IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:	:	CHAPTER 11
	:	
GRIER BROS. ENTERPRISES, INC.,	:	CASE NO. 17-56817-bem
	:	
Debtor.	:	

DISCLOSURE STATEMENT FOR PLAN OF REORGANIZATION

Dated this 29th day of May, 2018

Filed by:

Grier Bros. Enterprises, Inc., Debtor and Debtor in Possession

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NOTHING CONTAINED IN THIS DISCLOSURE STATEMENT IS AN OFFER, ACCEPTANCE, OR A LEGALLY BINDING OBLIGATION OF THE PLAN PROPONENTS OR ANY OTHER PARTY IN INTEREST. THIS DISCLOSURE STATEMENT IS SUBJECT TO THE BANKRUPTCY COURT'S APPROVAL AND CERTAIN OTHER CONDITIONS. THIS DISCLOSURE STATEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES. ACCEPTANCES OR REJECTIONS WITH RESPECT TO THE ACCOMPANYING PLAN MAY NOT BE SOLICITED UNTIL THE BANKRUPTCY COURT HAS APPROVED SOLICITATION PROCEDURES AND CONDITIONALLY APPROVED THIS DISCLOSURE STATEMENT. ANY SOLICITATION OF THE ACCOMPANYING PLAN WILL OCCUR ONLY IN COMPLIANCE WITH APPLICABLE PROVISIONS OF BANKRUPTCY LAWS.

Disclaimer

All Creditors and Interest Holders are advised and encouraged to read this Disclosure Statement and the Plan in their entirety. Plan summaries and statements made in this Disclosure Statement are qualified in their entirety by reference to the Plan, any exhibits, and the Disclosure Statement as a whole.

This Disclosure Statement has been prepared in accordance with Section 1125 of the Bankruptcy Code and Rule 3016(c) of the Federal Rules of Bankruptcy Procedure and not in accordance with federal or state securities laws. This Disclosure Statement has neither been approved nor disapproved by the Securities and Exchange Commission ("SEC"), nor has the SEC passed on the accuracy or adequacy of the statements contained herein. This Disclosure Statement was prepared to provide holders of Claims and Interests in Debtor with "adequate information" (as defined in the Bankruptcy Code) so that they can make an informed judgment about the Plan.

The information contained in this Disclosure Statement is included herein for the purpose of soliciting acceptances of the Plan and may not be relied upon for any purpose other than to make a judgment with respect to, and how to vote on, the Plan.

This Disclosure Statement contains summaries of certain provisions of the Plan, statutory provisions, documents related to the Plan, events in Chapter 11 Bankruptcy Case of the Debtor, and financial information. Although Debtor believes that the Plan and related document summaries are fair and accurate, such summaries are qualified to the extent that they do not set forth the entire text of such documents or statutory provisions.

Nothing contained herein shall (1) constitute an admission of any fact or liability by any party in any contested matter or adversary proceeding, (2) be admissible in any nonbankruptcy proceeding involving Debtor or any other party; provided, however, that in the event Debtor defaults under the Plan, the Disclosure Statement may be admissible in a proceeding relating to such default for the purpose of establishing the existence of such default, or (3) be deemed conclusive advice on the tax or other legal effects of Debtor's Plan as to holders of Claims or Interests. You should consult your personal counsel or tax advisor on any questions or concerns regarding tax or other legal consequences of the Plan.

Except for historical information, all the statements, expectations, and assumptions, including expectations and assumptions contained in this Disclosure Statement, involve a number of risks and uncertainties. Although Debtor has used its best efforts to be accurate in making these statements, it is possible that the assumptions made by Debtor may not materialize. In addition, other important factors could affect the prospect of recovery to creditors including, but not limited to, the inherent risks of litigation and the amount of Allowed Claims.

The representations in this Disclosure Statement are those of Debtor. Specifically, the current management of the Debtor, including Wayne Grier, has provided the information stated in the Disclosure Statement. No representations concerning Debtor are authorized other than as set forth in this Disclosure Statement. Any representation or

inducement made to secure acceptance of the Plan which are other than as contained in this document should not be relied upon by any person. The information contained herein has not been subject to a certified audit. Every effort, however, has been made to provide adequate financial information in this Disclosure Statement. The representations by Debtor are not warranted or represented to be without any inaccuracy, although every effort has been made to be accurate. Neither the Plan nor this Disclosure Statement has been designed to forecast consequences which follow from a general rejection of the Plan, although an attempt is made to state the consequences of a liquidation of Debtor.

I. Introduction and General Information

This disclosure statement ("Disclosure Statement") is submitted by Grier Bros. Enterprises, Inc. (the "Debtor") to provide information to parties in interest about the Plan of Reorganization (the "Plan") filed by Debtor. This introductory section is qualified in its entirety by the detailed explanations that follow and the provisions of the Plan.

On April 13, 2017 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code. The above-captioned bankruptcy case of the Debtor is sometimes referred to in this Disclosure Statement as the "Bankruptcy Case." This Disclosure Statement provides a history of the Debtor, the reasons for filing the Bankruptcy Case, key developments during the Bankruptcy Case and an explanation of the Plan.

In summary, the Debtor will continue operations of its businesses, and will pay Allowed Claims in the Bankruptcy Case pursuant to the terms of the Plan. Unless otherwise specified, holders of equity Interests in the Debtor will retain those Interests under the Plan. The projected income and expenses of Debtor through 2019 is shown on Exhibit "A" attached hereto. Funds required for implementation of the Plan and distributions under the Plan shall be provided from the regular operation of the Debtor as projected in the pro-forma.

The Debtor believes that the Plan is feasible and that confirmation of the Plan by the Bankruptcy Court is in the best interests of all parties-in-interest. No alternative would result in a greater recovery to Debtor's creditors.

II. The Disclosure Statement

This Disclosure Statement describes the Plan, alternatives to the Plan, effects of confirmation of the Plan, and the manner in which Distributions will be made under the Plan. In addition, this Disclosure Statement discusses the confirmation process and voting procedures that holders of Claims in Impaired Classes must follow for their votes to be counted.

Unless otherwise defined, capitalized terms used in this Disclosure Statement have the meanings ascribed to them in the Plan. In the event of an inconsistency between the Disclosure Statement and the Plan, the terms of the Plan shall govern and such inconsistency shall be resolved in favor of the Plan. The Effective Date, as defined in the Plan, shall mean the date that is thirty (30) days after the entry of a Confirmation Order.

The primary purpose of this Disclosure Statement is to provide parties entitled to vote on the Plan with adequate information so that they can make a reasonably informed decision prior to exercising their right to vote to accept or reject the Plan.

The Bankruptcy Court's approval of this Disclosure Statement constitutes neither a guaranty of the accuracy or completeness of the information contained herein, nor an endorsement of the Plan by the Bankruptcy Court.

When and if confirmed by the Bankruptcy Court, the Plan will bind Debtor and all holders of Claims against and Interests in Debtor, whether or not they are entitled to vote or did vote on the Plan and whether or not they receive or retain any Distributions or property under the Plan. Thus, you are encouraged to read this Disclosure Statement carefully. In particular, holders of Impaired Claims who are entitled to vote on the Plan are encouraged to read this Disclosure Statement, the Plan, and any exhibits to the Plan and Disclosure Statement carefully and in their entirety before voting to accept or reject the Plan. This Disclosure Statement contains important information about the Plan, the method and manner of distributions under the Plan, considerations pertinent to acceptance or rejection of the Plan, and developments concerning this Bankruptcy Case.

III. Voting and Confirmation Process

A. Voting Instructions

Accompanying this Disclosure Statement are copies of the following documents: (1) the Plan; and (2) a Ballot to be executed by holders of Claims to accept or reject the Plan. The Ballot contains voting instructions. Please read the instructions carefully to ensure that your vote will count.

The Disclosure Statement, the Solicitation Order (as defined herein), form of Ballot, and the related materials delivered together herewith (collectively, the "Solicitation Package"), are being furnished to Holders of Claims for the purpose of soliciting votes on the Plan.

If you did not receive a Ballot in your Solicitation Package, and believe that you should have received a Ballot, please contact Law Offices of Henry F. Sewell Jr., LLC, Buckhead Centre, 2964 Peachtree Road NW, Suite 555, Atlanta, GA 30305 (Attn: Henry F. Sewell, Jr., Esq.).

In order for your Ballot to count, it must be received within the time indicated on the Ballot and the Ballot must clearly indicate your Claim, the Class of your Claim and the amount of your Claim.

B. Who May Vote

Only a holder of an Allowed Claim classified in an Impaired Class is entitled to vote on the Plan. As set forth in Section 1124 of the Bankruptcy Code, a class is "Impaired" if legal, equitable, or contractual rights attaching to the claims or equity interests of that class are modified or altered.

Any class that is "unimpaired" is not entitled to vote to accept or reject a plan of reorganization and is conclusively presumed to have accepted the Plan.

A Claim must be "allowed" for purposes of voting in order for such creditor to have the right to vote. Generally, for voting purposes a Claim is deemed "allowed" absent an objection to the Claim if (1) a proof of claim was timely filed, or (ii) if no proof of claim was filed, the Claim is identified in Debtor's Schedules as other than "disputed," "contingent," or "unliquidated," and an amount of the Claim is specified in the Schedules, in which case the Claim will be deemed allowed for the specified amount. In either case, when an objection to a Claim is filed, the creditor holding the Claim cannot vote unless the Bankruptcy Court, after notice and hearing, either overrules the objection, or allows the Claim for voting purposes.

Debtor in all events reserves the right through the claim reconciliation process to object to or seek to disallow any claim for distribution proposed under the Plan.

C. Requirements of Confirmation

The Bankruptcy Court can confirm the Plan only if all the requirements of Section 1129 of the Bankruptcy Code are met. Those requirements include the following:

1. The Plan classifies Claims and Interests in a permissible manner;

2. The contents of the Plan comply with the technical requirements of the Bankruptcy Code;

3. The Plan has been proposed in good faith and not by any means forbidden by law;

4. The disclosures concerning the Plan are adequate and include information concerning all payments made or promised in connection with the Plan, as well as the identity, affiliations, and compensation to be paid to all officers, directors, and other insiders; and

5. The principal purpose of the Plan is not the avoidance of tax or the avoidance of the securities laws of the United States.

In addition to the confirmation requirements described above, the Debtor hopes that the Plan will be approved by all Impaired Classes of Claims entitled to vote. If, however, the Plan has not been approved by all Impaired Classes of Claims, the Court may nevertheless approve the Plan over the objections of a dissenting Class. The Plan may be approved so long as it does not discriminate unfairly, is fair and equitable with respect to each dissenting Class of Claims, and at least one Impaired Class has voted in favor of the Plan without regard to any votes of insiders. If necessary, Debtor will seek to have the Plan approved over potential objections.

D. Acceptance or Rejection of the Plan

The Class containing your Claim will have accepted the Plan by the favorable vote of a

majority in number and two-thirds in amount of Allowed Claims actually voting. In the event that any Impaired Class of Claims does not accept the Plan, the Bankruptcy Court may still confirm the Plan if an Impaired Class accepts it and if, as to each Impaired Class that has not accepted the Plan, the Plan "does not discriminate unfairly" and is "fair and equitable." If you hold an Allowed Secured Claim, the Plan is fair and equitable if: (a) you retain your lien and receive deferred cash payments totaling the allowed amount of your Claim as of the Effective Date of the Plan, (b) the collateral is sold and your Lien attaches to the proceeds of the sale, or (c) you are otherwise provided with the "indubitable equivalent" of your Allowed Secured Claim. If you hold a Claim that is not an Allowed Secured Claim, and your claim is not entitled to priority under Section 507 of the Bankruptcy Code, the Plan is fair and equitable if you receive property of a value equal to the allowed amount of your Claim or if no junior Class receives or retains anything under the Plan.

E. Feasibility

As a condition to confirmation of the Plan, Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of the Plan is not likely to be followed by the liquidation of the reorganized Debtor. The Debtor's pro-forma attached hereto as Exhibit "A" projects sufficient revenues and abilities by the Debtor to make payments as set forth in the Plan when due. Because the projections are based upon averages, the actual results will probably vary from the projection, but the projection should be substantially accurate and indicate the ability of the Debtor over the life of the Plan. There will be no event of default under the Plan if the Debtor fails to meet their projected revenues. Strict compliance with the pro-forma shall not be construed as a contractual obligation to creditors under the Plan.

F. Best Interest of Creditors

Confirmation of the Plan also requires that each claimant either (i) accept the Plan or (ii) under the Plan, and pursuant to Section 1129(a)(7) of the Bankruptcy Code, receive or retain property with a value, as of the Effective Date, that is not less than the value such claimant would receive or retain if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code.

In a Chapter 7 bankruptcy case, a Chapter 7 trustee reviews all assets of a debtor to determine whether there is any equity value for general unsecured creditors. Under the distribution scheme of Chapter 7 of the Bankruptcy Code, secured creditors must be paid in full from the proceeds of their collateral. Essentially, only the "equity" portion of the collateral, if any is available for the unsecured creditors. "Equity" is generally defined as an asset's realizable liquidation value in excess of the aggregate amount of all claims secured by that asset. Furthermore, a Chapter 7 trustee's commissions, expenses of litigation and professional fees further reduce any equity potentially available for unsecured creditors. The Debtor believes that in a Chapter 7 liquidation would likely be unable to sell assets for amounts greater than that owed to secured claims on such assets. Debtor is unaware of any substantial unencumbered assets. Any asset disposition by a Chapter 7 Trustee would be on a distressed basis. Based upon the analysis of the assets of the Debtor, the Debtor believes that a Chapter 7 trustee would likely abandon the interest of the estate in the Debtor's property to allow the senior secured lenders to foreclose as there is not sufficient equity, if any, to (a) cover the costs of administration and (b) result in any distribution to unsecured creditors. In short, Debtor asserts that unsecured creditors would receive nothing in the event of a Chapter 7 bankruptcy case. For the forgoing reasons, Debtor believes that the Plan is in the best interest of creditors and creditors will receive distributions under the

Plan that are greater than the distributions such class would receive in a Chapter 7 liquidation of Debtor.

G. Confirmation Hearing

The Bankruptcy Court has scheduled or will schedule a hearing on confirmation of the Plan ("Confirmation Hearing") at the time indicated in the Order Approving this Disclosure Statement and providing Notice of Confirmation Hearing (the "Solicitation Order"). The Confirmation Hearing may be adjourned from time to time without further notice except for announcement at the Confirmation Hearing or notice to those parties present at the Confirmation Hearing.

H. Objections to Confirmation

As will be set forth in the Solicitation Order, any objections to confirmation of the Plan must be in writing, set forth the objector's standing to assert any such objection, and must be filed with the Bankruptcy Court and served on counsel for Debtor whose contact information is set forth below. The Solicitation Order contains all relevant procedures relating to the submission of objections to confirmation and should be reviewed in its entirety by any party who has an objection to confirmation.

I. Whom to Contact for More Information

If you have any questions about the procedure for voting on your Claim or the packet of materials you received, please contact Henry F. Sewell, Jr. at the address indicated below or by telephone at (404) 926-0053. If you wish to obtain additional copies of the Plan, this Disclosure Statement, or the exhibits to those documents, at your own expense, unless otherwise specifically required by Bankruptcy Rule 3017(d), please contact Law Offices of Henry F. Sewell Jr., LLC, Buckhead Centre, 2964 Peachtree Road NW, Suite 555, Atlanta, GA 30305 (Attn: Henry F. Sewell, Jr., Esq.) or by electronic mail, at hsewell@sewellfirm.com.

IV. Background Regarding the Debtor

A. Operations of the Debtor

The Debtor is a family owned and operated hauling and supply business serving Atlanta, Georgia and surrounding communities. The hauling and supply operations, which were originally founded by the late Sam Grier and began as S. Grier Trucking, Inc., in 1974, are managed from real property owned by the Debtor and located at 3370 Welcome All Road, Atlanta, Georgia 30331 (the "Welcome Road Premises"). In 1997, the Debtor was organized as a limited liability company organized under the laws of Georgia. The Debtor is a certified minority vendor with the State of Georgia, the City of Atlanta, and the Department of Transportation. As of the Petition Date, the Debtor operated 25 dump trucks and 2 service trucks as part the hauling and supply operations of the Debtor.

B. Ownership, Management, and Employees of the Debtor

As of the Petition Date, Wayne Grier, the President of the Debtor, owned 50% of the Debtor and Andrea V. Grier, the Vice President of the Debtor, owned the remaining 50% of the

Debtor. Wayne Grier currently receives an annual salary of $60,000. Mr. Grier works extensive hours managing the Debtor and does not receive income from any other source. The salary of Mr. Grier shall remain the same until the Effective Date.

As of the date of the filing of the Plan, the Debtor employed 33 employees and 7 independent contractors who provide services for the Debtor.

V. Events Leading to the Chapter 11 Filing

A. Prepetition Assets and Liabilities

Information set forth below with respect to assets and liabilities of the Debtor was taken from schedules of the Debtor and filed proofs of claim.

1. Assets

The assets of the Debtor as of the Petition Date consisted of (a) cash in the amount of $54,928.42; (b) outstanding accounts receivable in the amount of $425,512; (c) inventory with an estimated approximate value of $25,444; (d) equipment and office furniture with an estimated approximate value of $2,000; (e) 25 dump trucks with an estimated approximate value of $2,740,000.00; (f) a hydraulic excavator with an unknown value; (g) the Welcome Road Premises with an with an estimated approximate value of $300,000; and (g) miscellaneous other property.

2. Liabilities

The liabilities of the Debtor as of the Petition Date consisted of (a) secured claims totaling approximately $2,968,196.95, (b) unsecured priority claims in the amount of $24,920.18, and (c) unsecured non-priority claims in the amount of $634,39976.

B. Certain Parties Asserting or Scheduled with Security Interests

1. Commercial Credit Group Inc.

Commercial Credit Group Inc. ("CCG") was scheduled with an interest in 7 separate Mack dump trucks and other assets of the Debtor. The Debtor financed the purchase of six separate vehicles through Commercial Credit Group Inc. ("CCG") and executed six separate commercial purchase-money promissory notes (the "CCG Notes"). In connection with each of the CCG Notes, the Debtor also executed security agreements (the "CCG Security Agreements") pursuant to which the Debtor granted CCG security interests in and upon the six specific vehicles financed by CCG ("CCG Equipment Collateral")[1] as well as general security interests on all other equipment, fixtures, general intangibles, goods, instruments, inventory, securities, deposit accounts, investment property of the Debtor and all other property of the Debtor whatever nature and kind, wherever located ("CCG General Collateral"). CCG filed six separate UCC-1 Financing Statements in connection with each of the CCG Notes and its asserted liens against the CCG General Collateral (the "CCG Liens"). CCG asserts that the obligations on the CCG Notes are cross-collateralized.

[1] Reference details for each vehicle?

2. Mack Financial Services

In connection with three separate security agreements, Mack Financial Services ("Mack") asserts a secured interest in five vehicles operated by the Debtor. On May 13, 2015, Sallie Mitchell Grier and Nextran Corporation entered into a Credit Sales Contract that was guaranteed by the Debtor (the "First Mack Security Agreement and Guaranty"). In connection with each of the First Mack Security Agreement and Guaranty, Mack, as the assignee of the rights thereunder, obtained a security interest in and lien against two vehicles (a 2015 Mack GU713 with VIN no. 1M2AX04C3FM025170 and a 2016 Mack GU713 with VIN no. IM2AX04C7GM026145) (the "First Mack Collateral"). On August 10, 2015, Sallie Mitchell Grier and Nextran Corporation entered into a second Credit Sales Contract that was guaranteed by the Debtor (the "Second Mack Security Agreement and Guaranty"). In connection with each of the Second Mack Security Agreement and Guaranty, Mack obtained a security interest in and lien against two additional vehicles (a 2005 Mack GU713 with VIN no. 1M2AG11C95M024775 and a 2016 Mack GU713 with VIN no. 1M2AX07C3M060322) (the "Second Mack Collateral"). On August 17, 2015, Sallie Mitchell Grier and Nextran Corporation entered into a third Credit Sales Contract that was guaranteed by the Debtor (the "Third Mack Security Agreement and Guaranty" and collectively with the First Mack Security Agreement and Guaranty and Second Mack Security Agreement and Guaranty, the "Mack Agreements"). In connection with each of the Third Mack Security Agreement and Guaranty, Mack obtained a security interest in and lien against an additional vehicle (a 2016 Mack GU713 with VIN no. 1M2AX07C1G M060321) (the "Third Mack Collateral") (collectively, with the First Mack Collateral and the Second Mack Collateral, the "Mack Collateral").

3. Barbara Bostick

Barbara Bostick ("Bostick") was scheduled with an interest in two separate Mack dump trucks utilized by the Debtor. On _____, the Debtor entered into _____ with Bostick to finance the purchase of two separate vehicles (as amended or modified, "Bostick Note"). In connection with the Bostick Note, the Debtor also executed a security agreement (the "Bostick Security Agreement") pursuant to which the Debtor granted Bostick security interests in and upon the vehicles financed by Bostick ("Bostick Equipment Collateral").

4. BMO Harris Bank

BMO Harris Bank ("BMO") was scheduled with an interest in two separate Mack dump trucks utilized by the Debtor. BMO entered into a Loan and Security Agreement dated February 1, 2016 with the Debtor to finance the purchase by the Debtor of two separate vehicles (as amended or modified, "BMO Agreement"). In connection with the BMO Agreement, the Debtor granted BMO security interests in and upon the vehicles financed by BMO (the "BMO Equipment Collateral").

5. Hitachi

Hitachi ("Hitachi") was scheduled with an interest in a Mack dump truck utilized by the Debtor. Hitachi entered into _____ with the Debtor to provide the Debtor with financing to purchase a vehicle (as amended or modified, "Hitachi Note"). In connection with the Hitachi Note, the Debtor also executed a security agreement (the "Hitachi Security Agreements") pursuant to which the Debtor granted Hitachi security interests in and upon the vehicle financed by Hitachi ("Hitachi Equipment Collateral").

6. Wells Fargo Wells Fargo Bank, N.A.

Wachovia Bank, N.A., the predecessor to Wells Fargo Wells Fargo Bank, N.A. ("Wells Fargo"), entered into a Business Equity Line of Credit Agreement dated October 4, 2008, with the Debtor (as amended or modified, "Wells Fargo Agreement"). On or about October 4, 2007, the principal of the Debtor, Wayne Grier, executed in favor of Wachovia Bank, N.A., the predecessor to Wells Fargo, a guaranty pursuant to which Mr. Grier guaranteed the obligations of under the Wells Fargo Agreement (the "Grier Guaranty"). Mr. Grier also granted Wachovia Bank, N.A., the predecessor to Wells Fargo, a security interest in certain premises located at 780 James Madison Drive, Atlanta GA 30331 as evidenced by that certain Home Equity Line of Credit Security Deed executed by Wayne Grier and Tara Grier in favor of Wachovia Bank, N.A. dated October 4, 2007, and recorded on October 30, 2007, at Deed Book 45905, Page 598 in the real estate records of Fulton County, Georgia ("Wells Fargo Collateral").

7. Georgia Department of Labor

The Georgia Department of Labor was scheduled with an interest arising from a tax lien.

8. Internal Revenue Service

The Internal Revenue Service was scheduled with an interest arising from a federal tax lien.

C. Garnishment Action

Although the Debtor had a long and successful history of operations prior to the Petition Date, the business of the Debtor was significantly impacted by a garnishment action filed by a judgment lienholder just prior to the Petition Date that resulted in all of the available cash of the Debtor being frozen. More specifically, Concepcion Salado-Marin (the "Garnishment Plaintiff") commenced a garnishment proceeding against the Debtor, *Salado-Marin, Plaintiff v. Grier Brothers Enterprises, Inc., and SunTrust Bank,* Civil Action No. 17GC007470 in the State Court of Gwinnett County, State of Georgia (the "State Court") seeking to garnish any of the funds of the Debtor held at SunTrust. As a result of that garnishment filing, $115,891.20 was frozen and removed from the account of the Debtor at SunTrust.

After the filing of this Chapter 11 Case, the Debtor successfully avoided the transfer of the frozen funds from the State Court and these funds were returned to the Bankruptcy Estate. In addition, an insurance company which had previously provided liability coverage to the Debtor paid the Garnishment Plaintiff, the sum of $100,000 significantly reducing the Garnishmnent Plaintiff's claims.

The Bankruptcy Case of the Debtor is a reorganization cases under Chapter 11 of the Bankruptcy Code. Debtor has continued to operate its business and manage its affairs as Debtor and Debtor in Possession as authorized under Sections 1107(a) and 1108 of the Bankruptcy Code. Significant developments during their Chapter 11 Bankruptcy Case are described below.

D. Significant Events During the Chapter 11 Bankruptcy Case

1. Retention of Professionals

a) Herbert C. Broadfoot II, P.C.

On April 27, 2017, the Debtor filed an Application to Employ Herbert C. Broadfoot II as Attorney for Debtor [Doc. No. 10] pursuant to which the Debtor sought to employ Herbert C. Broadfoot II, P.C. as counsel for the Debtor (the "Broadfoot Firm Application"). On May 17, 2017, the Court entered an Order granting the Broadfoot Firm Application [Doc. No. 22].

b) Law Offices of Henry F. Sewell Jr., LLC

On May 17, 2017, the Debtor filed an Application to Employ Law Offices of Henry F. Sewell, Jr., LLC as Co-Counsel for the Debtor [Doc. No. 24] pursuant to which the Debtor sought to employ the Law Offices of Henry F. Sewell Jr., LLC as co-counsel for the Debtor (the "Sewell Firm Application"). On July 7, 2017, the Court entered an Order granting the Sewell Firm Application [Doc. No. 48].

c) Tookes and Associates, Inc.

On July 19, 2017, the Debtor filed an Application to Employ Tookes and Associates, Inc. as Accountants for the Debtor [Doc. No. 52] pursuant to which the Debtor sought to employ Tookes and Associates, Inc. as accountants for the Debtor (the "Tookes Application"). Check Status of order?

2. Cash Collateral

On May 17, 2017, the Debtor filed a Motion to Approve Use of Cash Collateral To Provide Adequate Protection Therefor and To Hold Interim Hearing on Shortened Notice [Doc. No. 25] (the "Cash Collateral Motion"). On May 26, 2017, the Court entered an interim order granting the Cash Collateral Motion [Doc. No. 30]. On July 20, 2017, the Court entered a final order granting the Cash Collateral Motion [Doc. No. 53]. Both orders granted the Debtor limited authorization to use cash collateral and provided adequate protection of the interests of the CCG.

3. Bar Date for Proofs of Claim

Pursuant to an Order and Notice Setting Last Day to File Claims [Doc. No. 33] entered on May 31, 2017, the Court set August 1, 2017 as the deadline for filing non-government proofs of claim. Any person or entity who was required, but failed to file a proof of claim on account of a pre-petition claim on or before the bar date is forever barred, estopped, and enjoined from voting on, or receiving a distribution under the Plan, and is forever barred estopped, and enjoined from asserting a pre-petition claim against the Debtor and its estate. Debtor will file Claim objections, as appropriate, based upon the continuing reconciliation of the Claims, including with respect to amount, classification, and validity.

As further set forth below, certain other claims for administrative expenses must be filed within thirty days of the entry of the Confirmation Order.

E. Post-Petition Financials

The Debtor has filed its Schedules with the Bankruptcy Court as required by the

Bankruptcy Code. The Debtor will supplement and amend its Schedules as necessary and appropriate from time to time. The Schedules of the Debtor, as well as the Debtor monthly operating reports, are on file with the Court and may be examined at the Clerk's Office, United States Bankruptcy Court, Northern District of Georgia, 75 Spring Street, SW, Room 1340, Atlanta, Georgia 30303, or on line through Pacer.

Additionally, attached hereto as Exhibit "B", is a summary of the historical year to date financial status of the Debtor through _____ and attached hereto as Exhibit "A" is the Debtor's pro-forma through _____. The pro-forma utilizes a cash basis and was prepared by _____.

F. Sale Analysis

As part of the Debtor's analysis of potential outcomes of the Bankruptcy Case, the Debtor did not explore a sale of the operations of the Debtor.

VI. Summary of the Plan

The following summary of the Plan provides only a brief description of its provisions. The summary is qualified in its entirety by the more detailed descriptions of the Plan in the Disclosure Statement and by the terms of the Plan itself.

The Plan provides for payments to creditors of Debtor. Debtor believes that any alternative to confirmation of the Plan, such as liquidation or attempts by other parties in interest to file a competing plan, would result in significant delays, litigation, job loss and/or impaired recoveries. **For these reasons, Debtor urges you to return your Ballots accepting the Plan.**

The Plan contemplates the reorganization and ongoing business operations of the Debtor. The Plan contemplates the resolution of the outstanding Claims against and Interests in Debtor pursuant to Sections 1129(b) and 1123 of the Bankruptcy Code. The Plan classifies all Claims against and Interests in Debtor into separate Classes.

A. Retention of Property by Debtor

Upon confirmation, unless otherwise expressly provided for herein, Debtor will retain all of the property of the Estate free and clear of liens, claims, and encumbrances not expressly retained by Creditors. Debtor will have the rights and powers to assert any and all Causes of Action (defined as all causes of action, choses in action, claims, rights, suits, accounts or remedies belonging to or enforceable by Debtor, including Avoidance Actions, whether or not matured or unmatured, liquidated or unliquidated, contingent or noncontingent, known or unknown, or whether in law or in equity, and whether or not specifically identified in Debtor's schedules).

B. Parties Responsible for Implementation of the Plan

Upon confirmation, Debtor will be charged with administration of the Bankruptcy Case and Plan. Debtor will be authorized and empowered to take such actions as are required to effectuate the Plan. Debtor will file all post-confirmation reports required by the United

States Trustee's office. Debtor will also file the necessary final reports and will apply for a final decree as soon as practicable after substantial consummation, the completion of the claims analysis and objection process, and following entry of Final Orders in all Bankruptcy Court litigation.

C. Liabilities of Reorganized Debtor

Debtor will not have any liabilities except those expressly assumed under the Plan. Debtor will be responsible for all ongoing expenses and payments due and owing under the confirmed Plan.

D. Funding of the Plan

The main source of funds for the payments in the plan is the ongoing business operations of Debtor as well as an infusion of new value.

E. Provisions Regarding Executory Contracts

a. Assumption/Rejection of Executory Contracts and Unexpired Leases

Attached hereto as Exhibit "C" is a list of all Executory Contracts and Unexpired Leases to be Assumed Contracts under the Plan. The Debtor reserve the right to amend Exhibit "C" prior to the Confirmation Hearing with notice to the other party to such executory contract or unexpired lease. Any unexpired leases or executory contracts which are not assumed herein or subject to a pending motion to assume as of the Confirmation Date shall be deemed rejected pursuant to Section 365 of the Bankruptcy Code on the Confirmation Date unless already rejected by prior court order. The Confirmation Order will constitute an order of the Bankruptcy Court, pursuant to Section 365 of the Bankruptcy Code, approving (a) assumption and of the Assumed Contracts, and (b) the rejection of Executory Contracts and Unexpired Leases which do not constitute Assumed Contracts. A proof of claim for damages arising from such rejection must be filed in compliance with the Bankruptcy Rules on or before: (a) thirty (30) days after the Confirmation Date or (b) an earlier date if provided by separate Court order. Any claims which are not timely filed will be disallowed and discharged.

b. Insurance Policies

All of the Debtor's insurance policies and any agreements, documents, or instruments relating thereto are treated as Executory Contracts and shall be assumed under the Plan even if not listed on Exhibit "C".

F. Avoidance Actions and Retained Causes of Action

The Plan provides that Debtor shall retain all Retained Actions, including all Causes of Action against others of the Estate or the Debtor. The Plan also provides that Debtor shall retain "Avoidance Actions" under Chapter 5 of the Bankruptcy Code. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtor may hold against any person or entity.

The Debtor is now aware of any potential claims against creditors pursuant to 11 U.S.C. § 547 of the Bankruptcy Code for payments made during the 90 days preceding the Petition Date.

Debtor has analyzed potential claims it may have against insiders for potential breach of fiduciary duty or claims of mismanagement. Although such claims are reserved and retained as set forth herein, Debtor presently does not intend to pursue such claims as the same are not collectable. Debtor is not aware of any other potential non-bankruptcy litigation that could occur post-petition.

G. Treatment of Claims and Interests

A brief summary of the Classes, the treatment of each Class, and the voting rights of each Class is set forth below. A complete description of the treatment of each Class is set forth in Article 4 of the Plan. Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtor reserves the right to object to any and all claims. Debtor reserves the right to pay any claim in full at any time and in any order or preference in accordance with the terms of the Plan (i.e. at the percentage distribution designated in the Plan) without prepayment penalty.

Class 1: Secured Claims of Commercial Credit Group Inc., Mack Financial Services, Barbara Bostick, BMO Harris Bank NA, Hitachi, and Wells Fargo Bank, N.A. Class 1 consists of certain Claims secured by certain property of the Debtor. Each claim in this Class 1 shall be in a separate subclass and treated as set forth below. The Holder of any Class 1 Claims is Impaired and is entitled to vote to accept or reject the Plan. Nothing herein shall constitute an admission as the nature, validity, or amount of claim. The Debtor reserves the right to object to any and all claims for any reason.

Class 1A: : The Class 1A claim of Commercial Credit Group Inc. ("CCG") arises from and in connection with six separate commercial purchase money promissory notes that the Debtor entered into with CCG to finance the purchase of six separate vehicles (as amended or modified, "CCG Notes").[2] In connection with each of the CCG Notes, the Debtor also executed security agreements (the "CCG Security Agreements") pursuant to which the Debtor granted CCG security interests in and upon the six specific vehicles financed by CCG ("CCG Equipment Collateral")[3] as well as general security interests on all other equipment, fixtures, general intangibles, goods, instruments, inventory, securities, deposit accounts, investment property of the Debtor and all other property of the Debtor whatever nature and kind, wherever located ("CCG General Collateral"). CCG filed six separate UCC-1 Financing Statements in connection with each

[2] Further information with regard to the CCG Notes is as follows:

Note Date	Face Amt. of Note	Balance as of 4-13-17
10-8-15	$216,480.00	$134,355.17
4-8-16	$438,060.00	$300,734.93
5-20-16	$441,000.00	$312,359.61
10-10-16	$210,480.00	$155,850.66
10-19-16	$132,804.00	$105,474.19
1-16-17	$210,960.00	$165,057.81

[3] Reference details for each vehicle?

of the CCG Notes and its asserted liens against the CCG General Collateral (the "CCG Liens"). CCG asserts that the obligations on the CCG Notes are cross-collateralized. As of the Petition Date, the Debtor owed principal of $1,173,841.27 and unpaid interest and late charges in an amount to be determined respectively on the CCG Notes. The Class 1A Claim of CCG shall be $1,173,841.27 plus such interest and late charges as may be allowed by this Court ("Class 1A Claim").

Debtor shall pay the Class 1A Claim as follows: During the pendency of the Bankruptcy Case, Debtor anticipates it will have made adequate protection payments to CCG equal to the amount of monthly debt service payments required under the CCG Notes at the rate of $28,568.36 per month in the total amount of $_____ as of July 1, 2018 on the Class 1A Claim. The balance of the Class 1A Claim in the amount of $1,173,841.27 plus such interest and late charges as may be allowed by this Court shall accrue interest at the non-default interest rate established in the CCG Notes. Beginning on the Effective Date, Debtor shall make principal and interest payments to CCG based upon the monthly amortization schedule established in the CCG Notes. The monthly payment amount of the Class 1A Claim is $28,568.36. Debtor shall continue to make principal and interest payments on the 15th day of each month through and including the final payoff date of each CCG Note.

To the extent that any amounts were due and payable as of the Petition Date and have not been paid as of the Effective Date, such amount will be paid in twelve equal installments, without interest, commencing thirty (30) days after the Effective Date.

CCG shall retain its secured lien on the CCG Equipment Collateral and CCG General Collateral (collectively, the "CCG Collateral") to the same validity and priority as it held on the Petition Date and extent, i.e. $$1,173,841.27 (the "CCG Secured Claim"). CCG has been receiving monthly post-petition adequate protection payments on the CCG Secured Claim pursuant to the cash collateral order between the parties which CCG shall apply to the CCG Secured Claim. CCG and the Debtor shall reconcile the CCG Secured Claim prior to the entry of any Confirmation Order and address any changes to the same in the Confirmation Order. Upon receipt of payment in full of the CCG Secured Claim, CCG shall release its lien on the CCG Collateral.

Other than as provided herein, all of CCG's lease, loan, and collateral documents referenced herein and related agreements by and between CCG and the Debtor will remain in full force and effect with the exception that (a) payment terms are modified as expressly stated in this Plan and (b) the instant bankruptcy proceeding and collection efforts by other creditors will no longer constitute a default under the loan documents. Nothing herein shall, however, limit or condition the rights, claims and remedies of CCG to take any other action necessary or otherwise permitted under the terms of any agreement between the Debtor and CCG.

Class 1B: The Class 1B claim of Mack Financial Services ("Mack") arises from and in connection with three separate security agreements. On May 13, 2015, Sallie Mitchell Grier

and Nextran Corporation entered into a Credit Sales Contract that was guaranteed by the Debtor (the "First Mack Security Agreement and Guaranty"). In connection with each of the First Mack Security Agreement and Guaranty, Mack, as the assignee of the rights thereunder, obtained a security interest in and lien against two vehicles (a 2015 Mack GU713 with VIN no. 1M2AX04C3FM025170 and a 2016 Mack GU713 with VIN no. IM2AX04C7GM026145) (the "First Mack Collateral"). On August 10, 2015, Sallie Mitchell Grier and Nextran Corporation entered into a second Credit Sales Contract that was guaranteed by the Debtor (the "Second Mack Security Agreement and Guaranty"). In connection with each of the Second Mack Security Agreement and Guaranty, Mack obtained a security interest in and lien against two additional vehicles (a 2005 Mack GU713 with VIN no. 1M2AG11C95M024775 and a 2016 Mack GU713 with VIN no. 1M2AX07C3M060322) (the "Second Mack Collateral"). On August 17, 2015, Sallie Mitchell Grier and Nextran Corporation entered into a third Credit Sales Contract that was guaranteed by the Debtor (the "Third Mack Security Agreement and Guaranty" and collectively with the First Mack Security Agreement and Guaranty and Second Mack Security Agreement and Guaranty, the "Mack Agreements"). In connection with each of the Third Mack Security Agreement and Guaranty, Mack obtained a security interest in and lien against an additional vehicle (a 2016 Mack GU713 with VIN no. 1M2AX07C1G M060321) (the "Third Mack Collateral") (collectively, with the First Mack Collateral and the Second Mack Collateral, the "Mack Collateral"). As of the Petition Date, the Debtor owed principal of $232,890.62 and unpaid interest and late charges in the amount of $_____ and $_____, respectively on the Mack Agreements. The Class 1B Claim of Mack shall be $232,890.62 plus such interest and late charges as may be allowed by this Court ("Class 1B Claim").

Debtor shall pay the Class 1B Claim as follows: During the pendency of the Bankruptcy Case, Debtor anticipates it will have made adequate protection payments to Mack at the rate of $10,588.52 per month for a total amount of $_____ as of July 1, 2018 on the Class 1B Claim. Thus, as of the Effective Date of the Plan, Debtor anticipates the balance of the Class 1B Claim to be $_____. The balance of the Class 1B Claim in the amount of $_____ shall accrue interest at the non-default contract rate. Beginning on the Effective Date, Debtor shall make principal and interest payments to Mack based upon the amortization schedules set froth in the Mack Agreements. The monthly payment amount of the Class 1B Claim is $10,588.52. Debtor shall continue to make principal and interest payments on the 15th day of each month. The Debtor shall continue to make principal and interest payments on the 15th day of each month through and including the final payoff date of each Mack Note.

To the extent that any amounts were due and payable as of the Petition Date and have not been paid as of the Effective Date, such amount will be paid in twelve equal installments, without interest, commencing thirty (30) days after the Effective Date.

Mack shall retain its secured lien on the Mack Equipment Collateral to the same validity and priority as it held on the Petition Date and extent, i.e. $232,890.62 (the "Mack Secured Claim"). Mack has been receiving monthly post-petition adequate protection payments on the Mack Secured Claim pursuant to an order of the Bankruptcy Court that Mack shall apply to the Mack Secured Claim. Mack and the Debtor shall reconcile the Mack Secured Claim prior to the entry of any Confirmation Order and address any changes to the same in the Confirmation Order. Upon receipt of payment in full of the Mack Secured Claim, Mack shall release its lien on the Mack Equipment Collateral.

Class 1C: The Class 1C claim of Barbara Bostick ("Bostick") arises from and in connection with an agreement that the Debtor entered into with Bostick to finance the purchase of two separate vehicles (as amended or modified, "Bostick Note"). In connection with the Bostick Note, the Debtor also executed a security agreement (the "Bostick Security Agreement") pursuant to which the Debtor granted Bostick security interests in and upon the vehicles financed by Bostick ("Bostick Equipment Collateral"). As of the Petition Date, the Debtor owed principal of $_____ and unpaid interest and late charges in the amount of $_____ and $_____, respectively on the Bostick Note. The Class 1C Claim of Bostick shall be $_____ ("Class 1C Claim").

Debtor shall pay the Class 1C Claim as follows: The Class 1C Claim shall accrue interest at the non-default contract rate per annum. Beginning on the Effective Date, Debtor shall make principal and interest payments to Bostick based upon a ___ month amortization schedule. The monthly payment amount of the Class 1C Claim is $10,084. Debtor shall continue to make principal and interest payments on the 15th day of each month through and including the 24th month following the Effective Date. Debtor shall continue to make principal and interest payments on the 15th day of each month through and including the final payoff date of each CCG Note.

To the extent that any amounts were due and payable as of the Petition Date and have not been paid as of the Effective Date, such amount will be paid in twelve equal installments, without interest, commencing thirty (30) days after the Effective Date.

Class 1D: The Class 1D claim of BMO Harris Bank ("BMO") arises from and in connection with a Loan and Security Agreement dated February 1, 2016 that the Debtor entered into with BMO to finance the purchase of two separate vehicles (as amended or modified, "BMO Agreement"). In connection with the BMO Agreement, the Debtor granted BMO security interests in and upon the vehicles financed by BMO (the "BMO Equipment Collateral"). As of the Petition Date, the Debtor owed principal of $300,660.46 and unpaid interest and late charges in the amount of $_____ and $_____, respectively on the BMO Agreement. The Class 1D Claim of BMO shall be $300,660.46 plus such interest and late fees as may be allowed by this Court ("Class 1D Claim").

Debtor shall pay the Class 1D Claim as follows: The Class 1D Claim shall accrue interest

at the non-default contract rate. Beginning on the Effective Date, Debtor shall make principal and interest payments to BMO based upon a ___ month amortization schedule. The monthly payment amount of the Class 1D Claim is $. Debtor shall continue to make principal and interest payments on the 15th day of each month. Debtor shall continue to make principal and interest payments on the 15th day of each month through and including the final payoff date of the BMO Agreement.

To the extent that any amounts were due and payable as of the Petition Date and have not been paid as of the Effective Date, such amount will be paid in twelve equal installments, without interest, commencing thirty (30) days after the Effective Date.

Class 1E: The Class 1E claim of Hitachi ("Hitachi") arises from and in connection with an agreement that the Debtor entered into with Hitachi to finance the purchase of a vehicle (as amended or modified, "Hitachi Note"). In connection with the Hitachi Note, the Debtor also executed a security agreement (the "Hitachi Security Agreements") pursuant to which the Debtor granted Hitachi security interests in and upon the vehicle financed by Hitachi ("Hitachi Equipment Collateral"). As of the Petition Date, the Debtor owed principal of $_____ and unpaid interest and late charges in the amount of $_____ and $_____, respectively on the Hitachi Note. The Class 1E Claim of Hitachi shall be $_____ ("Class 1E Claim").

Debtor shall pay the Class 1E Claim as follows: The Class 1C Claim shall accrue interest at the non-default contract rate. Beginning on the Effective Date, Debtor shall make principal and interest payments to Hitachi based upon a ___ month amortization schedule. The monthly payment amount of the Class 1E Claim is $3,264.36. Debtor shall continue to make principal and interest payments on the 15th day of each month through and including the ___th month following the Effective Date. Debtor shall continue to make principal and interest payments on the 15th day of each month through and including the final payoff date of the Hitachi Note.

To the extent that any amounts were due and payable as of the Petition Date and have not been paid as of the Effective Date, such amount will be paid in twelve equal installments, without interest, commencing thirty (30) days after the Effective Date.

Class 1F: The Class 1F claim of Wells Fargo Bank, N.A. ("Wells Fargo") arises from and in connection with a Business Equity Line of Credit Agreement dated October 4, 2008, that the Debtor entered into with Wachovia Bank, N.A., the predecessor to Wells Fargo (as amended or modified, "Wells Fargo Agreement"). As of the Petition Date, the Debtor owed principal of $238,047.34 and unpaid interest and late charges in the amount of $_____ and $_____, respectively on the Wells Fargo Agreement. The Class 1F Claim of Wells Fargo shall be $238,047.34 plus such interest and late fees as may be allowed by this Court. ("Class 1F Claim").

Debtor shall pay the Class 1F Claim as follows: The Class 1F Claim shall accrue interest at the non-default contract rate. Beginning on the Effective Date, Debtor shall make principal and interest payments to Wells Fargo based upon a ___ month amortization schedule. The monthly

payment amount of the Class 1F Claim is $1,200. Debtor shall continue to make principal and interest payments on the 15th day of each month through and including the ___th month following the Effective Date.

The Class 1F Claim shall be paid pursuant to the underlying Wells Fargo Agreement. Any outstanding arrearage shall be paid equally in the first two months following the Effective Date. Wells Fargo shall retain its lien on the Wells Fargo Collateral to the same validity, priority and extent as it held on the Petition Date (i.e. $238,047.34). Upon receipt of payment in full of the Class 1F Claim, Wells Fargo shall release its lien on the Wells Fargo Collateral.

To the extent that any amounts were due and payable as of the Petition Date and have not been paid as of the Effective Date, such amount will be paid in twelve equal installments, without interest, commencing thirty (30) days after the Effective Date.

Class 2: Secured Claim of Concepcion Salado. Class 2 shall consist of the Secured Claim of Concepcion Salado ("Concepcion") that arises from and in connection with a judgment lien incident to a judgment dated July 17, 2014, in the amount of $195,427.77, plus interest at $38.00 per day ("Class 2 Claim"). Nothing contained herein shall prohibit the Debtor from objecting to the Class 2 Claim for any reason. Concepion asserts certain liens against the Debtor's property, the extent and validity of which are disputed by the Debtor.

Debtor shall pay the allowed Class 2 Claim over a five year period and the allowed Class 2 Claim shall accrue interest at the rate of 3.25% per annum.

The Holder of a Class 2 Claim is Impaired and is entitled to vote to accept or reject the Plan. Nothing herein shall constitute an admission as the nature, validity, or amount of claim. The Debtor reserves the right to object to any and all claims for any reason. To the extent that the value of the collateral securing the Concepion Claim is less than the amount of the Concepion Claim, such deficiency amount shall be treated as a Class 5 Claim below.

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Class 3: Internal Revenue Service and the Georgia Department of Labor. Class 3 consists of the priority or secured tax claims of the Internal Revenue Service and the Georgia Department of Labor. Each claim in this Class 3 shall be in a separate subclass and treated as set forth below. The Holder of the Class 3 Claim is impaired and is entitled to vote to accept or reject the Plan. Nothing contained herein shall prohibit the Debtor from objecting to any Class 3 Claim for any reason.

Class 3A: The Georgia Department of Labor holds a tax claim in the amount of $18,344.35 ("Class 3A Claim").

Debtor shall pay the Class 3A Claim as follows: The Debtor proposes to pay the Georgia Department of Labor two equal payments of $9,173 with the first such payment to occur on the Effective Date and the second payment to occur on the 15th day of the third month following the Effective Date. The unpaid portion of the Class 3 claim as of the Effective Date shall accrue

interest at the rate of 3.25% per annum. In the event the Georgia Department of Labor holds a tax lien against any of the property of the Debtor, upon the Georgia Department of Labor receipt of the final Class 3 payment, the Georgia Department of Labor shall cancel its tax lien.

Class 3B: The Internal Revenue Service holds a tax claim in the amount of $448,292.89 ("Class 3B Claim").

Debtor shall pay the Class 3B Claim as follows: The Class 3B Claim shall accrue interest at the rate of 3.25% per annum. Beginning on the Effective Date, Debtor shall make principal and interest payments to the Internal Revenue Service based upon a 60 month amortization schedule. The monthly payment amount of the Class 3B Claim is $8,155.23. Debtor shall continue to make principal and interest payments on the 15th day of each month through and including the 60th month following the Effective Date

Class 4: Lease Claim of Astra Group: Class 4 Consists of the claims of Astra Group which is a party to an executory contract with the Debtor pursuant to which the Debtor leases four (4) 2016 Mack Trucks (the "Astra Executory Contract"). The monthly payment for the lease is $15,200. On or before the Effective Date, the Debtor will assume the Astra Executory Contract.

Class 5 General Unsecured Claims. Class 5 consists of the General Unsecured Claims of the Debtor. Beginning the fifteenth day of the six (6th) month following the Effective Date, the Debtor shall make quarterly pro-rata distributions to Holders of Allowed Class 5 Claims in the amount of $2,000. Such $2,000 payments shall continue every third month for a total of eight payments to holders of Allowed Class 5 Claims. The total Class 5 distribution shall equal $16,000, to the extent that the allowed amount of unsecured claims are less than $16,000, payments shall cease when the principal balance of the unsecured claims are paid in full. . The Debtor anticipates or projects that such aggregate $16,000 distribution shall represent a 100 % distribution (dividend) on the outstanding Class 5 Claims. The Debtor is in the process of reviewing potential Class 5 Claims and specifically reserves the right to object to the allowance of any claim. The percentage distribution is subject to change based upon the aggregate amount of the Allowed Class 5 Claims after the Debtor's full analysis of the same.

Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtor reserves the right to object to any and all claims. Nothing contained herein shall prohibit the Debtor from objecting to any Class 4 Claim for any reason. The holders of Class 4 Claims are impaired and are entitled to vote to accept or reject the Plan.

Depending upon the results of claims objections to be filed by the Debtor, it is entirely possible that there will be no allowed unsecured claims in this case.

Class 6: Priority and Secured Claims of Governmental Units. Class 6 shall consist of any priority or secured claim of a governmental unit entitled to priority under 11 U.S.C. § 507(a)(8) that is not otherwise classified under the Plan ("Class 6 Governmental Unit Claim"). Debtor is unaware of any Class 5 Governmental Unit Claims. The amount of any claim of a Governmental Unit that is not assessed or assessable on or prior to the Effective Date, and the right of the

particular governmental unit, if any, to payment in respect thereto shall (i) be determined in the manner in which the amount of such Claim and the rights of the particular governmental unit would have been resolved or adjudicated if the Bankruptcy Case had not been commenced, (ii) survive after the Effective Date as if the Bankruptcy Case had not been commenced, and (iii) not be discharged pursuant to Section 1141 of the Bankruptcy Code if applicable. The Debtor reserves the right to pay any Class 5 Governmental Unit Claims in full at any time.

The Debtor is not aware of any Class 6 Governmental Unit Claim. In the event that the Debtor is liable for an allowed Class 6 Governmental Unit Claim, Debtor shall pay the Holder of such Class 5 Claim equal monthly payments commencing on the Effective Date with interest accruing at the applicable statutory amount or such lesser rate agreed to by the particular governmental unit so that 100% of such Class 5 Governmental Unit Claim shall be paid by the 60th month following the Effective Date. Any General Unsecured Claims for penalties or otherwise will be classified and treated in accordance with Class 4 as applicable.

A failure by Debtor to make a payment under Class 6 to a governmental unit pursuant to the terms of the Plan shall be an event of default. If the Debtor fails to cure an event of default as to governmental unit payments under Class 5 within twenty (20) days' notice of default by the particular governmental unit to the Debtor, then the governmental unit may (a) enforce the entire amount of its claim; (b) exercise any and all rights and remedies it may have under applicable non-bankruptcy law; and (c) seek such relief as may be appropriate in the Bankruptcy Court.

The Holder of an allowed Class 6 Governmental Unit Claim is impaired and entitled to vote to accept or reject the Plan. Nothing contained herein shall prohibit the Debtor from objecting to the Class 5 Claims for any reason.

Class 7: Equity Interest Holders of the Debtor. Class 7 consists of claims of Holders of equity interests in the Debtor. Upon the entry of the Confirmation Order, pre-petition shares will be canceled and rendered null and void. New shares in the Reorganized Debtor (the "Post-Petition Shares") shall be issued in exchange for the New Value Equity Contribution—a combined contribution of new value contributions and cash contributions—from the New Value Equity Participants. The Post-Petition Shares will be issued pro-rata to the New Value Equity Participants based upon each individual's contribution. The contribution by the current equity holders of the Debtor shall constitute "new value." New value is the vehicle through which current equity holders purchase the equity interest of the Reorganized Debtor.

The holders of Class 7 Claims are entitled to vote to accept or reject the Plan.

VII. Administrative Expenses

Treatment of administrative expense claim is set forth in Article 5 of the Plan and summarized below.

7.1 Summary. Pursuant to Section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims against Debtor are not classified for purposes of voting on, or receiving

Distributions under this Plan. Holders of such Claims are not entitled to vote on this Plan. All such Claims are instead treated separately in accordance with this Article 5 and in accordance with the requirements set forth in Section 1129(a)(9)(A) of the Bankruptcy Code.

7.2 Administrative Expense Claims.

7.2.1 Subject to the provisions of Sections 328, 330(a) and 331 of the Bankruptcy Code, each Holder of an Allowed Administrative Expense Claim will be paid the full unpaid amount of such Allowed Administrative Expense Claim in Cash on the latest of (i) the Effective Date, (ii) as soon as practicable after the date on which such Claim becomes an Allowed Administrative Expense Claim, (iii) as otherwise ordered by the Bankruptcy Court; provided, however, that Allowed Administrative Expense Claims representing obligations incurred by Debtor in the ordinary course of business, or otherwise assumed by Debtor on the Effective Date pursuant to this Plan, including any tax obligations arising after the Petition Date, will be paid or performed by Debtor when due in accordance with the terms and conditions of the particular agreements or non-bankruptcy law governing such obligations, or (iv) on such other terms as may be agreed upon by the Holder of such Allowed Administrative Expense Claim and the Debtor.

With respect to potential Administrative Expense Claims, Debtor anticipates the following administrative expense claims:

A. Professional fees and expenses for the Law Offices of Henry F. Sewell, Jr., LLC as counsel for the Debtor; and
B. Professional fees and expenses for Herbert C. Broadfoot II, P.C. as co-counsel for the Debtor;

Debtor has been in discussions with the holders of the afore-referenced administrative expense claims and believes that, to the extent such claims are allowed administrative expenses claims, there will be agreements reached with the holders of such claims as to payment terms of the claims. Debtor will supplement the Disclosure Statement and Plan as and when such information becomes available.

Debtor does not anticipate any other administrative expenses other than U.S. Trustee fees, including fees and charges assessed against the Debtor under Chapter 1930 of title 28, United States Code. Debtor is paying its post-petition bills as and when due and does not expect any claims for unpaid post-petition goods and services. Debtor will incur quarterly trustee fees that the Debtor intends to pay U.S. Trustee fees in full as they become due and to continue to pay until the earlier of the time a final decree is entered closing the Bankruptcy Case, a Final Order converting the Chapter 11 Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code or a Final Order dismissing the Chapter 11 Bankruptcy Case is entered.

7.2.2 Except as otherwise provided in this Plan, any Person holding an Administrative Expense Claim, other than an Administrative Expense Claim arising from the operation by Debtor of its business in the ordinary course of business, shall file a proof of such Administrative Expense Claim with the Bankruptcy Court within thirty (30) days after

Confirmation Date. At the same time any Person files an Administrative Expense Claim, such Person shall also serve a copy of the Administrative Expense Claim upon counsel for Reorganized Debtor. Any Person who fails to timely file and serve a proof of such Administrative Expense Claim shall be forever barred from seeking payment of such Administrative Expense Claims by Debtor, the Estate, or Reorganized Debtor.

7.2.3 Any Person seeking an award by the Bankruptcy Court of Professional Compensation for services provided pre-confirmation shall file a final application with the Bankruptcy Court for allowance of Professional Compensation for services rendered and reimbursement of expenses incurred through the Confirmation Date within the time set by the Bankruptcy Court. However, Debtor may pay professional fees incurred after confirmation of the Plan without Court approval.

VIII. Tax Consequences

Tax consequences resulting from confirmation of the Plan can vary greatly among the various Classes of Creditors and holders of Interests, or within each Class. Significant tax consequences may occur as a result of confirmation of the Plan under the Internal Revenue Code and pursuant to state, local, and foreign tax statutes. Because of the various tax issues involved, the differences in the nature of the Claims of various Creditors, the taxpayer status and methods of accounting and prior actions taken by Creditors with respect to their Claims, as well as the possibility that events subsequent to the date hereof could change the tax consequences, this discussion is intended to be general in nature only. No specific tax consequences to any Creditor or holder of an Interest are represented, implied, or warranted. Each holder of a Claim or Interest should seek professional tax advice.

The Debtor has not sought or obtained any ruling from the Internal Revenue Service or from any other taxing authority with respect to any of the tax consequences of the Plan, nor has the Debtor sought or obtained an opinion of Counsel with respect to any such tax consequences. No representations or assurances are made with respect to the Federal income tax consequences of the plan.

In general, the Internal Revenue Service Code provides that a debtor in a bankruptcy case must reduce certain of its tax attributes by the amount of any cancellation of debt incurred pursuant to a confirmed chapter 11 plan. The IRS has a right to offset credits owed to a taxpayer against debts the taxpayer owes to the Service. This right is codified in IRC § 6402 and related Treasury Regulations. The Bankruptcy Code preserves the IRS's non-bankruptcy rights to setoff in 11 USC § 553.

The proponent assumes no responsibility for the tax effect that consummation of the Plan will have on any given Holder of a Claim or Interest. Holders of Claims or Interest are strongly urged to consult their own tax advisors covering the federal, state, local and foreign tax consequences of the Plan to their individual situation.

IX. Risk to Creditors

The following disclosures are not intended to be inclusive and should be read in connection with the other disclosures contained in the Disclosure Statement and the exhibits thereto. You should consult your legal, financial, and tax advisors regarding the risks associated with the Plan and the distributions you may receive thereunder.

A. Claims Estimation

There can be no assurance that the estimated Claim amounts assumed for the purposes of preparing the Plan are correct. The actual amount of Allowed Claims likely will differ in some respect from the estimates. The estimated amounts are subject to certain risks, uncertainties, and assumptions. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, the actual Allowed amount of Claims may vary from those estimated for the purpose of preparing the Plan. Depending on the outcome of claims objections and various other factors, the estimated recovery percentages provided in this Disclosure Statement may be materially different than the actual recovery percentages that are realized under the Plan.

B. Risk of Rise in Fuel Cost

A large percentage of Debtor's operating expense is attributable to the cost of fuel. If the cost of fuel rises significantly it would have a material impact on Debtor's net revenue.

X. Liquidation Analysis

For satisfaction of the elements of 11 U.S.C. § 1129, the Debtor shows that holders of claims would not receive any greater return in a liquidation of Debtor's assets. Specifically, all of the assets of Debtor are fully encumbered by various secured lenders. Conversion and liquidation under Chapter 7 of the Bankruptcy Code would result in the appointment of a Chapter 7 trustee and the liquidation of non-exempt assets. Assets disposed of by "liquidation" or distressed sale generally generate significantly less proceeds than assets that are marketed and sold as a going concern. Additionally, a Chapter 7 trustee would incur trustee's fees pursuant to 11 U.S.C. § 326(a).[4] The proposed Plan contemplates a distribution to unsecured creditors in the approximate amount of $24,000 which is much greater than any recovery under liquidation.

XI. Procedures for Treating and Resolving Disputed Claims

A. Objection To Claims

The Plan provides that Debtor shall be entitled to object to Claims, provided, however, that Debtor shall not be entitled to object to Claims (i) that have been Allowed by a Final Order entered by the Bankruptcy Court prior to the Effective Date, or (ii) that are Allowed by the

[4] 11 USC §326(a) states that a Chapter 7 trustee would incur trustee's fees equal to 25% of the first $5,000 of Liquidation Value of Assets; 10% of amount in excess of $5,000 but not in excess of $50,000 of Liquidation Value of Assets; 5% of any amount in excess of $50,000 but not in excess of $1,000,000; 3% of any amount in excess of $1,000,000 of the Liquidation Value of Asset, and commissions for auctioneers for personal property generally is equivalent to ten (10%) percent of the gross sales price and commissions for real property brokers is generally six percent (6%) of the gross sales price. In addition, the attorney for the Chapter 7 trustee would incur attorney's fees as would the current Chapter 11 attorneys.

express terms of the Plan.

B. No Distributions Pending Allowance

Except as otherwise provided in the Plan, no Distributions will be made with respect to any portion of a Claim unless and until (i) no objection to such Claim has been filed, or (ii) any objection to such Claim has been settled, withdrawn or overruled pursuant to a Final Order of the Bankruptcy Court.

C. Estimation of Claims

Debtor may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to the Bankruptcy Code regardless of whether Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, Debtor (and after the Effective Date, Reorganized Debtor) may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another.

D. Resolution of Claims Objections

On and after the Effective Date, Debtor shall have the authority to compromise, settle, otherwise resolve, or withdraw any objections to Claims without approval of the Bankruptcy Court.

XII. Conditions Precedent to the Effective Date

A. Conditions to Confirmation

The following are conditions precedent to confirmation of the Plan that may be satisfied or waived in accordance with Article 11.3 of the Plan: (a) the Bankruptcy Court shall have approved a Disclosure Statement with respect to the Plan; and (b) the Confirmation Order shall have been signed by the Bankruptcy Court and entered on the docket of the Bankruptcy Court.

B. Conditions to Effective Date

The following are conditions precedent to the occurrence of the Effective Date, each of which may be satisfied or waived in accordance with Article 11.2 of the Plan.

(a) The Confirmation Order shall not have been vacated, reversed or modified and, as of the Effective Date, shall not be stayed.

(b) All documents and agreements to be executed on the Effective Date or

otherwise necessary to implement the Plan shall be in form and substance that is acceptable to Debtor, in its reasonable discretion.

(c) The Debtor shall have received any authorization, consent, regulatory approval, ruling, letter, opinion, or document that may be necessary to implement this Plan and that is required by law, regulation, or order.

Under the Plan, each of the conditions set forth above may be waived, in whole or in part, by Debtor without any notice to any other parties in interest or the Bankruptcy Court and without a hearing. The failure to satisfy or waive any condition to the Confirmation Date or the Effective Date may be asserted by Debtor in its sole discretion regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by Debtor in its sole discretion). The failure of Debtor to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

XIII. Certain Effects of Confirmation

A. Vesting of Debtor's Assets

Except as otherwise explicitly provided in the Plan, upon the Court's entry of the Confirmation Order, all property comprising the Estate (including Retained Actions, but excluding property that has been abandoned pursuant to an order of the Bankruptcy Court) shall revest in Debtor free and clear of all Claims, Liens, charges, encumbrances, rights and Interests of creditors and equity security holders, except as specifically provided in the Plan. As of the earlier of the Effective Date and the entry of a Final Decree, Reorganized Debtor may operate its business and use, acquire, and dispose of property and settle and compromise Claims or Interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and Confirmation Order.

B. Discharge of Debtor

Pursuant to Section 1141(d) of the Bankruptcy Code, except as otherwise specifically provided in the Plan or in the Confirmation Order, the Distributions and rights that are provided in the Plan shall be in complete satisfaction, discharge, and release of all Claims and Causes of Action, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in Debtor, Reorganized Debtor or its Estate that arose prior to the Effective Date.

C. Setoffs

The Debtor may, but shall not be required to, set off against any Claim, and the payments or other Distributions to be made pursuant to this Plan in respect of such Claim, claims of any nature whatsoever that the Debtor may have against such Holder; but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor or the Reorganized Debtor of any such claim that the Debtor or the Reorganized Debtor may have against such Holder.

D. Exculpation and Limitation of Liability

Under the Plan, the Debtor, the Professionals for the Debtor, the Reorganized Debtors, the New Value Participants and any of such parties respective officers, directors, employees advisors, attorneys, representatives, financial advisors, investment bankers, or agents and any of such parties' successors and assigns (collectively, the "Exculpated Parties") shall not have or incur, and shall be released from, any claim, obligation, cause of action, or liability to one another or to any Holder of any Claim or Interest, or any other party-in-interest, or any of their respective agents, employees, representatives, financial advisor, attorneys, or Affiliates, or any of their successors or assigns, for any act or omission in the Plan, the filing of the Bankruptcy Case, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for their willful misconduct, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. No Holder of any Claim or Interest, or other party in interest, none of their respective agents, employees, representatives, financial advisors, or Affiliates, and no successors or assigns of the foregoing, shall have any right of action against the parties listed in this provision for any act or omission in connection with, relating to, or arising out of the Bankruptcy Case, the pursuit of confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan. [different than Plan]

E. Miscellaneous Plan Provisions

1. Modification of Plan

Debtor shall be allowed to modify the Plan pursuant to Section 1127 of the Bankruptcy Code to the extent applicable law permits. Subject to the limitations contained in the Plan, pursuant to Article 13.1 of the Plan, Debtor may modify the Plan, before or after confirmation, without notice or hearing, or after such notice and hearing as the Bankruptcy Court deems appropriate, if the Bankruptcy Court finds that the Modification does not materially and adversely affect the rights of any parties in interest which have not had notice and an opportunity to be heard with regard thereto. In the event of any modification on or before confirmation, any votes to accept or reject the Plan shall be deemed to be votes to accept or reject the Plan as modified, unless the Bankruptcy Court finds that the modification materially and adversely affects the rights of parties in interest which have cast said votes. Debtor reserves the right in accordance with Section 1127 of the Bankruptcy Code to modify the Plan at any time before the Confirmation Date.

2. Retention of Jurisdiction

The Plan provides that subsequent to the Effective Date, the Bankruptcy Court shall have or retain jurisdiction for the following purposes:

(a) To adjudicate objections concerning the allowance, priority or classification of Claims and any subordination thereof, and to establish a date or dates by which objections to Claims must be filed to the extent not established in the Plan;

(b) To liquidate the amount of any disputed, contingent or unliquidated Claim, to estimate the amount of any disputed, contingent or unliquidated claim, to establish the amount of any reserve required to be withheld from any

distribution under the Plan on account of any disputed, contingent or unliquidated claim; assignment of any Executory Contract or Unexpired Lease of Debtor;

(d) To hear and rule upon all Retained Actions, Avoidance Actions and other Causes of Action commenced and/or pursued by Debtor and/or Reorganized Debtor;

(e) To hear and rule upon all applications for Professional Compensation;

(f) To remedy any defect or omission or reconcile any inconsistency in the Plan, as may be necessary to carry out the intent and purpose of the Plan;

(g) To construe or interpret any provisions in the Plan and to issue such orders as may be necessary for the implementation, execution and consummation of the Plan, to the extent authorized by the Bankruptcy Code;

(h) To adjudicate controversies arising out of the administration of the Estate or the implementation of the Plan;

(i) To make such determinations and enter such orders as may be necessary to effectuate all the terms and conditions of the Plan, including the Distribution of funds from the Estate and the payment of claims;

(j) To determine any suit or proceeding brought by Debtor and/or Reorganized Debtor to recover property under any provisions of the Bankruptcy Code;

(k) To hear and determine any tax disputes concerning Debtor and to determine and declare any tax effects under the Plan;

(l) To determine such other matters as may be provided for in the Plan or the Confirmation Order or as may be authorized by or under the provisions of the Bankruptcy Code;

(m) To determine any controversies, actions or disputes that may arise under the provisions of the Plan, or the rights, duties or obligations of any Person under the provisions of the Plan;

(n) To adjudicate any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with, any agreement pursuant to which Debtor sold any of its assets during the Bankruptcy Case; and

(o) To enter a final decree.

XIV. Confirmation and Consummation Procedure

A. General Information

All creditors whose Claims are Impaired by the Plan may cast their votes for or against the Plan. As a condition to confirmation of the Plan, the Bankruptcy Code requires that one Class of Impaired Claims votes to accept the Plan. Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a Class of Impaired Claims as acceptance by holders of at least two-thirds of the dollar amount of the class and by more than one-half in number of Claims. Holders of Claims who fail to vote are not counted as either accepting or rejecting a plan. Voting is accomplished by completing, dating, signing and returning the ballot form (the "Ballot") by the Voting Deadline. Ballots will be distributed to all creditors entitled to vote on the Plan and is part of the Solicitation Package accompanying the Disclosure Statement. The Ballot indicates (i) where the Ballot is to be filed and (ii) the deadline by which creditors must return their Ballots.

In the event of a default by Debtor or Reorganized Debtor in payments under the Plan, the holder of such claim must send written notice to Debtor at the address of record for Debtor as reflected on the then current docket for this Bankruptcy Case, unless such holder has received written notice of a change of address, via certified mail with a copy via email and regular to Henry F. Sewell, Jr. at the address reflected in the then current directory of the State of Bar of Georgia. Debtor shall have ten (10) days from the receipt of the notice of default to cure such default.

B. Solicitation of Acceptances

This Disclosure Statement, once approved by the Court as containing "adequate information," will permit creditors and equity interest holders to make an informed decision whether to accept or reject the Plan. Under the Bankruptcy Code, your acceptance of the Plan may not be solicited unless you receive a copy of this Disclosure Statement prior to, or concurrently with, such solicitation.

C. Acceptances Necessary to Confirm the Plan

At the Confirmation Hearing, the Court shall determine, among other things, whether the Plan has been accepted by Debtor's creditors. Impaired classes will be deemed to accept the Plan if at least two-thirds in amount and more than one-half in number of the Claims in each class vote to accept the Plan. Furthermore, in such event, unless there is unanimous acceptance of the Plan by the impaired classes, the Court must also determine that any non-accepting Class members will receive property with a value, as of the Effective Date of the Plan, that is not less than the amount that such Class member would receive or retain if Debtor were liquidated as of the Effective Date of the Plan under Chapter 7 of the Bankruptcy Code.

The Bankruptcy Code provides that the Plan may be confirmed even if it is not accepted by all Impaired classes. To confirm the Plan without the requisite number of acceptances of each Impaired Class, the Court must find that at least one Impaired Class has accepted the Plan without regard to the acceptances of insiders, and the Plan does not discriminate unfairly against, and is otherwise fair and equitable, to any Impaired Class that does not accept the Plan. Accordingly, if any Impaired Class does not vote to accept the Plan, Debtor will seek to confirm

the Plan under the provisions of Section 1129(b) of the Bankruptcy Code.

E. Considerations Relevant to Acceptance of the Plan

Debtor's recommendation that all Creditors should vote to accept the Plan is premised upon Debtor's view that the Plan is preferable to other alternatives for liquidation of Debtor's estate. It appears unlikely to Debtor that an alternate plan of reorganization or liquidation can be proposed that would provide for payments in an amount equal or greater than the amounts proposed under the Plan. If the Plan is not accepted, it is likely that the interests of all creditors will be further diminished.

F. Default Under the Plan

In the event that the Debtor default under the Plan, Creditors shall have the right to reopen the Bankruptcy Case and seek further relief from the Bankruptcy Court in accordance with the Plan and Confirmation Order including but not limited to compelling Debtor to comply with the terms of the Plan.

Respectfully submitted this 28th day of May, 2018.

GRIER BROS. ENTERPRISES, INC.

By: */s/ Wayne Grier*
Name: Wayne Grier
Title: President
Debtor and Debtor in Possession

LAW OFFICES OF HENRY F. SEWELL JR., LLC

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Exhibit "A"

[Pro-Forma]

Exhibit "B"

[Summary of 20___ Financials Through _____]

Exhibit "C"

[List Executory Contracts and Unexpired Leases]

Exhibit "D"

[Unsecured Creditors]