

**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. :

**NOTICE OF FILING OF REDLINE FOR SECOND AMENDED
AND RESTATED PLAN OF REORGANIZATION**

PLEASE TAKE NOTICE that Grier Bros. Enterprises, Inc., Debtor in the above captioned bankruptcy case, filed on December 19, 2018, a *Second Amended and Restated Plan of Reorganization* at Docket No. 136. Attached hereto as **Exhibit “A”** is a redline of the *Second Amended and Restated Plan of Reorganization* that reflects modifications to the *First Amended and Restated Plan of Reorganization* that was filed on November 2, 2018 at Docket No. 126.

Dated: December 19, 2018.

Respectfully submitted,

LAW OFFICES OF HENRY F. SEWELL JR., LLC

/s/ Henry F. Sewell, Jr.

Henry F. Sewell, Jr.

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Exhibit "A"

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~~FIRST~~SECOND AMENDED AND RESTATED PLAN OF REORGANIZATION

Dated this ~~2nd~~19th day of ~~November~~December, 2018

Filed by:

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

Attorneys for Debtor and Debtor in Possession:

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NO MATERIALS OTHER THAN THE ~~FIRST~~SECOND AMENDED AND RESTATED DISCLOSURE STATEMENT AND RELATED MATERIALS APPROVED BY THE BANKRUPTCY COURT HAVE BEEN AUTHORIZED FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THIS PLAN.

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 SUCH TIME AS THE DISCLOSURE STATEMENT (AS DEFINED IN THIS PLAN) HAS BEEN APPROVED BY THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION, AND DISTRIBUTED, WITH APPROPRIATE BALLOTS, TO ALL HOLDERS OF IMPAIRED CLAIMS AGAINST AND IMPAIRED INTERESTS IN THE DEBTOR ENTITLED TO VOTE ON THIS PLAN. THE PROPONENTS RESERVE THE RIGHT TO FILE AN AMENDED OR AMENDED AND RESTATED PLAN AND DISCLOSURE STATEMENT FROM TIME TO TIME. REFERENCE IS MADE TO THE DISCLOSURE STATEMENT FOR A DISCUSSION OF VOTING INSTRUCTIONS, THE DEBTOR'S HISTORY, BUSINESS, PROPERTIES, AND RESULTS OF OPERATIONS, A SUMMARY OF SIGNIFICANT EVENTS THAT HAVE OCCURRED TO DATE IN THIS CASE, AND THE MEANS OF FUNDING THIS PLAN. ALL HOLDERS OF CLAIMS AND

INTERESTS ARE ADVISED AND ENCOURAGED TO READ THE DISCLOSURE STATEMENT AND THIS PLAN IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN. AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, AND OTHER ACTIONS OR THREATENED ACTIONS, THIS PLAN AND THE DISCLOSURE STATEMENT WILL NOT BE CONSTRUED AS AN ADMISSION OR STIPULATION, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS.

COMES NOW, Grier Bros. Enterprises, Inc. (the “Debtor”), and, pursuant to Sections 1121 and 1123 of Title 11 of the United States Code (the “Bankruptcy Code”) and Rule 3016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), proposes the following ~~First~~Second Amended and Restated Plan of Reorganization (the “Plan”) for the resolution of the Claims (as defined herein) against the Debtor. The Plan replaces and supersedes the First Amended and Restated Plan of Reorganization dated ~~May 28~~November 2, 2018. The Debtor is a proponent of this Plan within the meaning of Section 1129 of the Bankruptcy Code. All Holders (as defined herein) of Claims against the Debtor entitled to vote on the Plan are encouraged to read the Plan and the Disclosure Statement (as defined herein) in their entirety before voting to accept or reject the Plan.

NOTWITHSTANDING ANYTHING IN THIS PLAN TO THE CONTRARY, UNLESS OTHERWISE STATED, ALL STATEMENTS IN THIS PLAN AND IN THE ACCOMPANYING DISCLOSURE STATEMENT CONCERNING THE HISTORY OF THE BUSINESS OF THE DEBTOR, THE PAST OR PRESENT FINANCIAL CONDITION OF THE DEBTOR, TRANSACTIONS TO WHICH THE DEBTOR WAS OR ARE A PARTY, OR THE EFFECT OF CONFIRMATION OF THE PLAN ON SECURED CREDITORS, UNSECURED CREDITORS, OR HOLDERS OF INTERESTS ARE ATTRIBUTABLE EXCLUSIVELY TO THE DEBTOR AND NOT TO ANY OTHER PARTY.

Article 1 **Introduction**

1.1 Disclosure Statement. As required by Section 1125 of the Bankruptcy Code, ~~on November 2, 2018,~~ the Debtor filed the Disclosure Statement (as defined herein). The Disclosure Statement contains an overview of the history of the Debtor, financial information regarding the Debtor and the assets of the Debtor, and a solicitation of acceptances of the Plan. No materials other than the Disclosure Statement and any exhibits and schedules attached to or referenced in the Disclosure Statement have been approved by the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division, or the Debtor for use in soliciting acceptances or rejections of the Plan.

1.2 Property and Claims. The Plan deals with all property of the Debtor and provides for treatment of all Claims against the Debtor and the property of the Debtor.

Article 2 **Definitions and General Provisions**

For the purposes of this Plan, except as otherwise expressly provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings ascribed to them in this Article of the Plan. Any term that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term therein.

2.1 The following terms, when used in this Plan, shall have the following meaning:

2.1.1 “Adequate Protection Payments” means those periodic payments made by the Debtor and received by the holder of an Allowed Secured Claim pursuant to a Final Order of the Bankruptcy Court.

2.1.2 “Administrative Expense Claim” means any Claim for payment of an administrative expense entitled to priority under Sections 503(b) or 507(a)(2) of the Bankruptcy Code.

2.1.3 “Allowed Claim” shall mean a Claim or any portion thereof that is enforceable against the Debtor or enforceable against the property of the Debtor under Sections 502 or 503 of the Bankruptcy Code.

2.1.4 “Allowed Secured Claim” shall mean the amount of the allowed Claim held by parties secured by property of the Debtor that is equal to the amount stipulated as constituting the allowed secured claim between the parties, or such amount as the Bankruptcy Court allows.

2.1.5 “Allowed Unsecured Claim” shall mean any Allowed Claim that is not an allowed administrative, priority, or secured claim.

2.1.6 “Assets” means, collectively, all of the property, as defined by Section 541 of the Bankruptcy Code, of the Estate of the Debtor (including without limitation, all of the assets, property, interests (including equity interests) and effects, real and personal, tangible and intangible, including all Avoidance Actions), wherever situated as such properties exist on the Effective Date or thereafter.

2.1.7 “Avoidance Action” means any claim or cause of action of the Estate arising out of or maintainable pursuant to Sections 502, 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code or any other similar applicable law, regardless of whether such action has been commenced prior to the Effective Date.

2.1.8 “Ballot” means each of the ballot forms that are distributed with the Disclosure Statement to Holders of Claims included in the Classes that are Impaired under this Plan and are entitled to vote.

2.1.9 “Bankruptcy Case” means that certain case before the Bankruptcy Court that was filed by the Debtor under Chapter 11 of the Bankruptcy Code and is captioned Grier Bros. Enterprises, Inc. under Case No. 17-56817-bem.

2.1.10 “Bankruptcy Code” means Title 11 of the United States Code.

2.1.11 “Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division.

2.1.12 “Bankruptcy Rules” means, collectively, the Federal Rules of Bankruptcy Procedure.

2.1.13 “Business Day” means any day on which the commercial banks are open for business in Atlanta, Georgia.

2.1.14 “Cash” means legal tender of the United States of America and equivalents thereof.

2.1.15 “Causes of Action” means all Avoidance Actions and any and all of the Debtor’s actions, suits, accounts, agreements, promises, rights to payment and claims, whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, and whether asserted or assertable directly or derivatively, in law, equity, or otherwise.

2.1.16 “Chapter 11” means Chapter 11 of the Bankruptcy Code.

2.1.17 “Claim” means a claim against Debtor whether or not asserted, as defined in Section 101(5) of the Bankruptcy Code.

2.1.18 “Classes” means a category of Claims described in this Plan.

2.1.19 “Confirmation Date” means the date on which the Bankruptcy Court enters the Confirmation Order.

2.1.20 “Confirmation Hearing” means the hearing before the Bankruptcy Court held to consider confirmation of this Plan and related matters under Section 1128 of the Bankruptcy Code, as such hearing may be continued.

2.1.21 “Confirmation Order” means the order confirming this Plan pursuant to Section 1129 of the Bankruptcy Code that the Bankruptcy Court enters, which shall be in all respects reasonably acceptable to the Debtor.

2.1.22 “Debtor” shall mean Grier Bros. Enterprises, Inc., debtor in the Bankruptcy Case.

2.1.23 “Disallowed Claim” means a Claim or any portion thereof that: (i) has been disallowed by a Final Order, (ii) is listed in the Schedules of the Debtor at zero, unknown, contingent, disputed, or unliquidated and as to which a proof of claim bar date has been established, but no proof of claim has been timely filed or deemed timely filed with the Bankruptcy Court, or (iii) is not listed in the Schedules of the Debtor and as to which a proof of claim bar date has been established but no proof of claim has been timely filed or deemed timely filed with the Bankruptcy Court.

2.1.24 “Disclosure Statement” means the ~~First~~Second Amended and Restated Disclosure Statement for Plan of Reorganization filed by the Debtor as approved by the Bankruptcy Court pursuant to Section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017, as such Disclosure Statement may be amended, modified or supplemented from time to time.

2.1.25 “Disputed Claim” means, with reference to any Claim, a Claim or any portion thereof, that is the subject of an objection timely filed in the Bankruptcy Court and which objection has not been withdrawn, settled or overruled by a Final Order of the Bankruptcy Court.

2.1.26 “Distribution” means any distribution by the Debtor or Reorganized Debtor to a Holder of an Allowed Claim.

2.1.27 “District Court” means the United States District Court for the Northern District of Georgia, Atlanta Division.

2.1.28 “Effective Date” means the date that is thirty (30) days after entry of a Confirmation Order.

2.1.29 “Estate” means, with regard to the Debtor, the estate that was created by the commencement by Debtor of the Bankruptcy Case pursuant to Section 541 of the Bankruptcy Code, and shall be deemed to include, without limitation, any and all rights, powers, and privileges of the Debtor and any and all interests in property, whether real, personal or mixed, rights, causes of action, avoidance powers or extensions of time that the Debtor or estate shall have had as of the commencement of the Bankruptcy Case, or which the Estate acquired after the commencement of the Bankruptcy Case, whether by virtue of Sections 541, 544, 545, 546, 547, 548, 549 or 550 of the Bankruptcy Code, or otherwise.

2.1.30 “Executory Contract or Unexpired Lease” means all executory contracts and unexpired leases to which the Debtor is a party.

2.1.31 “Final Distribution” means the Distribution by Debtor or Reorganized Debtor that satisfies all Allowed Claims to the extent provided in accordance with the Plan.

2.1.32 “Final Distribution Date” means the Distribution Date on which the Final Distribution is made.

2.1.33 “Final Order” means an order of the Bankruptcy Court, the District Court, or any other court as to which (i) any appeal that has been taken has been finally determined or dismissed, or (ii) the time for appeal has expired and no appeal has been filed timely. In the case of an order of the Bankruptcy Court, the time for appeal, for purposes of this definition, shall be the time permitted for an appeal to the District Court.

2.1.34 “Holder” means a holder of a Claim or Interest, as applicable.

2.1.35 “Impaired” shall have the meaning ascribed thereto in Section 1124 of the Bankruptcy Code.

2.1.36 “Income Tax Distribution” means the distribution from the Reorganized Debtor to a holder of an equity interest to meet annual income tax obligations, which shall be made annually in an amount equal to the lesser of the income tax liability due on account of

income reported on the Schedule K-1's issued by the Reorganized Debtor and the actual liability of the holder of an equity interest for federal, state, and local income taxed for the subject calendar year.

2.1.37 "Initial Distribution Date" means the Effective Date.

2.1.38 "Lien" has the meaning set forth in Section 101(37) of the Bankruptcy Code.

2.1.39 [Reserved]

2.1.40 [Reserved]

2.1.41 [Reserved]

2.1.42 "Person" means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, governmental unit (as defined in Section 101(27) of the Bankruptcy Code) or other entity.

2.1.43 "Petition Date" of the Debtor means April 13, 2017.

2.1.44 "Plan" means this ~~First~~Second Amended and Restated Plan of Reorganization for the Debtor and all exhibits and schedules attached hereto or referenced herein, which exhibits shall be part of this Plan as if set forth fully herein, as any of the same may be amended, modified, or supplemented.

2.1.45 "Priority Claim" means a Claim entitled to priority under the provisions of Section 507(a) of the Bankruptcy Code other than an Administrative Expense Claim or a Priority Tax Claim.

2.1.46 "Priority Tax Claim" means a Claim against the Debtor that is of a kind specified in Sections 507(a)(8) of the Bankruptcy Code.

2.1.47 "Professional Compensation" means (1) any amounts that the Bankruptcy Court allows pursuant to Section 330 of the Bankruptcy Code as compensation earned, and reimbursement of expenses incurred, by professionals employed by the Debtor, and (2) any amounts the Bankruptcy Court allows pursuant to Sections 503(b)(3) and (4) of the Bankruptcy Code in connection with the making of a substantial contribution to the Bankruptcy Case.

2.1.48 "Pro Rata" means, when used with reference to a distribution to Holders of Allowed Claims, the division of the gross amounts to be paid will be divided and paid proportionately, so that with respect to a particular Allowed Claim, the ratio of (a)(i) the amount of property distributed on account of such Claim to (ii) the allowed amount of such Claim, is the same as the ratio of (b)(i) the amount of property distributed on account of each Allowed Claim of the Class in which such Claim is included to (ii) the amount of all Allowed Claims in that Class. In determining such ratio, the Reorganized Debtor shall not include interest otherwise

accruing upon such Claim after the Effective Date, may round percentages to the nearest 1/100th (.01) and may round each resulting claim to the nearest one dollar (\$1.00).

2.1.49 “Record Date” means the date established in the Confirmation Order or any other Final Order of the Bankruptcy Court for determining the identity of holders of Allowed Claims entitled to Distributions under this Plan. If no Record Date is established in the Confirmation Order or any other order of the Bankruptcy Court, then the Record Date shall be the Confirmation Date.

2.1.50 “Record Holder” means the Holder of a Claim as of the Record Date.

2.1.51 “Released Parties” means the Debtor and its respective members, shareholders, directors, officers, employees, agents, representatives, attorneys, accountants, and Professionals (acting in such capacity) and only with respect to acts and occurrences more particularly described in Article 15 of this Plan.

2.1.52 “Reorganized Debtor” means the Debtor after Confirmation.

2.1.53 “Retained Action” means all claims, Causes of Action, rights of action suits and proceedings, whether in law or in equity, whether known or unknown, which Debtor or the Estate of the Debtor may hold against any Person, including, without limitation, (i) claims and Causes of Action brought prior to the Effective Date, (ii) claims and Causes of Action against any Persons for failure to pay for products or services provided or rendered by Debtor, (iii) claims and Causes of Action seeking the recovery of the Debtor’s accounts receivable or other receivables or rights to payment created or arising in the ordinary course of the Debtor’s business, including without limitation, claim overpayments and tax refunds, and (iv) all Causes of Action that are Avoidance Actions.

2.1.54 “Schedules” means the Schedules of Assets and Liabilities Debtor filed in the Bankruptcy Case, as such Schedules may be amended from time to time in accordance with Bankruptcy Rule 1009.

2.1.55 “Secured Claim” means a Claim against Debtor to the extent secured by a Lien on any property of Debtor on the Petition Date to the extent of the value of said property as provided in Section 506(a) of the Bankruptcy Code.

2.1.56 “Subordinated Claim” means any Unsecured Claim that is subordinated in priority to all other Allowed Unsecured Claims pursuant to the provisions of Section 510 of the Bankruptcy Code or other applicable law.

2.1.57 “Unimpaired” means, with respect to a Class of Claims or Interests, any Class that is not Impaired.

2.1.58 “Unsecured Claim” means any Claim against Debtor that is not a Secured Claim, a Priority Claim, a Priority Tax Claim, or an Administrative Expense Claim.

2.1.59 “Welcome Road Premises” means certain real property owned by the Debtor and located at 3370 Welcome All Road, Atlanta, Georgia 30331.

2.2 Time. Whenever the time for the occurrence or happening of an event as set forth in this Plan falls on a day which is a Saturday, Sunday, or legal holiday under the laws of the United States of America or the State of Georgia, then the time for the next occurrence or happening of said event shall be extended to the next day following which is not a Saturday, Sunday, or legal holiday under the laws of the United States of America or the State of Georgia.

2.3 Events of Default. In the event of a default by the Debtor in payments under the Plan or otherwise, the Holder of such Claim must send written notice to the Debtor at the addresses of record for Debtor as reflected on the docket for the Bankruptcy Case, unless Debtor has served such Holder a written notice of a change of address for Debtor, as applicable. The Holder of such Claim must send such Notice via certified mail with a courtesy copy via email and regular mail to Henry F. Sewell, Jr. at the address reflected in the then current directory of the State of Bar of Georgia. If such default is a monetary default, the Notice must include the basis of the default, the monetary amount of the default and the address where Debtor shall send funds to cure the default. Debtor shall have twenty (20) days from the Debtor’s receipt of the notice of default to cure such default. Receipt by the attorney for the Debtor is required, but shall not be deemed receipt by the Debtor of the required Notice.

Article 3 **Classification of Claims and Interests**

3.1 Summary. The categories of Claims and Interests set forth below classify all Claims against the Debtor for all purposes of this Plan. A Claim or Interest shall be deemed classified in a particular Class only to the extent the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. The treatment with respect to each Class of Claims and Interests provided for in Article 4 shall be in full and complete satisfaction and discharge of such Claims and Interests.

3.2 Treatment of Claims and Interests of the Debtor:

- 3.2.1 Class 1 shall consist of the Secured Claims of Commercial Credit Group Inc., Mack Financial Services, Barbara Bostick, BMO Harris Bank NA, and Hitachi;
- 3.2.2 Class 2 shall consist of the Secured Claim of Concepcion Salado;
- 3.2.3 Class 3 shall consist of the Secured or Priority Tax Claim of the Internal Revenue Service and the Georgia Department of Labor;
- 3.2.4 Class 4 shall consist of the Claim of Wells Fargo Bank, N.A.;
- 3.2.5 Class 5 shall consist of the General Unsecured Claims;

- 3.2.6 Class 6 shall consist of the claims of Priority and Secured Claims of Governmental Units;
- 3.2.7 Class 7 shall consist of the claims of Holders of equity interests in the Debtor.
- 3.2.8 Class 8 shall consist of the claims of Astra/Vision (as defined below).

Article 4
Treatment of Claims and Interests

The Classes, the treatment of each Class, and the voting rights of each Class are set forth below. Debtor reserves the right to prepay any claim in full at any time in accordance with the terms of the Plan (i.e. at the percentage distribution designated in the Plan) without prepayment penalty. Debtor further reserves the right to object to any and all claims as set forth below.

4.1 Class 1: Secured Claims of Commercial Credit Group Inc., Mack Financial Services, Barbara Bostick, BMO Harris Bank NA, and Hitachi. 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. Each Holder of any Class 1 Claims shall be paid in accordance with the terms of their particular agreement with the Debtor. Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. The Debtor reserves the right to object to any and all claims for any reason. The Holder of a Class 1 Claim is Unimpaired and not entitled to vote to accept or reject the Plan. Nothing contained herein shall prohibit the Debtor from objecting to any Class 1 Claim for any reason.

4.1.1 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”).¹ 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”) as well as general security interests on all other equipment, fixtures, general intangibles, goods, instruments, inventory, securities, deposit accounts,

¹ Further information with regard to the CCG Notes is as follows:

<u>Note Date</u>	<u>Face Amt. of Note</u>	<u>Balance as of 4-13-17</u>
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

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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. As of the Petition Date, the Debtor owed \$1,173,841.27 on the CCG Notes. ~~The Class 1A Claim of CCG shall be \$1,173,841.27 (“Due to payments made by the Debtor during the pendency of the Bankruptcy Case, as of November 12, 2018, the Debtor owed a total balance of \$775,792.97 on the CCG Notes in principal, interest, and late/other fees. The Class 1A Claim of CCG shall be (i) \$775,792.97 in principal, interest, and late/other fees, plus (ii) \$36,456.50 in attorneys’ fees incurred through December 7, 2018, plus reasonable attorneys’ fees actually incurred after December 7, 2018 through the Effective Date which shall be subject to review for reasonableness (the “CCG Attorney’s Fees”) and (iii) less amounts paid pursuant to the terms of the CCG Notes after November 12, 2018 (collectively, the “Class 1A Claim”).~~

Debtor shall pay the Class 1A Claim as follows: During the pendency of the Bankruptcy Case, Debtor has made and will continue to make until the Effective Date monthly payments ~~in the total amount of \$28,444~~ each month to CCG pursuant to the terms of ~~each of~~ the CCG Notes. ~~The Debtor will reconcile and determine the balance of the CCG shall apply payments received after November 12, 2018, to reduce to the Class 1A Claim as. The balance of the Effective Date of the Plan and address any changes in the Confirmation Order. The Class 1A Claim shall incur interest as set forth in each of the GGGCCG Notes. As of the Effective Date, the balance of the Class 1A Claim shall be paid pursuant to in accordance with the terms monthly payment schedule provided for in each of the GGG respective CCG Notes. There shall with the CCG Attorney’s Fees to be no pre-payment penalty paid on a pro rata basis in two (2) monthly installments commencing after the final payment provided for in the respective CCG Notes.~~

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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 notes 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.

4.1.2 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 the total amount of \$489,998.81 on the Mack Agreements. The Class 1B Claim of Mack shall be \$489,998.81 ("Class 1B Claim").

Debtor shall pay the Class 1B Claim as follows: During the pendency of the Bankruptcy Case, Debtor has made and will continue to make until the Effective Date monthly payments in the total amount of \$14,200.90 each month to Mack pursuant to the terms of the Mack Agreements. The Debtor will reconcile and determine the balance of the Class 1B Claim as of the Effective Date of the Plan and address any changes in the Confirmation Order. The Class 1B Claim shall incur interest as set forth in the Mack Agreements. As of the Effective Date, the balance of the Class 1B Claim shall be paid pursuant to the terms of the Mack Agreements by the Debtor making monthly payments in the total amount of \$14,200.90 each month. There shall be no pre-payment penalty.

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. \$489,998.81 (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.

4.1.3 Class 1C: The Class 1C claim of Barbara Bostick ("Bostick") arises from and in connection with a general contract that the Debtor entered into with Bostick to finance the purchase of two separate vehicles (as amended or modified, "Bostick 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 \$230,000 on the Bostick Agreement. The Class 1C Claim of Bostick shall be \$230,000 ("Class 1C Claim").

Debtor shall pay the Class 1C Claim as follows: During the pendency of the Bankruptcy Case, Debtor has made and will continue to make until the Effective Date monthly payments in the total amount of \$10,083 each month to Bostick pursuant to the terms of the Bostick Agreement. The Debtor will reconcile and determine the balance of the Class 1C Claim as of the Effective Date of the Plan and address any changes in the Confirmation Order. The Class 1C Claim shall incur interest as set forth in the Bostick Agreement. As of the Effective Date, the balance of the Class 1C Claim shall be paid pursuant to the terms of the Bostick Agreement by the Debtor making monthly payments in the total amount of \$10,083 each month. There shall be no pre-payment penalty.

Bostick shall retain its secured lien on the Bostick Equipment Collateral to the same validity and priority as it held on the Petition Date and extent, i.e. \$230,000 (the "Bostick Secured Claim"). Bostick has been receiving monthly post-petition payments on the Bostick Secured Claim that Bostick shall apply to the Bostick Secured Claim. Bostick and the Debtor shall reconcile the Bostick 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 Bostick Secured Claim, Bostick shall release its lien on the Bostick Equipment Collateral.

4.1.4 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 \$295,905.20 and unpaid interest and late charges in the amount of \$3,846.77 and \$908.49, respectively on the BMO Agreement. The Class 1D Claim of BMO shall be \$300,660.46 ("Class 1D Claim").

Debtor shall pay the Class 1D Claim as follows: During the pendency of the Bankruptcy Case, Debtor has made and will continue to make until the Effective Date monthly payments in the total amount of \$6,056.62 each month to BMO pursuant to the terms of the BMO Agreement. The Debtor will reconcile and determine the balance of the Class 1D Claim as of the Effective Date of the Plan and address any changes in the Confirmation Order. The Class 1D Claim shall incur interest as set forth in the BMO Agreement. As of the Effective Date, the balance of the Class 1D Claim shall be paid pursuant to the terms of the BMO Agreement by the Debtor making monthly payments in the total amount of \$6,056.62 each month. There shall be no pre-payment penalty.

BMO shall retain its secured lien on the BMO Equipment Collateral to the same validity and priority as it held on the Petition Date and extent, i.e. \$300,660.46 (the "BMO Secured Claim"). BMO has been receiving monthly post-petition adequate protection payments on the BMO Secured Claim that BMO shall apply to the BMO Secured Claim. BMO and the Debtor shall reconcile the BMO 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 BMO Secured Claim, BMO shall release its lien on the BMO Equipment Collateral.

4.1.5 Class 1E: The Class 1E claim of Hitachi (“Hitachi”) arises from and in connection with a finance agreement that the Debtor entered into with Hitachi to finance the purchase of a vehicle (as amended or modified, “Hitachi Agreement”) incident 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 \$133,600 on the Hitachi Agreement. The Class 1E Claim of Hitachi shall be \$133,600 (“Class 1E Claim”).

Debtor shall pay the Class 1E Claim as follows: During the pendency of the Bankruptcy Case, Debtor has made and will continue to make until the Effective Date monthly payments in the total amount of \$3,257.52 each month to Hitachi pursuant to the terms of the Hitachi Agreement. The Debtor will reconcile and determine the balance of the Class 1E Claim as of the Effective Date of the Plan and address any changes in the Confirmation Order. The Class 1E Claim shall incur interest as set forth in the Hitachi Agreement. As of the Effective Date, the balance of the Class 1E Claim shall be paid pursuant to the terms of the Hitachi Agreement by the Debtor making monthly payments in the total amount of \$3,257.52 each month. There shall be no pre-payment penalty.

Hitachi shall retain its secured lien on the Hitachi Equipment Collateral to the same validity and priority as it held on the Petition Date and extent, i.e. \$133,600 (the “Hitachi Secured Claim”). Hitachi has been receiving monthly post-petition payments on the Hitachi Secured Claim that Hitachi shall apply to the Hitachi Secured Claim. Hitachi and the Debtor shall reconcile the Hitachi 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 Hitachi Secured Claim, Hitachi shall release its lien on the Hitachi Equipment Collateral.

4.2 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. Concepcion filed a proof of claim as a result of such judgment reflecting a claim in the amount of 234,567.77 (“Class 2 Claim”). ~~Nothing contained herein shall prohibit the Debtor from objecting to the Class 2 Claim for any reason.~~

Debtor shall pay the Class 2 Claim as follows: During the pendency of the Bankruptcy Case, Concepcion received a payment in the total amount of \$115,891.20 from the Debtor ~~100,000.00~~ on account of the Class 2 Claim. Debtor has also made and will continue to make until the Effective Date monthly post petition adequate protection payments in the amount of \$600 on the Class 2 Claim that Concepcion shall apply to the Class 2 Claim. The Debtor will reconcile and determine the balance of the Class 2 Claim as of the Effective Date of the Plan and address any changes in the Confirmation Order. ~~The balance of the Class 2 Claim shall accrue interest at the rate of 3.25% per annum. Beginning~~ Pursuant to an agreement with Concepcion, beginning on the Effective Date, Debtor shall make principal and interest payments to Concepcion in the total monthly amount of \$4,232 based upon a ~~60~~ 36 month amortization schedule ~~with the balance of the Class 2 Claim accruing interest at the rate of 8.25% per annum.~~ Debtor shall continue to make principal and interest payments on the 15th day of each month through and including the ~~60th~~ 36th month following the Effective Date. On the 15th day of the ~~60th~~ 36th month following the Effective Date, Debtor shall make a balloon payment of any

accrued but unpaid interest as well as any remaining principal balance outstanding on the Class 2 Claim. There shall be no pre-payment penalty. In the event Concepcion holds any lien against any of the property of the Debtor, upon receipt by Concepcion of the final Class 2 payment, Concepcion shall release any lien of Concepcion on any property of the Debtor.

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.~~

4.3 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 a Class 3 Claim is Impaired and 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.

4.3.1 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 balance of the Class 3A 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 Georgia Department of Labor based upon a 60 month amortization schedule. The monthly payment amount of the Class 3A Claim is \$332. 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. On the 15th day of the 60th month following the Effective Date, Debtor shall make a balloon payment of any accrued but unpaid interest as well as any remaining principal balance outstanding on the Class 3A Claim. There shall be no pre-payment penalty. In the event the Georgia Department of Labor holds a tax lien against any of the property of the Debtor, upon receipt by the Georgia Department of Labor of the final Class 3A payment, the Georgia Department of Labor shall cancel its tax lien.

4.3.2 Class 3B: The Internal Revenue Service holds a tax claim in the total amount of \$448,292.89 that is comprised of a secured claim in the amount of \$357,823.34, a priority claim in the amount of \$4,627.54, and an unsecured claim in the amount of \$85,842.01. The secured and priority claims of the Internal Revenue Service in the cumulative amount of \$362,450.88 are collectively the "Class 3B Claim."

Debtor shall pay the Class 3B Claim as follows: The balance of 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 \$6,553. 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. On the 15th day of the 60th month following the Effective Date, Debtor shall make a balloon payment of any accrued but unpaid interest as well as any remaining principal balance outstanding on the Class 3B Claim. There shall be no pre-payment penalty. In the event the Internal Revenue Service holds a tax lien

against any of the property of the Debtor, upon receipt by the Internal Revenue Service of the final Class 3B payment, the Internal Revenue Service shall cancel its tax lien.

4.4 Class 4: Claim of Wells Fargo Bank, N.A. The Class 4 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”). 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”). The Wells Fargo Collateral is not property of the estate of the Debtor. As of the Petition Date, the Debtor owed principal of \$237,340.54 and unpaid interest in the amount of \$706.80 on the Wells Fargo Agreement. The Class 4 Claim of Wells Fargo shall be \$238,047.34 (“Class 4 Claim”).

Debtor shall pay the Class 4 Claim as follows: During the pendency of the Bankruptcy Case, Debtor has made and will continue to make until the Effective Date monthly payments in the total amount of \$2,600.00 each month to Wells Fargo pursuant to the terms of the Wells Fargo Agreement. The Debtor will reconcile and determine the balance of the Class 4 Claim as of the Effective Date of the Plan and address any changes in the Confirmation Order. The Class 4 Claim shall incur interest as set forth in the Wells Fargo Agreement. As of the Effective Date, the balance of the Class 4 Claim shall be paid pursuant to the terms of the Wells Fargo Agreement by the Debtor making monthly payments in the total amount of \$2,600.00 each month. There shall be no pre-payment penalty.

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 4 Claim, Wells Fargo shall release its lien on the Wells Fargo Collateral.

The Holder of a Class 4 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.

4.5 Class 5: General Unsecured Claims. Class 5 consists of the General Unsecured Claims of the Debtor that are not otherwise included in a class. While 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 Debtor has identified the Internal Revenue Service with a claim of \$85,842.01, Atlanta Commercial Tire with a claim of \$9,000, and Alvin U. Rhodes with the claim of \$25,000 as potential Holders of Class 5 Claims with Claims in the aggregate amount of \$119,842.01 (“Class 5 Claims”).

Debtor shall pay the Class 5 Claims as follows: ~~The balance of the Class 5 Claims shall accrue interest at the rate of 3.25% per annum.~~ Beginning ~~on two (2) years from~~ the Effective Date, Debtor shall ~~make principal and interest~~ begin making payments on a monthly basis to the Holders of Allowed Class 5 Claims based upon a ~~60~~36 month ~~amortization~~repayment schedule. The total monthly payment amount of the Class 5 Claims is ~~\$2,004,328.94~~ to be distributed *pro rata* to the Holders of Allowed Class 5 Claims. 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. On the 15th day of the 60th month following the Effective Date, Debtor shall make ~~a balloon payment of any accrued but unpaid interest as well as final payments of~~ any remaining principal balance outstanding on the Class 5 Claims. There shall be no pre-payment penalty. Based on the Claims identified above, the Debtor anticipates or projects that the total Class 5 ~~distribution shall equal \$120,241 and that such~~ aggregate distribution shall represent a distribution (dividend) on the outstanding Class 5 Claims ~~in excess~~ of 100%.

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 5 Claims for any reason. The holders of Class 5 Claims are impaired and are entitled to vote to accept or reject the Plan.

4.6 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 Claims”). Debtor is unaware of any Class 6 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 6 Governmental Unit Claims in full at any time.

The Debtor is not aware of any Class 6 Governmental Unit Claims. In the event that the Debtor is liable for an allowed Class 6 Governmental Unit Claim, Debtor shall pay the Holder of such Class 6 Governmental Unit 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 6 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 5 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 6 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 6 Claims for any reason.

4.7 Class 7: Equity Interest Holders of the Debtor. Class 7 consists of claims of Holders of equity interests in the Debtor.

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

4.8 Class 8: Claims of Astra/Vision. The Class 8 claim of Astra Group Inc. (“Astra”) and Vision Financial Group, Inc. (“Vision”) (collectively, Vision and Astra are “Astra/Vision”) arises from and in connection with an Equipment Lease by and between the Debtor and Astra dated November 23, 2015, and a Commercial Finance Agreement dated July 1, 2018, (collectively, the “Astra/Vision Agreement”) related to certain equipment described as four (4) 2016 Mack Duraglass Dump (“Astra/Vision Equipment”) (“Class 8 Claim”).

Debtor shall pay the Class 8 Claim as follows: During the pendency of the Bankruptcy Case, Debtor has made and will continue to make until the Effective Date monthly payments in the total amount of \$13,439.08 each month to Astra/Vision pursuant to the terms of the Astra/Vision Agreement. The Debtor will reconcile and determine the balance of the Class 8 Claim as of the Effective Date of the Plan and address any changes in the Confirmation Order. The Class 8 Claim shall incur interest as set forth in the Astra/Vision Agreement. As of the Effective Date, the balance of the Class 1F Claim shall be paid pursuant to the terms of the Astra/Vision Agreement by the Debtor making monthly payments in the total amount of \$13,439.08 each month. There shall be no pre-payment penalty. The Astra/Vision Agreement shall be assumed under the Plan.

A Holder of a Class 8 Claims is Unimpaired and not entitled to vote to accept or reject the Plan.

Article 5 **Treatment of Unclassified Claims**

5.1 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 and are treated as described in this Article 5. 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. Except as otherwise provided in this Plan, each Person holding an Allowed Administrative Expense Claim shall receive Cash equal to the unpaid portion of such Allowed Administrative Expense Claim as soon as practicable after the later of: (a) the Effective Date; (b) the date on which such Person becomes the holder of such an Allowed Administrative Expense Claim; or (c) the date or dates when that Claim is payable by its terms, consistent with past practice.

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;
- B. Professional fees and expenses for Herbert C. Broadfoot II, P.C., as co-counsel for the Debtor; and
- C. Professional fees and expenses for Tookes and Associates, Inc., as accountants 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 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.

5.2 Administrative Expense Claims.

5.2.1 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, or (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.

5.2.2 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 in the ordinary course of business or for Professional Compensation, shall file a proof of such Administrative Expense Claim with the Bankruptcy Court within thirty (30) days after the entry of the Confirmation Order. 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 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 or the Estate.

5.2.3 Any Person seeking an award by the Bankruptcy Court of Professional Compensation 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.

Debtor may pay professional fees incurred after confirmation of this Plan without Court approval. Debtor shall pay all pre-confirmation fees of professionals as payment of the same is approved by the Court.

Article 6
Means for the Implementation of the Plan

6.1 Parties Responsible for Implementation of the Plan Upon confirmation, Debtor will be charged with administration of the Bankruptcy Case. Debtor will be authorized and empowered to take such actions as are required to effectuate the Plan, including the prosecution and enforcement of Causes of Action, except as provided herein. 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 and the completion of the claims analysis and objection process.

6.2 Sources of Cash for Distribution.

Debtor shall pay all claims from the post-petition revenue of the Debtor. The Plan provides that Debtor shall act as the Disbursing Agent to make payments under the Plan unless Debtor appoints some other entity to do so. Debtor may maintain bank accounts under the confirmed Plan in the ordinary course of business. Debtor may also pay ordinary and necessary expenses of administration of the Plan in due course.

6.3 Preservation of Causes of Action. In accordance with Section 1123(b)(3) of the Bankruptcy Code, Debtor will retain and may (but are not required to) enforce all Retained Actions. After the Effective Date, Debtor, in its sole and absolute discretion, shall have the right to bring, settle, release, compromise, or enforce such Retained Actions (or decline to do any of the foregoing), without further approval of the Bankruptcy Court. Debtor (or any successors, in the exercise of its sole discretion), may pursue such Retained Actions so long as it is the best interests of Debtor (or any successors holding such rights of action. The failure of Debtor to specifically list any claim, right of action, suit, proceeding or other Retained Action in this Plan does not, and will not be deemed to, constitute a waiver or release by Debtor of such claim, right of action, suit, proceeding or other Retained Action, and Debtor will retain the right to pursue such claims, rights of action, suits, proceedings and other Retained Actions in its sole discretion and, therefore, no preclusion doctrine, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches will apply to such claim, right of action, suit, proceeding or other Retained Actions upon or after the confirmation or consummation of this Plan. Debtor reserves all causes of actions for breach of any former or now existing agreement or otherwise.

6.4 Effectuating Documents, Further Transactions. Debtor is authorized to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such action as may be necessary, desirable or appropriate to effectuate and further evidence the terms and conditions of this Plan or to otherwise comply with applicable law.

6.5 Exemption from Certain Transfer Taxes and Recording Fees. Pursuant to Section 1146(c) of the Bankruptcy Code, any transfers from Debtor to any other Person or entity pursuant to or in contemplation of this Plan, or any agreement regarding the transfer of title to or ownership of any of the Debtor's real or personal property will not be subject to any document recording tax, stamp tax, conveyance fee, sales tax, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the Confirmation Order will direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

6.6 Further Authorization. Debtor shall be entitled to seek such orders, judgments, injunctions and rulings as they deem necessary or desirable to carry out the intentions and purposes, and to give full effect to the provisions, of this Plan.

6.7 Liabilities of the Debtor. Debtor will not have any liabilities except those expressly assumed under the Plan. Debtor will be responsible for all expenses incurred by Debtor in the ordinary course of business after the Petition Date, and those expenses will be paid in the ordinary course of business as they become due or as agreed upon by holders of the expense claim.

Article 7 **Distributions**

7.1 Disbursing Agent. Unless otherwise provided for herein, all Distributions under this Plan shall be made by the Debtor or its agent (the "Disbursing Agent").

7.2 Distributions of Cash. Any Distribution of Cash made by Debtor pursuant to this Plan shall, at the option of the Debtor, be made by check drawn on a domestic bank or by wire transfer from a domestic bank.

7.3 No Interest on Claims or Interests. Unless otherwise specifically provided for in this Plan, the Confirmation Order, or a postpetition agreement in writing between the Debtor and a Holder, postpetition interest shall not accrue or be paid on Claims, and no Holder shall be entitled to interest accruing on or after the Petition Date on any Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a Final Distribution is made when and if such Disputed Claim becomes an Allowed Claim.

7.4 Delivery of Distributions. The Distribution to a Holder of an Allowed Claim shall be made by Debtor (a) at the address set forth on the proof of claim filed by such Holder, (b) at the address set forth in any written notices of address change delivered to Debtor after the date of any related proof of claim, (c) at the addresses reflected in the Schedules if no proof of claim has been filed and Debtor has not received a written notice of a change of address, or (d) if the Holder's address is not listed in the Schedules, at the last known address of such Holder according to the Debtor's books and records. If any Holder's Distribution is unclaimed or returned as undeliverable, no further Distributions to such Holder shall be made unless and until Debtor is notified of such Holder's then-current address, at which time all missed Distributions shall be made to such Holder without interest. All cash Distributions not claimed or returned for a period of six (6) months following the distribution shall be irrevocably retained by Debtor notwithstanding any federal or state escheat laws to the contrary.

7.5 Distributions to Holders as of the Record Date. All Distributions on Allowed Claims shall be made to the Record Holders of such Claims. As of the close of business on the Record Date, the Claims register maintained by the Bankruptcy Court shall be closed, and there shall be no further change in the Record Holder of any Claim. Debtor shall have no obligation to recognize any transfer of any Claim occurring after the Record Date. Debtor shall instead be entitled to recognize and deal for all purposes under this Plan with the Record Holders as of the Record Date.

7.6 Fractional Dollars. Any other provision of this Plan notwithstanding, the Debtor shall not be required to make Distributions or payments of fractions of dollars. Whenever any payment of a fraction of a dollar under this Plan would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

7.7 Withholding Taxes. Debtor or Reorganized Debtor, as the case may be, shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all Distributions under this Plan shall be subject to any such withholding and reporting requirements.

Article 8

Procedures for Treating and Resolving Disputed Claims

8.1 Objections to Claims. 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 express terms of this Plan.

8.2 No Distributions Pending Allowance. Except as otherwise provided herein, 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.

8.3. 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.

Article 9
Provision for Assumption of Unexpired
Leases and Executory Contracts

9.1 Provisions Regarding Executory Contracts

Attached hereto as Exhibit “A” is a list of all Executory Contracts and Unexpired Leases to be Assumed Contracts under the Plan. The Debtor reserves the right to amend Exhibit “A” 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.

Article 10
Effect of Plan on Claims and Interests

10.1 Vesting of Debtor’s Assets. Except as otherwise explicitly provided in the Plan, as of the date of Confirmation, all property comprising the Estate (including Retained Actions, but excluding property that has been abandoned pursuant to an order of the Bankruptcy Court) shall revert 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 date of confirmation, 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.

10.2. Discharge of the 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 and

discharge 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.

10.3 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 the Plan in respect of such Claim, claims of any nature whatsoever that the Debtor may have against such entity, 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 entity.

10.4 Injunction. Upon entry of a Confirmation Order in this case, except as provided for in this Plan, the Confirmation Order shall act as a permanent injunction against any Person commencing or continuing any action, employment of process, or act to collect, offset, or recover any Claim or Cause of Action provided for under this Plan against: (1) Debtor or Reorganized Debtor, or (2) against any property of Debtor or Reorganized Debtor.

10.5 Effect of Confirmation.

10.5.1 Binding Effect. On the Confirmation Date, the provisions of this Plan shall be binding on the Debtor, the Estate, all Holders of Claims against or Interests in the Debtor, and all other parties-in-interest whether or not such Holders are Impaired and whether or not such Holders have accepted this Plan.

10.5.2 Effect of Confirmation on Automatic Stay. Except as provided otherwise in this Plan, from and after the Effective Date, the automatic stay of § 362(a) of the Bankruptcy Code shall terminate.

10.5.3 Filing of Reports. The Reorganized Debtor shall file all reports and pay all fees required by the Bankruptcy Code, Bankruptcy Rules, U.S. Trustee guidelines, and the rules and orders of the Bankruptcy Court.

10.5.4 Post-Effective Date Retention of Professionals. Upon the Confirmation Date, any requirement that professionals comply with §§ 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date will terminate, and the Reorganized Debtor will employ and pay professionals in its ordinary course of business.

10.6 No Discharge of Third Parties Liable on Claims. Anything to the contrary in this Article 10 or elsewhere in this Plan notwithstanding, nothing in this Plan or in the Confirmation Order shall (i) modify, amend, discharge, or affect in any way the liability of any third party guarantor or obligor, or any other third party primarily or secondarily liable for any claim, all of which shall remain unaffected by this Bankruptcy Case, the Plan, or the Confirmation Order, or (ii) cure or be deemed to have cured the pre-petition defaults under any guaranty or other documents between any creditor, guarantor or other third parties. Further, creditors shall be deemed to have reserved all rights and remedies against third parties and shall be entitled at any

time to enforce and exercise such rights and remedies against third parties under applicable law, without any need for notice or action in or by the Bankruptcy Court.

Article 11
Conditions Precedent

11.1 Conditions to Confirmation. The following are conditions precedent to confirmation of this Plan that may be satisfied or waived in accordance with Article 11.3 of this Plan.

11.1.1 The Bankruptcy Court shall have approved the Disclosure Statement with respect to this Plan in form and substance that is acceptable to the Debtor, in its sole and absolute discretion; and

11.1.2 The Confirmation Order shall have been signed by the Bankruptcy Court and entered on the docket of the Bankruptcy Case.

11.2 Conditions to the 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 11.3 of this Plan.

11.2.1 The Confirmation Order has become a Final Order, shall not have been vacated, reversed or modified and, as of the Effective Date, shall not be stayed;

11.2.2 All documents and agreements to be executed on the Effective Date or otherwise necessary to implement this Plan shall be in form and substance that is acceptable to the Debtor in its reasonable discretion;

11.2.3 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;

11.3 Waiver of Conditions to Confirmation or Consummation. The conditions set forth in Article 11.2 of this Plan may be waived, in whole or in part, by the 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 the Debtor in its sole discretion (with the consent of the Committee, which consent shall not be unreasonably withheld) regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by the Debtor). The failure of the 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.

Article 12
Retention and Scope of Jurisdiction of the Bankruptcy Court

12.1 Retention of Jurisdiction. Subsequent to the Effective Date, the Bankruptcy Court shall have or retain jurisdiction for the following purposes:

12.1.1 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 herein;

12.1.2 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 this Plan on account of any disputed, contingent or unliquidated Claim;

12.1.3 To resolve all matters related to the rejection, and assumption and/or assignment of any Executory Contract or Unexpired Lease of the Debtor;

12.1.4 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;

12.1.5 To hear and rule upon all applications for Professional Compensation;

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

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

12.1.8 To adjudicate controversies arising out of the administration of the Estates or the implementation of this Plan;

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

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

12.1.11 To hear and determine any tax disputes concerning the Debtor and to determine and declare any tax effects under this Plan;

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

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

12.1.14 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 the Debtor sold any of its assets during the Bankruptcy Case; and

12.1.15 To enter a final decree.

12.2 Alternative Jurisdiction. In the event that the Bankruptcy Court is found to lack jurisdiction to resolve any matter, then the District Court shall hear and determine such matter. If the District Court does not have jurisdiction, then the matter may be brought before any court having jurisdiction with regard thereto.

12.3 Final Decree. The Bankruptcy Court may, upon application of the Reorganized Debtor, at any time after “substantial consummation” of the Plan as defined in §1101(2) of the Bankruptcy Code, enter a final decree in the case, notwithstanding the fact that additional funds may eventually be distributed to parties in interest. In such event, the Bankruptcy Court may enter an Order closing the Bankruptcy Case pursuant to Section 350 of the Bankruptcy Code, provided, however, that: (a) the Reorganized Debtor shall continue to have the rights, powers, and duties set forth in this Plan; (b) any provision of this Plan requiring the absence of an objection shall no longer be required, except as otherwise ordered by the Bankruptcy Court; and (c) the Bankruptcy Court may from time to time reopen the Bankruptcy Case if appropriate for any of the following purposes: (1) administering Assets; (2) entertaining any adversary proceedings, contested matters or applications the Debtor has brought or bring with regard to the liquidation of Assets and the prosecution of Causes of Action; (3) enforcing or interpreting this Plan or supervising its implementation; or (4) for other cause.

Article 13 **Miscellaneous Provisions**

13.1 Modification of the Plan. Debtor shall be allowed to modify this Plan pursuant to Section 1127 of the Bankruptcy Code to the extent applicable law permits. Subject to the limitations contained in this Plan, pursuant to Article 13.1 of this Plan, Debtor may modify this 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 this Plan shall be deemed to be votes to accept or reject this 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 this Plan at any time before the Confirmation Date.

13.2 Allocation of Plan Distributions Between Principal and Interest. To the extent that any Allowed Claim entitled to a Distribution under this Plan is composed of indebtedness and accrued but unpaid interest thereon, such distribution shall, to the extent permitted by applicable law, be allocated for United States federal income tax purposes to the principal

amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to the portion of the Claim representing accrued but unpaid interest.

13.3 Applicable Law. Except to the extent that the Bankruptcy Code or the Bankruptcy Rules are applicable, the rights and obligations arising under this Plan shall be governed by the laws of the State of Georgia.

13.4 Preparation of Estate Returns and Resolution of Tax Claims. The Debtor or Reorganized Debtor shall file all tax returns and other filings with governmental authorities and may file determination requests under Section 505(b) of the Bankruptcy Code to resolve any Disputed Claim relating to taxes with a governmental authority.

13.5 Headings. The headings of the Articles and the Sections of this Plan have been used for convenience only and shall not limit or otherwise affect the meaning thereof.

13.6 Revocation of Plan. The Debtor reserves the right, unilaterally and unconditionally, to revoke and/or withdraw this Plan at any time prior to entry of the Confirmation Order, and upon such revocation and/or withdrawal this Plan shall be deemed null and void and of no force and effect.

13.7 No Admissions; Objection to Claims. Nothing in this Plan shall be deemed to constitute an admission that any individual, corporation, partnership, trust, venture, governmental unit, or any other form of legal entity as being the Holder of a Claim is the Holder of an Allowed Claim, except as expressly provided in this Plan. The failure of the Debtor to object to or examine any Claim for purposes of voting shall not be deemed a waiver of the Debtor's rights to object to or reexamine such Claim in whole or in part.

13.8 No Bar to Suits. Except as otherwise provided in Article 6 or 10 of this Plan, neither this Plan or confirmation hereof shall operate to bar or estop the Debtor or Reorganized Debtor from commencing any Cause of Action, or any other legal action against any Holder of a Claim or any individual, corporation, partnership, trust, venture, governmental unit, or any other form of legal entity, whether such Cause of Action, or any other legal action arose prior to or after the Confirmation Date and whether or not the existence of such Cause of Action, or any other legal action was disclosed in any disclosure statement filed by the Debtor in connection with this Plan or whether or not any payment was made or is made on account of any Claim. Without limitation, Debtor retains and reserves the right to prosecute Retained Actions.

13.9 Exhibits/Schedules. All exhibits and schedules to this Plan, and all attachments thereto, are incorporated into and are a part of this Plan as if set forth in full herein.

13.10 Conflicts. In the event that provisions of the Disclosure Statement and provisions of this Plan conflict, the terms of this Plan shall govern.

Article 14
Tax Consequences

14.1 **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 Holders of an Interest are represented, implied, or warranted. Each Holder of a Claim or Interest should seek professional tax advice, including the evaluation of recently enacted or pending legislation, because recent changes in taxation may be complex and lack authoritative interpretation. 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.

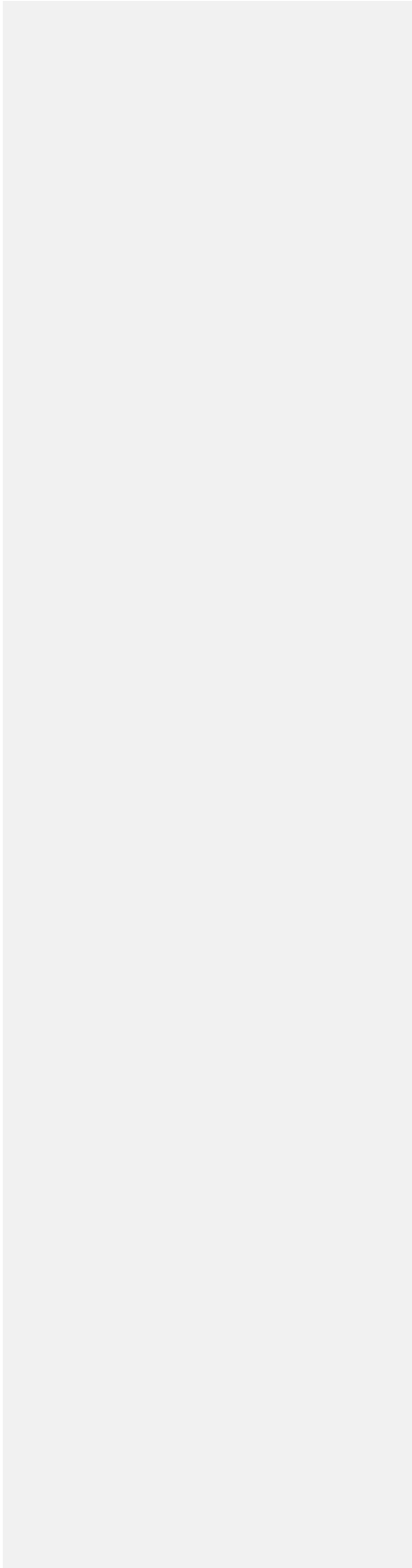
Article 15
Exculpation

15.1 **Exculpation from Liability.** The Debtor, the Professionals for the Debtor, and the Reorganized Debtor 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 neither have nor incur any liability whatsoever to any Person or Entity for any act taken or omitted to be taken in good faith in connection with or related to the formulation, preparation, dissemination, or confirmation of the Plan, the Disclosure Statement, any Plan Document, or any contract, instrument, release, or other agreement or document created or entered into, or any other act taken or omitted to be taken, in connection with the Plan or the Bankruptcy Case, in each case for the period on and after the Petition Date and through the Effective Date; provided, however, that this exculpation from liability provision shall not be applicable to any liability found by a court of competent jurisdiction to have resulted from fraud or the willful misconduct or gross negligence of any such party. The rights granted under this section are cumulative with (and not restrictive of) any and all rights, remedies, and benefits that the Exculpated Parties have or obtain pursuant to any provision of the Bankruptcy Code or other applicable law. In furtherance of the foregoing, the Exculpated Parties shall have the fullest protection afforded under Section 1125(e) of the Bankruptcy Code and all applicable law from liability for violation of any applicable law, rule or regulation governing the solicitation of acceptance or rejection of a plan or the offer, issuance, sale or purchase of securities. This exculpation from liability provision is an integral part of the Plan and is essential to its implementation. Notwithstanding anything to the contrary contained herein, the provisions of this shall not release, or be deemed a release of, any other parties or claims.

15.2 **Release.** On the Effective Date, the Released Parties and Exculpated Parties shall be unconditionally and are hereby deemed to be unconditionally released from any and all claims, obligations, suits, judgments, damages, losses, rights, remedies, causes of action, charges, costs, debts, indebtedness, or liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission, transaction, event or other occurrence taking place between the Petition Date and the Effective Date, which is in any way relating to the Debtor, this Bankruptcy Case, any Assets of the Debtor, the business or operations of the Debtor, any Plan Documents, the Plan, or any of the transactions contemplated thereby; provided, however, that this release provision shall not be applicable to any liability found by a court of competent jurisdiction to have resulted from fraud or the willful misconduct or gross negligence of any such party nor shall this release apply to any prepetition acts of any of the officers, directors, members or managers of any of the Debtor. The Confirmation Order shall enjoin the prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any such claim, obligation, suit, judgment, damage, loss, right, remedy, cause of action, charge, cost, debt, indebtedness, or liability which arose or accrued during such period or was or could have been asserted against any of the Released Parties or Exculpated Parties, except as otherwise provided in the Plan or in the Confirmation Order. Each of the Released Parties and Exculpated Parties shall have the right to independently seek enforcement of this release provision. This release provision is an integral part of the Plan and is essential to its implementation. Notwithstanding anything to the contrary contained herein, the provisions of this § 15.2 shall not release, or be deemed a release of any of the Causes of Action.

15.3 **Barton Doctrine.** The “Barton Doctrine” under e.g. *Barton v. Barbour*, 104 U.S. 126, 26 L.Ed. 672 (1881) (holding that a trustee cannot be sued without leave of the bankruptcy court), which prohibits a party from suing either a trustee, the officers of a debtor in possession, or their attorneys, in a non-appointing court for acts done in their official capacity, shall pertain to the provisions of this Plan and shall stand as one of the bases for enforcement of the provisions herein. See, e.g., *Carter v. Rodgers*, 220 F.3d 1249, 1252 (11th Cir. 2000) (“[j]oining the other circuits that have considered this issue, we hold that a debtor must obtain leave of the bankruptcy court before initiating an action in district court when that action is against the trustee or other bankruptcy-court-appointed officer, for acts done in the actor’s official capacity”); *Patco Energy Express v. Lambros*, 2009 U.S. App. LEXIS 25771 (11th Cir. 2009) (“[w]here a plaintiff neglects to obtain leave from the appointing court, a suit filed [against a bankruptcy trustee] in another court must be dismissed for lack of subject matter jurisdiction”); *In the Matter of Linton*, 136 F.3d 544, 545 (7th Cir. 1998); *In re DeLorean Motor Co.*, 991 F.2d 1236, 1240-41 (6th Cir. 1993) (“[i]t is well settled that leave of the appointing forum must be obtained by any party wishing to institute an action in a nonappointing forum against a trustee, for acts done in the trustee’s official capacity and within the trustee’s authority as an officer of the court . . . counsel for trustee, court appointed officers who represent the estate, are the functional equivalent of a trustee”); *In re Balboa Improvements, Ltd.*, 99 B.R. 966, 970 (9th Cir. BAP 1989) (holding that permission to sue debtor’s attorney for alleged misconduct in the administration of an estate must be obtained from the bankruptcy court).

(Signatures Continued on the Following Page)



Respectfully submitted this ~~2nd~~^{19th} day of ~~November~~^{December}, 2018.

GRIER BROS. ENTERPRISES, INC.

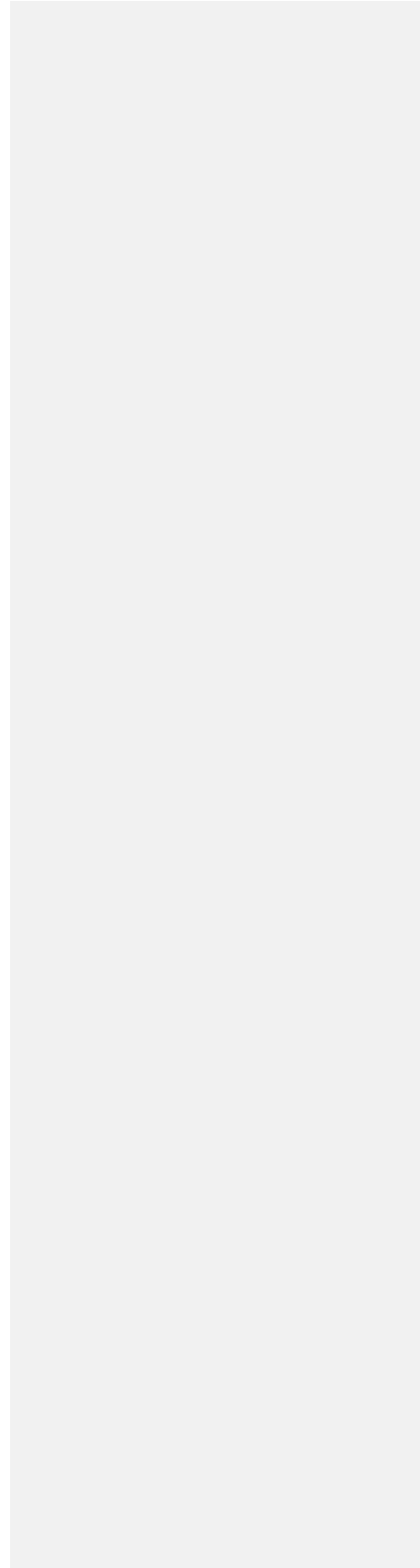
By: /s/ Wayne Grier
Name: Wayne Grier
Title: President
Debtor and Debtor in Possession

LAW OFFICES OF HENRY F. SEWELL JR., LLC

/s/ Henry F. Sewell, Jr.
Henry F. Sewell, Jr.
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Buckhead Centre
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Atlanta, GA 30305
(404) 926-0053
Counsel for Debtor and Debtor in Possession

Exhibit "A"

[List Executory Contracts and Unexpired Leases]



Schedule of Certain Executory Contracts and Leases
(Alphabetical Order by Counterparty)

Counterparty	Description
Archer Western Contractors LLC	I-20 reconstruction lane expansion--Carroll County, Georgia
Astra Group, Inc.	Lease Agreement for 4 Mack trucks
C.W. Matthews Contracting Co., Inc.	I-95/I985 additional express lanes extension-Gwinett County, Georgia
Clayton County Government	Hauling/paving contract -Clayton County, Georgia
Layne Heavy Civil, Inc.	Southwest Connector 54" water main project - Cobb County, Georgia
North Perimeter Contractors	I-285/GA 400 reconstruction project
Northwest Express Roadbuilders	I-75/I-575 express lanes northwest corridor project
Southeastern Site Development	Atlanta green permeable paver project - City of Atlanta