pursuant to the Plan. Accordingly, Holders of Class 9 Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

Class 9 is Impaired under the Plan. Holders of Class 9 Claims are not entitled to vote to accept or reject the Plan.

10. Class 10 – Long Time Insurance Company, LLC’s Claims against RML

Class 10 consists of Debtor RML’s obligations to Long Time Insurance Co., Ltd.. Holders of Allowed Class 10 Claims shall not receive any Distribution on account of such Claims pursuant to the Plan. Accordingly, Holders of Class 10 Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

Class 10 is impaired. Holders of Class 10 Claims are not entitled to vote to accept or reject the Plan.

E. Provisions Regarding Means of Implementation, Voting, Distributions, and Resolution of Disputed Claims

1. Exit Facility

On or before the Effective Date, the Reorganized Debtors shall enter into the Exit Facility. Confirmation shall be deemed approval of the Post-Confirmation Exit Facility, if any (including the transactions contemplated thereby, such as any supplementation to the Exit Facility, and all actions to be taken, undertakings to be made and obligations to be incurred by

the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities and expenses provided for therein) and authorization for the Reorganized Debtors to enter into and execute the Exit Facility Agreement, if any, and such other Exit Facility Documents as Fifth Third may reasonably require, subject to such modifications as the Reorganized Debtors may deem to be reasonably necessary to consummate the Exit Facility. The Reorganized Debtors may use the Exit Facility for any purpose permitted thereunder, including the funding of obligations under the Plan and satisfaction of ongoing working capital needs.

Upon the date the Exit Facility Agreement becomes effective, (i) the Reorganized Debtors are authorized to execute and deliver the Exit Facility Documents and perform their obligations thereunder, including, without limitation, the payment or reimbursement of any fees, expenses, losses, damages or indemnities, (ii) the Exit Facility Documents shall constitute the legal, valid, and binding obligations of the Reorganized Debtors that are parties thereto, enforceable in accordance with their respective terms and (iii) no obligation, payment, transfer or grant of security under the Exit Facility Documents shall be stayed, restrained, voidable or recoverable under the Bankruptcy Code or under any applicable law or subject to any defense, reduction, recoupment, setoff or counterclaim. The Reorganized Debtors, as applicable, and the other persons granting any Liens and security interests to secure the obligations under the Exit Facility Documents are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary or desirable to establish and further evidence perfection of such Liens and security interests under the provisions of any applicable federal, state, provincial or other law (whether domestic or foreign) (it being understood that perfection shall occur automatically by virtue of the occurrence of the Effective Date, and any such filings, recordings, approvals and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that would be necessary under applicable law to give notice of such Liens and security interests to third parties.

2. Issuance of New Stock

In consideration of the contributions provided by the Equity Sponsor under this Plan, the Interests in the Reorganized Debtors will be issued solely to the Equity Sponsor and/or such other person or entity as the Equity Sponsor may designate. The Plan does not contemplate Mr. Long or any prepetition holder of equity retaining any equity in the Reorganized Debtors.

3. Corporate Existence

Except as otherwise provided herein, each Debtors, as Reorganized, shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership or other form, as the case may be, with all the powers of a corporation, limited liability company partnership or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed.

4. Post-Confirmation Operations

As of the Effective Date, the Reorganized Debtors may operate their businesses and use, acquire, settle and compromise claims or interests without supervision of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those

restrictions expressly imposed by the Plan and Confirmation Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges they incur for professional fees, disbursements, expenses or related support services after the Confirmation Date (including any Professional Fee Claims) without application to the Bankruptcy Court.

5. Debtors' Retention of Causes of Action

Except as otherwise provided for here, on the Effective Date, all rights, claims, and causes of action of the Debtors pursuant to: (a) sections 510, 541, 542, 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code; and (b) all other claims and causes of action of the Debtors against any Person, including the for the equitable subordination of Fifth Third, shall be preserved and become property of the Reorganized Debtors. The Reorganized Debtors shall be deemed the representative of their respective estates under section 1123(b) of the Bankruptcy Code and will be authorized and shall have the power to commence and prosecute any and all causes of action (other than rights, claims and causes of action expressly released by the Debtors in the Plan or pursuant to a Final Order) that could have been asserted by any of the Debtors respectively. **ALL SUCH ACTIONS SHALL SURVIVE CONFIRMATION AND THE COMMENCEMENT OR PROSECUTION OF SUCH ACTIONS SHALL NOT BE BARRED OR LIMITED BY ANY ESTOPPEL, WHETHER JUDICIAL, EQUITABLE, OR OTHERWISE.**

6. Effectuating Documents and Further Transactions

Each Debtor and Reorganized Debtor shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, releases, and other agreements and take such other action as may be necessary to effectuate and further evidence the terms and conditions of the Plan.

7. Voting of Claims

Under the Plan, each Holder of an Allowed Claim in an Impaired Class of Claims shall be entitled to vote to accept or reject the Plan as provided in such Final Order as may be entered by the Bankruptcy Court establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, or any other order or orders of the Bankruptcy Court.

8. Nonconsensual Confirmation

Section 1129(b) of the Bankruptcy Code provides for the ability of a bankruptcy court to confirm a reorganization plan in certain cases where at least one (1) Class of Impaired Claims has accepted the proposed plan (with such acceptance being determined without inclusion of Insiders), even where one (1) or more other Classes of Impaired Claims have not. This ability is commonly referred to as a "cram-down". Inasmuch as certain Impaired Classes automatically are deemed to have rejected the Plan, the Debtors intend to seek to have the Bankruptcy Court confirm the Plan under section 1129(b) regardless of the outcome of the vote by holders in Classes that are entitled to vote on acceptance or rejection of the Plan, so long as at least one (1) Class of Claims Impaired under the Plan has accepted the Plan (and which Class's acceptance is determined without inclusion of Claims of Insiders).

9. **Record Date for Distributions**

As provided in the Plan, as of the close of business on the Record Date (date the Bankruptcy Court conditionally enters an order approving this Disclosure Statement), the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors or their respective agents shall be deemed closed, and there shall be no further changes made to reflect any new record holders of any Claims or Interests occurring on or after the Record Date. The Debtors and the Reorganized Debtors shall have no obligation to recognize any transfer of any Claims or Interests occurring after the Record Date.

10. **Timing of Distributions**

Except as specifically set forth in the Plan, Distributions will be made to Holders of Allowed Claims in accordance with Article III of the Plan. If a Claim is not an Allowed Claim as of the applicable distribution date, distributions will be made only if and when the Claim is Allowed, and then in accordance with Article III of the Plan and, with respect to the cure of defaults for assumed executory contracts and unexpired leases, section 6.2 of the Plan, and in each case, subject to Article VIII of the Plan. Distributions to be made as of the Effective Date on account of Claims that are Allowed as of the Effective Date and are entitled to receive distributions under the Plan shall be made on the Effective Date or as soon as reasonably practicable thereafter. Distributions to be made after the Effective Date shall be made on dates to be established by the Reorganized Debtors and/or any Distribution Agent, pursuant to the terms of the Plan.

F. Distributions to Holders of Classes 3, 4, 5, and 6 Claims

1. **Initial Distributions.** On the Initial Distribution Date or as soon as reasonably practicable thereafter, the Reorganized Debtors shall distribute the Distributions allocable to Allowed Claims held by members of Classes 3, 4, 5, and 6. For the purpose of calculating the amount of Cash to be distributed to Holders of Allowed Claims in Classes 3, 4, 5, and 6, all Disputed Claims will be treated as though such Claims will be Allowed Claims in the amounts asserted or as estimated by the Court pursuant to section 502(c) of the Bankruptcy Code, as applicable.

2. **Interim Distributions.** The Reorganized Debtors may make interim Distributions to holders of Allowed Claims in Classes 3, 4, 5 and 6 pursuant to an consistent with the resolutions of Disputed Claims since the date of the immediately prior Distribution.

3. **Final Distributions.** On the Final Distribution Date or as soon as reasonably practicable thereafter, the Reorganized Debtors shall make the balance of the Distributions required under the Plan.

G. Compensation for Services Related to Distributions

1. The Reorganized Debtors may employ or contract with other entities to assist them in making the Distributions required by the Plan.

2. In consideration for providing services related to Distributions, any entity employed by the Reorganized Debtors for such services shall receive from the Reorganized Debtors, without need for further Bankruptcy Court approval, reasonable compensation for such services and reimbursements of reasonable out-of-pocket expenses incurred in connection with such services. These payments will be made on terms agreed to with the Reorganized Debtors and shall not be deducted from distributions to be made pursuant to the Plan to holders of Allowed Claims and Interests.

H. Miscellaneous Distribution Provisions

1. **Method of Cash Distributions.** Except as set forth herein, any Distribution of Cash to be made by the Reorganized Debtors pursuant to this Plan may be made by draft, check, wire transfer, or as otherwise required by applicable law.

2. **Distributions on Non-Business Days.** Any payment or Distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

3. **No Distribution in Excess of Allowed Amount of Claim.** Except as expressly set forth herein, pursuant to section 502(B)(2) of the Bankruptcy Code, no Holder of an Allowed Claim shall receive in respect of such Claim any Distribution in excess of the allowed amount of such Claim. Except as expressly provided herein, no Claim shall be allowed to the extent it is for postpetition interest.

4. **Estimation of Disputed Claims.** Unless otherwise provided for here, upon notice and a hearing, the Court shall estimate the aggregate Face Amount of all Disputed Claims in any Class that are disputed, contingent and/or unliquidated. The aggregate Face Amount of: (a) Disputed Claims and (b) Allowed Claims shall be the maximum allowable

5. **Distribution When a Disputed Claim Becomes an Allowed Claim.** Promptly after a Disputed Claim becomes an Allowed Claim, unless a later time is provided for in the Plan or by agreement of the parties, the Reorganized Debtors shall make a Distribution to the Holder of such Allowed Claim as if such Claim had been an Allowed Claim on the Effective Date.

I. Objections to Claims

Unless otherwise ordered by the Bankruptcy Court, all objections to Claims shall be filed with the Bankruptcy Court and served on the applicable claimant on or prior to ninety (90) days after the later of: (a) the Effective Date; and (b) the date a Claim is filed with the Bankruptcy Court and served on counsel for the Reorganized Debtors.

J. Settlement of Claims

Subsequent to the Effective Date, the Reorganized Debtors shall have the authority to resolve any Disputed Claim for an Allowed Claim of less than \$500,000 without further order of Bankruptcy Court order and subject only to the filing of a notice of such settlement with the Court. Any such settlement shall be binding upon all parties in interest in the Chapter 11 Cases; *provided, however*, that with respect to any settlement that provides for an Allowed Class 7

Claim in excess of \$100,000, the Reorganized Debtors shall provide a brief written explanation of the basis for the proposed settlement and any relevant documentation and such settlement shall be subject to objection by any party in interest within 10 Days of filing such a notice of settlement, in which case such settlement only may be consummated after entry of an order by the Court approving such settlement.

K. Failure to Negotiate Checks

Checks issued in respect of distributions under the Plan shall be null and void if not negotiated within sixty (60) days after the date of issuance. Any amounts returned to the Debtors, any Distribution Agent, or the Reorganized Debtors in respect of such non-negotiated checks shall be held as applicable. Requests for reissuance for any such check shall be made directly to the issuer of the check by the Holder of the Allowed Claim with respect to which such check originally was issued. All amounts represented by any voided check will be held until the earlier of: (a) one (1) month after date on which the check is voided, or (b) the date on which the Bankruptcy Court enters the Final Decree, and all requests for reissuance by the Holder of the Allowed Claim in respect of a voided check are required to be made prior to such date. Thereafter, all such amounts shall be deemed to be Unclaimed Property, in accordance with section 5.6 of the Plan, and all Holders of Claim in respect of void checks shall be forever barred, stopped and enjoined from asserting a claim to such funds in any manner against the Debtors, Reorganized Debtors, any Distribution Agent or their respective assets.

L. Unclaimed Property

All Property distributed on account of Claims must be claimed prior to the date on which the Bankruptcy Court enters the Final Decree, or, in the case of a distribution made in the form of a check, must be negotiated and a request for reissuance be made as provided in section 5.4 of the Plan. After sixty (60) days following the relevant date of a Distribution, the holders of Allowed Claims and Interests otherwise entitled to receive the Distribution on such date shall cease to be entitled thereto, and such Unclaimed Property shall be retained by and will vest in the Reorganized Debtors. All full or partial payments made by the Debtors and received by the Holder of a Claim prior to the Effective Date will be deemed to be payments under the Plan for purposes of satisfying the obligations of the Debtors pursuant to the Plan. Nothing in the Plan shall require the Debtors, or any Distribution Agent, to attempt to locate any Holder of an Allowed Claim other than by reviewing the records of the Debtors and any Claims Filed in the Chapter 11 Cases. Pursuant to section 1143 of the Bankruptcy Code, all Claims in respect of Unclaimed Property shall be deemed Disallowed and the Holder of any Claim Disallowed in accordance with this section 5.5 will be forever barred, expunged, stopped and enjoined from asserting such Claim in any manner against the Debtors, any Distribution Agent, or their respective assets.

M. Limitation on Distribution Rights

If a claimant holds more than one Allowed Claim in any one Class, all Claims of the claimant in that Class will be aggregated into one Claim and one distribution will be made with respect to the aggregated Claim.

N. Fractional Dollars

Notwithstanding any other provision of the Plan, Cash distributions of fractions of dollars will not be made; rather, whenever any payment of a fraction of a dollar would be called for, the actual payment made shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars being rounded down.

O. Setoffs and Recoupment

Reorganized Debtors may, but shall not be required to, set off or recoup against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Claim, claims of any nature that the Debtors or Reorganized Debtors may have against the Holder of such Allowed Claim; provided, however, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim against the Debtors or Reorganized Debtors shall constitute a waiver or release by the Debtors or Reorganized Debtors of any claim that the Debtors or Reorganized Debtors may possess against such Holder.

P. Compliance with Tax Requirements

In connection with each distribution with respect to which the filing of an information return (such as an Internal Revenue Service Form 1099 or 1042) or withholding is required, the Debtors, any Distribution Agent, or the Reorganized Debtors, as appropriate, shall file such information return with the Internal Revenue Service and provide any required statements in connection therewith to the recipients of such distribution or effect any such withholding and deposit all moneys so withheld as required by law. With respect to any Person from whom a tax identification number, certified tax identification number or other tax information is required by law to avoid withholding has not been received by the Debtors, any Distribution Agent, or the Reorganized Debtors within thirty (30) Days from the date of such request, the Debtors, Distribution Agent, or the Reorganized Debtors, at their or its option, may withhold the amount required and distribute the balance to such Person or decline to make such distribution until the information is received.

Q. De Minimis Distributions

No Cash payment of less than twenty-five (\$25.00) dollars shall be made to any Holder of an Allowed Claim on account of such Allowed Claim.

R. Professional Fee Claims

1. **Claims for Accrued Professional Compensation.** Professionals or other Entities asserting a Claim for Accrued Professional Compensation for services rendered before the Effective Date must file and serve on the Debtors and such other Entities who are designed by the Bankruptcy Rules, the Confirmation Order, the Interim Compensation Order or other order of the Bankruptcy Court an application for final allowance of such Claim for Accrued Professional Compensation no later than 45 days after the Effective Date. Objections to any Claim for Accrued Professional Compensation must be filed and served on the Reorganized Debtors, the Office of the U.S. Trustee and the requesting party no later than the earlier of (a) 30 days after such application is filed or (b) 75 days after the Effective Date.

2. **Treatment of Claims for Accrued Professional Compensation.** A Claim for Accrued Professional Compensation in respect of which a final fee application has been properly filed and served pursuant to the Plan shall be payable to the extent approved by order of the Bankruptcy Court. Subject to any Holdback Amount, on the Effective Date, or as soon thereafter as reasonably practicable, to the extent not otherwise paid, all Allowed Claims for Accrued Professional Compensation (including estimated Accrued Professional Compensation through the Effective Date) shall be paid in full in Cash. To receive payment on the Effective Date for unbilled fees and expenses for periods that will not have been billed as of the Effective Date and shall deliver such estimates to the Debtors and the U.S. Trustee prior to the Effective Date. If the estimated payments received by such Professional exceeds the actual allowed Accrued Professional Compensation for the estimated period, such excess amount shall be deducted from the Holdback Amount for such Professional, and if the Holdback Amount is insufficient, such Professional shall disgorge the difference. If the estimated payment received by the Professional is lower than the Accrued Professional Compensation of such Professional, the difference shall be paid promptly to the Professional.

On the Effective Date, the Reorganized Debtors shall fund the Holdback Amount Reserve for payment of the Holdback Amount. Upon final allowance by the Bankruptcy Court of the Accrued Professional Compensation, or entry of an earlier order of the Bankruptcy Court granting the release of the Holdback Amount, such amount, less any excess paid in connection with estimated fees and expenses through the Effective Date, shall be paid promptly and directly to the Professionals.

3. **Post-Effective Date Fees and Expenses.** Upon the Effective Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331 and 1103 in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to any party or action (including, without limitation, the need to file a fee application), order or approval of the Bankruptcy Court.

S. Rejection of Executory Contracts and Unexpired Leases

1. **Leases and Contracts to be Rejected.** On the Confirmation Date, but subject to the occurrence of the Effective Date, pursuant to section 365 of the Bankruptcy Code, all of the Debtors' executory contracts and unexpired leases shall be deemed rejected except those that: (i) are the subject of motions to assume or reject pending on the Confirmation Date; (ii) were assumed or rejected before the Confirmation Date; (iii) are listed on Schedule 6.2 annexed to the Plan; or (iv) are agreements, obligations, security interests, or similar undertakings that the Debtors list as a Secured Claim of the Debtors, but the Bankruptcy Court later determines are subject to assumption or rejection; provided, however, that the Debtors shall not be required to assume or reject any executory contract or unexpired lease with any party that is a debtor under the Bankruptcy Code or similar insolvency proceeding unless and until such contact or lease has been assumed by such other party.

2. **Effect of Post-Confirmation Rejection.** The entry by the Bankruptcy Court after the Confirmation Date of an order authorizing the rejection of an executory contract

or unexpired lease shall result in such rejection being a prepetition breach under sections 365(g) and 502(g) of the Bankruptcy Code.

3. **Deadline to File Rejection Damage Claims.** Each Person who is a party to a contract or lease rejected under the plan must file with the Bankruptcy Court and serve on Debtors' attorneys not later than thirty (30) days after the Confirmation Date, a proof of Claim for damages alleged to arise from the rejection of the applicable contract or lease or be forever barred from filing a Claim, or sharing in distributions under the Plan, related to such alleged rejection damages.

T. Assumption of Executory Contracts and Unexpired Leases

1. **Leases and Contracts to be Assumed.** As of the Confirmation Date, but subject to the occurrence of the Effective Date, the Debtors shall be deemed to have assumed pursuant to section 365 of the Bankruptcy Code, all executory contracts and unexpired leases listed on Schedule 6.2 hereto based on the cure amounts listed in such Schedule. The listing of a contract or lease on any schedule to the Plan will not constitute an admission by the Debtors that such contract or lease is an executory contract or unexpired lease or that the Debtors have any liability thereunder.

2. **Deadline to Object to Cure Amounts.** If prior to the Confirmation Date or such other date as the Bankruptcy Court may fix, a party to an executory contract or unexpired lease listed on Schedule 6.2 fails to file with the Bankruptcy Court and serve upon the attorneys for the Debtors an objection to the applicable cure amount listed on Schedule 6.2, then such party shall be forever barred from asserting any additional or other amounts against the Debtors respecting such cure amount.

3. **Method of Cure.** At the election of the Reorganized Debtors, any monetary defaults under each executory contract and unexpired lease to be assumed under this Plan shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code, in one of the following ways: (a) by payment of the default amount in Cash within thirty (30) Days after the Effective Date or such longer period ordered by the Bankruptcy Court; or (b) on such other terms and conditions as may be agreed to by the parties to such executory contract or unexpired lease. If a dispute occurs regarding: (x) the cure amount; (y) the ability of the applicable Debtor to provide adequate assurance of future performance under the contract or lease to be assumed; or (z) any other matter pertaining to the assumption, then the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of an Final Order resolving the dispute and approving the assumption. Notwithstanding any provision of an executory contract or unexpired lease to the contrary, assumption of any such contract or lease shall not require: (1) the delivery, reaffirmation, or assumption of any new or existing guaranty of a Debtor's obligations under such contract or lease; or (ii) the resolution of Claim whose treatment is provided for in this Plan. Notwithstanding anything herein to the contrary, the Debtors shall retain their respective right to reject any executory contract or unexpired lease that is subject to a dispute concerning the cure of any defaults until 30 days after such dispute is resolved by a Final Order

U. Insurance Policies

Notwithstanding anything herein to the contrary, as of the Effective Date, the Debtors shall assume (and assign to the Reorganized Debtors if necessary to continue the Insurance Policies in full force) each of the Insurance Policies appearing on the Assumed Executory Contract and Unexpired Lease List pursuant to section 365 of the Bankruptcy Code. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approve of the Debtor's foregoing assumption of each such insurance policy.

EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

V. Discharge

1. **Scope.** Except as otherwise provided in the Plan or Confirmation Order, in accordance with section 1141(d)(1) of the Bankruptcy Code, entry of the Confirmation Order acts as a discharge, effective as of the Effective Date, of all debts of, Claims against, liens on, and Interests in each of the Debtors, their assets or properties, which debts, Claims, liens and Interests arose at any time before the entry of the Confirmation Order. The discharge of the Debtors shall be effective as to each Claim, regardless of whether a proof of claim therefore was filed, whether the Claim is an Allowed Claim or whether the holder thereof votes to accept the Plan. On the Effective Date, as to every discharged Claim and Interest, any holder of such Claim or Interest shall be precluded from asserting against any Debtor formerly obligated with respect to such Claim or Interest, or against such Debtor's assets or properties, any other or further Claim or Interest based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date.

2. **Injunction.** In accordance with section 524 of the Bankruptcy Code, the discharge provided by this section and section 1141 of the Bankruptcy Code, inter alia, acts as an injunction against the commencement or continuation of any action, employment of process or act to collect, offset or recover the Claims and Interests discharged hereby.

3. **Release of Liens; Cancellation and Surrender of Instruments, Securities and Other Documentation.**

(a) *Turnover of Property.* Unless a particular Claim is reinstated, the Debtor may require that a Holder shall, on or immediately before the Effective Date: (1) turn over and release to the Debtors any and all property of the relevant Debtor that secures or purportedly secured such Claim; and (2) execute such documents and instruments as such Debtor or Reorganized Debtor requires to evidence such claimant's release of such property.

(b) *Release of Liens, etc.* On the Effective Date, except as expressly provided to be retained pursuant to the Plan, all mortgages, deeds of trust, liens or other security interests against the property of any Debtor will be fully released and discharged, and all of the right, title and interest of any Holder of such mortgages, deeds of trusts, liens or other security interests, including any rights to any collateral thereunder, will revert to the applicable Reorganized Debtor. Unless expressly provided for herein, each holder of any Allowed Claim shall surrender to the Reorganized Debtors any note, instrument, or certified security evidencing such Claim. No Distribution hereunder shall be made to or on behalf of any holder of a Claim

unless and until such holder executes and delivers to the relevant Debtor or Reorganized Debtor such release of liens or other items described above, or demonstrates non-availability of such items to the satisfaction of the Reorganized Debtors, including requiring such holder to post a lost instrument or other indemnity bond. The Reorganized Debtors reasonably may require the Holder of any such Claim to hold the Reorganized Debtors harmless up to the amount of any Distribution made in respect of such unavailable note, instrument, document, certificate, agreement, certified security or other item evidence such Claim. Any such holder that fails to execute and deliver such release of liens or other items described above or satisfactorily explain their non-availability to the Reorganized Debtors within 180 days of the Effective Date shall be deemed to have no further Claim against the Debtors, the Reorganized Debtors, or their property in respect of such Claim and shall not participate in any Distribution hereunder, and the Distribution that would otherwise have been made to such holder shall be treated as Unclaimed Property; provided that any such Holder of a Disputed Claim shall not be required to execute and deliver such release of liens until the time such Claim is Allowed or Disallowed. To the extent any holder of a Claim fails to release the relevant liens as required above, the Reorganized Debtors may act as attorney-in-fact, on behalf of the holders of such liens, to provide any releases as may be required in connection with the Plan.

4. **Satisfaction of Claims and Interests in any Debtor.** The treatment to be provided for respective Allowed Claims or Interests in each Debtor pursuant to this Plan shall be in full satisfaction, settlement, release and discharge of such respective Claims or Interests.

W. Revesting and Vesting of Property.

Except as otherwise provided in this Plan, on the Effective Date, all property comprising the estates of the Debtors shall vest in the applicable Reorganized Debtor, free and clear of all claims, liens, charges, encumbrances and interests of creditors (except to the extent that such claims, liens, charges, encumbrances and/or interests have been reinstated, or as otherwise expressly provided for herein).

X. Survival of Certain Indemnification Obligations

Except as otherwise specifically provided in this Plan, the obligations of the Debtors to indemnify individuals who serve or since the Petition Date served as their respective directors, officers, agents, employees, representatives, and others, including (without limitation) professional persona retained by and Debtor, pursuant to such Debtor's respective certificates of incorporation, by-laws, applicable statutes and pre-confirmation agreements in respect of all present and future actions, suits and proceedings against any of such officers, directors, agents, employees, representatives, and others, including (without limitation) professional persons retained by any Debtor (in their capacities as such), based upon any act or omission related to service with, for, or on behalf of any of the Debtors before or after the Petition Date as such obligations were in effect at the time of any such act or omission, shall not be discharged or impaired by confirmation or consummation of this Plan but shall survive unaffected by the reorganization contemplated by this Plan and shall be performed and honored by each respective Debtor or Reorganized Debtor regardless of such confirmation, consummation, and reorganization; *provided, however*, that indemnification obligations based on any act or omission that occurred prior to the Petition Date shall be discharged by consummation of this Plan, but

such discharge shall not affect the right of any indemnified Person to: (a) recover under available director and officer insurance coverage (but, for the avoidance of doubt, any claim of such Person to which an insurer may be subrogated is not exempt from discharge); and (b) to use such indemnification obligation as a defense or offset against any claim asserted against such indemnified Person.

Y. Limitation of Liability

NEITHER THE DEBTORS, REORGANIZED DEBTORS, PRESENT AND FORMER OFFICERS AND DIRECTORS OF THE DEBTORS, EMPLOYEES, MEMBERS, AGENTS, REPRESENTATIVES, ATTORNEYS, ADVISORS, FINANCIAL ADVISORS, ACCOUNTANTS AND INVESTMENT BANKERS, EXCLUDING RANDY M. LONG AS IT RELATES EXCLUSIVELY TO NORTHERN TRUST BANK, N.A. AND WELLS FARGO DEALERS SERVICES, INC. f/k/a WACHOVIA DEALER SERVICES, INC. (IN EACH INSTANCE ACTING IN SUCH CAPACITY), SHALL HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY ACTION TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR RELATED TO THE FORMULATION, NEGOTIATION, PREPARATION, DISSEMINATION, IMPLEMENTATION, CONFIRMATION, OR CONSUMMATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY CONTRACT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO, OR ANY OTHER ACTION TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH THE PLAN OR THE CHAPTER 11 CASES, AND ALL CLAIMS BASED UPON OR ARISING OUT OF SUCH ACTIONS OR OMISSIONS SHALL BE FOREVER WAIVED AND RELEASED; *PROVIDED, HOWEVER*, THAT THIS SECTION SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY: (a) THAT OTHERWISE WOULD RESULT FROM ANY ACTION OR OMISSION TO THE EXTENT THAT SUCH ACTION OR OMISSION IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT; and (b) TO THE EXTENT OF ANY RECOVERIES FOR A PREPETITION CLAIM AGAINST A RELEASED PARTY THAT MAY BE OBTAINED AGAINST A THIRD-PARTY INSURER (BUT, FOR THE AVOIDANCE OF DOUBT, ANY CLAIM TO WHICH AN INSURER MAY BE SUBROGATED SHALL REMAIN SUBJECT TO THIS RELEASE).

Z. Release and Waiver of Claims

1. **Releases of Holders of Claims or Interests.** The following releases and waiver shall be valid, binding, and enforceable and shall supplement any benefits from sections 524 and 1141 of the Bankruptcy Code to the Debtors or Reorganized Debtors and to other parties involved in these Chapter 11 Cases:

AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, NONE OF THE DEBTORS, REORGANIZED DEBTORS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THEIR RESPECTIVE PRESENT OR FORMER DIRECTORS, OFFICERS, EMPLOYEES, PREDECESSORS, SUCCESSORS, MEMBERS, AGENTS, REPRESENTATIVES, ATTORNEYS, ADVISORS, FINANCIAL ADVISORS, ACCOUNTANTS, AND INVESTMENT BANKERS (IN EACH INSTANCE ACTING IN SUCH CAPACITY)

(COLLECTIVELY THE “RELEASED PERSONS”) AND ANY PERSON CLAIMED TO BE LIABLE DERIVATIVELY THROUGH ANY RELEASED PERSON, SHALL HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY CLAIM, OBLIGATION, RIGHT, CAUSE OF ACTION OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF ANY ALLEGED FIDUCIARY OR OTHER DUTY AND THE AVOIDANCE OF PREFERENCES OR FRAUDULENT CONVEYANCES OR ANY DERIVATIVE CLAIMS) WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, BASED IN WHOLE OR IN PART, ON ANY ACT OR OMISSION, TRANSACTION OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE IN ANY WAY RELATING TO THE DEBTORS, THE CHAPTER 11 CASES, OR THE PLAN; AND ALL CLAIMS BASED UPON OR ARISING OUT OF SUCH ACTIONS OR OMISSIONS SHALL BE FOREVER WAIVED AND RELEASED (OTHER THAN THE RIGHT TO ENFORCE THE DEBTORS’ OR THE REORGANIZED DEBTORS’ OBLIGATIONS UNDER THE PLAN, AND THE CONTRACTS, INSTRUMENTS, NOTES, RELEASES, AGREEMENTS AND DOCUMENTS DELIVERED UNDER ANY SUCH PLAN); *provided, however*, THAT NO RELEASE PROVIDED UNDER THE PLAN SHALL AFFECT THE LIABILITY OF ANY PERSON: (a) THAT OTHERWISE WOULD RESULT FROM ANY ACTION OR OMISSION TO THE EXTENT THAT SUCH ACTION OR OMISSION IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT; and (b) TO THE EXTENT OF ANY RECOVERIES FOR A PREPETITION CLAIM AGAINST A RELEASED PARTY THAT MAY BE OBTAINED AGAINST A THIRD-PARTY INSURER (BUT, FOR THE AVOIDANCE OF DOUBT, ANY CLAIM TO WHICH AN INSURER MAY BE SUBROGATED SHALL REMAIN SUBJECT TO THIS RELEASE); and *provided further, however*, THAT NOTWITHSTANDING THE RELEASES PROVIDED UNDER THE PLAN, ANY CLAIM ASSERTED AGAINST THE REORGANIZED DEBTORS PURSUANT TO SECTION 7.3 OF THIS PLAN SHALL REMAIN SUBJECT OT ANY RIGHT OF SET-OFF THAT OTHERWISE WOULD BE AVAILABLE TO ANY OF THE DEBTORS OR THE REORGANIZED DEBTORS IN THE ABSENCE OF ANY SUCH RELEASE.

2. **Injunction Related to Releases.** As further provided in section 7.1(ii) of the Plan, the Confirmation Order will permanently enjoin the commencement or prosecution by any entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, demands, debts, rights, causes of action or liabilities released pursuant to the Plan.

AA. Retention and Enforcement of Claims

Except as otherwise provided in this Plan, all Causes of Action and Avoidance Actions are preserved and reserved for later adjudication in accordance with this Plan, and therefore no preclusion doctrine, claim preclusion, estoppels (judicial, equitable or otherwise) or laches will apply to those Claims or Causes of Action on or after the Confirmation Date or the Effective Date of this Plan. The failure to specifically list or otherwise identify an Avoidance Claim or Cause of Action in this Plan or the Disclosure Statement: (i) is not intended to effect, and to the extent permitted by law will not be deemed to effect a release or waiver of such Avoidance Claim or Cause of Action; and (ii) is not intended to impair, and to the extent permitted by law will not impair, the Reorganized Debtors’ right to *pursue such an Avoidance Claim or Cause of Action*.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

BB. Modification and Amendments

Except as otherwise specifically provided in the Plan, the Debtors reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1125 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, each of the Debtors expressly reserves its respective rights to revoke or withdraw, or, to alter, amend, or modify materially the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article VIII.

CC. Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolution under Bankruptcy Rule 3019.

DD. Revocation or Withdrawal of the Plan

Debtors reserve the right to revoke or withdraw the Plan prior to the Effective Date and to file subsequent plans of reorganization, *provided, however*, nothing herein shall waive, abdicate, absolve or release the Debtors from liability or obligations, if any, under the Fifth Third Loan Agreements. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void in all respects; and (3) nothing contained in the Plan or Disclosure Statement shall: (a) constitute a waiver or release of any Claims or Interests in any respect; (b) prejudice in any manner the rights of such Debtor or any other Entity in any respect; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity in any respect.

CONDITIONS TO CONFIRMATION AND EFFECTIVE DATE

EE. Conditions Precedent to Confirmation

It shall be a condition to Confirmation hereof that the following provisions, terms and conditions shall have been satisfied or waived pursuant to the provisions section 9.3 of Article IX:

1. The Bankruptcy Court shall have entered a Final Order, in form and substance acceptable to the Debtors, approving the Disclosure Statement with respect to the Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code; *provided, however*, that the order approving the Disclosure Statement will be deemed to be a Final Order even if an appeal has been or may be taken, or a petition for certiorari has been or may be filed, and not been resolved so long as the Confirmation Order has not been reserved, stayed, modified or amended.

2. All provisions, terms and conditions hereof shall have been approved in the Confirmation Order, which shall be reasonably satisfactory in form and substance to Debtors.

FF. Conditions Precedent to Effective Date

It shall be a condition to the Effective Date that the following provisions, terms and conditions shall have been satisfied or waived pursuant to section 9.3 of Article IX.

1. The Confirmation Order, which shall include a finding by the Bankruptcy Court that any Plan Securities to be issued on the Effective Date will be authorized and exempt from any taxes pursuant to section 1146(a) of the Bankruptcy Code and otherwise reasonably satisfactory in form and substance to the Debtors, shall be a Final Order; *provided* that the Confirmation Order will be deemed to be a Final Order even if an appeal has been or may be taken, or a petition for certiorari has been or may be filed, and not been resolved so long as the Confirmation Order has not been reserved, stayed, modified or amended.

2. Any amendments or modifications to the Plan made after the entry of the Confirmation Order shall be reasonably satisfactory in form and substance to the Debtors.

3. All of the schedules, documents, supplements and exhibits to the Plan, including any Plan Supplement, shall have been filed in form and substance acceptable to the Debtors.

4. The Debtors shall have executed and delivered appropriate definitive documentation regarding the Exit Facility Agreement and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof.

5. All material governmental, regulatory and third party licenses, approvals, waivers and/or consents in connection with the terms of this Plan shall have been obtained and shall remain in full force and effect and there shall exist no claim, action, suit, investigation, litigation or proceedings, pending or threatened in any court or before any arbitrator or governmental instrument, which would prohibit the transactions contemplated herein.

GG. Waiver of Conditions to Confirmation Date and Effective Date

The conditions to Confirmation of the Plan and the conditions to the occurrence of the Effective Date set forth in Article IX may, in each case, be waived at may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan. However, the for avoidance of doubt, entry of the Confirmation Order may not be waived.

HH. Effect of Nonoccurrence of the Conditions to Effective Date

If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests or any other Entity; or (3) constitute an admission, acknowledgement, offer or understanding by the Debtors, any Holders of Claims or Interests or any other Entity in any respect.

ADMINISTRATIVE PROVISIONS

II. Retention of Jurisdiction.

Provided that the following neither expands no reduces the Bankruptcy Court's subject matter jurisdiction or the jurisdiction of any other court or regulatory body beyond that allowed for the Chapter 11 Cases by applicable law, notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. Allow, disallow, subordinate, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim, of any request for the payment or distribution on account of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code, and of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. Resolve any matters related to: (a) the assumption, assumption and assignment, or rejects of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article VI hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executor or unexpired;

4. Ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;

5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications

involving a Debtor that may be pending on the Effective Date or may be instituted by the Reorganized Debtors prior to or after the Effective Date;

6. Adjudicate, decide, or resolve any and all matters related to Causes of Action;

7. Adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

8. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or Disclosure Statement;

9. Enter and enforce any order for the sale of property pursuant to section 363, 1123, or 1146(a) of the Bankruptcy Code;

10. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

11. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

12. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

13. Here and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including any disputed relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

14. Resolve any cases, controversies, suits, disputes or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for Claims paid by third parties.

15. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

16. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or Disclosure Statement;

17. Enter an order or final decree concluding or closing the Chapter 11 Cases;

18. Adjudicate any and all disputes arising from or relating to the distributions under the Plan;

19. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

20. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

21. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

22. Enforce all orders previously entered by the Bankruptcy Court; and

23. Hear any other matter not inconsistent with the Bankruptcy Code.

JJ. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Florida, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; provided, however, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in Florida shall be governed by the laws of the state of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

KK. Immediate Binding Effect

Subject to Article IX hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and to the extent necessary any Plan Supplement, shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

LL. Amendments and Additional Documents.

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to the Plan

and all other parties interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or appropriate to effectuate the provisions and intent of the Plan.

MM. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

NN. Service of Documents

After the Effective Date, any pleading, notice or other document required by the Plan to be served on or delivered to the Reorganized Debtors shall be served on:

Daniel A. DeMarco
Christopher B. Wick
HAHN LOESER & PARKS LLP
200 Public Square, Suite 2800
Cleveland, Ohio 44114
Telephone: (216) 621-0150
Facsimile: (216) 241-2824
E-mail: dademarco@hahnlaw.com
cwick@hahnlaw.com

After the Effective Date, the Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

OO. Severability

If, prior to the Effective Date, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall be deemed to provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without Debtors' consent; and (3) non-severable and mutually dependent.

PP. Confirmation Order and Plan Control

To the extent the Confirmation Order and/or this Plan is inconsistent with the Disclosure Statement, any other agreement entered into between or among any Debtor(s), or any of them and any third party, this Plan shall control. To the extent of any inconsistencies between this Plan and the Confirmation Order, the Confirmation Order shall control.

QQ. Payment of Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court, shall be paid for each quarter (including any fraction thereof) until the first to occur of the Chapter 11 Cases being converted, dismissed, or closed.

RR. Time

Unless otherwise specified herein, in computing any period of time prescribed or allowed by the Plan, the Day of the act or event from which the designated period begins to run shall not be included. The last Day of the period so computed shall be included, unless it is not a Business Day, in which event the period runs until the end of next succeeding Day that is a Business Day. Otherwise, the provisions of Bankruptcy Rule 9006 shall apply.

SS. Continuation of Injunctions and Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan and Confirmation Order shall remain in full force and effect in accordance with their terms.

TT. Section 1146 Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, no issuance, transfer or exchange of any security, transfer of any property, or making, delivery, filing or recording of any instrument of transfer, in each case in contemplation of, in connection with or pursuant to the Plan (including, for this purpose, in connection with the Exit Facility Agreement and other documents related to the transactions described in Article V shall be subject to any recording tax, stamp tax, transfer tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfer of property without the payment of any such tax or governmental assessments. Such exemption specifically applies, without limitation, to (1) the creation of any mortgage, deed of trust, Lien or other security interest, (2) the making or assignment of any lease or sublease, (3) and the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including but not limited to: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation or dissolution; (c) deeds; or (d) assignments executed in connection with any transaction occurring under the Plan.

UU. Entire Agreement

Except as otherwise indicated, the Plan and to the extent necessary any Plan Supplement, supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

VV. Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall have entered the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan or the Disclosure Statement, shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims and Interests prior to the Effective Date.

WW. Rules of Construction

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan, any Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-documents portion of the Plan shall govern and control. Any terms used herein that is not defined herein shall have the meanings ascribed to any such term used in the Bankruptcy Code and or the Bankruptcy Code, if used therein.

ARTICLE VIII.
FINANCIAL PROJECTIONS

With the assistance of The Parkland Group (the Debtors' financial advisor), the Debtors are developing a set of financial projections (the "Financial Projections") to assess, in general terms, the value of the Reorganized Debtors and, specifically, to determine: (x) the amount of Cash that would be available to make Distributions under the Plan, including the limited Cash Distribution available to holders of Claim, and (y) the Reorganized Debtors' ability to satisfy their Post-Effective Date Obligations. The Financial Projections are not sufficiently complete, as of the date of this Disclosure Statement, for complete summary below or for attachment as an exhibit to this Disclosure Statement. Accordingly, sufficiently in advance of the Confirmation Hearing, such material will be filed with the Bankruptcy Court as **Exhibit C** to this Disclosure Statement (as will any supplemental disclosure relating thereto, if and to the extent appropriate). The below summary is qualified in its entirety by reference to the materials to be attached as **Exhibit C**.

The fiscal year of the Debtors ends on December 31st, and it is anticipated that, for the projection period utilized in the Financial Projections, the fiscal year of each Reorganized Debtor will end at that same time.

THE FINANCIAL PROJECTIONS ARE BASED UPON A NUMBER OF SIGNIFICANT ASSUMPTIONS, INCLUDING (AMONG OTHER THINGS) THE SUCCESSFUL REORGANIZATION OF THE DEBTORS. ACTUAL OPERATING RESULTS AND VALUES LIKELY WILL VARY.

A. Financial Projections.

1. Overview.

As a condition to confirmation of a reorganization plan, the Bankruptcy Code requires, among other things, that a bankruptcy court determine that confirmation is not likely to be followed by the liquidation of the debtor or the need for further financial reorganization of the debtor. This requirement is referred to as a feasibility requirement. In connection with the development of the Plan, and for purposes of determining whether the Plan satisfies this feasibility requirement, management of the Debtors, through the development of the Financial Projections, has analyzed the Debtors' ability to meet their obligations under the Plan and to maintain sufficient liquidity and capital resources to conduct their business subsequent to their emergence from chapter 11. The Financial Projections also have been prepared to assist holders of Allowed Claims entitled to vote on the Plan in determining whether to accept or reject the Plan.

The Financial Projections should be read in conjunction with the assumptions and qualifications set forth in this Disclosure Statement and in the materials to be attached as **Exhibit C**. The Financial Projections were prepared in good faith based upon assumptions believed to be reasonable at the time of such preparation. The Financial Projections have been based, in part, on economic, competitive, and general business conditions prevailing at the time

of preparation. Any changes in these conditions since that time, or in the future, may materially impact the Debtors' ability to achieve the Financial Projections.

THE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARDS COMPLYING WITH THE GUIDELINES FOR PROSPECTIVE FINANCIAL STATEMENTS PUBLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS. NO INDEPENDENT ACCOUNTANT HAS PARTICIPATED IN THE PREPARATION OF THE FINANCIAL PROJECTIONS OR EXPRESSED AN OPINION OR ANY OTHER FORM OF ASSURANCE WITH RESPECT THERETO.

Unless the Bankruptcy Court otherwise requires, the Debtors do not intend to, and disclaim any obligation to, furnish updated projections to holders of any Claims against or Interests in the Debtors, except for the reporting obligation under the Exit Facility.

The Financial Projections necessarily have been based on a variety of estimates and assumptions that were considered reasonable by the Debtors during the preparation of those projections. Even so, the Financial Projections, like all financial projections, inherently are subject to a variety of uncertainties and contingencies, many of which are beyond the control of the Debtors. Consequently, no assurance can be given that the results indicated in the Financial Projections ultimately will be realized, and the discrepancy between projected results and actual results may be adverse and material.

Furthermore, the Financial Projections include assumptions as to the estimated enterprise value of the Reorganized Debtors and the fair value of their assets and their actual liabilities as of the Effective Date. That determination was made using data reasonably current at the time the Financial Projections prepared. In the event that the Debtors need to demonstrate any such valuation in connection with the Confirmation Hearing, the Debtors reserve the right to utilize more recent information in connection with that demonstration.

2. Scope of Financial Projections.

The Financial Projections include projections of the financial performance of the Reorganized Debtors for the period through the end of 2015 (the "Projection Period"). The financial information and projections to be attached as **Exhibit C** to this Disclosure Statement including for each fiscal year in the Projection Period pro forma projected consolidated balance sheets, pro forma projected consolidated income statements and pro forma projected consolidated statements of cash flow. They are based on the assumption that the Plan will be confirmed by the Bankruptcy Court and, for projection purposes, that the Effective Date under the Plan will occur during the fourth quarter of FY 2011.

3. Summary of Significant Assumptions.

If the Plan is not confirmed and consummated, there can be no assurance that the Chapter 11 Cases will continue, rather than be converted into a liquidation under chapter 7 of the Bankruptcy Code, or that any alternative plan of reorganization would be on terms at least as favorable to the holders of the impaired Claims and Interests as the terms contained in the Plan. If a liquidation were to occur, there is a risk that the value of the Debtors' assets could decline. Information regarding the estimated valuation of the Debtors' assets in a liquidation scenario is

to be set forth in the liquidation analysis the Debtors are developing. However, that analysis is not sufficiently complete, as of the date of this Disclosure Statement, for attachment as an exhibit to this Disclosure Statement. Accordingly, sufficiently in advance of the Disclosure Statement Hearing, such liquidation analysis will be filed with the Bankruptcy Court as **Exhibit D** to this Disclosure Statement (as will any supplemental disclosure relating thereto, if and to the extent appropriate).

ARTICLE IX.
CERTAIN RISK FACTORS TO BE CONSIDERED

HOLDERS OF CLAIMS AGAINST THE DEBTORS THAT ARE ENTITLED TO VOTE ON WHETHER TO ACCEPT OR REJECT THE PLAN SHOULD CONSIDER CAREFULLY THE RISK FACTORS SET FORTH BELOW, ALONG WITH THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT (AND THE DOCUMENTS DELIVERED TOGETHER HERewith AND/OR INCORPORATED HEREIN BY REFERENCE), PRIOR TO VOTING WHETHER TO ACCEPT OR REJECT THE PLAN. THESE RISK FACTORS ARE NOT NECESSARILY THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION.

A. Projected Financial Information.

The Financial Projections to be included in this Disclosure Statement, and the estimated valuations to be contained herein and based in part on the Financial Projections, are dependent upon the successful implementation of the Reorganized Debtors' business plan and the validity of the assumptions contained therein. Those projections reflect numerous assumptions, including, without limitation, confirmation and consummation of the Plan in accordance with its terms, the Reorganized Debtors' anticipated future performance, the future performance of the petroleum industry, certain assumptions with respect to the Reorganized Debtors' competitors, general business and economic conditions, and other matters. Many or most of those matters are beyond the control of the Reorganized Debtors. In addition, unanticipated events and circumstances occurring subsequent to the preparation of the Financial Projections may affect the Reorganized Debtors' actual financial results. Although the Reorganized Debtors believe that the Financial Projections are reasonably attainable, variations between the actual financial results and those projected may occur and, if they do occur, they may be material and adverse.

B. Risks Related to the Debtors' Business and Operations.

1. Marketing and Competition.

The Debtors operate in an intensely competitive industry comprising a large number of alternative providers, including national and regional entities. The Debtors consider their principal competitors to be petroleum and fuel suppliers in Southwest Florida and the southern region of the United States. Price and reliable service are the most important aspects of competition, and the competitive environment is often affected by factors beyond a particular operator's control, including changes in the wholesale cost of gasoline, population and traffic patterns and economic conditions. Many of the Debtors' competitors have greater financial resources. It cannot be certain that the Debtors will be able to compete successfully against their competitors in the future or that competition will not have a material adverse effect on the Debtors' operations or earnings.

If the Debtors' competitors respond to the continuing economic recession, or to any further adverse economic changes, by adopting or expanding discount pricing strategies, it could have the effect of drawing customers away, thereby reducing sales and further pressuring

margins. Because certain elements of the Debtors' cost structure are fixed in nature, particularly over shorter time horizons, changes in marginal sales volume can have a more significant impact on the Debtors' profitability than for a business operating in a more variable cost structure. Were the Reorganized Debtors to implement price discounts and/or promotions in response to these conditions, the Reorganized Debtors' margins could be reduced. The expense reduction program implemented by the Debtors shortly after the commencement of the Chapter 11 Cases was undertaken in recognition of, among other things, the opportunity the Chapter 11 Cases would be providing to the Debtors to address certain of these fixed costs.

2. Vendors; Raw Material Costs.

The Debtors are dependent on timely deliveries of petroleum products and lubricants. The cost, availability and quality of the products are subject to a range of factors, many of which are beyond the Debtors' control. For example, fluctuations in weather, supply and demand, as well as economic and political conditions, and the terms available to and offered by Debtors' suppliers could adversely affect the cost, availability and quality of products. The Debtors may not be able to recover increased costs through price increases, because competition may limit the ability to implement those increases or may preclude them entirely. If service or the ability to provide products declines due to the lack of availability, or due to interruptions in the flow of products and similar factors, customer traffic may decline and negatively affect the Debtors' results of operations. In addition, the Debtors' suppliers typically provide trade credit in connection with Reorganized Debtors' purchases.

The Debtors currently do not engage in futures contracts or other financial risk management strategies with respect to potential price fluctuations in the cost of products and other supplies, which they purchase at prevailing market or contracted prices. The Reorganized Debtors' inability to obtain requisite quantities of petroleum on favorable terms would adversely affect their ability to provide the items that are central to their business, and the highly competitive nature of the industry may limit the ability of the Reorganized Debtors to pass increased costs on to their customers, which could reduce their gross margins. If the Reorganized Debtors were to raise their prices due to inflation, they could lose customers.

3. Seasonality and Major World Events.

The Debtors' sales volume fluctuates seasonally. Sales are generally higher in the school year months and lower in the summer months. As is the case with all petroleum supply and delivery companies, weather conditions can have a strong influence on the Debtors' business. Increases in gasoline prices also have had, and will continue to have, a negative impact on the Debtors' business by decreasing customers' discretionary spending. Major world developments, and other significant events, also could distract customers from traditional spending patterns, to the detriment of the Reorganized Debtors' business.

The price and availability of the petroleum products that the Debtors purchase, which is influenced in large part by demand, capacity and energy costs (especially gasoline prices), significantly affect the Debtors' business. Fluctuating oil and other energy costs, like those experienced in the last few years, could continue to adversely affect the Reorganized Debtors' costs. The Reorganized Debtors may not be able to offset price increases, in whole or in part,

through price increases and operating efficiencies; and the Reorganized Debtors' inability to do so may affect their business materially and adversely.

4. **Environmental Laws.**

The Debtors are subject to federal, state and local laws, regulations and ordinances relating to the protection of the environment, including those that govern the cleanup of contaminated sites and activities or operations that may have adverse environmental effects, such as discharges to air and water, as well as handling and disposal practices for solid and hazardous wastes. These laws and regulations may impose liability for the costs of cleaning up, and damage resulting from, sites contaminated by past spills, disposals or other releases of hazardous materials. The Reorganized Debtors could incur such liabilities, including resulting cleanup costs, regardless of whether the Reorganized Debtors lease or own the land in question and regardless of whether such environmental conditions were created by the Reorganized Debtors or resulted from historical operations of a prior owner or tenant or other third parties. Significant expense could also arise in relation to governmental regulations involving the handling and storage of hazardous materials, response planning for environmental contingencies and the reporting of environmentally related occurrences.

5. **Risk of Negative Publicity.**

Like other petroleum-based market companies, the Debtors are, from time to time, faced with negative publicity relating to the increased cost of gasoline and environmental issues associated with the petroleum industry. Adverse publicity may negatively affect the Reorganized Debtors, regardless of whether the allegations are valid or whether the Reorganized Debtors are liable or whether they pertain to the Debtors in particular or only their industry in general. In addition, the negative impact of adverse publicity relating to one petroleum industry based entity may extend beyond the entity involved to affect some of the Reorganized Debtors.

6. **Complaints or Litigation.**

From time to time, the Debtors may be subject to employee claims alleging injuries, wage and hour violations, discrimination, harassment or wrongful termination, as well as customer and third party claims. In recent years, the Debtors have been able to avoid such allegations. Regardless of whether any claims against the Reorganized Debtors are valid or whether they are ultimately determined to be liable, claims may be expensive to defend and may divert time and money away from the Reorganized Debtors' operations and hurt the Reorganized Debtors' financial performance. A significant judgment for any claim(s) could materially adversely affect the Reorganized Debtors' financial condition or results of operations.

7. **Goodwill and Intangible Assets.**

The Debtors are required to evaluate goodwill and other intangibles for impairment whenever changes in circumstances indicate that the carrying amount may not be recoverable from estimated future cash flows or at least annually. This evaluation requires the use of projections of future cash flows from the reporting segment. These projections are based on growth rates, anticipated future economic conditions, the appropriate discount rates relative to risk and estimates of residual values. If changes in growth rates, future economic conditions,

discount rates or estimates of residual values were to occur, goodwill and other intangibles may become impaired. This could result in material charges that could be adverse to the Reorganized Debtors' operating results and financial position.

C. Financial Risks.

The Reorganized Debtors' working capital needs and letter of credit requirements are anticipated to be funded by the Exit Facility. The credit agreement establishing the Exit Facility will be in substantially the form attached as an exhibit to the Plan Supplement. It is likely that credit agreement will include, among other things, restrictions on the Reorganized Debtors' ability to incur additional indebtedness, consummate certain asset sales, create liens on assets, make investments, loans or advances, consolidate or merge with or into any other Person or convey, transfer or lease all or substantially all of their assets or change the business to be conducted by them. The Exit Facility also will contain specific financial covenants, as well as customary events of default. A breach of any of those covenants could result in a default under the Exit Facility. It also is anticipated that substantially all of the assets of the Reorganized Debtors will be pledged as security under the Exit Facility.

Based on the Reorganized Debtors' level of secured funded indebtedness, the treatment accorded general unsecured creditors under the Plan, and other factors affecting the Reorganized Debtors of their business, one or more suppliers, including suppliers material to the business of the Reorganized Debtors, could decline to continue shipping products to the Reorganized Debtors or, as a condition to such shipments, could require more restrictive payment terms than had existed previously. The occurrence of the foregoing could affect the Reorganized Debtors in a material and adverse manner.

There can be no assurance that the Reorganized Debtors will be able to generate sufficient cash flow from operations to enable them, along with the availability under the Exit Facility, to maintain operations at a sufficient level, or to repay their indebtedness as such indebtedness becomes due and payable; and the Reorganized Debtors may not be able to extend the maturity of or refinance such indebtedness on commercially reasonable terms or at all.

D. Certain Bankruptcy Law Considerations.

1. Risk of Non-Confirmation of the Plan.

Although the Debtors believe that the Plan satisfies all of the requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion. Moreover, there can be no assurance that modifications of the Plan will not be required for confirmation, or that any such modifications would not necessitate the re-solicitation of vote to accept the modified Plan.

2. Risk of Non-Occurrence of the Effective Date.

Although the Debtors believe that the Effective Date will occur prior to _____, 2012, there can be no assurance as to such timing or that the conditions to the Effective Date, as contained in the Plan, will occur on a timely basis or at all.

ARTICLE X.
CONFIRMATION PROCEDURE

Under the Bankruptcy Code, the following steps must be taken to confirm the Plan:

A. Solicitation of Votes.

In accordance with sections 1126 and 1129 of the Bankruptcy Code, the Claims and Interest in eight of the Classes of the Plan are Impaired. Those Classes are Class 3 (Alleged Deficiency Claim of Fifth Third Bank); Class 4 (General Unsecured Trade Claims); Class 5 (Deficiency Claims Relating to Automotive Assets); Class 6 Deficiency Claims Relating to Nautical Assets; Class 7 (Interests in the Debtors); Class 8 (Deficiency Claims Relating to Octane, LLC); Class 9 (Intercompany Claims); and Class 10 (Long Time Insurance Company's Claim against RML). However, only the Holders of Allowed Claims in four of those Classes (Classes 3 through 6) are entitled to vote to accept or reject the Plan. Holders of Claims and Interest in Classes 7 through 10 are Impaired and deemed to have rejected the Plan; and, therefore, are not entitled to vote to accept or reject the Plan. Further, the Claims in Class 1 and Class 2 are Unimpaired and are conclusively presumed to have accepted the Plan; and, therefore, they are not entitled to vote to accept or reject the Plan.

The Debtors are permitted to dispense with the mailing of any Solicitation Packages, Confirmation Hearing Notices or Notices of Non-Voting status, as applicable, to any and all addresses and to any and all persons and entities to which previous mailing attempts were returned by the United States Postal Service as undeliverable or returned for similar reasons, including, without limitation, that the person or entity has moved and failed to provide a forwarding address or the forwarding address provided has expired, unless the Debtors were provided with an accurate address prior to the Record Date

As to Classes of Claims entitled to vote on the Plan, section 1126(c) of the Bankruptcy Code defines "acceptance" of a reorganization plan by a class of creditors as acceptance by holders of at least two-thirds in dollar amount (commonly referred to as the "aggregate claim amount" requirement) and more than one-half in number (commonly referred to as the "numerosity" requirement) of the Claims of that class that have timely voted to accept or reject a plan.

A vote on acceptance or rejection of a reorganization plan may be disregarded if the bankruptcy court determines, after notice and a hearing, that acceptance or rejection was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

Any Claim to which an objection or request for estimation is pending, or which is on the Schedules is reflected as unliquidated, disputed or contingent and for which no proof of claim has been filed, is not entitled to vote on whether to accept or reject the Plan unless the Holder of such Claim has obtained an order of the Bankruptcy Court temporarily allowing such Claim for the purpose of voting on the Plan. In addition, the Debtor propose that Ballots cast by alleged creditors of the Debtors whose Claims (x) are not listed in the Debtors' Schedules of assets and liability or (y) are listed in those Schedules as contingent, unliquidated, unknown, undetermined,

or disputed, and for which no proof of claim was timely filed with the Court or GCG (or otherwise deemed timely filed by the Court), will not have their Ballots counted.

B. The Confirmation Hearing.

The Bankruptcy Court requires that a bankruptcy court, after notice, hold a confirmation hearing prior to determining whether to confirm the proposed plan of reorganization. In the case of the Chapter 11 Cases, the Confirmation Hearing in respect of the Plan has been scheduled for _____, 2012 at 10:00 a.m., prevailing Eastern Time, before the Honorable Barry S. Schermer at the United States Bankruptcy Court for the Middle District of Florida, Fort Myers Division, 2110 First Street, Fort Myers, Florida 33901. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice expect for an announcement of the adjourned date made at the Confirmation Hearing. Any objection to confirmation must be made in writing and specify in detail the name and address of the objector, all grounds for such objection, and the amount of the Claim(s) or Interests held by the objector. Any such objection must be filed with the Bankruptcy Court and served so that it is received by the Bankruptcy Court, the Office of the United States Trustee and Debtor's counsel on or before _____, 2012 at 4:00 p.m., prevailing Eastern Time. Objections to confirmation of the Plan are governed by Bankruptcy Rule 9014 and orders of the Bankruptcy Court.

C. Confirmation

At the Confirmation Hearing, the Bankruptcy Court will confirm the Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met. Among those requirements are that the Plan is (i) accepted by all Impaired Classes of Claims and Interests (or, if rejected by an Impaired class, that the plan "does not discriminate unfairly" and is "fair and equitable" as to such Class), (ii) feasible, and (iii) in the "best interest" of creditors and interest holders that are Impaired under the Plan. These three concepts are described below.

1. Acceptance.

Under the Bankruptcy Code, certain Classes are not entitled to vote to accept or reject a proposed plan because those Classes are conclusively presumed to have voted to accept that plan or are deemed to have rejected that plan. In the case of Class 1 (Miscellaneous Secured Claims) and Class 2 (Prepetition Alleged Secured Claim of Fifth Third Bank), they are Unimpaired under the Plan and, therefore, are conclusively presumed to have accepted the Plan. In the case of Classes 7 through 10, those Classes are deemed to reject the Plan because, under the Plan, those Classes are Impaired and the members of those Classes will receive no Distribution or be entitled to retain any property on account of those Claims or Interests. Consequently, only Holders of Allowed Claims in Classes 3 through 6 are entitled to vote to accept or reject the Plan.

Because Classes 7 through 10 are Impaired and also are deemed to reject the Plan, the Debtors will seek nonconsensual confirmation of the Plan under section 1129(b) of the Bankruptcy Code, with respect to such Classes. In addition, the Debtors intend to seek the nonconsensual confirmation of the Plan under section 1129(b) of the Bankruptcy Code, so long as at least one (1) Class of Claims Impaired under the Plan has accepted the Plan (and which Class's acceptance is determined without inclusion of Claims of Insiders).

2. Confirmation Without Acceptance of All Impaired Classes.

Section 1129(b) of the Bankruptcy Code establishes a procedure to obtain the nonconsensual confirmation of a proposed plan. This procedure is known as a “cram down.” To obtain nonconsensual confirmation, it must be demonstrated to the bankruptcy court that the proposed plan (x) “does not discriminate unfairly” and (y) is “fair and equitable” with respect to each non-accepting class that is impaired under the proposed plan. The Debtors believe that the Plan does not discriminate unfairly, and they also believe it is fair and equitable.

(a) No Unfair Discrimination.

This test applies to classes of Claim or Equity Interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent, but that such treatment be fair. In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (e.g., classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly, and, accordingly, a plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

(b) Fair and Equitable Test.

This test applies to classes of different priority and status (e.g., secured vs. unsecured) and includes the general requirement that no Class of Claims receive more than 100% of the amount of the Allowed Claims in such Class. As to the dissenting Class, the test sets different standards depending on the type of Claims or Equity Interests in such Class:

(1) Secured Creditors. In the case of a class of secured creditors, either: (i) each Impaired creditor retains its liens securing its secured claim and receives on account of its secured claim deferred cash payments having a present value equal to the amount of its Allowed secured claim; or (ii) each Impaired secured creditor realizes the “indubitable equivalent” of its Allowed secured claim; or (iii) the property securing the claim is sold free and clear of Liens (with such Liens instead attaching to the proceeds of the sale and the treatment of such Liens on proceeds satisfying clause (i) or (ii) above. The Plan establishes on Class of Impaired secured Claims: Class 2 (Prepetition Senior Secured Claim of Fifth Third Bank). All of the Claims in that Class are held by Fifth Third Bank, which is anticipated to vote in favor of the Plan in accordance with the Exit Financing Term Sheet.

(2) Unsecured Creditors. In the case of a Class of unsecured creditors, either: (i) each Impaired unsecured creditor receives or retains under the proposed plan property of a value equal to the amount of its Allowed Claim; or (ii) the holders of Claims and Interests that are junior to the Claims or Interests of the particular non-accepting Class will not receive any property under the Plan. The Plan establishes seven Classes of Impaired unsecured Claims: Class 3 (Alleged Deficiency Claim of Fifth Third Bank); Class 4 (General Unsecured Trade Claims); Class 5 (Deficiency Claims relating to Automotive Assets); Class 6 (Deficiency Claims relating to Nautical Assets); Class 8 (Deficiency Claims relating to Octane, LLC); Class 9 (Intercompany Claims); and Class 10 (Long Time Insurance Company’s Claims against RML).

(3) Interests. In the case of a class of equity holders, either: (i) each holder of an Interest will receive or retain under the Plan property of a value equal to the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of its interest (whichever is highest); or (ii) the holder of an Equity Interest that is junior to the particular non-accepting class will not receive or retain any property under the Plan. The Plan establishes one Class of Impaired Interests (Class 7).

3. **Feasibility.**

For a reorganized plan to be confirmed, section 1129(a)(11) of the Bankruptcy Code requires that confirmation of that plan is not likely to be followed by the liquidation of the debtor, or by the need for further financial reorganization of that debtor. Based upon the Financial Projections, prepared by the Debtors and the Parkland Group, the Debtors believe the Plan satisfies this confirmation requirement. The Debtors have analyzed their ability to meet their obligations under the Plan and, based upon the Financial Projections to be attached as **Exhibit C** to this Disclosure Statement and the assumptions to be set forth therein, including (among other things) the anticipated liquidity to be provided under the proposed Exit Facility, the Debtors believe they will be able to make all Distributions required by the Plan and also will be able to fund their corporate and working capital needs going forward.

4. **Best Interests Test.**

For a reorganization plan to be confirmed, section 1129(a)(7) of the Bankruptcy Code requires, in general, with respect to each Impaired Class of Claims and Interests, that each holder of an Allowed Claim or Interest either (i) accept the Plan or (ii) receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the value such holder would so receive or retain if the Debtors instead were liquidated under chapter 7 of the Bankruptcy Code.

To determine what each holder of an Allowed Claim or Interest would receive if the Debtors were to be liquidated under chapter 7, the Bankruptcy Court must determine the dollar amount that would be generated from the liquidation of the Debtors' assets in the context of a chapter 7 liquidation case. The Cash amount that would be available for satisfaction of Claims and Interests could consist of the proceeds resulting from the disposition of the unencumbered assets of the Debtors (if any), plus the unencumbered Cash (if any) held by the Debtors at the time of the commencement of the liquidation case and litigation recoveries not available under the Plan. That aggregate amount then would be reduced by the amount of the costs and expenses of liquidation, plus any additional administrative and priority Claims that might result from the termination of the Debtors' business and the use of chapter 7 for the purposes of liquidation.

The costs and expenses of any liquidation under chapter 7 would include, among other things, the fees payable to a chapter 7 trustee, as well as the fees and expenses that might be payable to attorneys and other professionals that such a chapter 7 trustee might engage. In addition, claims would arise by reason of the breach or rejection of obligations incurred and leases and executory contracts assumed or entered into by the Debtors during the pendency of the Chapter 11 Cases. All of these claims, as well as other claims that might arise in a liquidation case or result from the pending Chapter 11 Cases, including any unpaid expenses

incurred by the Debtors during the Chapter 11 Cases (such as compensation for legal and financial advisors and accountants), would need to be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay prepetition Allowed General Unsecured Claims.

The value of those net distribution proceeds from the Debtors' unencumbered assets are then compared to the value of the property offered to such Classes of Claims and Interests under the Plan, to determine if the Plan is in the best interests of each such Impaired Class.

The Debtors have considered the impact that a chapter 7 liquidation would have on the ultimate proceeds available for Distribution to holders of Claims and Interests in the Debtors' Chapter 11 Cases, as detailed in the Liquidation Analysis being prepared by the Debtors (with the assistance of their financial advisor). A copy of that Liquidation Analysis is to be attached as **Exhibit D** to this Disclosure Statement. As a result of the Liquidation Analysis, the Debtors believe that confirmation of the Plan will provide each holder of an Allowed Claim with a recovery that is not less than such holder would receive were the Debtor instead to be liquidated under chapter 7.

It is important to emphasize that a liquidation analysis, like any other type of financial projection, must be based on a series of estimates and assumptions that, although developed and considered reasonable at the time that analysis is undertaken, are inherently subject to significant economic and competitive uncertainties and contingencies, mostly beyond the control of the Debtors. Moreover, liquidation involves a sequence of steps, with each step involving potentially multiple alternate decisions. The sequence of steps, and decision made at each applicable step, as assumed for purposes of the analysis may or may not be the sequence and decisions that ultimately would have been taken and made, or even available, had an actual liquidation been undertaken. For these reasons, there can be no assurance that an aggregate value at least equal to the valuation to be reflected in the Liquidation Analysis in fact would be achieved in any such actual liquidation.

ARTICLE XI.
ALTERNATIVES TO CONFIRMATION AND
CONSUMMATION OF THE PLAN

The Debtors would have two principal alternatives if the Plan is not confirmed and consummated. First, the Debtors could seek the confirmation and consummation of an alternative plan of reorganization under chapter 11 of the Bankruptcy Code. Second, the Debtors could seek liquidation under chapter 7, or chapter 11 of the Bankruptcy Code. These two alternatives are discussed below.

A. Alternative Plan of Reorganization Under Chapter 11

If the Plan is not confirmed, the Debtors (or, after the expiration of the Debtors' exclusive period in which to propose and solicit a plan of reorganization, any other party in interest in the period in which to propose and solicit a plan of reorganization, any other party in interest in the Chapter 11 Cases) could propose a different plan or plans of reorganization under chapter 11 of the Bankruptcy Code. Such plans might involve a reorganization and continuation of the Debtors' business, an orderly liquidation of the Debtors' assets, a transaction or a combination of such alternatives. As of the date of this Disclosure Statement, there is no feasible alternative plan of reorganization that has been developed by the Debtors. Moreover, the Debtors believe that the Plan, as described in this Disclosure Statement, enables creditors to realize the highest and best value available under the circumstances, and that any liquidation of the Debtors' assets, or alternative form of chapter 11 plan, would result in substantially more delay, risk and uncertainty to the Debtors and their creditors.

B. Liquidation Under Chapter 7 or Chapter 11

If no plan of reorganization is confirmed, the Debtors' Chapter 11 Cases may be converted to a case under chapter 7 of the Bankruptcy Code. In a chapter 7 case, a trustee or trustees would be appointed to liquidate the assets of the Debtors. It is impossible to predict precisely how the proceeds of the liquidation, if any, would be distributed to the respective holders of Claims against the Debtors.

However, the Debtors believe that creditors would lose the higher going concern value if the Debtors were forced to liquidate. In addition, the Debtors believe that in a liquidation under chapter 7, before creditors would receive any distribution, additional administrative expenses involved in the appointment of a trustee or trustees, and attorneys, accountants and other professionals to assist such trustees would cause a substantial diminution in the value of the Estates. The assets available for distribution to creditors would be reduced by such additional expenses and by Claims, some of which would be entitled to priority, which would arise by reason of the liquidation and from the rejection of leases and other executor contracts in connection with the cessation of operations and the failure to realize the greater going concern value of the Debtors' assets.

The Debtors also may be liquidated pursuant to a liquidation plan under chapter 11 of the Bankruptcy Code. In a liquidation under chapter 11, with adequate funding, the Debtors' assets

could be sold in an orderly fashion, a process that may be conducted over a more extended period of time than a liquidation under chapter 7. Thus, a chapter 11 liquidation might result in larger recoveries than a chapter 7 liquidation, but still would be subject to the potential delay in distributions that could result in lower present values received and higher administrative costs. Because a trustee is not required in a chapter 11 case, expenses for professional fees could be lower than in a chapter 7 case, in which a trustee must be appointed. Any distribution to Holders of Claims or Interests under a chapter 11 liquidation plan may be delayed substantially.

The Debtors' liquidation analysis, being prepared with its financial advisor, is premised upon a hypothetical liquidation in a chapter 7 case and is to be attached as **Exhibit D** to this Disclosure Statement. As described in Article X above, the Debtors believe that a liquidation under chapter 7 is a substantially less attractive alternative to the Debtors and their creditors.

ARTICLE XII.
CERTAIN FEDERAL INCOME TAX CONSEQUENCES
OF THE PLAN

Creditors and Interest Holders concerned with how the Plan may affect their tax liability should consult with their own accountants, attorneys, and/or advisors. Nothing contained herein or in the Plan is or should be deemed or construed to be tax advice on the part of the Debtors, Reorganized Debtors, or otherwise.

ARTICLE XIII.
CONCLUSION

The Debtors believe the Plan is in the best interest of all Holders of Claims against the Debtors, and all Holders of Interest in the Debtors, and, accordingly, urge those who are entitled to vote on whether to accept or reject the Plan to vote to accept the Plan.

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(Signature Pages Follow)

Dated: October 27, 2011
Fort Myers, Florida

Respectfully submitted,

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Counsel to the Debtors

EXHIBIT A

Plan of Reorganization

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FT. MYERS DIVISION**

In re:

EVANS OIL COMPANY LLC
KCWL, LLC
LONG EQUIPMENT FINANCE, LLC
LONG PETROLEUM PRODUCTS, LLC
LONG RUN, LLC
OCTANE, LLC
RML, LLC

Debtors

Chapter 11

Case No. 9-11-bk-1515-BSS
Case No. 9-11-bk-1519-BSS
Case No. 9-11-bk-1520-BSS
Case No. 9-11-bk-1521-BSS
Case No. 9-11-bk-1522-BSS
Case No. 9-11-bk-1523-BSS
Case No. 9-11-bk-1524-BSS

**(Jointly Administered Under
Case No. 9-11-bk-1515-BSS)**

DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION

OCTOBER 27, 2011

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PURSUANT TO SECTION 1125 OF TITLE 11 OF THE UNITED STATES CODE, NOTHING CONTAINED IN THIS PLAN SHOULD BE CONSTRUED AS CONSTITUTING A SOLICITATION OF ACCEPTANCES OF THIS PLAN UNTIL THE DEBTORS' DISCLOSURE STATEMENT (AS DEFINED HEREIN) HAS BEEN APPROVED BY THE BANKRUPTCY COURT. NO SUCH DISCLOSURE STATEMENT HAS BEEN APPROVED YET BY THE BANKRUPTCY COURT. THE DEBTORS RESERVE THE RIGHT TO AMEND THE PLAN AND DISCLOSURE STATEMENT FROM TIME TO TIME. AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, AND OTHER ACTIONS OR THREATENED ACTIONS, NEITHER THIS PLAN NOR THE DISCLOSURE STATEMENT SHALL BE CONSTRUED AS AN ADMISSION AND INSTEAD SHALL BE TREATED AS STATEMENTS MADE IN SETTLEMENT NEGOTIATIONS.

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INTRODUCTION

Evans Oil Company, LLC, KCWL, LLC, Long Equipment Finance, LLC, Long Petroleum Products, LLC, Long Run, LLC, RML, LLC, and Octane, LLC respectfully propose the following joint chapter 11 plan of reorganization. Capitalized terms used in the Plan and not otherwise defined shall have the meanings ascribed to such terms in section 1.1 of Article I hereof.

ARTICLE I. **DEFINITIONS**

1.1 Definitions

Unless the context requires otherwise, the following terms shall have the following meanings whether presented in the Plan or the Disclosure Statement with initial capital letters or otherwise. As used herein:

“Accrued Professional Compensation” means, at any given moment, all accrued, contingent and/or unpaid fees (including success fees) for legal, financial advisory, accounting and other services and obligations for reimbursement of expenses rendered or incurred before the Effective Date that are awardable and allowable under Bankruptcy Code sections 328, 330(a) or 331 by any retained Professional in the Chapter 11 Cases, or that are awardable and allowable under section 503 of the Bankruptcy Code, that the Bankruptcy Court has not denied by a Final Order, all (a) to the extent that any such fees and expenses have not been previously paid and (b) after applying any retainer provided to such Professional and not yet applied. To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Professional’s fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation.

“Administrative Claim” means a Claim for: (a) any cost or expense of administration (including, without limitation, the Professional Fee Claims) of any of the Chapter 11 Cases asserted or arising under sections 503, 507(a)(1), 507(b) or 1114(e)(2) of the Bankruptcy Code including, but not limited to (i) any actual and necessary post Petition Date cost or expense of preserving the Debtors’ respective Estate or operating the businesses of the Debtors, (ii) any post Petition Date cost, indebtedness or contractual obligation duly and validly incurred or assumed by the Debtors in the ordinary course of their respective businesses, (iii) compensation or reimbursement of expenses of Professionals to the extent Allowed by the Bankruptcy Court under sections 330(a) or 331 of the Bankruptcy Code, and (iv) all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order of the Bankruptcy Court under section 546 of the Bankruptcy Code; (b) any fees or charges assessed against the Debtors’ respective Estates under section 1930 of title 28 of the United States Code; (c) any Allowed Administrative Claim or superpriority Claim granted to the Prepetition Senior Agent pursuant to the Case Collateral Order; and (d) Claims of the DIP Lenders in connection with the DIP Financial Facility.

“Administrative Claims Bar Date” means the bar date for Administrative Claims as such term is defined herein.

“Affiliate” shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

“Allowed” means, with reference to any Claim, (a) any Claim against any of the Debtors that has been listed by the Debtors in the Schedules, as such Schedules may have been amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not Disputed or contingent, and with respect to which no contrary Proof of Claim has been Filed, (b) any Claim specifically allowed under the Plan, (c) any Claim the amount or existence of which has been determined or allowed by a Final Order, or (d) any Claim as to which a Proof of Claim has been timely Filed before the Bar Date, provided that at the time of the Effective Date the Debtors have not identified such Claim as being objectionable in part or in whole and no Objection to the allowance thereof has been Filed by the Claims Objection Deadline; *provided, however*, that the term Allowed, with reference to any Claim, shall not include (x) any unliquidated Claim or (y) interest or attorneys’ fees on or related to any Claim that accrues from and after the Petition Date unless otherwise expressly provided for in the Plan.

“Allowed Claim” means a Claim that is Allowed.

“Allowed Interest” means an Interest that is Allowed.

“Assumed Executory Contract and Unexpired Lease List” means the list (as may be amended) of Executory Contracts and Unexpired Leases that will be assumed by the Reorganized Debtors pursuant to the provisions of section 365 of the Bankruptcy Code and Article VI hereof determined by the Debtors.

“Avoidance Actions” means any and all Causes of Action which a trustee, debtor in possession, the Estates or other appropriate party in interest may assert under sections 502, 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code (other than those which are released or dismissed as part of and pursuant to the Plan) or under other similar or related state or federal statutes or common law, including fraudulent conveyance laws.

“Ballot” means the forms of ballots accompanying the Disclosure Statement upon which Holders of Impaired Claims and Interests entitled to vote on the Plan shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the instructions regarding voting.

“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§101 *et seq.*, as in effect on the Petition Date, together with all amendments and modifications thereto that subsequently may be made applicable to the Chapter 11 Cases.

“Bankruptcy Court” means the United States Bankruptcy Court for the Middle District of Florida or, if such court ceases to exercise jurisdiction over these proceedings, the court or adjunct thereof that exercises jurisdiction over the Chapter 11 Cases.

“Bankruptcy Rules” means: (a) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under section 2075 of title 28 of the United States Code; (b) the Federal Rules of Civil Procedure, as amended and promulgated under section 2072 of title 28 of the United States Code; (c) any local rules applicable to the

Bankruptcy Court; and (d) any standing orders governing practice and procedure issued by the Bankruptcy Court, each as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Chapter 11 Cases or proceedings therein, as the case may be.

“Bar Date” means the applicable bar date by which a Proof of Claim must be, or must have been, Filed, as established by an order of the Bankruptcy Court.

“Business Day” means any day which is not a Saturday, a Sunday, a “legal holiday” as defined in Bankruptcy Rule 9006(a), or a day on which banking institutions in the State of Florida are authorized or obligated by law, executive order or governmental decree to be closed.

“Cash” means money, currency and coins, negotiable checks, balances in bank accounts and other lawful currency of the United States of America and its equivalents.

“Cash Collateral Order” means the interim or Final Order, as in effect from time-to-time, entered by the Bankruptcy Court authorizing and approving the Debtors’ use of cash collateral pursuant to section 363 of the Bankruptcy Code, and any extensions, amendments, or stipulations affecting the terms thereof.

“Causes of Action” means any and all actions, Claims, rights, defenses, third-party claims, damages, executions, demands, crossclaims, counterclaims, suits, choices in action, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, including equitable subordination, rights to payment and claims whatsoever, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, Disputed, undisputed, secured or unsecured and whether asserted or assertable directly, indirectly or derivatively, at law, in equity or otherwise, accruing to the Debtors, including, but not limited to, the Avoidance Actions.

“Chapter 11 Cases” means the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors in the Bankruptcy Court on the Petition Date.

“Claim” shall have the meaning set forth in section 101(5) of the Bankruptcy Code.

“Claims Objection Deadline” means the latest of: (a) 120 days after the Effective Date; (b) 75 days after the date on which any Claim is Filed; or (c) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clauses (a) and (b) above.

“Class” means each class, subclass or category of Claims or Interests as classified in Article II of the Plan.

“Confirmation” means the entry of the Bankruptcy Court of the Confirmation Order.

“Confirmation Date” means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court with respect to the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

“Confirmation Hearing” means the hearing held before the Bankruptcy Court to consider confirmation of the Plan pursuant to sections 1128 and 1129 of the Bankruptcy Code.

“Confirmation Order” means the order entered by the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, in form and substance acceptable to the Debtors..

“Creditor” means any Person that is the Holder of any Claim against any of the Debtors.

“Day(s)” means, unless expressly otherwise provided, calendar day(s).

“Debtors” means Evans Oil Company, LLC; KCWL, LLC; Long Equipment Finance, LLC, Long Petroleum Products, LLC; Long Run, LLC; RML, LLC; and Octane, LLC.

“DIP Claims” means the Claims derived from or based upon the DIP Loan Agreement.

“DIP Financing Order” mean that *Amended Final Order Under 11 U.S.C. §§ 105(a), 361, 362, 363, and 364 and Federal Bankruptcy Rules 4001, 6004, and 9014: Authorizing Debtors to Obtain Secured Superpriority Post-Petition Financing and Granting Related Relief* [Docket No. 336].

“DIP Lender” means the Naples Lending Group, LC.

“DIP Loan Agreement” means that certain Senior Secured Super-priority Debtor in Possession Loan Agreement dated as of June 10, 2011, by and among Evans Oil Company LLC, RML, LLC, and Naples Lending Group, LC, as it may be amended, modified, ratified, extended, renewed or restated, as well as any other documents entered into in connection therewith.

“Disallowed Claim” means a Claim, or any portion thereof, that is Disallowed.

“Disallowed Interest” means an Interest, or any portion thereof, that is Disallowed.

“Disclosure Statement” means the Debtors’ Disclosure Statement with Respect to the Debtors’ Joint Plan of Reorganization Dated October 27, 2011, as supplemented, including all exhibits, appendices, schedules and annexes, if any, attached thereto, as submitted by the Debtors, as the same may be altered, amended, supplemented or modified from time to time, and which was prepared and distributed in accordance with sections 1125 and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018.

“Disputed” means any Claim or Interest that has been neither Allowed nor Disallowed.

“Disputed Claim” means a Claim, or any portion thereof, that is Disputed. For purposes of the Plan, a Claim that has been neither Allowed nor Disallowed shall be considered a Disputed Claim.

“Effective Date” means the first Business Day following the date on which all conditions to consummation set forth in Article IX of the Plan have been satisfied or waived (if capable of being duly and expressly waived), provided that no stay of the Confirmation Order is then in effect.

“Entity” means any individual, corporation, limited or general partnership, joint venture, association, joint stock company, limited liability company, estate, trustee, United States Trustee, unincorporated organization, government, governmental unit (as defined in the Bankruptcy Code), agency or political subdivision thereof.

“Estates” means the estates created in the Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code upon commencement of the Chapter 11 Cases.

“Executory Contracts” means contracts to which one or more Debtors are a party that are subject to assumption or rejection under section 365 of the Bankruptcy Code.

“Exit Facility” means a senior secured credit facility with terms and conditions substantially similar to those in the Exit Financing Term Sheet as modified as proposed in Section 3.8 of this Plan.

“Exit Facility Agreement” means a credit agreement, if any, dated on or after the Effective Date, by and among the Reorganized Debtors and the Exit Lender with respect to the Exit Facility, as the same may be subsequently amended, restated, amended and restated, supplemented or otherwise modified from time to time, together with all instruments and agreements related thereto, with terms and conditions substantially similar to those in the Exit Financing Term Sheet.

“Exit Facility Documents” means the Exit Facility Agreement and all other related agreements, documents or instruments to be executed or delivered in connection therewith, with terms and conditions substantially similar to those in the Exit Financing Term Sheet.

“Exit Financing Maturity Date” means the earlier to occur of (a) [Date] and (b) the fifth anniversary of the Effective Date.

“Exit Financing Term Sheet” means the Commitment Letter from the Exit Lender dated on or about _____, 2011, providing for a senior secured credit facility of up to an aggregated principal amount of \$___ million.

“Exit Lender” means _____, a [state][corporate entity] that has committed to make loans to the Reorganized Debtors on or after the Effective Date in an aggregate amount not

to exceed \$__ million or such lesser amount as may be determined by the Reorganized Debtors in accordance with the Exit Facility Documents.

“Equity Sponsor” means _____, a [state][corporate entity] that shall provide a \$__ million investment into the Debtors in consideration for 100% of the equity of the Reorganized Debtors.

“File, Filed or Filing” means file, filed or filing with the Bankruptcy Court in the Chapter 11 Cases.

“Final Decree” means the final decree entered by the Bankruptcy Court after the Effective Date and pursuant to section 350(a) of the Bankruptcy Code and Bankruptcy Rule 3022.

“Final Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket of such court, the operation or effect of which has not been stayed, reversed, vacated, modified or amended, and as to which order or judgment (or any revision, modification, or amendment thereof) of the time to appeal, petition for certiorari, or seek review or rehearing has expired and as to which no appeal, petition for certiorari, or petition for review or rehearing was filed or, if filed, remains pending; *provided however*, that the possibility that a motion may be filed pursuant to Rules 9023 or 9024 of the Bankruptcy Rules or Rules 59 or 60(b) of the Federal Rules of Civil Procedure shall not mean that an order or judgment is not a Final Order.

“General Unsecured Claims” means all Claims, including Litigation Claims and Rejection Claims, that are not Administrative Claims, Priority Tax Claims, Miscellaneous Secured Claims, Miscellaneous Priority Claims, Prepetition Senior Secured Claims, Prepetition Senior Deficiency Claims, Prepetition Unsecured Debt Claims or Insider Claims.

“Holdback Amount” means, with respect to Accrued Professional Compensation, amounts held back pursuant to an order or orders of the Bankruptcy Court in the Chapter 11 Cases, including the Interim Compensation Order.

“Holdback Amount Reserve” means, with respect to Accrued Professional Compensation, a reserve established by the Reorganized Debtors on the Effective Date for the benefit of Professionals, and to be held in trust for the Professionals, for the payment of the Holdback Amount.

“Holder” means an Entity holding a beneficial interest in a Claim or Interest and, when used in conjunction with a Class or type of Claim or Interest, means a holder of a beneficial interest in a Claim or Interest in such Class or of such type.

“Impaired” means, when used with reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

“Impaired Claim” means a Claim which is Impaired.

“Initial Distribution Date” means a date on a Business Day forty-five (45) days after the Effective Date.

“Insider” shall have the meaning set forth in section 101(31) of the Bankruptcy Code.

“Insider Claims” means any Claim of an Insider against any of the Debtors, other than any Claim of an Insider that is either a Prepetition Unsecured Debt Claim or a Claim for indemnification under the Debtors’ organizational documents, employment agreements, internal policies or otherwise.

“Interests” means any and all equity interests, ownership interests or shares in the Debtors issued by the Debtors prior to the Petition Date (including, without limitation, all capital stock, stock certificates, common stock, preferred stock, partnership interests, membership and other interests in a limited liability company, rights, options, warrants, continent warrants, convertible or exchangeable securities, investment securities, subscriptions or other agreements and contractual rights to acquire or obtain such an interest or share in the Debtors, partnership interests in the Debtors’ stock appreciation rights, conversion rights, repurchase rights, redemption rights, dividend rights, preemptive rights and liquidation preferences, puts, calls or commitments of any character whatsoever relating to any such equity, ownership interests or shares of capital stock of the Debtors or obligating the Debtors to issue, transfer or sell any shares of capital stock) whether or not certificated, transferable, voting or denominated “stock” or a similar security, and any Claim or Cause of Action related to or arising from any of the foregoing.

“Interim Compensation Order” mean the *Order Granting Motion for Entry of an Administrative Order Pursuant to 11 U.S.C. Sections 105(a) and 331 Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals* [Docket No. 118].

“Liens” means, with respect to any asset or Property (or the rents, revenues, income, profits or proceeds therefrom), and in each case, whether the same is consensual or nonconsensual or arises by contract, operation of law, legal process or otherwise: (a) any and all mortgages, liens, pledges, attachments, charges, leases, evidencing a capitalizable lease obligation, conditional sale or other title retention agreement, or other security interest or encumbrance or other legally cognizable security devices of any kind in respect of any asset or Property, or upon the rights, revenues, income, profits or proceeds therefrom; or (b) any arrangement, express or implied, under which any Property is transferred, sequestered or otherwise identified for the purpose of subjecting or making available the same for the payment of debt or performance of any other obligation in priority to the payment of general unsecured Creditors.

“Miscellaneous Priority Claims” means any Claim against the Debtors entitled to priority pursuant to section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or an Administrative Claim.

“Miscellaneous Secured Claims” means any Secured Claim other than the Secured Claims of Fifth Third Bank.

“Objection” means any objection, application, motion, complaint or any other legal proceeding seeking, in whole or in part, to Disallow, determine, liquidate, classify, reclassify or establish the priority, expunge, subordinate or estimate any Claim (including the resolution of any request for payment of any Administrative Claim) or Interest other than a Claim or an Interest that is Allowed.

“Person” means and includes a natural person, individual, partnership, corporation (as defined in section 101(a) of the Bankruptcy Code), or organization including, without limitation, corporations, limited partnerships, limited liability companies, general partnerships, joint ventures, joint stock companies, trusts, land trusts, business trusts, unincorporated organizations or associations, or other organizations, irrespective of whether they are legal entities, governmental bodies (or any agency, instrumentality or political subdivision thereof), or any other form of legal entities; *provided, however*, “Person” does not include governmental units, except that a governmental unit that (a) acquires an asset from a Person (i) as a result of the operation of a loan guarantee agreement or (ii) as receiver or liquidating agent of a Person; (b) is a guarantor of a pension benefit payable by or on behalf of a Debtor or an Affiliate of a Debtor of; or (c) is the legal or beneficial owner of an asset of (i) an employee pension benefit plan that is a governmental plan, as defined in section 414(d) of the Internal Revenue Code of 1986 or (ii) an eligible deferred compensation plan, as defined in section 457(b) of the Internal Revenue Code of 1986, shall be considered for purposes of section 1102 of the Bankruptcy Code to be a Person with respect to such asset or such benefit.

“Petition Date” means January 30, 2011, the date on which the respective Debtors Filed their petitions for relief commencing the Chapter 11 Cases.

“Plan” means this Amended Joint Plan of Reorganization dated October 27, 2011, including all exhibits, appendices, schedules and annexes, if any, attached hereto, as submitted by the Plan Proponents, as such Plan may be altered, amended, supplemented or modified from time to time in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Confirmation Order and the terms and conditions of Section 12.04 of the Plan.

“Plan Loan Documents” means the loan documents evidencing the Exit Lender’s relationship with the Reorganized Debtors.

“Plan Documents” means, collectively, the Disclosure Statement, the Plan, any Plan Supplement, the Confirmation Order, any exhibit to the Plan or any other Plan document (including any provision that purports to be preemptory or supervening).

“Plan Proponents” means the Debtors.

“Plan Supplement” means any supplement to this Plan to be Filed with the Bankruptcy Court prior to the Confirmation Hearing.

“Priority Tax Claim” means any and all Claims accorded priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code, including the Real Property Tax Claims.

“Pro Rata Share” means, with respect to any Claim, a proportionate share, so that the ratio of the consideration distributed on account of an Allowed Claim in a Class to the

consideration distributed on account of all Allowed Claims in that Class is the same as the ratio such Claim bears to the total amount of all Allowed Claims in that Class (plus Disputed Claims in that Class until Disallowed).

“Professional Fee Claim” means an Allowed Claim for compensation and/or reimbursement of expenses pursuant to sections 327, 328, 330, 331 or 503(b) of the Bankruptcy Code relating to services incurred on and after the Petition Date and prior to and including the Effective Date in connection with an application by the Professionals in the Chapter 11 Cases made to and approved by the Bankruptcy Court.

“Professionals” means any professional employed in these Chapter 11 Cases pursuant to sections 327 or 1103 of the Bankruptcy Code or any Professional entitled to compensation pursuant to sections 327, 328, 330, 331, 503(b)(2) or (4), or 1103 of the Bankruptcy Code.

“Proof of Claim” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

“Property” means all assets or property of the Debtors’ respective Estates of any nature whatsoever, real or personal, tangible or intangible, including contract rights, accounts and Causes of Action, previously or now owned by the Debtors, or acquired by the Debtors’ respective Estates, as defined in section 541 of the Bankruptcy Code.

“Rejection Claims” means: (a) Claims of any non-Debtor counterparty to any unexpired lease of nonresidential real property or any executory contract arising on account of the rejection of such lease or contract during the administration of these Chapter 11 Cases under section 365 of the Bankruptcy Code or pursuant to the Plan or the Asset Purchase Agreement; and (b) any Claims arising from the termination of or withdrawal from any pension plan of the Debtors qualified under ERISA.

“Reorganized Debtor” means each or any of the Debtors, or any successors thereto by merger, consolidation, or otherwise, on and after the Effective Date of this Plan.

“Tax” means any tax, charge, fee, levy, impost or other assessment by any federal, state, local or foreign governmental authority, including, without limitation, income, excise, property, sales, transfer, employment, payroll, franchise, profits, license, use, *ad valorem*, estimated, severance, stamp, occupation and withholding tax, together with any interest, penalties, fines or additions attributable to, imposed on, or collected by any such federal, state, local or foreign governmental authority.

“Unclaimed Property” means any distribution of Cash or any other Property made to the Holder of an Allowed Claim pursuant to the Plan that is returned to the Debtors, the Distribution Agent, or the Liquidation Trustee as undeliverable and no appropriate forwarding address is received prior to the date on which the Final Decree is entered in the Chapter 11 Cases, in the case of a distribution made in the form of a check, is not negotiated and no request for reissuance is made as provided for in Section 5.8 of the Plan.

“Unimpaired” means any Claim that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

“United States Trustee” means the United States Trustee appointed under section 581(a)(3) of title 28 of the United States Code to serve in the Middle District of Florida.

“Voting Deadline” means _____, 2012 at 4:00 p.m. (prevailing Eastern time).

1.2 Rules of Interpretation

All references to “the Plan” herein shall be construed, where applicable, to include references to this document and all its exhibits, appendices, schedules and annexes, if any (and any amendments thereto made in accordance with the Bankruptcy Code). Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular paragraph, subparagraph, or clause contained in the Plan. The words “includes” and “including” are not limiting and mean that the things specifically identified are set forth for purposes of illustration, clarity or specificity and do not in any respect qualify, characterize or limit the generality of the class within which such things are included. The captions and headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions thereof. Any term used in the Plan that is not defined in the Plan, either in Article I hereof or elsewhere, but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term (and shall be construed in accordance with the rules of construction under) the Bankruptcy Code or the Bankruptcy Rules (with the Bankruptcy Code controlling in the case of a conflict or ambiguity). Without limiting the preceding sentence, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to the Plan, unless superseded herein. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) and Section 10.10 hereof shall apply, but Bankruptcy Rule 9006(a) shall govern.

1.3 Exhibits

All Exhibits to the Plan, including the Plan Supplement, if any, are incorporated into and are a part of the Plan as if set forth in full herein, regardless of when Filed.

1.4 Reference to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America.

ARTICLE II.
CLASSIFICATION OF CLAIMS AND INTERESTS

2.1 Generally

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests in the Debtors. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of the Class and is classified in a different Class to the extent the Claim or Interest qualifies within the description of that different Class. A Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest has not been paid, released, settled or otherwise satisfied prior to the Effective Date.

2.2 Unclassified Claims

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims (including Claims of the DIP Lenders in connection with the DIP Financing Facility), U.S. Trustee Fees, and any Priority Tax Claims are not classified and are excluded from the Classes designated in this Article II of the Plan. The treatment accorded Administrative Claims and Priority Tax Claims is set forth in Article III of the Plan.

2.3 Unimpaired Classes

The Plan classifies the following Unimpaired Claims and Unimpaired Interests that are not entitled to vote on the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, each Holder of Claim or Interest in the following Classes is conclusively presumed to have accepted the Plan in respect of such Claims or Interests and is not entitled to vote to accept or reject the Plan:

Class 1 shall consist of all Miscellaneous Secured Claims (Vehicle Lenders)

Class 2 shall consist of the Prepetition Alleged Secured Claim of Fifth Third Bank

2.4 Impaired Classes Entitled to Vote

The Plan classifies the following Classes as the only Impaired Classes that may receive a distribution under the Plan and that are entitled to vote to accept or reject the Plan:

Class 3 shall consist of the Alleged Deficiency Claim of Fifth Third Bank

Class 4 shall consist of all General Unsecured Trade Claims

Class 5 shall consist of all Deficiency Claims Relating to Automotive Assets

Class 6 shall consist of all Deficiency Claims Relating to Nautical Assets

To the extent the Holder of an Claim in an Impaired Classes does not submit a ballot, Debtors shall presume that the Holder intended to vote to accept the Plan and Debtors shall count the Holder's Claim(s) accordingly.

2.5 Impaired Classes Deemed to Reject

The Plan classifies the following Impaired Classes of Interests and Claims as Impaired Classes that are not entitled to vote to accept or reject the Plan. Pursuant to 1126(g) of the Bankruptcy Code, each Holder of an Interest or Claim in these Classes is conclusively presumed to have rejected the Plan in respect of such Interests or Claims because the Plan does not entitle the Holders of such Interests and Claims to receive or retain any Property under the Plan on account of such Interests or Claims. Accordingly, Holders of such Interests and Claims are not entitled to vote to accept or reject the Plan:

Class 7 shall consist of all Interests in the Debtors

Class 8 shall consist of all Deficiency Claims Relating to Octane, LLC

Class 9 shall consist of all Intercompany Claims

Class 10 shall consists of any obligations of RML to Long Time Insurance Company, LLC

ARTICLE III.
PROVISIONS FOR TREATMENT OF CLASSES OF CLAIMS AND INTERESTS

3.1 Satisfaction of Claims and Interests

The treatment of and consideration to be received by Holders of Allowed Claims or Allowed Interests pursuant to this Article III and the Plan shall be in full satisfaction, settlement, release, extinguishment and discharge of their respective Claims against or Interests in the Debtors and the Debtors' respective Estates, except as otherwise provided in the Plan or the Confirmation Order.

This Plan, though proposed jointly and consolidated for purposes of making distributions to Holder of Claims or Interests under this Plan, constitutes a separate Plan proposed by each Debtor. Therefore, unless otherwise stated, the classifications set forth herein shall be deemed to apply separately with respect to each Plan proposed by each Debtor.

3.2 Unclassified Claims, Classified Unimpaired and Impaired Claims and Classified Interests

Administrative Claims, DIP Facility Claims, and Priority Tax Claims are treated in accordance with section 1129(a)(9)(A) and section 1129(a)(9)(C) of the Bankruptcy Code, respectively. Such Claims are Unimpaired under the Plan and, in accordance with section 1129(a)(1) of the Bankruptcy Code are not designated as Classes of Claims for purposes of this Plan and for purposes of sections 1123, 1124, 1126 and 1129 of the Bankruptcy Code. Class 1 Claims are classified as Classes of Claims and Interests that are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Claims or Interests in this Class are conclusively presumed to have accepted the Plan and are not entitled to vote to accept or reject the Plan. Classes 2 through 6 are Impaired and the Holders thereof are entitled to vote to accept or reject the Plan on account of such Allowed Claims. Classes 7 through 10 are Impaired under the Plan and the Holders thereof will neither receive nor retain any Property on account of such Interests and Claims and, pursuant to section 1126(g) of the Bankruptcy Code, Holders of such Claims and Interests are conclusively presumed to have rejected the Plan and are not entitled to vote to accept or reject the Plan on account of such Claims and Interests.

3.3 U.S. Trustee Fees

On the Effective Date, the Reorganized Debtors shall pay all U.S. Trustee Fees that are due and owing as of the Effective Date.

3.4 Administrative Claims

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article II hereof.

Subject to the provisions of section 328, 330(a), and 331 of the Bankruptcy Code, in full and final satisfaction, settlement, release, and discharge of an in exchange for each Allowed Administrative Claim, each Holder of such Allowed Administrative Claim shall be paid

in full in Cash on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim or as soon as practicable after either such date: provided further, however, that Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases shall be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto; provided further, however, that in no event shall a postpetition obligation that is contingent or disputed and subject to liquidation through pending or prospective litigation, including, but not limited to, alleged obligations arising from personal injury, property damage, products liability, consumer complaints, employment law (excluding claims arising under workers' compensation), secondary payor liability, or any other disputed legal or equitable claim based on tort, statute, contract, equity, or common law, be considered to be an obligation which is payable in the ordinary course of business.

All requests for payment of an Administrative Claim (other than an Ordinary Course Obligation) must be filed with the Bankruptcy Court/Agent and served upon counsel to the Debtors and Reorganized Debtors, as applicable, on or before the Administrative Claim Bar Date, which shall be 45 days after the Effective Date. Any request for payment of an Administrative Claim that is not timely Filed shall be disallowed automatically, forever barred from assertion, and shall not be enforceable against any Reorganized Debtor without the need for any objection by the Reorganized Debtors or further notice to or action, order, or approval of the Bankruptcy Court or other Entity. The Reorganized Debtors may settle and pay an Administrative Claim in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity. In the event that any party with standing objects to an Administrative Claim, the Bankruptcy Court shall determine the Allowed amount of such administrative claim. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be Filed with respect to an Administrative Claim previously allowed by Final Order.

Upon the Effective Date, any requirement that Professionals comply with Bankruptcy Code section 327 through 331 and 1103 in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without further notice to any party or action (including, without limitation, the need to file a fee application), order or approval of the Bankruptcy Court.

As holders of any Administrative Claim may accept such other treatment as may be agreed upon by such holder and the Debtor or otherwise determined upon an order of the Bankruptcy Court, Debtors request that holders of such claims in excess of \$10,000, including TransMontaigne Product Services, Inc., and certain of Debtors' professionals, accept regular monthly payments over twelve months.

3.5 DIP Facility Claims

Except to the extent that a Holder of an Allowed DIP Facility Claim agrees to less favorable treatment, notwithstanding anything to the contrary herein, and subject to the terms of the DIP Facility, in full and final satisfaction, settlement, release and discharge of and in exchange for release of all DIP Facility Claims, the DIP Facility Claims shall be paid in full in

Cash by the Reorganized Debtors on or as soon as is reasonably practicable after the Effective Date, whereupon each Holder of an Allowed DIP Facility Claim shall execute such documents and instruments as such Debtor or Reorganized Debtor reasonably requests to evidence such Holder's release of any security interest, lien, claim, interest or encumbrance on any property securing such claims.

3.6 Priority Tax Claims

Each Holder of an Allowed Priority Tax Claim due and payable on the Effective Date shall receive, at the option of the Debtor against which such Allowed Priority Tax Claim is asserted, one of the following treatments, in complete satisfaction of such Allowed Priority Tax Claim: (1) Cash on the Initial Distribution Date in an amount equal to the amount of such Allowed Priority Tax Claim, (2) Cash payable in installment payments over a period of time not to exceed five years after the Petition Date with an aggregate value, as of the Effective Date, equal to the amount of such Allowed Priority Tax Claim, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, (3) to the extent that the Debtors are not delinquent on any of their respective tax obligations to a Holder of an Allowed Priority Tax Claim, payment in the ordinary course of business, or (4) such other treatment as may be agreed upon by such holder and the Debtor or otherwise determined upon an order of the Bankruptcy Court.

3.7 Class 1: Miscellaneous Secured Claims (Vehicle Lenders)

Class 1 is not impaired. Although all Miscellaneous Secured Claims have been placed in one Class for the purposes of nomenclature, each Allowed Claim in Class 1 shall be treated as a separate subclass for voting and distribution purposes under the Plan. Each Allowed Class 1 Claim, as listed on Schedule 3.7 attached hereto shall be paid in full by reinstating the Claim, that is, leaving unaltered the legal equitable, and contractual rights respecting such Claim in accordance with section 1124 of the Bankruptcy Code, including: (A) curing all prepetition and postpetition defaults other than defaults relating to insolvency or financial condition of the relevant Debtor or its status as a debtor under the Bankruptcy Code; and (B) reinstating the maturity date of the Claim.

3.8 Class 2: Prepetition Alleged Secured Claim of Fifth Third Bank

Class 2 Prepetition Alleged Secured Claim of Fifth Third Bank is not impaired and shall be treated as follows:

i. Allowance. The Prepetition Alleged Secured Claim of Fifth Third Bank shall not be an Allowed Claim unless and until Allowed by a Final Order of the Court against each of the Debtors (other than Octane LLC) (not including letters of credit issued).

ii. Resolution of any Allowed Amount. The Class 2 Prepetition Alleged Secured Claim of Fifth Third Bank shall be paid as a secured claim only if, as, when and to the extent it is Allowed as a secured claim, as provided in the Exit Facility and in no event in an amount greater than the value of such collateral, if any, as is subject to a valid, enforceable, prior, duly perfected lien that is neither avoided, offset, subordinated or otherwise disallowed. Fifth Third Bank's Collateral and/or a sum of cash equal to the amount of the Class 2 Prepetition Alleged Secured Claim of Fifth Third Bank shall be deposited into escrow (the "Escrow") upon

the later of a determination of a “valuation motion” filed pursuant to Bankruptcy Code section 506 or the Effective Date. Any distribution on account of the Class 2 Claim, if any, shall be paid from the Escrow. Upon such deposit into the Escrow, it shall be deemed that Fifth Third Bank releases any and all security interests in property of the Reorganized Debtors and such security interests shall attach to the Escrow.

a) Letters of Credit. There are three existing letters of credit whose beneficiaries are three of Debtors’ fuel suppliers, TransMontaigne Product Services, Inc., Chevron Products Company and Valero Energy Corporation (the “Letters of Credit”). Fifth Third Bank’s rights, and the rights of the beneficiaries, with respect to the Letters of Credit shall not be modified by the Plan.

3.9 Class 3: Alleged Deficiency Claim of Fifth Third Bank

Class 3 consists of the Alleged Deficiency Claim of Fifth Third Bank. The Class 3 Claim shall not be an Allowed Claim unless and until Allowed by a Final Order of the Court against each of the Debtors (other than Octane LLC) (not including letters of credit issued), and it shall be treated as a unsecured claim only if, as, when and to the extent Allowed as a unsecured claim, and in no event in an amount greater than the portion of such claim, if any, as is neither avoided, offset, subordinated or otherwise disallowed. An Allowed Class 3 Claim, if any, shall share in the Unsecured Claim Fund on a *pro rata* basis with Classes 4, 5 and 6. Notwithstanding the treatment of Class 3 Claim provided for herein, Fifth Third Bank as the sole Holder of a Class 3 Claim shall be entitled to vote to accept or reject the Plan.

3.10 Class 4: General Unsecured Trade Claims

Class 4 consists of Holders of non-priority unsecured Allowed Trade Claims against the Debtors. Except to the extent that a Holder of an Allowed General Unsecured Trade Claim agrees to a less favorable treatment, in full satisfaction, settlement, release and discharge of, and in exchange for such Allowed General Unsecured Trade Claim, each holder of an Allowed General Unsecured Trade Claim shall be paid in Cash on the Effective Date or when the respective Claim becomes an Allowed Claim pursuant to the Terms of this Plan, their respective *pro rata* share of One Hundred and Sixteen Thousand Dollars (\$116,000.00) (the “Unsecured Claim Fund”). Class 4 Claims shall share in the Unsecured Claim Fund on a *pro rata* basis with Classes 3, 5 and 6. Holders of Allowed Class 4 Claims shall be entitled to vote to accept or reject the Plan.

3.11 Class 5: Deficiency Claims Relating to Automotive Assets

Class 5 consists of the Allowed Deficiency Claims relating to the Debtors’ personal automotive vehicles owned or leased as of the Petition Date. Class 5 is impaired. Holders of Allowed Class 5 Claims shall receive their respective *pro rata* share of the Unsecured Claim Fund with the Allowed Claims from Classes 3, 4 and 6. Holders of Class 5 Claims shall be entitled to vote to accept or reject the Plan. Schedule 3.11 reflects the creditors believed to hold a Claim in Class 5. Debtors have abandoned any and all property subject to the liens of any Holders of Class 5 Claims. To the extent necessary, Debtors shall retain title to the property post Effective Date subject to the liens of the Holders of Class 5 Claims, which liens shall continue to

exist until the respective Holders of Class 5 Claims can dispose of the collateral in a commercially reasonable manner. The Debtors expressly reserve the right to alter, modify, amend, remove, augment, or supplement the schedule or any portion thereof at any time in accordance with the Plan.

3.12 Class 6: Deficiency Claims Relating to Nautical Assets

Class 6 consists of the Allowed Deficiency Claims relating to the Debtors' Nautical Assets, including but not limited to boat slips owned by the Debtors as of the Petition Date. Class 6 is Impaired. Holders of Allowed Class 6 Claims shall receive their respective *pro rata* share of the Unsecured Claim Fund with the Allowed Claims from Classes 3, 4 and 5. Holders of Class 6 Claims shall be entitled to vote to accept or reject the Plan. Schedule 3.12 reflects the creditors believed to hold a Claim in Class 6. The Debtors expressly reserve the right to alter, modify, amend, remove, augment, or supplement the schedule or any portion thereof at any time in accordance with the Plan. To the extent necessary, the Debtors shall retain title to the Nautical Assets subject to the lien of the respective secured creditor until the secured creditor disposes of the respective Nautical Asset.

3.13 Class 7: Interests in the Debtors

Class 7 consists of any Interests in the Debtors. Class 7 Interests are Impaired. On the Effective Date, the Debtors shall be dissolved and all Interests shall be deemed cancelled and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and there shall be no Distribution to the Holders of Interests in the Debtors. Class 7 Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Interests in the Debtors are not entitled to vote to accept or reject the Plan.

3.14 Class 8: Deficiency Claims Relating to Octane, LLC

Class 8 consists of any Claims against Octane, LLC. Class 8 Claims are Impaired. Holders of Allowed Class 8 Claims shall not receive a Distribution on account of such Claims pursuant to the Plan. Debtors believe that Wells Fargo Dealer Services, Inc. f/k/a Wachovia Dealer Services, Inc. ("Wells Fargo") is the only creditor that holds a Claim in Class 8. Specifically, Octane's only asset was a 2007 Lazzara Yacht O.N. #1195459; HIN #LYC840771607 (the "Lazzara"). Wells Fargo has a properly perfected security interest in the Lazzara. Pursuant to the Agreed Order Granting Wells Fargo's Motion to Lift Automatic Stay [Docket No. 145], Wells Fargo recovered possession of the Lazzara and has Bankruptcy Court approval to sell the Lazzara. Because these cases have not been consolidated, and Wells Fargo has recovered the only asset of Octane, LLC, Wells Fargo's recovery shall be limited to its sale of the Lazzara. Accordingly, Holders of Class 8 Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holder of Class 8 Claims are not entitled to vote to accept or reject the Plan.

3.15 Class 9: Intercompany Claims

Class 9 consists of Allowed Intercompany Claims. Class 9 is Impaired. Holders of Allowed Intercompany Claims shall not receive a Distribution on account of such Claims

pursuant to the Plan. Accordingly, Holders of Class 9 Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Class 9 Claims are not entitled to vote to accept or reject the Plan.

3.16 Class 10: Obligations of RML, LLC to Long Time Insurance Co., Ltd.

Class 10 consists of Debtor RML's obligations to Long Time Insurance Co., Ltd.. Class 10 is impaired. Holders of Allowed Class 10 Claims shall not receive any Distribution on account of such Claims pursuant to the Plan. Accordingly, Holders of Class 10 Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Class 10 Claims are not entitled to vote to accept or reject the Plan.

3.17 Confirmation Pursuant to Bankruptcy Code Section 1129(a)(10) and 1129(b)

Bankruptcy Code section 1129(a)(1) shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims for the Debtors. The Debtors shall seek Confirmation of the Plan pursuant to Bankruptcy Code section 1129(b) with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article VIII hereof to the extent, if any, that Confirmation pursuant to Bankruptcy Code section 1129(b) requires modification.

ARTICLE IV.
MEANS OF IMPLEMENTATION OF THE PLAN

4.1 Exit Facility

On or before the Effective Date, the Reorganized Debtors shall enter into the Exit Facility with the Exit Lender. Confirmation shall be deemed approval of the Post-Confirmation Exit Facility, if any (including the transactions contemplated thereby, such as any supplementation to the Exit Facility, and all actions to be taken, undertakings to be made and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities and expenses provided for therein) and authorization for the Reorganized Debtors to enter into and execute the Exit Facility Agreement, if any, and such other Exit Facility Documents as the Exit Lender may reasonably require, subject to such modifications as the Reorganized Debtors may deem to be reasonably necessary to consummate the Exit Facility. The Reorganized Debtors may use the Exit Facility for any purpose permitted thereunder, including the funding of obligations under the Plan and satisfaction of ongoing working capital needs.

Upon the date the Exit Facility Agreement becomes effective, (i) the Reorganized Debtors are authorized to execute and deliver the Exit Facility Documents and perform their obligations thereunder, including, without limitation, the payment or reimbursement of any fees, expenses, losses, damages or indemnities, (ii) the Exit Facility Documents shall constitute the legal, valid, and binding obligations of the Reorganized Debtors that are parties thereto, enforceable in accordance with their respective terms and (iii) no obligation, payment, transfer or grant of security under the Exit Facility Documents shall be stayed, restrained, voidable or recoverable under the Bankruptcy Code or under any applicable law or subject to any defense, reduction, recoupment, setoff or counterclaim. The Reorganized Debtors, as applicable, and the other persons granting any Liens and security interests to secure the obligations under the Exit Facility Documents are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary or desirable to establish and further evidence perfection of such Liens and security interests under the provisions of any applicable federal, state, provincial or other law (whether domestic or foreign) (it being understood that perfection shall occur automatically by virtue of the occurrence of the Effective Date, and any such filings, recordings, approvals and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that would be necessary under applicable law to give notice of such Liens and security interests to third parties.

4.2 Issuance of New Stock

In consideration of the monetary contributions provided to the Reorganized Debtors by the Equity Sponsor under this Plan and going forward, the Interests in the Reorganized Debtors will be issued solely to the Equity Sponsor and/or such other person or entity as the Equity Sponsor may designate. The Plan does not contemplate Mr. Long or any prepetition holder of equity retaining any equity in the Reorganized Debtors.

4.3 Corporate Existence

Except as otherwise provided herein, each Debtors, as Reorganized, shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership or other form, as the case may be, with all the powers of a corporation, limited liability company partnership or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed.

4.4 Post-Confirmation Operations

As of the Effective Date, the Reorganized Debtors may operate their businesses and use, acquire, settle and compromise claims or interests without supervision of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and Confirmation Order. Without limiting the foregoing, the Reorganized Debtors may pay the charges they incur for professional fees, disbursements, expenses or related support services after the Confirmation Date (including any Professional Fee Claims) without application to the Bankruptcy Court.

4.5 Debtors' Retention of Causes of Action

Except as otherwise provided for here, on the Effective Date, all rights, claims, and causes of action of the Debtors pursuant to: (a) sections 541, 542, 544, 545, 547, 548, 549, 550 and 553 of the Bankruptcy Code; and (b) all other claims and causes of action of the Debtors against any Person (other than rights, claims and causes of action expressly released by the Debtors in the Plan or pursuant to a Final Order) shall be preserved and become property of the Reorganized Debtors. The Reorganized Debtors shall be deemed the representative of their respective estates under section 1123(b) of the Bankruptcy Code and will be authorized and shall have the power to commence and prosecute any and all causes of action (other than rights, claims and causes of action expressly released by the Debtors in the Plan or pursuant to a Final Order) that could have been asserted by any of the Debtors respectively. **ALL SUCH ACTIONS SHALL SURVIVE CONFIRMATION AND THE COMMENCEMENT OR PROSECUTION OF SUCH ACTIONS SHALL NOT BE BARRED OR LIMITED BY ANY ESTOPPEL, WHETHER JUDICIAL, EQUITABLE, OR OTHERWISE.**

4.6 Effectuating Documents and Further Transactions

Each Debtor and Reorganized Debtor shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, releases, and other agreements and take such other action as may be necessary to effectuate and further evidence the terms and conditions of the Plan.

ARTICLE V.
CLAIMS RESOLUTION AND DISTRIBUTIONS

5.1 Timing of Distributions

Except as specifically set forth in the Plan, Distributions will be made to Holders of Allowed Claims in accordance with Article III of this Plan. If a Claim is not an Allowed Claim as of the applicable distribution date, distributions will be made only if and when the Claim is Allowed, and then in accordance with Article III of the Plan and, with respect to the cure of defaults for assumed executory contracts and unexpired leases, section 6.2 of the Plan, and in each case, subject to Article VIII of the Plan. Distributions to be made as of the Effective Date on account of Claims that are Allowed as of the Effective Date and are entitled to receive distributions under the Plan shall be made on the Effective Date or as soon as reasonably practicable thereafter. Distributions to be made after the Effective Date shall be made on dates to be established by the Reorganized Debtors and/or any Distribution Agent, pursuant to the terms of the Plan.

5.2 Distributions to Holders of Classes 3, 4, 5, and 6 Claims

i. Initial Distributions. On the Initial Distribution Date or as soon as reasonably practicable thereafter, the Reorganized Debtors shall distribute the Distributions allocable to Allowed Claims held by members of Classes 3, 4, 5, and 6. For the purpose of calculating the amount of Cash to be distributed to Holders of Allowed Claims in Classes 4, 5, and 6, all Disputed Claims will be treated as though such Claims will be Allowed Claims in the amounts asserted or as estimated by the Court pursuant to section 502(c) of the Bankruptcy Code, as applicable.

ii. Interim Distributions. The Reorganized Debtors may make interim Distributions to holders of Allowed Claims in Classes 3, 4, 5 and 6 pursuant to an consistent with the resolutions of Disputed Claims since the date of the immediately prior Distribution.

iii. Final Distributions. On the Final Distribution Date or as soon as reasonably practicable thereafter, the Reorganized Debtors shall make the balance of the Distributions required under the Plan.

5.3 Compensation for Services Related to Distributions

i. The Reorganized Debtors may employ or contract with other entities to assist them in making the Distributions required by the Plan.

ii. In consideration for providing services related to Distributions, any entity employed by the Reorganized Debtors for such services shall receive from the Reorganized Debtors, without need for further Bankruptcy Court approval, reasonable compensation for such services and reimbursements of reasonable out-of-pocket expenses incurred in connection with such services. These payments will be made on terms agreed to with the Reorganized Debtors and shall not be deducted from distributions to be made pursuant to the Plan to holders of Allowed Claims and Interests.

5.4 Miscellaneous Distribution Provisions

i. Method of Cash Distributions. Except as set forth herein, any Distribution of Cash to be made by the Reorganized Debtors pursuant to this Plan may be made by draft, check, wire transfer, or as otherwise required by applicable law.

ii. Distributions on Non-Business Days. Any payment or Distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

iii. No Distribution in Excess of Allowed Amount of Claim. Except as expressly set forth herein, pursuant to section 502(B)(2) of the Bankruptcy Code, no Holder of an Allowed Claim shall receive in respect of such Claim any Distribution in excess of the allowed amount of such Claim. Except as expressly provided herein, no Claim shall be allowed to the extent it is for postpetition interest.

iv. Estimation of Disputed Claims. Unless otherwise provided for here, upon notice and a hearing, the Court shall estimate the aggregate Face Amount of all Disputed Claims in any Class that are disputed, contingent and/or unliquidated. The aggregate Face Amount of: (a) Disputed Claims and (b) Allowed Claims shall be the maximum allowable

v. Distribution When a Disputed Claim Becomes an Allowed Claim. Promptly after a Disputed Claim becomes an Allowed Claim, unless a later time is provided for in the Plan or by agreement of the parties, the Reorganized Debtors shall make a Distribution to the Holder of such Allowed Claim as if such Claim had been an Allowed Claim on the Effective Date.

5.5 Objections to Claims

Unless otherwise ordered by the Bankruptcy Court, all objections to Claims shall be filed with the Bankruptcy Court and served on the applicable claimant on or prior to ninety (90) days after the later of: (a) the Effective Date; and (b) the date a Claim is filed with the Bankruptcy Court and served on counsel for the Reorganized Debtors.

5.6 Settlement of Claims

Subsequent to the Effective Date, the Reorganized Debtors shall have the authority to resolve any Disputed Claim for an Allowed Claim of less than \$500,000 without further order of Bankruptcy Court order and subject only to the filing of a notice of such settlement with the Court. Any such settlement shall be binding upon all parties in interest in the Chapter 11 Cases; *provided, however*, that with respect to any settlement that provides for an Allowed Class 7 Claim in excess of \$100,000, the Reorganized Debtors shall provide a brief written explanation of the basis for the proposed settlement and any relevant documentation and such settlement shall be subject to objection by any party in interest within 10 Days of filing such a notice of settlement, in which case such settlement only may be consummated after entry of an order by the Court approving such settlement.

5.7 Failure to Negotiate Checks

Checks issued in respect of distributions under the Plan shall be null and void if not negotiated within sixty (60) days after the date of issuance. Any amounts returned to the Debtors, any Distribution Agent, or the Reorganized Debtors in respect of such non-negotiated checks shall be held as applicable. Requests for reissuance for any such check shall be made directly to the issuer of the check by the Holder of the Allowed Claim with respect to which such check originally was issued. All amounts represented by any voided check will be held until the earlier of: (a) one (1) month after date on which the check is voided, or (b) the date on which the Bankruptcy Court enters the Final Decree, and all requests for reissuance by the Holder of the Allowed Claim in respect of a voided check are required to be made prior to such date. Thereafter, all such amounts shall be deemed to be Unclaimed Property, in accordance with section 5.6 of the Plan, and all Holders of Claim in respect of void checks shall be forever barred, stopped and enjoined from asserting a claim to such funds in any manner against the Debtors, Reorganized Debtors, any Distribution Agent or their respective assets.

5.8 Unclaimed Property

All Property distributed on account of Claims must be claimed prior to the date on which the Bankruptcy Court enters the Final Decree, or, in the case of a distribution made in the form of a check, must be negotiated and a request for reissuance be made as provided in section 5.4 of the Plan. After sixty (60) days following the relevant date of a Distribution, the holders of Allowed Claims and Interests otherwise entitled to receive the Distribution on such date shall cease to be entitled thereto, and such Unclaimed Property shall be retained by and will vest in the Reorganized Debtors. All full or partial payments made by the Debtors and received by the Holder of a Claim prior to the Effective Date will be deemed to be payments under the Plan for purposes of satisfying the obligations of the Debtors pursuant to the Plan. Nothing in the Plan shall require the Debtors, or any Distribution Agent, to attempt to locate any Holder of an Allowed Claim other than by reviewing the records of the Debtors and any Claims Filed in the Chapter 11 Cases. Pursuant to section 1143 of the Bankruptcy Code, all Claims in respect of Unclaimed Property shall be deemed Disallowed and the Holder of any Claim Disallowed in accordance with this section 5.5 will be forever barred, expunged, stopped and enjoined from asserting such Claim in any manner against the Debtors, any Distribution Agent, or their respective assets.

5.9 Limitation on Distribution Rights

If a claimant holds more than one Allowed Claim in any one Class, all Claims of the claimant in that Class will be aggregated into one Claim and one distribution will be made with respect to the aggregated Claim.

5.10 Fractional Dollars

Notwithstanding any other provision of the Plan, Cash distributions of fractions of dollars will not be made; rather, whenever any payment of a fraction of a dollar would be called for, the actual payment made shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars being rounded down.

5.11 Setoffs and Recoupment

Reorganized Debtors may, but shall not be required to, set off or recoup against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Claim, claims of any nature that the Debtors or Reorganized Debtors may have against the Holder of such Allowed Claim; provided, however, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim against the Debtors or Reorganized Debtors shall constitute a waiver or release by the Debtors or Reorganized Debtors of any claim that the Debtors or Reorganized Debtors may possess against such Holder.

5.12 Compliance with Tax Requirements

In connection with each distribution with respect to which the filing of an information return (such as an Internal Revenue Service Form 1099 or 1042) or withholding is required, the Debtors, any Distribution Agent, or the Reorganized Debtors, as appropriate, shall file such information return with the Internal Revenue Service and provide any required statements in connection therewith to the recipients of such distribution or effect any such withholding and deposit all moneys so withheld as required by law. With respect to any Person from whom a tax identification number, certified tax identification number or other tax information is required by law to avoid withholding has not been received by the Debtors, any Distribution Agent, or the Reorganized Debtors within thirty (30) Days from the date of such request, the Debtors, Distribution Agent, or the Reorganized Debtors, at their or its option, may withhold the amount required and distribute the balance to such Person or decline to make such distribution until the information is received.

5.13 De Minimis Distributions

No Cash payment of less than twenty-five (\$25.00) dollars shall be made to any Holder of an Allowed Claim on account of such Allowed Claim.

5.14 Professional Fee Claims

i. Claims for Accrued Professional Compensation. Professionals or other Entities asserting a Claim for Accrued Professional Compensation for services rendered before the Effective Date must file and serve on the Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order, the Interim Compensation Order or other order of the Bankruptcy Court an application for final allowance of such Claim for Accrued Professional Compensation no later than 45 days after the Effective Date. Objections to any Claim for Accrued Professional Compensation must be filed and served on the Reorganized Debtors, the Office of the U.S. Trustee and the requesting party no later than the earlier of (a) 30 days after such application is filed or (b) 75 days after the Effective Date.

ii. Treatment of Claims for Accrued Professional Compensation. A Claim for Accrued Professional Compensation in respect of which a final fee application has been properly filed and served pursuant to the Plan shall be payable to the extent approved by order of the Bankruptcy Court. Subject to any Holdback Amount, on the Effective Date, or as soon thereafter as reasonably practicable, to the extent not otherwise paid, all Allowed Claims for Accrued Professional Compensation (including estimated Accrued Professional Compensation

through the Effective Date) shall be paid in full in Cash. To receive payment on the Effective Date for unbilled fees and expenses for periods that will not have been billed as of the Effective Date, the Professional shall deliver such estimates to the Debtors and the U.S. Trustee prior to the Effective Date. If the estimated payments received by such Professional exceeds the actual allowed Accrued Professional Compensation for the estimated period, such excess amount shall be deducted from the Holdback Amount for such Professional, and if the Holdback Amount is insufficient, such Professional shall disgorge the difference. If the estimated payment received by the Professional is lower than the Accrued Professional Compensation of such Professional, the difference shall be paid promptly to the Professional.

On the Effective Date, the Reorganized Debtors shall fund the Holdback Amount Reserve for payment of the Holdback Amount. Upon final allowance by the Bankruptcy Court of the Accrued Professional Compensation, or entry of an earlier order of the Bankruptcy Court granting the release of the Holdback Amount, such amount, less any excess paid in connection with estimated fees and expenses through the Effective Date, shall be paid promptly and directly to the Professionals.

iii. Post-Effective Date Fees and Expenses. Upon the Effective Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331 and 1103 in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business without any further notice to any party or action (including, without limitation, the need to file a fee application), order or approval of the Bankruptcy Court.

ARTICLE VI.
EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1 Rejection of Executory Contracts and Unexpired Leases

i. Leases and Contracts to be Rejected. On the Confirmation Date, but subject to the occurrence of the Effective Date, pursuant to section 365 of the Bankruptcy Code, all of the Debtors' executory contracts and unexpired leases shall be deemed rejected except those that: (i) are the subject of motions to assume or reject pending on the Confirmation Date; (ii) were assumed or rejected before the Confirmation Date; (iii) are listed on Schedule 6.2 annexed hereto; or (iv) are agreements, obligations, security interests, or similar undertakings that the Debtors list as a Secured Claim of the Debtors, but the Bankruptcy Court later determine are subject to assumption or rejection; provided, however, that the Debtors shall not be required to assume or reject any executory contract or unexpired lease with any party that is a debtor under the Bankruptcy Code or similar insolvency proceeding unless and until such contract or lease has been assumed by such other party.

ii. Effect of Post-Confirmation Rejection. The entry by the Bankruptcy Court after the Confirmation Date of an order authorizing the rejection of an executory contract or unexpired lease shall result in such rejection being a prepetition breach under sections 365(g) and 502(g) of the Bankruptcy Code.

iii. Deadline to File Rejection Damage Claims. Each Person who is a party to a contract or lease rejected under the plan must file with the Bankruptcy Court and serve on Debtors' attorneys not later than thirty (30) days after the Confirmation Date, a proof of Claim for damages alleged to arise from the rejection of the applicable contract or lease or be forever barred from filing a Claim, or sharing in distributions under the Plan, related to such alleged rejection damages.

6.2 Assumption of Executory Contracts and Unexpired Leases

i. Leases and Contracts to be Assumed. As of the Confirmation Date, but subject to the occurrence of the Effective Date, the Debtors shall be deemed to have assumed pursuant to section 365 of the Bankruptcy Code, all executory contracts and unexpired leases listed on Schedule 6.2 hereto based on the cure amounts listed in such Schedule. The listing of a contract or lease on any schedule to the Plan will not constitute an admission by the Debtors that such contract or lease is an executory contract or unexpired lease or that the Debtors have any liability thereunder.

ii. Deadline to Object to Cure Amounts. If prior to the Confirmation Date or such other date as the Bankruptcy Court may fix, a party to an executory contract or unexpired lease listed on Schedule 6.2 fails to file with the Bankruptcy Court and serve upon the attorneys for the Debtors an objection to the applicable cure amount listed on Schedule 6.2, then such party shall be forever barred from asserting any additional or other amounts against the Debtors respecting such cure amount.

iii. Method of Cure. At the election of the Reorganized Debtors, any monetary defaults under each executory contract and unexpired lease to be assumed under this

Plan shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code, in one of the following ways: (a) by payment of the default amount in Cash within thirty (30) Days after the Effective Date or such longer period ordered by the Bankruptcy Court; or (b) on such other terms and conditions as may be agreed to by the parties to such executory contract or unexpired lease. If a dispute occurs regarding: (x) the cure amount; (y) the ability of the applicable Debtor to provide adequate assurance of future performance under the contract or lease to be assumed; or (z) any other matter pertaining to the assumption, then the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of an Final Order resolving the dispute and approving the assumption. Notwithstanding any provision of an executory contract or unexpired lease to the contrary, assumption of any such contract or lease shall not require: (1) the delivery, reaffirmation, or assumption of any new or existing guaranty of a Debtor's obligations under such contract or lease; or (ii) the resolution of Claim whose treatment is provided for in this Plan. Notwithstanding anything herein to the contrary, the Debtors shall retain their respective right to reject any executory contract or unexpired lease that is subject to a dispute concerning the cure of any defaults until 30 days after such dispute is resolved by a Final Order

6.3 Insurance Policies

Notwithstanding anything herein to the contrary, as of the Effective Date, the Debtors shall assume (and assign to the Reorganized Debtors if necessary to continue the Insurance Policies in full force) each of the Insurance Policies appearing on the Assumed Executory Contract and Unexpired Lease List pursuant to section 365 of the Bankruptcy Code. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approve of the Debtor's foregoing assumption of each such insurance policy.

ARTICLE VII.
EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

7.1 Discharge

i. Scope. Except as otherwise provided in the Plan or Confirmation Order, in accordance with section 1141(d)(1) of the Bankruptcy Code, entry of the Confirmation Order acts as a discharge, effective as of the Effective Date, of all debts of, Claims against, liens on, and Interests in each of the Debtors, their assets or properties, which debts, Claims, liens and Interests arose at any time before the entry of the Confirmation Order. The discharge of the Debtors shall be effective as to each Claim, regardless of whether a proof of claim therefore was filed, whether the Claim is an Allowed Claim or whether the holder thereof votes to accept the Plan. On the Effective Date, as to every discharged Claim and Interest, any holder of such Claim or Interest shall be precluded from asserting against any Debtor formerly obligated with respect to such Claim or Interest, or against such Debtor's assets or properties, any other or further Claim or Interest based upon any document, instrument, act, omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date.

ii. Injunction. In accordance with section 524 of the Bankruptcy Code, the discharge provided by this section and section 1141 of the Bankruptcy Code, *inter alia*, acts as an injunction against the commencement or continuation of any action, employment of process or act to collect, offset or recover the Claims and Interests discharged hereby.

iii. Release of Liens; Cancellation and Surrender of Instruments, Securities and Other Documentation.

a) Turnover of Property. Unless a particular Claim is reinstated, the Debtor may require that a Holder shall, on or immediately before the Effective Date: (1) turn over and release to the Debtors any and all property of the relevant Debtor that secures or purportedly secured such Claim; and (2) execute such documents and instruments as such Debtor or Reorganized Debtor requires to evidence such claimant's release of such property.

b) Release of Liens, etc. On the Effective Date, except for liens expressly provided to be retained pursuant to the Plan or Exit Facility Documents, all mortgages, deeds of trust, liens or other security interests against the property of any Debtor will be fully released and discharged, and all of the right, title and interest of any Holder of such mortgages, deeds of trusts, liens or other security interests, including any rights to any collateral thereunder, will revert to the applicable Reorganized Debtor. Unless expressly provided for herein, each holder of any Allowed Claim shall surrender to the Reorganized Debtors any note, instrument, or certified security evidencing such Claim. No Distribution hereunder shall be made to or on behalf of any holder of a Claim unless and until such holder executes and delivers to the relevant Debtor or Reorganized Debtor such release of liens or other items described above, or demonstrates non-availability of such items to the satisfaction of the Reorganized Debtors, including requiring such holder to post a lost instrument or other indemnity bond. The Reorganized Debtors reasonably may require the Holder of any such Claim to hold the Reorganized Debtors harmless up to the amount of any Distribution made in respect of such unavailable note, instrument, document, certificate, agreement, certified security or other item

evidence such Claim. Any such holder that fails to execute and deliver such release of liens or other items described above or satisfactorily explain their non-availability to the Reorganized Debtors within 180 days of the Effective Date shall be deemed to have no further Claim against the Debtors, the Reorganized Debtors, or their property in respect of such Claim and shall not participate in any Distribution hereunder, and the Distribution that would otherwise have been made to such holder shall be treated as Unclaimed Property; provided that any such Holder of a Disputed Claim shall not be required to execute and deliver such release of liens until the time such Claim is Allowed or Disallowed. To the extent any holder of a Claim fails to release the relevant liens as required above, the Reorganized Debtors may act as attorney-in-fact, on behalf of the holders of such liens, to provide any releases as may be required in connection with the Plan.

iv. Satisfaction of Claims and Interests in any Debtor. The treatment to be provided for respective Allowed Claims or Interests in each Debtor pursuant to this Plan shall be in full satisfaction, settlement, release and discharge of such respective Claims or Interests.

7.2 Revesting and Vesting.

Except as otherwise provided in this Plan, on the Effective Date, all property comprising the estates of the Debtors shall vest in the applicable Reorganized Debtor, free and clear of all claims, liens, charges, encumbrances and interests of creditors (except to the extent that such claims, liens, charges, encumbrances and/or interests have been reinstated, or as otherwise expressly provided for herein).

7.3 Survival of Certain Indemnification Obligations

Except as otherwise specifically provided in this Plan, the obligations of the Debtors to indemnify individuals who serve or since the Petition Date served as their respective directors, officers, agents, employees, representatives, and others, including (without limitation) professional persona retained by and Debtor, pursuant to such Debtor's respective certificates of incorporation, by-laws, applicable statutes and pre-confirmation agreements in respect of all present and future actions, suits and proceedings against any of such officers, directors, agents, employees, representatives, and others, including (without limitation) professional persons retained by any Debtor (in their capacities as such), based upon any act or omission related to service with, for, or on behalf of any of the Debtors before or after the Petition Date as such obligations were in effect at the time of any such act or omission, shall not be discharged or impaired by confirmation or consummation of this Plan but shall survive unaffected by the reorganization contemplated by this Plan and shall be performed and honored by each respective Debtor or Reorganized Debtor regardless of such confirmation, consummation, and reorganization; *provided, however*, that indemnification obligations based on any act or omission that occurred prior to the Petition Date shall be discharged by consummation of this Plan, but such discharge shall not affect the right of any indemnified Person to: (a) recover under available director and officer insurance coverage (but, for the avoidance of doubt, any claim of such Person to which an insurer may be subrogated is not exempt from discharge); and (b) to use such indemnification obligation as a defense or offset against any claim asserted against such indemnified Person.

7.4 Limitation of Liability

NEITHER THE DEBTORS, REORGANIZED DEBTORS, PRESENT AND FORMER OFFICERS AND DIRECTORS OF THE DEBTORS, EMPLOYEES, MEMBERS, AGENTS, REPRESENTATIVES, ATTORNEYS, ADVISORS, FINANCIAL ADVISORS, ACCOUNTANTS AND INVESTMENT BANKERS (IN EACH INSTANCE ACTING IN SUCH CAPACITY), SHALL HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY ACTION TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR RELATED TO THE FORMULATION, NEGOTIATION, PREPARATION, DISSEMINATION, IMPLEMENTATION, CONFIRMATION, OR CONSUMMATION OF THE PLAN, THE DISCLOSURE STATEMENT, ANY CONTRACT, RELEASE, OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO, OR ANY OTHER ACTION TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH THE PLAN OR THE CHAPTER 11 CASES, AND ALL CLAIMS BASED UPON OR ARISING OUT OF SUCH ACTIONS OR OMISSIONS SHALL BE FOREVER WAIVED AND RELEASED; *PROVIDED, HOWEVER*, THAT THIS SECTION SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY ENTITY: (a) THAT OTHERWISE WOULD RESULT FROM ANY ACTION OR OMISSION TO THE EXTENT THAT SUCH ACTION OR OMISSION IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT; and (b) TO THE EXTENT OF ANY RECOVERIES FOR A PREPETITION CLAIM AGAINST A RELEASED PARTY THAT MAY BE OBTAINED AGAINST A THIRD-PARTY INSURER (BUT, FOR THE AVOIDANCE OF DOUBT, ANY CLAIM TO WHICH AN INSURER MAY BE SUBROGATED SHALL REMAIN SUBJECT TO THIS RELEASE).

7.5 Release and Waiver of Claims

i. Releases of Holders of Claims or Interests. The following releases and waiver shall be valid, binding, and enforceable and shall supplement any benefits from sections 524 and 1141 of the Bankruptcy Code to the Debtors or Reorganized Debtors and to other parties involved in these Chapter 11 Cases:

AS OF THE CONFIRMATION DATE, BUT SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, NONE OF THE DEBTORS, REORGANIZED DEBTORS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, THEIR RESPECTIVE PRESENT OR FORMER DIRECTORS, OFFICERS, EMPLOYEES, PREDECESSORS, SUCCESSORS, MEMBERS, AGENTS, REPRESENTATIVES, ATTORNEYS, ADVISORS, FINANCIAL ADVISORS, ACCOUNTANTS, AND INVESTMENT BANKERS, EXCLUDING THE PERSONAL GUARANTIES OF RANDY M. LONG AS IT RELATES EXCLUSIVELY TO FIFTH THIRD BANK NORTHERN TRUST BANK, N.A. AND WELLS FARGO DEALERS SERVICES, INC. f/k/a/ WACHOVIA DEALER SERVICES, INC. (IN EACH INSTANCE ACTING IN SUCH CAPACITY) (COLLECTIVELY THE “RELEASED PERSONS”) AND ANY PERSON CLAIMED TO BE LIABLE DERIVATIVELY THROUGH ANY RELEASED PERSON, SHALL HAVE OR INCUR ANY LIABILITY TO ANY PERSON FOR ANY CLAIM, OBLIGATION, RIGHT, CAUSE OF ACTION OR LIABILITY (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS ARISING OUT OF ANY

ALLEGED FIDUCIARY OR OTHER DUTY AND THE AVOIDANCE OF PREFERENCES OR FRAUDULENT CONVEYANCES OR ANY DERIVATIVE CLAIMS) WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREAFTER ARISING, BASED IN WHOLE OR IN PART, ON ANY ACT OR OMISSION, TRANSACTION OR OCCURRENCE FROM THE BEGINNING OF TIME THROUGH THE EFFECTIVE DATE IN ANY WAY RELATING TO THE DEBTORS, THE CHAPTER 11 CASES, OR THE PLAN; AND ALL CLAIMS BASED UPON OR ARISING OUT OF SUCH ACTIONS OR OMISSIONS SHALL BE FOREVER WAIVED AND RELEASED (OTHER THAN THE RIGHT TO ENFORCE THE DEBTORS' OR THE REORGANIZED DEBTORS' OBLIGATIONS UNDER THE PLAN, AND THE CONTRACTS, INSTRUMENTS, NOTES, RELEASES, AGREEMENTS AND DOCUMENTS DELIVERED UNDER ANY SUCH PLAN); *provided, however,* THAT NO RELEASE PROVIDED UNDER THE PLAN SHALL AFFECT THE LIABILITY OF ANY PERSON: (a) THAT OTHERWISE WOULD RESULT FROM ANY ACTION OR OMISSION TO THE EXTENT THAT SUCH ACTION OR OMISSION IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT; and (b) TO THE EXTENT OF ANY RECOVERIES FOR A PREPETITION CLAIM AGAINST A RELEASED PARTY THAT MAY BE OBTAINED AGAINST A THIRD-PARTY INSURER (BUT, FOR THE AVOIDANCE OF DOUBT, ANY CLAIM TO WHICH AN INSURER MAY BE SUBROGATED SHALL REMAIN SUBJECT TO THIS RELEASE); and *provided further, however,* THAT NOTWITHSTANDING THE RELEASES PROVIDED UNDER THE PLAN, ANY CLAIM ASSERTED AGAINST THE REORGANIZED DEBTORS PURSUANT TO SECTION 7.3 OF THIS PLAN SHALL REMAIN SUBJECT OT ANY RIGHT OF SET-OFF THAT OTHERWISE WOULD BE AVAILABLE TO ANY OF THE DEBTORS OR THE REORGANIZED DEBTORS IN THE ABSENCE OF ANY SUCH RELEASE.

ii. Injunction Related to Releases. As further provided in section 7.1(ii) of the Plan, the Confirmation Order will permanently enjoin the commencement or prosecution by any entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, demands, debts, rights, causes of action or liabilities released pursuant to the Plan.

7.6 Retention and Enforcement of Claims

Except as otherwise provided in this Plan, all Causes of Action and Avoidance Actions are preserved and reserved for later adjudication in accordance with this Plan, and therefore no preclusion doctrine, claim preclusion, estoppels (judicial, equitable or otherwise) or laches will apply to those Claims or Causes of Action on or after the Confirmation Date or the Effective Date of this Plan. The failure to specifically list or otherwise identify an Avoidance Claim or Cause of Action in this Plan or the Disclosure Statement: (i) is not intended to effect, and to the extent permitted by law will not be deemed to effect a release or waiver of such Avoidance Claim or Cause of Action; and (ii) is not intended to impair, and to the extent permitted by law will not impair, the Reorganized Debtors' right to pursue such an Avoidance Claim or Cause of Action.

ARTICLE VIII.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

8.1 Modification and Amendments

Except as otherwise specifically provided in the Plan, the Debtors reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1125 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, each of the Debtors expressly reserves its respective rights to revoke or withdraw, or, to alter, amend, or modify materially the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article VIII.

8.2 Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolution under Bankruptcy Rule 3019.

8.3 Revocation or Withdrawal of the Plan

Debtors reserve the right to revoke or withdraw the Plan prior to the Effective Date and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void in all respects; and (3) nothing contained in the Plan or Disclosure Statement shall: (a) constitute a waiver or release of any Claims or Interests in any respect; (b) prejudice in any manner the rights of such Debtor or any other Entity in any respect; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity in any respect.

ARTICLE IX.
CONDITIONS TO CONFIRMATION AND EFFECTIVE DATE

9.1 Conditions Precedent to Confirmation

It shall be a condition to Confirmation hereof that the following provisions, terms and conditions shall have been satisfied or waived pursuant to the provisions section 9.3 of Article IX:

1. The Bankruptcy Court shall have entered a Final Order, in form and substance acceptable to the Debtors, approving the Disclosure Statement with respect to the Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code; *provided, however*, that the order approving the Disclosure Statement will be deemed to by a Final Order even if an appeal has been or may be taken, or a petition for certiorari has been or may be filed, and not been resolved so long as the Confirmation Order has not been reserved, stayed, modified or amended.

2. All provisions, terms and conditions hereof shall have been approved in the Confirmation Order, which shall be reasonably satisfactory in form and substance to Debtors.

9.2 Conditions Precedent to Effective Date

It shall be a condition to the Effective Date that the following provisions, terms and conditions shall have been satisfied or waived pursuant to section 9.3 of Article IX.

1. The Confirmation Order, which shall include a finding by the Bankruptcy Court that any Plan Securities to be issued on the Effective Date will be authorized and exempt from any taxes pursuant to section 1146(a) of the Bankruptcy Code and otherwise reasonably satisfactory in form and substance to the Debtors, shall be a Final Order; *provided* that the Confirmation Order will be deemed to be a Final Order even if an appeal has been or may be taken, or a petition for certiorari has been or may be filed, and not been resolved so long as the Confirmation Order has not been reserved, stayed, modified or amended.

2. Any amendments or modifications to the Plan made after the entry of the Confirmation Order shall be reasonably satisfactory in form and substance to the Debtors.

3. All of the schedules, documents, supplements and exhibits to the Plan, including any Plan Supplement, shall have been filed in form and substance acceptable to the Debtors.

4. The Debtors shall have executed and delivered appropriate definitive documentation regarding the Exit Facility Documents and all conditions precedent to the consummation thereof shall have been waived or satisfied in accordance with the terms thereof.

5. All material governmental, regulatory and third party licenses, approvals, waivers and/or consents in connection with the terms of this Plan shall have been obtained and shall remain in full force and effect and there shall exist no claim, action, suit, investigation,

litigation or proceedings, pending or threatened in any court or before any arbitrator or governmental instrument, which would prohibit the transactions contemplated herein.

9.3 Waiver of Conditions to Confirmation Date and Effective Date

The conditions to Confirmation of the Plan and the conditions to the occurrence of the Effective Date set forth in Article IX may, in each case, be waived at may be waived by the Debtors without notice, leave or order of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the Plan. However, the for avoidance of doubt, entry of the Confirmation Order may not be waived.

9.4 Effect of Nonoccurrence of the Conditions to Effective Date

If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against the Debtors; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests or any other Entity; or (3) constitute an admission, acknowledgement, offer or understanding by the Debtors, any Holders of Claims or Interests or any other Entity in any respect.

ARTICLE X.
ADMINISTRATIVE PROVISIONS

10.1 Retention of Jurisdiction.

Provided that the following neither expands nor reduces the Bankruptcy Court's subject matter jurisdiction or the jurisdiction of any other court or regulatory body beyond that allowed for the Chapter 11 Cases by applicable law, notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

i. Allow, disallow, subordinate, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim, of any request for the payment or distribution on account of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code, and of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

ii. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

iii. Resolve any matters related to: (a) the assumption, assumption and assignment, or rejects of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure Claims pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article VI hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or unexpired;

iv. Ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;

v. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date or may be instituted by the Reorganized Debtors prior to or after the Effective Date;

vi. Adjudicate, decide, or resolve any and all matters related to Causes of Action;

vii. Adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

viii. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or Disclosure Statement;

ix. Enter and enforce any order for the sale of property pursuant to section 363, 1123, or 1146(a) of the Bankruptcy Code;

x. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

xi. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

xii. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in Article VII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

xiii. Here and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including any disputed relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

xiv. Resolve any cases, controversies, suits, disputes or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for Claims paid by third parties.

xv. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

xvi. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or Disclosure Statement;

xvii. Enter an order or final decree concluding or closing the Chapter 11 Cases;

xviii. Adjudicate any and all disputes arising from or relating to the distributions under the Plan;

xix. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

xx. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

xxi. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

xxii. Enforce all orders previously entered by the Bankruptcy Court; and

xxiii. Hear any other matter not inconsistent with the Bankruptcy Code.

10.2 Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Florida, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; provided, however, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in Florida shall be governed by the laws of the state of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

10.3 Immediate Binding Effect

Subject to Article IX hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and to the extent necessary any Plan Supplement, shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, relates, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

10.4 Amendments and Additional Documents

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or appropriate to effectuate the provisions and intent of the Plan.

10.5 Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

10.6 Service of Documents

After the Effective Date, any pleading, notice or other document required by the Plan to be served on or delivered to the Reorganized Debtors shall be served on:

Daniel A. DeMarco
Christopher B. Wick
HAHN LOESER & PARKS LLP
200 Public Square, Suite 2800
Cleveland, Ohio 44114
Telephone: (216) 621-0150
Facsimile: (216) 241-2824
E-mail: dademarco@hahnlaw.com
cwick@hahnlaw.com

After the Effective Date, the Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

10.7 Severability

If, prior to the Effective Date, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid and enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall be deemed to provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without Debtors' consent; and (3) non-severable and mutually dependent.

10.8 Confirmation Order and Plan Control

To the extent the Confirmation Order and/or this Plan is inconsistent with the Disclosure Statement, any other agreement entered into between or among any Debtor(s), or any

of them and any third party, this Plan shall control. To the extent of any inconsistencies between this Plan and the Confirmation Order, the Confirmation Order shall control.

10.9 Payment of Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court, shall be paid for each quarter (including any fraction thereof) until the first to occur of the Chapter 11 Cases being converted, dismissed, or closed.

10.10 Time

Unless otherwise specified herein, in computing any period of time prescribed or allowed by the Plan, the Day of the act or event from which the designated period begins to run shall not be included. The last Day of the period so computed shall be included, unless it is not a Business Day, in which event the period runs until the end of next succeeding Day that is a Business Day. Otherwise, the provisions of Bankruptcy Rule 9006 shall apply.

10.11 Continuation of Injunctions and Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan and Confirmation Order shall remain in full force and effect in accordance with their terms.

10.12 Section 1146 Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, no issuance, transfer or exchange of any security, transfer of any property, or making, delivery, filing or recording of any instrument of transfer, in each case in contemplation of, in connection with or pursuant to the Plan (including, for this purpose, in connection with the Exit Facility Agreement and other documents related to the transactions described in Article V shall be subject to any recording tax, stamp tax, transfer tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfer of property without the payment of any such tax or governmental assessments. Such exemption specifically applies, without limitation, to (1) the creation of any mortgage, deed of trust, Lien or other security interest, (2) the making or assignment of any lease or sublease, (3) and the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including but not limited to: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation or dissolution; (c) deeds; or (d) assignments executed in connection with any transaction occurring under the Plan.

10.13 Entire Agreement

Except as otherwise indicated, the Plan and to the extent necessary any Plan Supplement, supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

10.14 Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall have entered the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan or the Disclosure Statement, shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims and Interests prior to the Effective Date.

10.15 Rules of Construction

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement, the Plan, any Plan Supplement, or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-documents portion of the Plan shall govern and control. Any terms used herein that is not defined herein shall have the meanings ascribed to any such term used in the Bankruptcy Code and or the Bankruptcy Code, if used therein.

Dated: October 27, 2011
Fort Myers, Florida

Respectfully submitted,

/s/ John S. Sarrett

John S. Sarrett (FL Bar No. 0812811)
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and

/s/ Daniel A. DeMarco

Daniel A. DeMarco (OH Bar No. 0038920)
Christopher B. Wick (OH Bar No. 0073126)
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E-mail: dademarco@hahnlaw.com
cwick@hahnlaw.com

Counsel to the Debtors

Schedule 3.7
Miscellaneous Secured Claims of Vehicle Lenders

<u>Creditor</u>	<u>Collateral</u>	<u>VIN (last 4 digits)</u>
Land Rover Capital Group	2010 Land Rover Range Rover Sport	6333
BMW Bank of North America	2011 BMW 535i	6828
Naples Lending Group, L.C.	2007 Ford Explorer	1587
Naples Lending Group, L.C.	2009 Ford F-150	7767
Naples Lending Group, L.C.	2009 Ford F-150	6537
Ford Motor Credit	2009 Ford F-150	5918
Naples Lending Group, L.C.	2007 Peterbilt 335	6890
General Electric Capital Corporation		
Naples Lending Group, L.C.	2007 Peterbilt 335	6889
General Electric Capital Corporation		
Naples Lending Group, L.C.	2005 Peterbilt 335	1056
All Points Capital One Equipment Leasing	2009 Peterbilt 384	5861
General Electric Capital Corporation	2008 Peterbilt 385	6306
All Points Capital One Equipment Leasing		
All Points Capital One Equipment Leasing	2009 Peterbilt 384	9118
All Points Capital One Equipment Leasing	2009 Peterbilt 384	9126
Naples Lending Group, L.C.	2007 Peterbilt 385	2307
General Electric Capital Corporation		
All Points Capital One Equipment Leasing		

<u>Creditor</u>	<u>Collateral</u>	<u>VIN (last 4 digits)</u>
All Points Capital One Equipment Leasing	2009 Peterbilt 384	9123
All Points Capital One Equipment Leasing	2008 Peterbilt 384	6308
All Points Capital One Equipment Leasing	2009 Peterbilt 384	9119
All Points Capital One Equipment Leasing	2008 Peterbilt 384	9117
All Points Capital One Equipment Leasing	2009 Peterbilt 384	9120
All Points Capital One Equipment Leasing	2009 Peterbilt 384	9122
All Points Capital One Equipment Leasing	2009 Peterbilt 384	9116
Citicapital Commercial Corporation	2008 Peterbilt 384	5820
All Points Capital One Equipment Leasing	2008 Peterbilt 384	6307
All Points Capital One Equipment Leasing	2009 Peterbilt 384	9124
All Points Capital One Equipment Leasing	2009 Peterbilt 384	5860
All Points Capital One Equipment Leasing	2009 Peterbilt 384	9121
Naples Lending Group, L.C.	2007 Peterbilt 385	2306
General Electric Capital Corporation		
Naples Lending Group, L.C.	2001 LBT Tanker Trailer	1503
Naples Lending Group, L.C.	2005 Polar Tanker Trailer	4164

<u>Creditor</u>	<u>Collateral</u>	<u>VIN (last 4 digits)</u>
Naples Lending Group, L.C.	2008 Polar Tanker Trailer	7652
General Electric Capital Corporation		
Naples Lending Group, L.C.	2003 Polar Tanker Trailer	3627
Naples Lending Group, L.C.	2005 Polar Tanker Trailer	4645
Naples Lending Group, L.C.	2005 LBT Tanker Trailer	3803
Naples Lending Group, L.C.	2005 Polar Tanker Trailer	4365
Naples Lending Group, L.C.	2001 Heil Tanker Trailer	5959
Naples Lending Group, L.C.	2005 Polar Tanker Trailer	4634
Naples Lending Group, L.C.	2006 Polar Tanker Trailer	5045
Naples Lending Group, L.C.	2003 Polar Tanker Trailer	3592
Naples Lending Group, L.C.	2005 Polar Tanker Trailer	4541
Naples Lending Group, L.C.	2004 LBT Tanker Trailer	8301
Naples Lending Group, L.C.	2007 Peterbilt 357	7041
General Electric Capital Corporation		
OFC Capital Corp./Wachovia	2008 Peterbilt 365	2913
Naples Lending Group, L.C.	2006 Peterbilt 357	1982
Naples Lending Group, L.C.	2006 Peterbilt 335	4496
Naples Lending Group, L.C.	2008 Peterbilt 365	2914
General Electric Capital Corporation		
Naples Lending Group, L.C.	2008 Peterbilt 365	2911
General Electric Capital Corporation		
Naples Lending Group, L.C.	2007 Peterbilt 357	7040
General Electric Capital Corporation		

<u>Creditor</u>	<u>Collateral</u>	<u>VIN (last 4 digits)</u>
Naples Lending Group, L.C.	2008 Peterbilt 365	2912
General Electric Capital Corporation		
Patriot Capital Corporation	2008 Peterbilt 365	2910
Naples Lending Group, L.C.	2006 Peterbilt 357	3375
Naples Lending Group, L.C.	2007 Peterbilt 357	7042
General Electric Capital Corporation		
Naples Lending Group, L.C.	2007 Peterbilt 357	7043
General Electric Capital Corporation		
US Bankcorp	Equipment	
OFC Capital Corp/Wachovia	Equipment	
Patriot Capital Corporation	Equipment	

Schedule 3.11**Deficiency Claims Relating to Automotive Assets**

<u>Creditor</u>	<u>Surrendered Automobile</u>	<u>VIN (last 4 digits)</u>
VW Credit, Inc.	2010 Audi S4	5663
BMW Bank of North America	2011 BMW X5	1027
BMW Bank of North America	2011 BMW X5	4971
Ally Financial f/k/a GMAC, Inc.	2010 Ford Mustang Shelby GT500	1323
Mercedes-Benz Financial Services USA, LLC	2010 Mercedes-Benz GL 450	7083
Mercedes-Benz Financial Services USA, LLC	2010 Mercedes-Benz ML350W	1349
Branch Banking & Trust Company	2011 Jaguar XK	0805
VW Credit, Inc.	2011 Masseratti Gran Turismo	4829
VW Credit, Inc.	2011 Bentley Continental Flying Spur	8253

Schedule 3.12

Deficiency Claims Relating to Nautical Assets

<u>Creditor</u>	<u>Nautical Asset</u>
Northern Trust	<p>Naples Bay Resort (Slip Nos. A6 and B7) Unit B-07 of THE MARINA CONDOMINIUM AT NAPLES BAY RESORT, a condominium according to the Declaration of Condominium recorded in O.R. Book 4330, Pages 967 through 1013, inclusive, of the Public Records of Collier County, Florida, and the undivided share of the common elements to the Condominium, together with: a license to use "Slip" B-07 in the "Marina", as those terms are defined in the Master Boat Slip License for The Marina at Naples Bay Resort recorded in O.R. Book 4327, Pages 1205 through 1292, inclusive of the Public Records of Collier County, Florida (the "Master License").</p> <p>Parcel No. 12226000144</p>
Northern Trust	<p>Wet Slip 20</p> <p>Naples Boat Club Wet Slip Marina, according to and subject to the Declaration of Covenants and Restrictions for Naples Boat Club Wet Slip Marina, recorded in Official Records Book 3151, Pages 122 through 187, Public Records of Collier County, Florida.</p>

Schedule 6.2**Leases and Contracts to be Assumed**

<u>Other Party to Lease / Contract</u>	<u>Description of Contract or Lease</u>
<u>Evans Oil Company, LLC</u>	
Aramark Uniform Services	Service Agreement
AT&T Wireless	Service Agreement – Acct No. 836611339
AT&T Wireless	Service Agreement – Acct No. 839511356
Bluecross Blueshield of Florida	Insurance Agreement – Health Benefit Plan 3160
Bluecross Blueshield of Florida	Insurance Agreement – Health Benefit Plan 3161
Bluecross Blueshield of Florida	Insurance Agreement – Health Benefit Plan 3564
City of Naples Florida	Service Agreement – Utility (Water)
Copy Concepts, Inc.	Equipment Lease and Service Agreement
DM2 Software	Service Agreement – Software Maintenance Contract
Federated Insurance	Insurance Agreement – Policy No. 202384
Federated Insurance	Insurance Agreement – Policy No. 204331
First Insurance Funding	Insurance Agreement
Florida Power & Light	Service Agreement – Utility (Electricity)
KCWL	Non-Residential Lease Agreement – Intercompany
Long Run, LLC	Non-Residential Lease Agreement – Warehouse and Improvements on Exchange Avenue
National Interstate Insurance Company	Insurance Agreement – Policy No. EFD 4830121 00
Nationwide Financial Services	Adoption Agreement – Non-Standardized 401(K) Profit Sharing Plan

<u>Other Party to Lease / Contract</u>	<u>Description of Contract or Lease</u>
Ohio National Life Insurance	Insurance Agreement – Policy No. 1530595
Ohio National Life Insurance	Insurance Agreement – Policy No. 671060
Patriot Capital Corporation	EFA Corporate Guaranty – Agreement No. 7225228
Patriot Capital Corporation	2007 Peterbilt (2910)
Patriot Capital Corporation	Corporate Guaranty; Equipment Financing
Piney Bowes Postage By Phone	Service Agreement
Premier Security Systems, LLC d/b/a Intertech Lifelink	Service Agreement
Premium Assignment Corp.	Insurance Agreement – Property
RML, LLC	Vehicle Lease Agreement – 2006 Peterbilt (6463)
RML, LLC	Vehicle Lease Agreement – 2007 Peterbilt (7042)
RML, LLC	Vehicle Lease Agreement – 2006 ALMAC LP45A Tank Body 05-12890
RML, LLC	Vehicle Lease Agreement – 2007 Peterbilt (2306)
RML, LLC	Vehicle Lease Agreement – 2007 Peterbilt (7043)
RML, LLC	Vehicle Lease Agreement – 2006 ALMAC Tank 05-12892
RML, LLC	Vehicle Lease Agreement – 2007 Peterbilt (2307)
RML, LLC	Vehicle Lease Agreement – 2008 Peterbilt (2912)
RML, LLC	Vehicle Lease Agreement – 2008 Peterbilt (2914)
RML, LLC	Vehicle Lease Agreement – Tank 07-13545
RML, LLC	Vehicle Lease Agreement – 2008 Peterbilt (2911)
RML, LLC	Vehicle Lease Agreement – Tank 601772-C0209
RML, LLC	Vehicle Lease Agreement – 2008 Peterbilt (5820)

<u>Other Party to Lease / Contract</u>	<u>Description of Contract or Lease</u>
RML, LLC	Vehicle Lease Agreement – 2008 Peterbilt (6889)
RML, LLC	Vehicle Lease Agreement – 2008 Peterbilt (6890)
RML, LLC	Vehicle Lease Agreement – 2008 Polar Tanker (7652)
RML, LLC	Vehicle Lease Agreement – Peterbilt Mode 384 tractor (5860)
RML, LLC	Vehicle Lease Agreement – Peterbilt Mode 384 Tractor (5861)
Shred-It USA Inc.	Service Agreement
Sprint	Service Agreement
Trimble Navigation Limited	Service Agreement – Installation and Service Plan; Subscription Agreement
Vanguard Cleaning Services	Service Agreement – Cleaning / Janitorial Services
Waste Management of South Florida	Service Agreement – Non-Hazardous Waste Management
Windstream Nuvox, Inc.	Service Agreement
<u>KCWL, LLC</u>	
Evans Oil Company, LLC	Non-Residential Lease Agreement – Intercompany
<u>Long Petroleum Products, LLC</u>	
Nationwide Financial Services, Inc.	Adoption Agreement – non-Standardized 401(K); Profit Sharing Plan
Okeechobee Petroleum, LLC	Non-Residential Lease Agreement
<u>Long Run, LLC</u>	
Evans Oil Company, LLC	Non-Residential Lease Agreement – Warehouse and Improvements on Exchange Avenue
<u>Long Equipment Finance, LLC</u>	
Courtesy Chevron	Long Equipment Leases
Key West Harbor Yacht Club	Long Equipment Leases

<u>Other Party to Lease / Contract</u>	<u>Description of Contract or Lease</u>
Naples Harbor Yacht Club	Long Equipment Leases
Patriot Capital Corporation	Equipment Finance Agreement No. 695484
Patriot Capital Corporation	Equipment Finance Agreement No. 6000783
Pavillion Chevron	Long Equipment Leases
<u>RML, LLC</u>	
Alter Moneta Corporation	Loan & Security Agreement; 2009 Peterbilt (9116)
Alter Moneta Corporation	Loan & Security Agreement; 2009 Peterbilt (9124)
Alter Moneta Corporation	Loan & Security Agreement; 2008 Peterbilt (6307)
Alter Moneta Corporation	Loan & Security Agreement; 2008 Peterbilt (6306)
Alter Moneta Corporation	Loan & Security Agreement; 2008 Peterbilt (6308)
Alter Moneta Corporation	Loan & Security Agreement; 2007 Polar Tanker (6009); 2007 Polar Tanker Trailer (6182)
Alter Moneta Corporation	Loan & Security Agreement; 2007 PTTI Trailer (6182)
BMW Bank of North America	Finance Agreement; 2011 BMW (6828)
Citicapital Commercial Corporation	Loan & Security Agreement; 2008 Peterbilt (5820)
Evans Oil Company, LLC	Vehicle Lease Agreement – 2006 Peterbilt (6463)
Evans Oil Company, LLC	Vehicle Lease Agreement – 2007 Peterbilt (7042)
Evans Oil Company, LLC	Vehicle Lease Agreement – 2006 ALMAC LP45A Tank Body 05-12890
Evans Oil Company, LLC	Vehicle Lease Agreement – 2007 Peterbilt (2306)
Evans Oil Company, LLC	Vehicle Lease Agreement – 2007 Peterbilt (7043)
Evans Oil Company, LLC	Vehicle Lease Agreement – 2006 ALMAC Tank 05-12892
Evans Oil Company, LLC	Vehicle Lease Agreement – 2007 Peterbilt (2307)

<u>Other Party to Lease / Contract</u>	<u>Description of Contract or Lease</u>
Evans Oil Company, LLC	Vehicle Lease Agreement – 2008 Peterbilt (2912)
Evans Oil Company, LLC	Vehicle Lease Agreement – 2008 Peterbilt (2914)
Evans Oil Company, LLC	Vehicle Lease Agreement – Tank 07-13545
Evans Oil Company, LLC	Vehicle Lease Agreement – 2008 Peterbilt (2911)
Evans Oil Company, LLC	Vehicle Lease Agreement – Tank 601772-C0209
Evans Oil Company, LLC	Vehicle Lease Agreement – 2008 Peterbilt (5820)
Evans Oil Company, LLC	Vehicle Lease Agreement – 2008 Peterbilt (6889)
Evans Oil Company, LLC	Vehicle Lease Agreement – 2008 Peterbilt (6890)
Evans Oil Company, LLC	Vehicle Lease Agreement – 2008 Polar Tanker (7652)
Evans Oil Company, LLC	Vehicle Lease Agreement – Peterbilt Mode 384 tractor (5860)
Evans Oil Company, LLC	Vehicle Lease Agreement – Peterbilt Mode 384 Tractor (5861)
Ford Motor Credit	Finance Agreement - 2009 Ford F150 (5918)
General Electric Capital Corporation	Security Agreement, Conditional Sale Contract – 2006 Peterbilt (6462)
General Electric Capital Corporation	Security Agreement, Conditional Sale Contract – 2007 Peterbilt (7042); 2006 ALMAC LP45A Tank Body 05-12890
General Electric Capital Corporation	Security Agreement, Conditional Sale Contract – 2007 Peterbilt (2306)
General Electric Capital Corporation	Security Agreement, Conditional Sale Contract – 7040; 2007 Seneca Tank 12890
General Electric Capital Corporation	Security Agreement, Conditional Sale Contract – 2007 Peterbilt (7041)

<u>Other Party to Lease / Contract</u>	<u>Description of Contract or Lease</u>
General Electric Capital Corporation	Security Agreement, Conditional Sale Contract – 2007 Peterbilt (7043); 2006 ALMAC Tank 05-1289
General Electric Capital Corporation	Security Agreement, Conditional Sale Contract – 2007 Peterbilt (2307)
General Electric Capital Corporation	Security Agreement, Conditional Sale Contract – 2008 Peterbilt (2912)
General Electric Capital Corporation	Security Agreement, Conditional Sale Contract – 2008 Peterbilt (2914); Tank 07-13545
General Electric Capital Corporation	Security Agreement, Conditional Sale Contract – 2008 Peterbilt (2911); Tank 601772-C0209
General Electric Capital Corporation	Security Agreement, Conditional Sale Contract – 2008 Peterbilt (6889); 2008 Peterbilt (6890)
General Electric Capital Corporation	Security Agreement, Conditional Sale Contract – 2008 Polar Tanker (7652)
Land Rover Capital Group	Finance Agreement – 2010 Range Rover Sport (6333)
OFC Capital Corp / Wachovia	Finance Agreement – 2008 Peterbilt (2913)
Patriot Capital Corp	Equipment Finance Agreement No. 6000627
Patriot Capital Corp	Titled Equipment Finance Agreement – 2007 Peterbilt (2910)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (9119)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (9125)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (5860)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (5861)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (9117)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (9120)

<u>Other Party to Lease / Contract</u>	<u>Description of Contract or Lease</u>
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (9126)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (9118)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (9121)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (9122)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (9123)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (9116)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (9124)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2007 Peterbilt (7040); 2007 Seneca Tank (12890)
Peterbilt Motors Company	Vehicle Warranty Agreement – 2008 Peterbilt (2914); Tank 07-13545
Peterbilt Motors Company	Vehicle Warranty Agreement – 2NPLHM6X98M746889
Peterbilt Motors Company	Vehicle Warranty Agreement – 2009 Peterbilt (9126)

EXHIBIT B

Disclosure Statement Order
(without exhibits)

Not attached – Filing to be
supplemented

EXHIBIT C

Financial Projections

Evans Oil Company, LLC

Income Statement

	Actual					Projected				
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Sales revenue	153,517,040	166,478,181	175,496,859	106,880,373	127,467,774	171,088,595	157,848,102	167,177,676	177,067,024	187,549,734
Cost of goods sold	136,282,572	151,512,887	162,501,013	96,909,586	117,963,080	161,928,396	149,529,041	158,211,788	167,406,189	177,142,385
Gross Margin	17,234,467	14,965,294	12,995,846	9,970,788	9,504,695	9,160,199	8,319,061	8,965,888	9,660,835	10,407,349
Operating expenses	13,766,292	15,688,639	11,433,894	9,628,157	8,703,327	8,134,816	5,864,743	5,664,057	5,543,598	5,751,906
Operating income	3,468,175	(723,344)	1,561,952	342,631	801,367	1,025,383	2,454,317	3,301,831	4,117,237	4,655,443
Other (income)/expense	(295,362)	(845,707)	(661,438)	(656,756)	325,036	(54,918)	323,593	340,285	598,432	323,239
Interest	914,734	1,279,068	1,167,686	819,586	1,401,884	44,477	1,376,333	1,330,833	505,687	512,667
Asset adjustments	-	-	-	-	-	-	-	-	-	-
Bankruptcy expenses	-	-	-	-	-	3,090,184	-	-	-	-
	619,372	433,361	506,248	162,830	1,726,920	3,079,743	1,699,926	1,671,119	1,104,119	835,906
Net Income	2,848,803	(1,156,705)	1,055,704	179,801	(925,553)	(2,054,360)	754,391	1,630,713	3,013,118	3,819,537

Balance Sheet

	Actual					Projected				
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Current Assets										
Cash	611,844	593,351	938,348	1,942	(904,060)	12,701,122	3,036,042	3,402,877	3,239,573	5,221,513
Trade A/R	9,278,609	9,344,665	5,587,150	7,174,857	9,144,613	-	8,941,615	9,470,515	10,031,148	10,625,419
Misc receivables & Allowance	3,033,259	230,029	250,697	25,767	37,533	-	-	-	-	-
Prepaid Expenses	1,143,678	210,167	406,344	336,220	362,138	393,162	393,162	393,162	393,162	393,162
Inventory	2,317,144	2,057,778	2,052,566	1,926,501	2,046,408	-	1,492,251	1,579,133	1,671,135	1,763,229
	16,384,533	12,435,990	9,235,104	9,465,288	10,686,632	13,094,284	13,863,070	14,845,687	15,335,018	18,003,324
Fixed Assets										
At Cost	7,105,034	8,343,890	9,026,157	9,606,616	9,763,421	-	245,833	315,833	388,333	598,333
Accumulated Depr	(1,744,134)	(1,763,233)	(2,181,533)	(2,597,157)	(3,047,580)	-	(30,000)	(60,000)	(90,000)	(120,000)
	5,360,900	6,580,657	6,844,624	7,009,459	6,715,841	-	215,833	255,833	298,333	478,333
Other Assets										
Long Term License Agreements	45,000	101,535	92,658	304,185	273,538	-	-	-	-	-
Loans to Stations	423,610	309,500	91,886	125,956	79,011	-	-	-	-	-
Investments - Real Estate & Other	1,418,786	1,667,017	2,511,515	2,511,515	1,659,000	-	-	-	-	-
Deposits	90,916	22,870	18,070	10,070	16,475	2,750,000	2,950,000	2,950,000	2,950,000	2,950,000
Loan & LC Costs	110,581	184,783	250,379	387,861	446,875	-	-	-	-	-
Accum Amort of Loan Costs	(12,436)	(7,663)	(50,056)	(74,128)	(144,281)	-	-	-	-	-
Goodwill	571,833	571,833	571,833	571,833	-	-	-	-	-	-
Cash surrender value of life insurance	-	209,807	255,723	281,658	91,849	-	-	-	-	-
	2,648,291	5,367,402	6,049,728	4,118,951	2,422,467	2,750,000	2,950,000	2,950,000	2,950,000	2,950,000
	24,393,724	24,384,048	22,129,456	20,593,698	19,824,940	15,844,284	17,028,904	18,051,520	18,583,351	21,431,657

	Actual					Projected				
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Current Liabilities										
Accounts Payable - Trade	802,809	151,078	120,031	79,023	176,780	1,676	1,117	559	(0)	(0)
Lender deficiency claims						400,000	266,667	133,333	(0)	(0)
Fuel Payable-Post petition	4,398,713	4,153,213	2,627,292	3,500,595	3,936,836	2,184,605	2,184,605	2,184,605	2,184,605	2,184,605
Fuel Payable-Post confirmation						-	2,750,000	3,025,000	3,162,500	3,300,000
Transmontaine excess credit	-	-	-	-	-	1,020,000	-	-	-	-
Oil Payable-Post petition	754,141	365,681	214,620	194,414	289,652	-	-	-	-	-
Oil Payable-Post confirmation						-	264,857	280,454	296,970	314,460
Credit Card Clearing	69,448	313,926	75,701	108,061	127,004	317,835	286,052	303,215	321,408	340,692
Accrued Wages	3,714	8,361	160,087	36,361	47,211	49,909	49,909	49,909	49,909	49,909
Accrued Interest	92,241	39,220	31,920	14,376	47,091	-	-	-	-	-
Professional fee accrual	-	-	-	-	-	875,094	(0)	-	-	-
Federal tax accrual	-	-	-	-	-	-	-	58,385	103,478	121,200
Sales & Fuel Tax Payable	285,881	264,980	207,601	196,294	189,736	221,022	198,920	210,855	223,507	236,917
	<u>6,406,947</u>	<u>5,296,460</u>	<u>3,437,253</u>	<u>4,129,123</u>	<u>4,814,310</u>	<u>5,070,142</u>	<u>6,002,127</u>	<u>6,246,316</u>	<u>6,342,377</u>	<u>6,547,783</u>
Long term Liabilities										
Line of Credit	7,026,590	2,388,934	4,450,000	9,000,000	11,822,407	-	-	-	-	-
Bank Term Debt	10,261,717	17,369,717	16,714,645	16,016,553	15,767,547	-	-	-	-	-
Fifth Third Term Overdraft	-	-	-	-	-	-	-	-	-	-
Northern Trust	-	-	835,174	777,401	719,628	-	-	-	-	-
Interest Collar Contract	-	368,543	1,314,625	753,751	957,890	-	-	-	-	-
New Line of Credit	-	-	-	-	-	10,500,000	10,500,000	10,500,000	9,327,899	9,879,077
New Rolling Stock Term Loan	-	-	-	-	-	1,000,000	800,000	600,000	400,000	200,000
	<u>17,288,307</u>	<u>20,127,194</u>	<u>23,314,444</u>	<u>26,547,705</u>	<u>29,267,472</u>	<u>11,500,000</u>	<u>11,300,000</u>	<u>11,100,000</u>	<u>9,727,899</u>	<u>10,079,077</u>
Equity										
Other Comprehensive Income	-	(368,543)	(1,321,238)	(753,761)	(957,890)	(957,890)	(957,890)	(957,890)	(957,890)	(957,890)
Debt forgiveness						13,047,109	13,047,109	13,047,109	13,047,109	13,047,109
Member's Deficit	10,150,058	8,993,354	384,941	(3,115,037)	(13,298,952)	(15,250,960)	(14,798,325)	(13,819,897)	(12,012,026)	(9,720,304)
Inter Company Transfers	-	-	(900,183)	(943,267)	-	(349,752)	(349,752)	(349,752)	(349,752)	(349,752)
New Stock						3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Distributions	(9,451,589)	(9,664,417)	(2,785,761)	(5,271,065)	-	(214,365)	(214,365)	(214,365)	(214,365)	(214,365)
	<u>698,470</u>	<u>(1,039,606)</u>	<u>(4,622,242)</u>	<u>(10,083,130)</u>	<u>(14,256,842)</u>	<u>(725,858)</u>	<u>(273,223)</u>	<u>705,204</u>	<u>2,513,075</u>	<u>4,804,797</u>
	<u>24,393,724</u>	<u>24,384,048</u>	<u>22,129,455</u>	<u>20,593,698</u>	<u>19,824,940</u>	<u>15,844,284</u>	<u>17,028,904</u>	<u>18,051,520</u>	<u>18,583,351</u>	<u>21,431,657</u>

Statement of Cash Flow

	Actual					Projected				
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Net Income	-	(1,156,705)	1,055,704	179,801	(925,553)	(1,952,008)	452,635	978,428	1,807,871	2,291,722
Plus:										
Depreciation	-	437,383	418,300	437,563	450,423	(3,047,580)	30,000	30,000	30,000	30,000
Amortization	-	-	-	-	-	-	-	-	-	-
Decrease (increase) in Accounts Receivable	-	(66,056)	3,757,515	(1,587,708)	(1,969,756)	9,144,613	(8,941,615)	(528,899)	(560,633)	(594,271)
Decrease (increase) in Misc. Receivables	-	2,803,230	(20,668)	224,929	(11,766)	37,533	-	-	-	-
Decrease (increase) in Inventories	-	259,366	5,212	126,064	(119,907)	2,046,408	(1,492,251)	(86,882)	(92,001)	(92,095)
Decrease (increase) in Prepaids	-	933,510	(196,176)	70,124	(25,918)	(31,024)	-	-	-	-
Increase (decrease) in Accounts Payable	-	(1,041,213)	(1,946,254)	844,448	648,179	(606,156)	1,829,181	173,868	38,317	174,274
Increase (decrease) in Accruals	-	(69,273)	87,047	(152,578)	37,008	861,988	(897,196)	70,321	57,744	31,132
Miscellaneous adjustments	-	-	-	-	-	-	-	-	-	-
Net Cash Flow From Operating Activities	-	2,100,241	3,160,680	142,644	(1,917,289)	6,453,775	(9,019,246)	636,835	1,281,297	1,840,762
Investing Activities										
Capital expenditures	-	(1,657,140)	(682,267)	(602,398)	(156,806)	9,763,421	(245,833)	(70,000)	(72,500)	(210,000)
Decrease (increase) in Other Assets	-	(2,719,111)	(682,327)	1,930,777	1,696,484	(327,533)	(200,000)	-	-	-
Intercompany transfers	-	-	(900,183)	(43,084)	943,267	-	-	-	-	-
Cash Flow From Investing Activities	-	(4,376,250)	(2,264,777)	1,285,296	2,482,945	9,435,888	(445,833)	(70,000)	(72,500)	(210,000)
Financing Activities										
Distributions	-	(581,371)	(3,738,157)	(5,597,606)	(4,191,426)	(214,365)	-	-	-	-
Increase (decrease) in Debt	-	2,838,887	3,187,250	3,233,260	2,719,767	(17,767,472)	(200,000)	(200,000)	(1,372,101)	351,178
New Equity	-	-	-	-	-	3,000,000	-	-	-	-
Preferred dividend	-	-	-	-	-	-	-	-	-	-
Debt forgiveness	-	-	-	-	-	13,047,109	-	-	-	-
Interco transfers	-	-	-	-	-	(349,752)	-	-	-	-
Cash Flow From Financing Activities	-	2,257,516	(550,907)	(2,364,346)	(1,471,659)	(2,284,481)	(200,000)	(200,000)	(1,372,101)	351,178
Net Increase (Decrease) in Cash	-	(18,494)	344,996	(936,405)	(906,003)	13,605,182	(9,665,080)	366,835	(163,304)	1,981,940
Beginning Cash	-	611,844	593,351	938,348	1,942	(904,060)	12,701,122	3,036,042	3,402,877	3,239,573
Ending Cash	-	593,350	938,348	1,943	(904,060)	12,701,122	3,036,042	3,402,877	3,239,573	5,221,513

EXHIBIT D

Liquidation Analysis

Not attached – Filing to be
supplemented

EXHIBIT E

Exit Facility

Not attached – Filing to be
supplemented