

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

In re:)	
)	Case No. 12-08921
MOORE FREIGHT SERVICE, INC., and)	Jointly Administered
G.R.E.A.T. LOGISTICS, INC.,)	Chapter 11
Debtors.)	Judge Lundin

**DISCLOSURE STATEMENT TO ACCOMPANY
DEBTORS' JOINT PLAN OF REORGANIZATION**
(Dated: July 24, 2013)

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ARTICLE I. INTRODUCTION

This Disclosure Statement (“**Disclosure Statement**”) and the accompanying ballot (“**Ballot**”) are being furnished by Moore Freight Service, Inc. and G.R.E.A.T. Logistics, Inc. (the “**Debtors**”) to the holders of Claims against Debtors pursuant to Section 1125 of the United States Bankruptcy Code in connection with the solicitation of ballots for the acceptance of Debtors’ Joint Plan of Reorganization (the “**Plan**”) filed under Chapter 11 (“**Chapter 11**”) of Title 11 of the United States Code (the “**Bankruptcy Code**”). Capitalized terms used in this Disclosure Statement and not defined herein shall have their respective meanings set forth in the Plan or, if not defined in the Plan, as defined in the Bankruptcy Code.

On July 24, 2013, Debtors filed this Disclosure Statement and their Plan with the U.S. Bankruptcy Court for the Middle District of Tennessee, Nashville Division (the “**Bankruptcy Court**”).

The purpose of this Disclosure Statement is to enable those persons whose Claims against Debtors are Impaired and who are entitled to vote under the Plan to make an informed decision with respect to the Plan before exercising their rights to vote to accept or reject the Plan. On _____, 2013, after notice and a hearing, this Disclosure Statement was approved by the Bankruptcy Court as containing information, of a kind and in sufficient detail, to enable persons whose votes are being solicited to make an informed judgment with respect to acceptance or rejection of the Plan. The Bankruptcy Court’s approval of this Disclosure Statement does not constitute either a guarantee of the accuracy or completeness of the information contained herein or an endorsement of any of the information contained in this Disclosure Statement or the Plan.

Holders of Claims should read this Disclosure Statement and the Plan in their entirety before voting on the Plan. No solicitation of votes with respect to the Plan may be made except pursuant to this Disclosure Statement. No statement or information concerning Debtors (particularly as to results of operations or financial condition, or with respect to distributions to be made under the Plan) or any of the assets or properties of Debtors that is given for the purpose of soliciting acceptances or rejections of the Plan is authorized, other than as set forth in this Disclosure Statement. In the event of any inconsistencies between the provisions of the Plan and this Disclosure Statement, the provisions of the Plan shall control.

After carefully reviewing this Disclosure Statement, the Plan and all exhibits and any schedules attached hereto, please indicate your acceptance or rejection of the Plan by voting in favor of or against the Plan on the enclosed Ballot. Then, **RETURN THE BALLOT IN SUFFICIENT TIME TO BE RECEIVED BY NO LATER THAN __:00 P.M., CENTRAL TIME, ON _____, 2013 (THE “VOTING DEADLINE”) AT THE FOLLOWING ADDRESS:**

Cindy B. Duck
Harwell Howard Hyne Gabbert & Manner, P.C.
333 Commerce Street, Suite 1500
Nashville, Tennessee 37201
(615) 256-0500

DEBTORS BELIEVE THAT ACCEPTANCE OF THE PLAN IS IN THE BEST INTEREST OF ALL CLAIMANTS AND, CONSEQUENTLY, THE DEBTORS URGE ALL CLAIMANTS TO VOTE TO ACCEPT THE PLAN.

Any Ballots received after the Voting Deadline will not be counted unless otherwise ordered by the Bankruptcy Court. Ballots that are received after the Voting Deadline may not be used in connection with the Debtors' request for confirmation of the Plan or any modification thereof, except to the extent allowed by the Bankruptcy Court. *See* "Voting Ballots and Voting Deadline."

Should you have any questions regarding the voting procedures, your ballot, or the ballot instructions, or if your ballot is damaged or lost, contact Barbara Holmes or Tracy Lujan, counsel for the debtor.

The Approval Order fixes _____, 2013, at ___:00 a.m. Central Time, in Courtroom Two, United States Bankruptcy Court for the Middle District of Tennessee, Nashville Division, 207 Customs House, 701 Broadway, Nashville, Tennessee 37203, as the date, time, and place for the hearing on Confirmation of the Plan, and fixes _____, 2013, as the date by which all objections to Confirmation of the Plan must be filed with the Bankruptcy Court and received by counsel for the Debtors and certain other persons identified in the Approval Order. The Debtors will request Confirmation of the Plan at the Confirmation Hearing.

ARTICLE II. PURPOSE OF CHAPTER 11

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. The commencement of a Chapter 11 case creates an "estate" comprised of all the legal and equitable interests of the debtor. Sections 1101, 1107, and 1108 of the Bankruptcy Code provide that a debtor may remain in possession of its property and continue to operate its business as a "debtor in possession." The Debtors commenced their jointly administered Chapter 11 Cases by filing of voluntary petitions under Chapter 11 on September 28, 2012. Since the filing of the Chapter 11 Cases, Debtors have been authorized to operate and manage their businesses as debtors in possession.

Formulation of a plan of reorganization is the principal purpose of a Chapter 11 case. The plan is the vehicle for satisfying the holders of claims against and equity interests in a debtor. *See* "Discussion of the Plan."

Under the Bankruptcy Code, when soliciting acceptance or rejection of a plan of reorganization, a debtor must transmit to the holders of claims a disclosure statement approved by the court as containing "adequate information." On _____, 2013, the Bankruptcy Court found that this Disclosure Statement contains information that is in compliance with the adequate information requirement of the Bankruptcy Code. The Disclosure Statement describes

various transactions contemplated under the Plan and is supplied to you for purposes of assisting in your evaluation of, and your decision of how to vote on, the Plan.

ARTICLE III. DESCRIPTION OF DEBTORS' BUSINESSES

Debtor Moore Freight Service, Inc. (“**Moore Freight**”) is a Tennessee corporation, with multiple facilities throughout Tennessee and the United States, and operations domestically and in Canada and Mexico. Moore Freight is a comprehensive freight service company specializing in flat glass transportation. Founded in 2001, Moore Freight is the largest commercial flat glass transportation and logistics firm in the United States.

Debtor G.R.E.A.T. Logistics, Inc. (“**GLI**”) is also a Tennessee corporation. For a period of time, GLI provided freight brokerage and other logistics services in connection with Moore Freight’s business. GLI is a co-debtor with Moore Freight on debts related to certain equipment used in Moore Freight’s operations, some of which is also titled in the name of GLI. GLI does not have any ongoing operations.

Moore Freight is one of a very limited number of national flat glass haulers in the United States. Moore Freight believes that the demise of even one flat glass transportation company within the small industry group would create upheaval in the glass transportation industry, and the resulting impact would be immediate and wide-spread, affecting a number of industries and jobs. A significant percentage of the business of Moore Freight’s two largest customers is exportation of flat glass, including to Canada and Mexico, where flat glass manufacturing is very limited. Moore Freight believes that, because of the volume of business, including international transportation, and the specialized equipment required, the flat glass transportation services provided by Moore Freight to its current customers, particularly its two largest customers, could not be immediately absorbed by any other flat glass hauler. The potential disruption in glass delivery if Moore Freight cannot successfully reorganize and continue operations would have a resulting detrimental impact on residential construction (and therefore the housing industry), commercial construction, and automobile manufacturing (and therefore the automotive industry).

As of the Petition Date, Debtors owned or leased assets with a scheduled value exceeding \$30 million, which, on the Petition Date, included more than 250 tractors and more than 400 trailers. Debtors are dealing with more than 35 secured creditors and/or equipment lessors in this Chapter 11 case. Much of the equipment owned and operated by Debtors is specially fitted for plate glass transportation and therefore unique to the glass transportation industry. Currently, Moore Freight operates in the United States, Canada, and Mexico. Further, as of the Petition Date, Moore Freight was a party to independent contractor operating agreements with approximately 35 drivers. Moore Freight also operates a number of satellite offices or shops in various locations throughout the United States.

ARTICLE IV. FACTORS PRECIPITATING THE CHAPTER 11 CASE

As a specialized glass transportation carrier, Moore Freight’s business is connected, in part, to the housing market, and when the housing market crashed in 2008 and 2009, Moore Freight’s operations were impacted. Later in 2009 and continuing into 2011, Moore Freight, and other U.S. trucking companies were affected by abnormally high diesel fuel prices. For instance, in 2009,

Moore Freight's fuel bill was more than \$4 million or 15% of their gross revenue, in 2010 Moore Freight's fuel cost jumped to more than \$6 million or 20% of gross revenue, and in 2011 fuel costs skyrocketed to 31% of gross revenue or about \$17.5 million. In 2009 and 2010, more than, 6,000 trucking companies and owner-operators went out of business as a direct result of fuel costs.

In 2010, Moore Freight was approached by a large glass manufacturer to consider replacing their current transportation glass carrier. Moore Freight entered into a 5-year contract commencing on March 1, 2011, which, at the time, was a strategic move that would keep Moore Freight's fleet busy during the economic down-turn. To handle such a contract, Moore Freight was required to invest more than \$12 million in additional equipment. Moore Freight was also required to be ready to take over the customer's business on March 1, 2011, without any interruption in service to the customer. This meant that Moore Freight had to have all the equipment in place prior to March 1, 2011, or face possible major contractual penalties, even potentially the loss of the contract. Due to the lead time required by the manufacturers to build the equipment, Moore Freight had to order and have the equipment in place, and make payments on \$12 million of equipment, for four months without producing any revenue by these units.

About this same time, Moore Freight had to secure financing for the new trucks and trailers to service the new customer. Moore Freight negotiated financing with one of the larger banks in the southeast for 125 new Manac Trailers, but after the first 25 were paid for, the bank decided to not fund the remaining 100 trailers. This forced Moore Freight to have to find other funding sources, which it was unable to immediately do, and therefore had to use operating capital. Eventually, Moore Freight obtained additional financing, but at higher interest rates with significant deposit requirements. In connection with the financing, Moore Freight also had to grant security interests in substantially all of its previously unencumbered assets.

Shortly after commencing services under the new contract in 2011, Moore Freight experienced issues with some of the newly purchased trucks. While the manufacturer took responsibility for the repairs, Moore Freight experienced loss of revenue through missed loads, down time, driver pay and hotel reimbursements. Additionally, although not fully realized until later, because of the poor performance with the new equipment, Moore Freight's reputation was damaged, which caused Moore Freight to lose business with its two largest customers to competitors. Moore Freight believes it has overcome these issues with its two top customers.

In August of 2010, Moore Freight discovered an embezzlement scheme within the company. The manager of the Moore Freight IT department started his own freight transportation company while employed at Moore Freight, using Moore Freight's assets, trucks, trailers, customers, drivers, fuel, and loads for his personal gain. While the exact damage to Moore Freight has yet to be determined, it is estimated to be in the hundreds of thousands of dollars. Moore Freight filed a lawsuit against this individual, seeking to recover its losses; however, the individual filed bankruptcy and does not appear to have any assets.

Between the last quarter of 2010 and the last quarter of 2011, when Moore Freight was dealing with the financial issues from the new customer contract, the faulty trucks, and investigating the extent of the employee embezzlement, the company got behind on payment of 941 taxes and federal excise taxes. With added penalties and interest, the total liability as of April 30, 2012, exceeded \$3.8 million.

Prior to commencing its Chapter 11 Case, Moore Freight streamlined operations, including staff reductions and returning unprofitable inventory and equipment, and implemented other cost-saving measures to improve profitability. Moore Freight also began transporting dedicated freight for a major customer in 2012, with responsibility for four lanes in the southern and eastern corridors. Dedicated freight transportation is a higher-margin freight business than brokered freight transportation. Dedicated freight transportation is also year-round business, not seasonal, and the customer pays on all miles, even weekend trips for drivers to return home.

In 2011, Moore Freight's gross revenues were approximately \$54 million, and as of the Petition Date, Moore Freight projected gross revenues in 2012 of approximately \$60 million. (Actual revenues in 2012 were \$58,550,00.) Moore Freight was in the process of turning around its business. However, due to the severe cash constraints resulting from all of the events in 2009 through 2011, Moore Freight had insufficient funds to continue routine operations, absent a chapter 11 filing.

Moore Freight commenced this bankruptcy case to preserve its assets for the benefit of all of its stakeholders with the goal of confirming a plan of reorganization providing for the continuation of its business.

ARTICLE V. PROGRESS OF THE CHAPTER 11 CASE

A. Filing of Petition

On September 28, 2012 (the "**Petition Date**"), Debtors filed voluntary petitions seeking relief under title 11 of the Bankruptcy Code.

B. First Day Administration

On the Petition Date, Debtors filed several motions, including, but not necessarily limited to, the following:

1. Joint Administration

Debtors filed a motion requesting that their cases be jointly administered under Moore Freight's bankruptcy case number, 3:12-08921. This motion was granted.

2. Maintenance of Existing Bank Accounts

Debtors filed a motion for authority to continue to use their bank accounts and business forms existing as of the Petition Date. This motion was granted on an interim basis as it related to Debtors' primary bank, BB&T. The order became final as to Debtors' business forms and cash management practices. However, the order was effective as to BB&T and Debtors' accounts with BB&T only through November 26, 2012, at which time Debtors transitioned their accounts to SunTrust Bank.

3. Utilities

Debtors filed a motion for approval of a procedure through which adequate assurance of payment of future utility bills would be provided, which motion was granted by the Bankruptcy Court and implemented by Debtors.

4. Applications to Retain Professionals

On the Petition Date, Debtors filed an application seeking to retain Harwell Howard Hyne Gabbert & Manner, P.C. (“H3GM”) as their attorneys in their bankruptcy cases. The Bankruptcy Court approved the application and Debtors’ retention of H3GM.

On October 8, 2012, Debtors filed an application to employ LTC Advisory Services, LLC as financial advisors to the Debtors. This application was approved by the Bankruptcy Court.

On November 30, 2012, Debtors filed an application to employ Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. as special counsel to the Debtors to assist with non-bankruptcy litigation and general corporate matters. This application was approved by the Bankruptcy Court.

On February 8, 2013, Debtors filed an application to employ Wadley & Patterson, P.C. as intellectual property counsel to the Debtors to assist Debtors with a patent application. This application was approved by the Bankruptcy Court.

Also on February 8, 2013, Debtors filed an application to employ Boring & Goins, P.C. as accountants for the Debtors to provide Debtors with general accounting and tax advice and prepare Debtors’ tax returns, among other services. The Bankruptcy Court approved this application *nunc pro tunc* to and effective as of September 28, 2012.

5. Approval of DIP Financing

Debtors requested interim and final approval of post-petition debtor-in-possession financing (“DIP Financing”) by Debtors’ pre-petition lender, Marquette Transportation Finance, Inc. Debtors sought permission to continue to receive financing from Marquette based on Debtors’ accounts receivable and with the accounts receivable serving as collateral. The Court approved the motion on an interim and then final basis.

6. Extension to File Statements and Schedules

Debtors filed a motion requesting additional time to file their schedules and their statement of financial affairs. The Bankruptcy Court granted the motion and allowed Debtors until October 26, 2012 to file their statements and schedules. The Debtors filed their statements and schedules timely.

7. Designation of Additional Persons

Debtors filed a motion requesting that Julie Reasonover, the VP of Finance, and Randy Moore, President, be designated as additional persons to act on behalf of Debtors, in addition to their CEO, Dan Moore. The Bankruptcy Court granted this motion.

8. Case Management Procedures

Debtors requested and the Court granted certain procedures for limiting notice of certain types of motions, so that Debtors would not need to incur the expense of serving all creditors. The Court also approved certain expedited service methods.

9. Worker Benefits Motion

Debtors requested authority to pay certain prepetition wages, reimbursements, withholding taxes, and to continue certain worker benefit plans. Specifically, Debtors sought authority to pay their employees wages earned before the Petition Date, and pay related withholding taxes. Debtors also sought authority to continue all benefit plans available to Debtors' employees, leased workers and independent contractors, and pay all related amounts that came due in the ordinary course of business. Debtors also sought permission to reimburse expenses. Debtors did not seek to pay any amounts in excess of the priority limit set by 11 U.S.C. § 507(a)(4) and (5). The Bankruptcy Court approved Debtor's motion.

C. Motions for Stay Relief and/or Adequate Protection

Debtors have in excess of 35 secured creditors and/or lessors. Most of these secured creditors filed motions seeking relief from the automatic stay provided for in Section 362 of the Bankruptcy Code or in the alternative adequate protection payments. Debtors have spent a great deal of time negotiating with secured creditors to reach agreements for adequate protection payments. These agreements are reflected in agreed orders approved by the Court, and may be found on the docket.

In response to some requests for relief from the automatic stay, either formally as filed with the Court or informally between counsel, or at Debtors' election, Debtors agreed to surrender certain secured collateral that Debtors did not believe was necessary to an effective reorganization. For example, Moore Freight consented to relief from the automatic stay for Branch Banking & Trust Company to repossess a 2011 BMW. Moore Freight also consented to relief from the automatic stay for Caterpillar Financial Services Corporation dba FCC Equipment Financing to repossess two Freightliner M2 straight trucks and one Fontaine 50-ton lowboy trailer for full and complete satisfaction of Debtors' debt, which was approximately \$125,000. Debtors also surrendered certain tractors, trailers and other vehicle equipment to Transportation Alliance Bank, Wells Fargo Equipment Finance, Inc., PACCAR Financial, and AM IV, LLC.

Several plaintiffs in various workers compensation or accident/personal injury cases that were pending as of the Petition Date or related to claims arising prior to the Petition Date requested relief from the automatic stay to proceed with their litigation or other pursuit of their claims outside Bankruptcy Court. To the extent plaintiffs were willing to limit their recovery to the extent of insurance, if any, Debtors have generally consented to relief from the automatic stay as so limited. Due to special circumstances, Debtors consented to plaintiffs Lorena Munoz and Jessica Lopez continuing their personal injury litigation pending in Texas, without limitation to insurance proceeds.

D. Sale of Assets

On March 7, 2013, Debtors filed a motion (Docket No. 614) for authority to sell approximately 86 truck, trailer, tractor and van assets free and clear of liens, claims and encumbrances, and to pay specified amounts to secured creditors but keep the remainder of the sale proceeds for the Debtors' estates and for use in operation of Debtors' businesses. In their motion, Debtors sought to sell the specified assets to PPL Group, LLC and Myron Bowling Auctioneers, Inc. ("PPL/MBA") as the "Stalking Horse" bidders for \$617,500. Debtors' motion included simple procedures for third parties to overbid PPL/MBA.

Debtors provided notice of the motion and bidding procedures to several auction companies that had previously expressed interest in Debtors' assets. One company submitted an overbid. After the time for bidding expired, PPL/MBA was the winning bidder with a winning bid of \$667,500, which included a \$10,000 credit bid. The Court approved the sale to PPL/MBA by order entered on April 18, 2013.

The sale closed and proceeds were paid by PPL/MBA on April 25, 2013. Debtors paid all secured creditors the amounts approved by the Court's order, and retained \$148,741.02 for Debtors' estates and the operation of Debtors' businesses.

E. Schedules of Assets and Liabilities and Monthly Operating Reports

Pursuant to the Bankruptcy Rules and the requirements of the United States Trustee's Office, Debtors filed on October 26, 2012, their Schedules of Assets and Liabilities and the Statement of Financial Affairs. Moore Freight's Statement of Financial Affairs and Schedules are at Docket No. 125. GLI's Statement of Financial Affairs and Schedules are at Docket No. 126. Debtors have filed Monthly Operating Reports for each month since the Petition Date. In addition to the information provided herein, the Schedules, Statements and Monthly Operating Reports may be consulted and inspected by all interested persons. Copies of these and any other filings in this Chapter 11 Case may be obtained electronically by those authorized to participate in the PACER program by accessing the Bankruptcy Court's website, <www.tnmb.uscourts.gov>, or by writing to Debtors' counsel, H3GM, Attn: Cindy B. Duck, 333 Commerce Street, Suite 1500, Nashville, Tennessee, 37201. A fee will be charged for copies.

F. Deadline for Filing Proofs of Claim

Debtors filed a motion asking the Bankruptcy Court to set a general Claims Bar Date. By Order entered January 14, 2013, the Bankruptcy Court set February 28, 2013 as the general Claims Bar Date – the deadline by which all proofs of claim for unscheduled debts or for debts scheduled as disputed, contingent, or unliquidated had to be filed with the Clerk of the Bankruptcy Court. This Order also set other deadlines related to Claims, including establishing March 27, 2013 as the Claims Bar Date for all governmental entities.

The Bankruptcy Court also ordered that all parties holding claims arising from, or as a consequence of, rejection of executory contracts or unexpired leases to file their proofs of claims on or before the later of (a) 30 days after entry of the order rejecting said contract or lease or (b) the General Claims Bar Date of February 28, 2013. For unexpired leases rejected as a matter of law

pursuant to Section 365(d)(4) of the Bankruptcy Code and those contracts or leases deemed rejected by the Plan, the deadline for filing a claim is set by the Plan to be 30 days from the Effective Date. Should Debtors amend their schedules in the future to change the amount of any claim or change a claim to disputed, contingent, or unliquidated, the Plan provides that the holder of such claim shall have 30 days from service of notice of the change to file a proof of claim.

G. Streamlining of Operations and Improving Customer Contracts

Since commencing their Chapter 11 cases, Debtors have placed considerable focus on streamlining their operations, reducing their secured debt, and eliminating excess equipment. As discussed above in Section V.C.: Motions for Stay Relief, Debtors have surrendered unnecessary tractor, trailer and vehicle equipment to secured creditors in order to reduce their secured debt and reduce their monthly debt service payments. Further, as discussed above in Section V.D.: Sale of Assets, Debtors sold 86 tractor, trailer and vehicle assets in a “stalking horse” bidding sale, reducing Debtors’ secured debt by \$509,758.98, and bringing \$148,741.02 into Moore Freight’s estate. By surrendering and selling secured collateral, Debtors have reduced the number of secured creditors with which Debtors must deal on a regular basis and in terms of negotiating a consensual plan of reorganization.

Debtors have also streamlined their operations by discontinuing less profitable traffic lanes and freight hauling operations. Debtors have extensively evaluated their operating expenses, and have made changes to reduce expenses. These changes include decreased costs of labor due to attrition and selected position eliminations. Also, since commencing their Chapter 11 cases, Debtors have negotiated improved terms in their contracts with key customers.

ARTICLE VI. DEBTORS’ ASSETS

The following is a summary description of Debtors’ principal assets. The information has been compiled from Debtors’ unaudited records as reflected in the monthly operating report for the period ending May 31, 2013 and the Debtors’ schedules.

A. Cash

As of the Petition Date, Moore Freight maintained three accounts at BB&T: an operating, payroll and checking account. Moore Freight also maintained a checking account at First State Bank, and a checking account and savings account at SunTrust Bank. As of the Petition Date, these accounts held a total of \$191,931.16, combined with petty cash. Since the Petition Date, Debtors have closed all accounts with BB&T and opened new accounts with SunTrust Bank.

As of the Petition Date, GLI had no open bank accounts or cash. No new accounts have been opened, and GLI continues to have no cash.

As of June 30, 2013, Moore Freight had cash and cash equivalents of \$1,379,549, excluding amounts needed to cover outstanding checks. Debtors anticipate having approximately \$1,684,437 in cash available as of the Effective Date. This includes the money received from Pilot, discussed in Section VI.J.2, below.

B. Vehicle Equipment

As of the Petition Date, Debtors had moving vehicle assets (e.g., tractors, trailers, trucks and vans) with a book value of approximately \$22 million. Since the Petition Date, Debtors have sold or surrendered some of these assets. Debtors have also made adjustments to their vehicle asset schedule based on the determination that some vehicles were subject to true leases and were not owned assets. As of December 31, 2012, Debtors estimated the book value of their vehicle assets to be \$17,459,000. Substantially all of these assets are subject to secured creditors' liens.

C. Furniture, Fixtures and Machinery

Debtors own office furniture, fixtures, machinery and other equipment used in the operation of Debtor Moore Freight's business, which Debtors estimated to have a book value of approximately \$528,000 as of the Petition Date. As of December 31, 2012, Debtors estimated the book value of these assets to be approximately \$580,000.

D. Receivables

Debtor GLI had no receivable assets as of the Petition Date, and it has none at present. Debtor Moore Freight used an accounts receivables factor to help finance its operations pre- and post-petition. As of the Petition Date, Debtor Moore Freight scheduled \$796,800.00 in company-owned receivables. The remainder of Moore Freight's receivables, \$6,484,100.00 were subject to Debtor's factoring agreement with Marquette Transportation Finance, Inc. As of June 30, 2013, Debtor Moore Freight had company-owned receivables of \$1,289,841, and approximately \$4,040,000 in receivables that were subject to Debtor's factoring agreement with Marquette.

E. Real Property

Debtor Moore Freight owns real property located at 2000 Eastbridge Boulevard, Mascot, Tennessee 37806. As of the Petition Date, Debtor estimated this property to be worth approximately \$2,000,000. BB&T asserts a secured claim and lien on Debtor's real property in the amount of \$1,694,800. Knox County also has a tax lien.

F. Intellectual Property Rights

Debtors have intellectual property rights in certain rolling racks used for transporting glass. Debtors are pursuing a patent of their rolling rack design. The value of Debtors' intellectual property rights is unknown.

G. Prepaid Expenses and Deposits

With regard to pre-petition prepaid expenses and deposits, Debtor Moore Freight has carried approximately \$100,000 on its balance sheet for years. These amounts will be applied to outstanding amounts owed under insurance or other contracts at the end of the contract term. These amounts are not likely to provide any value to other creditors.

Post-petition, Debtor Moore Freight has paid a \$1,500 deposit to a utility and a \$30,000 deposit to Pilot.

H. Executory Contracts and Leases

Except as otherwise noted, the following descriptions of executory contracts and unexpired leases are as of the Petition Date. A complete list may be found at Schedule G in Moore Freight's Schedules.

Debtor Moore Freight has a couple of contracts with its largest customers. These include a 5-year service contract with Pilkington North America, dated August 20, 2010 and a 3-year contract with AGC Glass Industries, which is renewable for 6 month periods.

Moore Freight leases real property in Hawkins County, Tennessee and Spring Hill, Kansas from Ametco, Inc. Moore Freight has maintenance, shop and distribution facilities at these locations. Debtor has assumed these leases, with the Bankruptcy Court's approval.

Moore Freight has month-to-month leases for real property in Maxton, North Carolina, El Paso, Texas and Muskogee, Oklahoma with different landlords. Debtor rents these properties for use as maintenance, shop and distribution facilities.

Moore Freight leased 35 2012 Peterbilt tractors from PACCAR Financial Corp. as of the Petition Date, but has since rejected this lease with the Bankruptcy Court's approval. PACCAR has asserted a substantial administrative expense claim in connection with the rejection of this lease, which Debtors dispute.

As of the Petition Date, Debtors leased approximately 28 trailers on a month-to-month basis from AM IV, LLC, but Debtors have discontinued these leases and returned the trailers to AM IV, LLC.

As of the Petition Date, Moore Freight had approximately 35 independent contractor operating agreements with drivers who drive for Moore Freight and supply their own tractors. The number of these agreements has been reduced through expiration or non-renewal.

Moore Freight has various service contracts for services such as uniform rental and digital data storage. Moore Freight also has licenses for the use of software.

Since the Petition Date, Debtors have also recognized that some of the vehicle assets that they booked as owned assets were instead subject to true leases. In addition to the above-described executory contracts and unexpired leases, Debtors lease vehicles pursuant to true leases from several lessors. Debtors have assumed leases with Nations Fund, pursuant of Bankruptcy Court order.

I. Life Insurance Policies

Moore Freight is beneficiary on a term life insurance policy on CEO Dan Moore for \$1,000,000.

J. Causes of Action

Some of Debtors' known Causes of Action are described below, without limitation:

1. Preference and fraudulent conveyance actions. Debtors reserve the right to pursue Avoidance Actions under the Plan, but currently do not believe that such actions will result in any material recovery. Substantially all payments made by Debtors during the 90 day period prior to the filing of this Chapter 11 Case that might constitute preferential transfers under Section 547 of the Bankruptcy Code were made to taxing authorities or secured creditors. A complete list may be found at Debtors' Statement of Financial Affairs, attachment responding to Question 3.b. See Docket Nos. 125 and 126.

Debtors also reserve the right to pursue any fraudulent conveyances recoverable under the Bankruptcy Code or state law, but Debtors are not presently aware of any such actions. Debtors will continue their analysis of potential preferences and fraudulent conveyances, and specifically reserve the right to pursue such actions.

2. Pilot Rebate Claim. Debtors believe they are owed significant amounts in rebates from Pilot Travel Centers, LLC. On July 22, 2013, Pilot tendered a check to Debtor in the amount of \$240,713.00, without any restrictions or conditions of release. Debtor accepted this tender, subject to determination by Debtor that, as a matter of law, such acceptance does not adversely impact or impair Debtor's claims against Pilot. Debtors have preliminarily included this amount in cash available on the Effective Date. If Debtors determine that return of the tendered amount is necessary to preserve claims against Pilot, the cash available on the Effective Date will be reduced by a corresponding amount. Debtors have not released Pilot, and Debtors continue to investigate the extent of their claim against Pilot. At Debtors' request, the Bankruptcy Court has ordered 2004 exams of three current and former Pilot employees and production of information regarding rebates wrongfully reduced or withheld.

3. Claim against Charles L. Strader, Jr. Moore Freight has a pending lawsuit against its former employee, Charles L. Strader, Jr., and companies owned and operated by Strader. This litigation is stayed by Strader's own bankruptcy case, filed in the Eastern District of Tennessee. Moore Freight has filed a claim in Strader's bankruptcy case. At this time, it appears unlikely that the Strader estate has any assets with which to pay Moore Freight's claim, if allowed. Moore Freight will continue to monitor the Strader case and pursue its claim to the extent it appears beneficial to do so.

4. Claim against The Development Corporation of Knox County. Debtors intend to pursue a cause of action against The Development Corporation of Knox County (Tennessee)(the "Development Corporation") for breach of contract and damages arising from action taken by the Development Corporation in remitting a sight draft for a \$50,000 letter of credit in connection with a Development Agreement entered into by Debtor (Moore Freight) and the Development Corporation on or about December 10, 2009. Debtor contends, among other things, that the Development Corporation was not entitled to draw the letter of credit because Debtor fully complied with the requirements of the Development Agreement, and that as a result of the actions of the Development Corporation, Debtor has suffered damages of at least \$50,000. Subject to Bankruptcy Court approval, Debtor anticipates resolving this claim in connection with a proposed sale of a portion of Debtor's real property in Mascot, Tennessee back to the The Development Corporation of Knox County.

5. Claim against Peterbilt/PACCAR. Debtors may also pursue an action against Peterbilt dba The Pete Store and/or PACCAR Financial Services for damages incurred by Debtors as a result of excessive failures of purchased and/or leased Peterbilt tractors, which caused the vehicles to be out-of-service. As a result of these excessive failures, which was acknowledged by Peterbilt dba The Pete Store in June of 2011, Moore Freight lost direct customer business and also suffered reputational damages. The full monetary extent of the damages suffered by Moore Freight as a result of the acknowledged vehicle failures is still under investigation, at the conclusion of which Moore Freight will make a determination of whether to pursue an action against Peterbilt dba The Pete Store and/or PACCAR Financial Services.

6. Other actions. Debtors expressly reserve the right to pursue any other Cause of Action arising under the Bankruptcy Code or state law.

K. Reservation of Causes of Action/Authority to Pursue, Settle or Abandon

The Plan retains and reserves all Causes of Action, including Avoidance Actions, for pursuit, settlement or abandonment by Debtors after Confirmation, within their sole discretion. Some of the known Causes of Action are described in the preceding section, without limitation.

As noted above, the Plan retains and reserves for pursuit by Debtors all Avoidance Actions arising under Chapter 5 of the Bankruptcy Code. Known Avoidance Actions include preference claims pursuant to Section 547. The terms of the Plan give Debtors the widest possible latitude in deciding whether or not to pursue any possible Cause of Action, including without limitation any preference or other Avoidance Action.

All creditors identified in the attachments responding to Questions 3.b. in Debtors' Statements of Financial Affairs, filed on October 26, 2012, Docket Nos. 125 and 126, which attachments list all entities receiving payments from Debtors in the 90 days preceding the Petition Date, may be the defendant of an Avoidance Action or other Cause of Action if the total payments made to them during the 90 days preceding the Petition Date exceeds \$5,475. The potential claims identified in the referenced attachments to Debtors' Statement of Financial Affairs are in no way intended to be an exhaustive list, and Debtors may add to or amend the identified claims after the Confirmation Date. All recipients of payments during the ninety days prior to the Petition Date, as such recipients may be identified on Debtors' Statement of Financial Affairs in attachments responsive to question 3.b, but without limitation to those identified, are advised that they are expected to be subject to a future adversary proceeding for avoidance and recovery of preference payments pursuant to Sections 547 and 550 of the Bankruptcy Code. Each creditor and party in interest is advised to review closely the Plan, Debtors' filed Schedules and Statement of Financial Affairs (Docket No. No. 125 and 126), and the creditor's own records regarding prior dealings with Debtors, to determine whether any Cause of Action or Avoidance Action may be pursued against it.

The Plan reserves and retains any and all other Causes of Action regardless of whether they are specifically identified referred to herein. Nothing contained in this Disclosure Statement or in the Plan shall have any preclusive effect against Debtors (whether by waiver, admission, estoppel or otherwise) in any cause of action or proceeding that may exist or occur in the future.

ARTICLE VII. LIABILITIES OF DEBTORS

A. Administrative Expenses

Administrative Claims are any claim that is defined in Section 503(b) of the Bankruptcy Code as being an “administrative expense” and granted priority under Section 507(a)(2) of the Bankruptcy Code, including:

- a Claim for any cost or expense of administration in connection with the Case, including, without limitation, any actual, necessary cost or expense of preserving Debtors’ estates and of operating the business of Debtors incurred on or before the Effective Date;
- the full amount of all Allowed Claims for compensation for legal, accounting and other services or reimbursement of costs under Sections 330, 331 or 503 of the Bankruptcy Code;
- all fees and charges assessed against the Debtors’ estates under Chapter 123 of Title 28 of the United States Code; and
- any allowed post-petition taxes and related items, including any interest and penalties on such post-petition taxes.

1. Ordinary Course Expenses

All amounts incurred by Debtors for services provided and goods purchased in the ordinary course of their business are entitled to administrative expense priority. Debtors pay these amounts on a regular basis in the ordinary course of their business. Debtors will continue to pay ordinary course business expense claims after the Effective Date, unless disputed by Debtors.

2. PACCAR Financial Corp. Claim

PACCAR Financial Corp. has filed a motion for allowance and payment of an administrative expense claim of \$304,443 related to Debtor’s rejection of its agreement with PACCAR to lease certain tractors. Debtor disputes the amount of PACCAR’s claim and the asserted entitlement to administrative expense priority. Debtor asserts that to the extent PACCAR’s claim is allowed, it will be in a significantly lower amount and as an unsecured claim.

3. Professionals

Pursuant to Bankruptcy Court order, Debtors retained the law firm of Harwell Howard Hyne Gabbert & Manner, P.C. (“H3GM”) as their bankruptcy counsel. H3GM holds a retainer of \$102,005.65, which it will hold until payment of its final bill. H3GM has filed two applications for approval and payment of fees and reimbursement of expenses. By order entered on February 22, 2013, the Court approved payment of fees of \$231,890 and reimbursement of expenses of \$4,690.65 for services performed during the period of September 28, 2012 through December 31, 2012. Contemporaneously with this Disclosure Statement, H3GM is filing an application for approval of

fees of \$282,013.50 and reimbursement of expenses of \$5,732.40 for services performed during the period of January 1, 2013 – June 30, 2013. H3GM estimates that its fees and expenses for additional work between July 1 and the Effective Date will be another \$100,000 if a consensual Plan is negotiated and an agreement is reached with PACCAR regarding its administrative expense claim, but could exceed \$150,000, including expert witness fees, if many creditors object to the Plan and Debtor has to litigate with PACCAR.

Pursuant to a Bankruptcy Court order, Debtors retained the firm of LTC Advisory Services, LLC (“LTC”) as financial advisors. Pursuant to Bankruptcy Court order, Debtor may pay LTC on a monthly basis, subject to subsequent approval of the Bankruptcy Court no more than every 60 days. LTC has filed three applications for approval and payment of fees and reimbursement of expenses, each of which was approved by the Bankruptcy Court. For the period of October 8, 2012 to November 30, 2012, LTC was approved fees of \$28,250.00 and expenses of \$359.99. For the period of December 1, 2012 to February 28, 2013, LTC was approved fees of \$49,812.50 and expenses of \$636.43. For the period of March 1, 2013 to April 30, 2013, LTC was approved fees of \$32,625.00 and expenses of \$200.00. In total, LTC has been approved and paid fees and reimbursement of expenses totaling \$111,883.92. In addition, Debtors have paid LTC \$15,187.50 in fees and \$100.00 in expenses for May 2013, and \$12,437.50 in fees and \$100.00 in expenses for June 2013. These fees for May and June have not yet been approved by the Court. LTC estimates that its fees and expenses for additional work between July 1, 2013 and the Effective Date will be another \$10-12,000 if a consensual Plan is negotiated, but could exceed \$20,000 if the Plan is contested.

Pursuant to Bankruptcy Court order, Debtors retained Boring & Goins, P.C. as their accountants *nunc pro tunc* to the Petition Date. Boring & Goins, P.C. have not yet applied to the Bankruptcy Court for allowance and payment of any fees or expenses. As of June 30, 2013, Boring & Goins has incurred, but not yet billed, fees and expenses in the amount of \$9,100. Boring & Goins estimates that its fees between July 1, 2013 and the Effective Date may approximate \$9,000.

Pursuant to Bankruptcy Court order, Debtors retained Wadley & Patterson, P.C. as intellectual property counsel. As of June 30, 2013, Wadley & Patterson, P.C. has incurred fees and expenses in the amount of \$10,693. These amounts have not yet been approved by the Bankruptcy Court. Debtors do not anticipate Wadley & Patterson to incur substantial additional fees prior to the Effective Date.

Pursuant to Bankruptcy Court order, Debtors retained Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. as special counsel. Baker Donelson has not filed any application for approval of its fees. Baker Donelson has not incurred significant fees and expenses.

4. Fees Due to the Office of the United States Trustee

All fees due under 28 U.S.C. § 1930 are entitled to administrative expense priority and have been paid in full when due. The Plan provides that quarterly fees will continue to be paid in full when due.

5. Administrative Tax Claims

Excluding *ad valorem* taxes which are discussed below in the Secured Claims section of this Disclosure Statement, Debtors do not believe they will owe any sums qualifying as Unsecured Administrative Claims for Taxes, but have included a provision for such claims in the event any do exist. The Tennessee Department of Revenue asserts administrative tax claims that Debtors dispute are entitled to administrative priority.

B. Secured Claims

1. Claims Secured by Real Property

Debtor Moore Freight owns the real property at which its corporate office is located at 2000 Eastbridge Boulevard, Mascot, TN 37086. Branch Banking & Trust Company (“BB&T”) asserts a lien on this property. As of the Petition Date, Debtors estimated the value of the property to be \$2,000,000. Under present market conditions, the value is probably less. BB&T asserts a secured claim against this property in the amount of \$1,694,800. A portion of this debt is cross-collateralized against Debtor’s IT equipment.

Subject to Bankruptcy Court approval, Moore Freight intends to sell a portion of this real property back to the Knox County Development Authority for \$175,000, and apply the proceeds to Moore Freight’s debt with BB&T.

Knox County has not filed a claim, but based on tax records, Debtors are aware that Knox County asserts an *ad valorem* tax claim for real property taxes arising in 2010, 2011 and 2012 in the amount of \$38,422.65, plus penalties, interest and other charges of at least \$16,688. Knox County likely has a lien against Debtors’ real property for amounts owed.

2. Claims Secured By Personal Property

To the knowledge of Debtors, each of the following lenders asserts a security interest in the Debtors’ personal property. A general description of the collateral and the scheduled or filed Secured Claim amounts are described below. Debtors reserve all disputes as to proper perfection of liens and the amounts of claims. Debtors’ estimate of current outstanding debts to Secured Claim holders, less adequate protection payments and sale proceeds, are shown on **Exhibit A, Secured Debt Schedule**.

- (a) Ally Financial: 3 pick-up trucks. The creditor filed claims totaling \$114,758.
- (b) Ametco: 7 trailers. The creditor filed a claim in the amount of \$83,877.
- (c) Banc of America Leasing and Capital LLC: Approximately 33 trailers. The creditor filed a claim in the amount of \$1,473,838.15.
- (d) Bancorp South Equipment Finance: Approximately 5 trailers. The creditor filed a claim in the amount of \$176,514.

(e) BB&T (Branch Banking and Trust Company): Assorted trucks and trailers, automobile and computer server. The creditor filed a claim in the amount of \$1,582,383.

(f) Capital One Equipment Leasing and Finance: 7 trailers. The creditor filed claims totaling \$116,740.60.

(g) Colonial Pacific Leasing Corporation: 4 tractors. The creditor filed a claim in the amount of \$348,011.32.

(h) Ervin Leasing Company: IT equipment. The creditor filed a claim in the amount of \$42,858.57.

(i) FCC Equipment Financing (Caterpillar Financial Services Corporation): 2 Freightliner straight trucks and a Fontaine lowboy trailer. The creditor filed a claim in the amount of \$124,018.97. Pursuant to Agreed Order entered by the Bankruptcy Court on March 13, 2013, Debtors surrendered this collateral to FCC in full satisfaction of Debtors' debt to FCC.

(j) First State Bank: 4 tractors. The creditor filed a claim in the amount of \$26,086.56. By agreement with the creditor, some of its collateral was sold and the creditor's claim has been satisfied in full.

(k) Ford Motor Credit: F150 Truck. The creditor filed a claim in the amount of \$3,181.81. This claim should be paid off prior to confirmation with monthly adequate protection payments.

(l) General Electric Capital Corp.: 78 tractors. The creditor filed claims totaling \$5,680,530.

(m) Hitachi Capital America Corporation/HCA Equipment Finance: Approximately 18 trailers. The creditor filed a claim in the amount of \$67,552.97.

(n) Marquette Transportation Finance, Inc.: Accounts receivable. The creditor filed a claim in the amount of \$6,047,664.97.

(o) Mercedes Benz Financial Services USA, LLC: Approximately 12 tractors. The creditor filed a claim in the amount of \$858,370.

(p) Navistar Financial Corporation: Approximately 7 tractors. The creditor filed a claim in the amount of \$221,120.43.

(q) PACCAR Financial Corp.: Approximately 75 tractors and trailers. The creditor filed a claim in the amount of \$6,523,339.21.

(r) PNC Equipment Finance: Approximately 27 trailers. The creditor filed a claim in the amount of \$218,832.16.

(s) SG Equipment Finance USA Corp.: Approximately 20 trailers. The creditor filed a claim in the amount of \$593,799.05.

(t) Stearns Bank N.A.: 3 trailers and 1 tractor. The creditor filed a claim in the amount of \$54,224.99.

(u) Susquehanna Commercial Finance Inc.: 7 trailers. The creditor filed a claim in the amount of \$289,113.52.

(v) Toyota Motor Credit Corp.: 3 trailers. The creditor filed claims totaling \$25,281.60.

(w) Transportation Alliance Bank (“TAB”): 20 tractors. Claim of \$1,660,166.42. Pursuant to Agreed Order entered on March 19, 2013, Debtors surrendered the collateral to TAB in full satisfaction of Debtors’ debt.

(x) Trinity Equipment: 2 trailers. The creditor filed a claim in the amount of \$28,385.72.

(y) United Capital Business Lending: 2 trailers. The creditor filed a claim in the amount of \$62,025.36. This claim has been paid in full from the proceeds from the sale of collateral pursuant to Bankruptcy Court order.

(z) US Bank N.A. dba US Bank Equipment Finance: 9 trailers. The creditor filed a claim in the amount of \$364,171.54.

(aa) Vehifax: Y3 tractor. Debtors’ estimate of claim in Schedules - \$16,709.74.

(bb) Volvo Financial Services: Approximately 43 tractors. The creditor filed claims totaling \$2,579,193.34.

(cc) Wallwork Financial Corp.: Approximately 25 Wabash dry vans, 20 other trailers and 2 yard spotter trucks. Debtors’ estimate of claim in Schedules - \$902,166.06.

(dd) Webster Capital Finance: Approximately 12 trailers and 1 tractor. The creditor filed a claim in the amount of \$658,435.81.

(ee) Wells Fargo Equipment Finance, Inc.: Approximately 14 tractors and 8 trailers. The creditor filed claims totaling \$1,277,534.65.

(ff) Western Equipment Finance, Inc.: 2 trailers. The creditor filed claims totaling \$61,952.57.

C. Priority Claims

The general Claims Bar Date was February 28, 2013 and the governmental bar date was March 27, 2013. Debtors have conducted a preliminary review of filed Priority Claims. Debtors estimate Allowed Priority Claims will be approximately \$850,000.

Debtor Moore Freight scheduled a total of \$4,622,763.62 in priority claims, all of which are tax claims. Filed Priority Claims in the Moore Freight case total \$1,339,068, not including the substantial majority of the Internal Revenue Service (“IRS”) claim, which the Debtor scheduled as priority and the IRS filed as secured. The IRS asserts a tax claim in the amount of \$4,012,870. The

IRS claim primarily relates to employee wage withholdings and employer payroll taxes, also known as 940 and 941 taxes, and franchise and excise taxes.

Filed Priority Claims in the GLI case total \$27,054.70, most of which is asserted by the Tennessee Department of Revenue. Debtor disputes the Department's claim.

D. Unsecured Claims

The general Claims Bar Date was February 28, 2013. Debtor Moore Freight scheduled Unsecured Claims totaling \$1,188,187.13. Debtor GLI scheduled a total of \$140,143.74 in Unsecured Claims, many of which were duplicative of those scheduled as owed by Moore Freight. As of July 12, 2013, Unsecured Claims filed in the Moore Freight case total \$21,425,078. Unsecured Claims filed in the GLI case total \$2,340,482. The claims filed against GLI are very likely to be duplicative of those filed against Moore Freight.

Debtors are in the process of reviewing claims for objection purposes. Based on their initial review, Debtors estimate the total amount of Allowed Unsecured Claims will be substantially less than those filed. Debtors estimate the total Allowed Unsecured Claims will be approximately \$1.3 million, which includes estimated allowed amounts for disputed claims of \$300,000.

The above estimate takes into consideration that approximately \$1,842,481 of the filed Unsecured Claims have been waived or released by personal injury claimants that elected to pursue their claims solely against Debtor's insurance. Also, \$16,500,000 in filed Unsecured Claims are claims filed by the Munoz and Lopez plaintiffs in Texas state court litigation, in which litigation the plaintiffs assert personal injury and wrongful death claims. Debtors assert that the two decedents were neither Debtors' employees, nor working as Debtors' agents at the time of their deaths, and that Debtors have no liability. Debtors are vigorously defending the litigation.

ARTICLE VIII. FINANCIAL INFORMATION AND FUTURE OPERATIONS

The financial information described below was compiled by Debtors. This financial information has not been subjected to an audit. The financial projections are forward-looking projections and are based upon numerous assumptions, including business, economic, and other market conditions. Many of these assumptions are beyond Debtors' control and are inherently subject to substantial uncertainty. Such assumptions involve significant elements of subjective judgment that may or may not prove to be accurate, and consequently, no assurances can be made regarding the analyses or conclusions derived from analyses based upon such assumptions.

A. Historical and Postpetition Financial Information and Results of Operations

Debtors' historical financial results were reviewed but not audited. Historically, Debtor Moore Freight had the following annual gross income: 2010 - \$35,172,470; 2011 - \$56,602,381; and 2012 - \$58,550,000. As of May 31, 2013, Moore Freight had gross revenue of \$18,030,057 for 2013 year to date.

Historically, Debtor GLI had the following annual gross income: 2010 - \$10,009,775; 2011 - \$361,724; and 2012 - \$0.00.

Debtors' monthly operating reports reflect the results of Moore Freight's operations since the Petition Date and are available for review. Debtor GLI has had no business operations since the Petition Date. Debtors' current business operations are described below.

B. Debtors' Future Operations

Attached as **Exhibit B** to this Disclosure Statement are certain financial projections of future performance of the Reorganized Debtor. (The Plan provides for the merger of Debtor GLI into Moore Freight.) Debtor Moore Freight believes that this Exhibit reflects a fair and reasonable representation of its anticipated future operations, but there can be no guarantee that the projections will prove accurate. Exhibit B reflects that Debtors anticipate that substantially all of their cash flow will be required to make the payments due under the Plan.

As is evidenced by Exhibit B, Debtors' expected excess cash flow after the Effective Date is expected to be derived from the operation of Debtor Moore Freight's glass hauling business. Debtors base their projections on historical trends and current business models, and Debtor's officers' best estimate of anticipated future business, accounting for seasonal fluctuations.

C. Uses of Cash

Attached as **Exhibit C** to this Disclosure Statement is a chart reflecting Debtors' anticipated sources and uses of cash under the Plan on the Effective Date reflecting that Debtors will have sufficient cash available to make all payments due on that date as well as an adequate working capital cushion.

D. Officers & Directors

Debtors do not anticipate any change in their officers and directors after Confirmation. Dan Moore is the CEO and Director. Judith Moore is Secretary/Treasurer. Randall Moore is President.

E. Employment of Insiders

Post-Confirmation, Debtors intend to continue to employ the following "insiders" under 11 U.S.C. § 101(31), all of whom were employed by Debtors as of the Petition Date and have continued to be employed throughout this Chapter 11 Case. Annual post-confirmation salaries to "insiders" are shown below. These amounts include a reduction in salaries to Dan Moore and Judith Moore. In addition to these amounts, Moore Freight pays \$750/month for a car for Randy Moore, and a \$17,000 annual car allowance to Dan Moore.

<u>Name, Title</u>	<u>Annual, Post-Confirmation Salary</u>
Dan R. Moore, CEO, Director	\$202,500

Randall Moore, President	\$170,000
Judith Moore, Secretary/Treasurer	\$100,000
Tiffani M. Swalley, Marketing Dir. & Website Manager	\$45,448
John D. Moore, Driver Recruiter	\$63,001

ARTICLE IX. DISCUSSION OF THE PLAN

FOR CONVENIENCE OF ALL PARTIES, MATERIAL TERMS OF THE PLAN ARE SUMMARIZED IN THIS DISCLOSURE STATEMENT. ALTHOUGH DEBTORS BELIEVE THAT THIS DISCLOSURE STATEMENT ACCURATELY DESCRIBES THE MATERIAL PROVISIONS OF THE PLAN, ALL SUMMARIES OF THE PLAN CONTAINED IN THIS DISCLOSURE STATEMENT ARE QUALIFIED BY THE PLAN, THE EXHIBITS THERETO, AND THE DOCUMENTS DESCRIBED THEREIN, WHICH CONTROL IN THE EVENT OF ANY INCONSISTENCY OR INCOMPLETENESS. ACCORDINGLY, DEBTORS STRONGLY URGE EACH RECIPIENT ENTITLED TO VOTE ON THE PLAN TO REVIEW CAREFULLY THE CONTENTS OF THIS DISCLOSURE STATEMENT, THE PLAN, AND THE OTHER DOCUMENTS THAT ACCOMPANY OR ARE REFERENCED IN THIS DISCLOSURE STATEMENT OR THE PLAN IN THEIR ENTIRETY BEFORE MAKING A DECISION TO ACCEPT OR REJECT THE PLAN.

A. Summary of the Plan

The Plan is a comprehensive proposal by Debtors that provides for the continuation of Debtors' business, payment in full of Allowed Secured Claims, and a fair distribution to unsecured creditors, which distribution far exceeds the amount unsecured creditors would receive in the event of a Chapter 7 liquidation. (Debtors do not believe there would be any distribution to unsecured creditors in a Chapter 7 liquidation.)

B. Classification and Estimation of Claims

1. Unclassified Claims

Under the Bankruptcy Code, the payment of certain types of Claims is accomplished without the requirement of classification of those Claims into Classes. Administrative Claims and Priority Tax Claims are not classified under Section 1123(a)(1) of the Bankruptcy Code for purposes of voting or receiving distributions under the Plan. The procedures for payment of Administrative Claims and Priority Tax Claims, as well as professional fees and fees to the Office of the U.S. Trustee, are discussed later in this Disclosure Statement and are detailed in the Plan.

2. Classified Claims

Section 1122 of the Bankruptcy Code states in part that “a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class.” The Plan classifies Claims into thirty-eight (38) separate Classes pursuant to Sections 1122 and 1123 of the Bankruptcy Code. The classification and treatment of Claims pursuant to the Plan is detailed below:

- (a) **Class 1 - Priority Claims Other Than Priority Tax Claims.** Class 1 consists of all Allowed Priority Claims against any of the Debtors, excluding any such Claims that were paid prior to the Effective Date. This Class of claims is impaired under the Plan. However, Debtors are not aware of any claims within this Class.
- (b) **Class 2 - Secured Claim of Ally Financial.** This Class consists of the Secured Claim of Ally Financial. This class of claims is impaired under the Plan.
- (c) **Class 3 - Secured Claim of Ametco.** This Class consists of the Secured Claim of Ametco. This class of claims is unimpaired under the Plan.
- (d) **Class 4 - Secured Claim of Banc of America Leasing and Capital LLC.** This Class consists of the Secured Claim of Banc of America Leasing and Capital LLC ("Banc of America"). This class of claims is impaired under the Plan.
- (e) **Class 5 - Secured Claim of Bancorp South Equipment Finance.** This Class consists of the Secured Claim of Bancorp South. This class of claims is impaired under the Plan.
- (f) **Class 6 - Secured Claim of Branch Banking and Trust Company.** This Class consists of the Secured Claim of Branch Banking and Trust Company ("BB&T"). This class of claims is impaired under the Plan.
- (g) **Class 7 - Secured Claim of Capital One Equipment Leasing and Finance.** This Class consists of the Secured Claims of Capital One Equipment Leasing and Finance ("Capital One"). This class of claims is impaired under the Plan.
- (h) **Class 8 - Secured Claim of Colonial Pacific Leasing Corporation.** This Class consists of the Secured Claim of Colonial Pacific Leasing Corporation ("Colonial Pacific"). This class of claims is impaired under the Plan.
- (i) **Class 9 - Secured Claim of Ervin Leasing.** This Class consists of the Secured Claim of Ervin Leasing. This class of claims is impaired under the Plan.

- (j) **Class 10 - Secured Claim of FCC Equipment Financing.** This Class consists of the Secured Claim of FCC Equipment Financing. This class of claims is unimpaired under the Plan.
- (k) **Class 11 - Secured Claim of First State Bank.** This Class consists of the Secured Claim of First State Bank. This class of claims is unimpaired under the Plan.
- (l) **Class 12 - Secured Claim of Ford Motor Credit.** This Class consists of the Secured Claim of Ford Motor Credit. This class of claims is unimpaired under the Plan.
- (m) **Class 13 - General Electric Capital Corporation.** This Class consists of the Secured Claim of General Electric Capital Corporation ("GECC"). This class of claims is impaired under the Plan.
- (n) **Class 14 - Secured Claims of Hitachi Capital.** This Class consists of the Secured Claims of HCA Equipment. This class of claims is impaired under the Plan.
- (o) **Class 15 - Secured Claims of Marquette Transportation Finance, Inc.** This Class consists of the Secured Claims of Marquette Transportation Finance, Inc. ("Marquette"), including the claim arising out of post-petition financing. This class of claims is unimpaired under the Plan.
- (p) **Class 16 - Secured Claims of Mercedes-Benz Financial Services USA LLC.** This Class consists of the Secured Claims of Mercedes-Benz Financial Services USA LLC ("Mercedes-Benz"). This class of claims is impaired under the Plan.
- (q) **Class 17 - Secured Claims of Navistar Financial Corporation.** This Class consists of the Secured Claims of Navistar Financial Corporation ("Navistar"). This class of claims is impaired under the Plan.
- (r) **Class 18 - Secured Claims of PACCAR Financial Corp.** This Class consists of the Secured Claims of PACCAR Financial Corp. ("PACCAR"). This class of claims is impaired under the Plan.
- (s) **Class 19 - Secured Claim of PNC Equipment Finance LLC.** This Class consists of the Secured Claim of PNC Equipment Finance LLC fka National City Commercial Capital Co. ("PNC"). This class of claims is impaired under the Plan.
- (t) **Class 20 - Secured Claim of SG Equipment Finance USA Corp.** This Class consists of the Secured Claim of SG Equipment Finance USA Corp. ("SGEF"). This class of claims is impaired under the Plan.

- (u) **Class 21 - Secured Claim of Stearns Bank N.A.** This Class consists of the Secured Claim of Stearns Bank N.A.. This class of claims is impaired under the Plan.
- (v) **Class 22 - Secured Claim of Susquehanna Commercial Finance, Inc.** This Class consists of the Secured Claim of Susquehanna Commercial Finance Inc. ("Susquehanna"). This class of claims is impaired under the Plan.
- (w) **Class 23 - Secured Claim of Toyota Motor Credit Corp.** This Class consists of the Secured Claim of Toyota Motor Credit Corp. ("Toyota"). This class of claims is impaired under the Plan.
- (x) **Class 24 - Transportation Alliance Bank.** This Class consists of the Secured Claim of Transportation Alliance Bank ("TAB"). This class of claims is unimpaired under the Plan.
- (y) **Class 25 - Trinity Equipment.** This Class consists of the Secured Claim of Trinity Equipment. This class of claims is impaired under the Plan.
- (z) **Class 26 - Secured Claim of United Capital Business Lending.** This Class consists of the Secured Claim of United Capital Business Lending ("United Capital"). This class of claims is impaired under the Plan.
- (aa) **Class 27 - US Bank NA dba US Bank Equipment Finance.** This Class consists of the Secured Claim of US Bank NA dba US Bank Equipment Finance ("US Bank"). This class of claims is impaired under the Plan.
- (bb) **Class 28 - Secured Claim of Vehifax.** This Class consists of the Secured Claim of Vehifax. This class of claims is impaired under the Plan.
- (cc) **Class 29 - Secured Claim of Volvo Financial Services.** This Class consists of the Secured Claim of Volvo Financial Services ("Volvo"). This class of claims is impaired under the Plan.
- (dd) **Class 30 - Secured Claim of Wallwork Financial Corp.** This Class consists of the Secured Claim of Wallwork Financial Corp ("Wallwork"). This class of claims is impaired under the Plan. Wallwork also is a party to a lease with Debtor, which, if not already assumed or rejected as of the Effective Date, will be dealt with pursuant to the provisions of Article VII of the Plan.
- (ee) **Class 31 - Secured Claim of Webster Capital Finance, Inc.** This Class consists of the Secured Claims of Webster Capital Finance f/k/a Center Capital Corporation ("Webster Capital"). This class of claims is impaired under the Plan.

- (ff) **Class 32 - Secured Claim of Wells Fargo.** This Class consists of the Secured Claims of Wells Fargo. This class of claims is impaired under the Plan.
- (gg) **Class 33 - Secured Claim of Western Equipment Finance, Inc.** This Class consists of the Secured Claim of Western Equipment Finance, Inc. ("Western Finance"). This class of claims is impaired under the Plan.
- (hh) **Class 34 - Unsecured Claims under \$2,500.** This Class consists of all Allowed Unsecured Claims under \$2,500 against either or both Debtors or the Allowed Claim of any other Unsecured Claim holder electing treatment as a Class 34 Claimant by waiving that portion of their Claim in excess of \$2,500. This class of claims is impaired under the Plan.
- (ii) **Class 35 - General Unsecured Claims.** This Class consists of all Allowed Unsecured Claims against either or both of the Debtors, other than those in Classes 34 and 36. This class of claims is impaired under the Plan.
- (jj) **Class 36 – Penalty Claims.** This Class consists of all Allowed Penalty Claims, but shall not include any Class 37 Claims (or any damages comprising any part of a Class 37 Claim). This class of claims is impaired under the Plan.
- (kk) **Class 37 - Prepetition Personal Injury Claims.** This Class consists of all Allowed Prepetition Personal Injury Claims against either or both of Debtors, including Eastbridge Trailer Sales, which was merged into Moore Freight in August of 2011, for any: (i) personal injury, wrongful death, or other tort claim arising out of or in connection with any action, act (including failure to act), or conduct (whether intentional or negligent) of Debtors prior to the Petition Date; (ii) workers compensation claim arising prior to the Petition Date; or (iii) any lawsuit pending against either of Debtors as of the Petition Date (the "Allowed Prepetition Personal Injury Claims"). This class of claims is impaired under the Plan.
- (ll) **Class 38 - Ownership Interests in Debtors.** This Class consists of Ownership Interests in Debtors. This class is impaired under the Plan.

C. Treatment of Unclassified Claims

The procedures for payment of Administrative Claims and Priority Tax Claims, Fee Claims, and fees to the Office of the U.S. Trustee are detailed in the Plan and are summarized as follows:

1. Administrative Claims.

(a) General Allowed Administrative Claims.

Each holder of an Administrative Claim, except as otherwise set forth in sections (b), (c), and (d) of this section 2.1 of the Plan shall receive either: (i) with respect to Administrative Claims which are Allowed Claims on the Effective Date, the amount of such holder's Allowed Claim in cash on the Effective Date; (ii) with respect to Administrative Claims which become Allowed Claims after the Effective Date, the amount of such holder's Allowed Claim in one cash payment as soon as practicable after such claim becomes an Allowed Administrative Claim; or (iii) such other treatment agreed upon by the Debtors and such holder; provided, however, that any such Administrative Claim representing a liability incurred in the ordinary course of business by any of the Debtors shall be paid in accordance with the terms and conditions of the particular transaction giving rise to such liability and any agreements relating thereto. Any person or Entity that asserts an Administrative Claim that is not paid on the Effective Date shall be required to file with the Court an application for allowance and payment of such asserted Administrative Claim and to serve notice thereof on all parties entitled to such notice. Any such claims must be filed within 90 days from the Effective Date. The failure to file timely the application as required under this section 2.1(a) of the Plan shall result in the Claim being forever barred and discharged. An Administrative Claim with respect to which an application has been properly Filed pursuant to this section 2.1(d) of this Plan and to which no objection has been filed or an objection has been filed but overruled by the Court, shall become an Allowed Administrative Claim to the extent such claim is allowed by Final Order.

(b) Fee Claims of Professionals.

Each professional person whose retention with respect to this Chapter 11 Case has been approved by the Bankruptcy Court or who holds, or asserts, an Administrative Claim that is a Fee Claim shall be required to file with the Bankruptcy Court a final fee application within ninety (90) days after the Effective Date and to serve notice thereof on all parties entitled to such notice pursuant to applicable Bankruptcy Rules and in accordance with any orders entered in these cases regarding the compensation of professionals. Payments of Court-approved compensation shall be made promptly after the order approving such compensation becomes a Final Order. Debtors will not have any obligation for any Fee Claim that is disallowed or not approved by the Court.

(c) Administrative Tax Claims.

Each holder of an Administrative Claim for Taxes for which either of the Debtors is responsible and any other Taxes of Debtors payable pursuant to Section 507(a)(1) of the Bankruptcy Code shall be paid the Allowed Amount of such holder's Claim in cash, in full, on the latest of: (i) the Effective Date, (ii) if Contested or unknown to Debtors, the date such Claim is Allowed by Final Order, or (iii) the date such payment is due under applicable law. Any person or Entity that asserts an Administrative Claim for Taxes that is not paid on the Effective Date shall be required to file with the Court an application for payment of such asserted Administrative Claim and to serve notice thereof on all parties entitled to such notice. Any such claims must be filed within ninety (90) days from the Effective Date. The failure to file timely the application as required under this section 2.1(c) of the Plan shall result in the Claim being forever barred and discharged. An Administrative Claim for Taxes with respect to which an application has been properly Filed pursuant to this section

2.1(d) of this Plan and to which no objection has been filed or an objection has been Filed but overruled by the Court, shall become an Allowed Administrative Claim to the extent such claim is allowed by Final Order.

(d) Payment of Fees to U.S. Trustee.

All fees payable under 28 U.S.C. § 1930 shall be paid in cash in full when due.

2. Secured and Priority Tax Claims.

(a) Secured *Ad Valorem* and Priority Tax Claims.

Except with respect to the claim of the Internal Revenue Service and unless otherwise agreed to by Debtors and any taxing authority, Debtors shall pay in full all Allowed Tax Claims (but excluding all Claims for post-petition interest and prepetition and post-petition penalties) over a period ending not later than five years after Petition Date. Debtors may in their sole discretion choose to make partial payments on Allowed Tax Claims, which payments shall be applied as indicated by Debtors. Any unpaid portion of such Allowed Priority Claims shall bear interest from the Effective Date until the date of payment at the Legal Rate.

(b) Internal Revenue Service Claim.

The Allowed Tax Claim of the Internal Revenue Service (but excluding all Claims for post-petition interest and prepetition and post-petition penalties)(“IRS”) shall be satisfied by payment of \$20,000 per month, plus the following additional amounts: (i) a lump sum on the Effective Date of \$80,000 to be applied first to the Priority Unsecured Claim of the IRS with the balance applied to principal tax due; (ii) \$60,000 per year, payable by no later than July 1 of each calendar year beginning in 2014; (iii) one-third of any net cash as of December 31 of each calendar year beginning in 2014 in excess of \$500,000, which one-third in excess of \$500,000 shall be paid by no later than April 15 of the following calendar year; and (iv) one-third of any additional recovery received by Debtors from Pilot Flying J. Any unpaid portion of the Allowed Tax Claim of the IRS shall bear interest from the Effective Date until the date of payment at the Legal Rate. All payments paid on the Allowed Tax Claim of the IRS shall be applied first to principal tax due until a zero balance and then to accrued interest.

(c) Liens Arising from Secured and Priority Tax Claims.

All Pre-Petition liens arising from Secured and Priority Tax Claims shall continue until such Claims are paid in full.

(d) Penalties and Allowed Claims.

Except as provided herein, no Governmental Authority shall be entitled to receive any penalties for any period of time after the Petition Date nor shall any Allowed Tax Claim include any post-petition interest or pre-petition or post-petition penalties except as provided herein. Each Contested Tax Claim shall become an Allowed Tax Claim only upon entry of, and only to the extent such claim is allowed by, a Final Order.

D. Treatment of Classified Claims

The treatment of and consideration to be received by holders of Allowed Claims pursuant to the Plan shall be in full settlement, release and discharge of their respective Claims against either and both of the Debtors and their assets and any associated lien or encumbrance. The Plan treatment shall not affect the liability of any other Entity on such Claim.

The treatment of Classified Claims pursuant to the Plan is detailed below. Creditors holding Secured Claims should also see **Exhibit A**, which shows the interest rates and monthly payment amounts to be paid to each Secured Claim holder under the Plan.

1. Class 1 -- Priority Claims Other Than Priority Tax Claims. Each person or Entity holding a Class 1 Claim shall be paid the Allowed Amount of such Claim in cash, in full, on the latest of: (i) the Effective Date; (ii) the date such Claim is allowed by Final Order; or (iii) the date such payment is due under applicable law. Each Contested Priority Claim shall become an Allowed Priority Claim only upon entry of, and only to the extent such claim is allowed by, a Final Order. If any Allowed Priority Claims are not paid in cash in full on the latest of (i) the Effective Date; (ii) the date a Contested Priority Claim is Allowed in whole or in part by Final Order; or (iii) the date such payment is due under applicable law, then the unpaid portion of such Allowed Priority Claims shall bear interest from the Effective Date until the date of payment at the Legal Rate.

2. Class 2 -- Secured Claims of Ally Financial. This Class consists of the Secured Claim of Ally Financial. The Class 3 Claim shall be satisfied by payment, beginning on the 21st day of the first month after the Effective Date and on the 21st day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus simple interest at the rate of four percent (4%) from the Effective Date, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 2 Claimant shall retain all Liens on (i) the 2012 Dodge Ram pickup with VIN *2274; (ii) the 2010 Dodge Ram pickup with VIN * 2805; and, (iii) the 2008 Ford F450 pickup with VIN *5513 (together the "Vehicles") held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell to unaffiliated third parties any of the Vehicles for an amount not less than the principal balance due to the lender; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender.

3. Class 3 -- Secured Claim of Ametco. This Class consists of the Secured Claim of Ametco. The Class 3 Claim was fully satisfied by surrender of certain collateral as provided for by order of the Court entered on June 12, 2013 (Docket No. 722). No other or additional amount shall be paid on account of the Class 3 Claim.

4. Class 4 -- Secured Claim of Banc of America Leasing and Capital, LLC. This Class consists of the Secured Claim of Banc of America. The Class 4 Claim shall be satisfied by payment, beginning on the 19th day of the first month after the Effective Date and on the 19th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 96 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 4 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

5. Class 5 -- Secured Claim of Bancorp South. This Class consists of the Secured Claim of Bancorp South. The Class 5 Claim shall be satisfied by payment, beginning on the 10th day of the first month after the Effective Date and on the 10th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 96 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 5 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

6. Class 6 – Secured Claim of BB&T. This Class consists of the Secured Claim of BB&T.

Class 6.1 – Real Property. This sub-class consists of BB&T's claim secured by certain real property located in Mascot, Knox County, Tennessee (the "Real Property"). The Class 6.1 Claim shall be satisfied as follows. The principal amount of the Class 6.1 Claims shall be equal

to the amount of the creditor's Allowed Secured Real Property Claim, including the \$50,000 debt arising from the Irrevocable Standby Letter of Credit issued on April 6, 2010, less all adequate protection payments and other proceeds of collateral received by that creditor after the Petition Date and prior to the Effective Date. The Class 6.1 Claim shall bear interest from the Effective Date at a rate of 150 basis points above the effective rate being paid as of the date of the Confirmation Hearing on Treasury Bills due in twenty (20) years and shall be due and payable in full on the 20th anniversary of the Effective Date. The debt may be prepaid in whole or in part at any time without penalty. Beginning on the 10th day of the first month after the Effective Date and on the 10th day of each month thereafter, Debtors shall make equal payments of principal and interest in the amount required to amortize the debt in full over a period of twenty years from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Class 6.1 Claim, then the determination shall be made by the Court.

As security, the Class 6.1 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new deeds of trust, mortgages, financing statements or security agreements. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the real property securing the Class 6.1 claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable closing costs, including any commission related to the sale, up to the remaining balance owed to the lender, on account of its Class 6.1 claim. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 6.1 claim. Specifically, but without limitation, Debtors anticipate selling that unimproved portion of the Real Property that was purchased from The Development Corporation of Knox County, and shall pay to lender the net proceeds remaining after payment of reasonable closing costs. Additionally, if Debtors do not reach a settlement with The Development Corporation of Knox County to repurchase that unimproved portion of the Real Property, Debtors may bring an action against The Development Corporation of Knox County for wrongfully drawing on the Irrevocably Standby Letter of Credit. Any net proceeds of such an action, after payment of reasonable attorney fees and costs, shall be remitted to the Class 6.1 Claimant to be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 6.1 claim.

Class 6.2 – Rolling Stock. This sub-class consists of BB&T's claim secured by certain rolling stock owned by Debtors. The Class 6.2 Claim shall be satisfied by payment, beginning on the 25th day of the first month after the Effective Date and on the 25th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 6.2 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing the Class 6.2 claim;

provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 6.2 claim. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 6.2 claim.

Further, upon receipt of the first four (3) payments, BB&T shall promptly execute all instruments and documents necessary to release titles to the following vehicles in the following order:

- (i) First payment release title to a 2003 Peterbilt with VIN *1634 (Paul Kopatz, owner operator).
- (ii) Second payment release title to a 2003 Peterbilt with VIN *8184 (David McDaniel, owner operator).
- (iii) Third payment release title to a 2003 Peterbilt with VIN *8890 (Guy Runyon, owner operator).

Class 6.3 – BMW. This sub-class consists of BB&T's claim secured by a 2011 BMW 250 li with VIN *4751. The Class 7.3 Claim has been fully satisfied by surrender of the BMW, and no additional or other amounts shall be paid on account of the Class 6.3 Claim.

7. Class 7 – Secured Claim of Capital One. This Class consists of the Secured Claim of Capital One. The Class 7 Claim shall be satisfied by payment, beginning on the 5th day of the first month after the Effective Date and on the 5th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 7 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

8. Class 8 – Secured Claims of Colonial Pacific. This Class consists of the Secured Claims of Colonial Pacific. The Class 8 Claim shall be satisfied by payment, beginning on the 1st day of the first month after the Effective Date and on the 1st day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper

application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 8 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

9. Class 9 – Secured Claim of Ervin Leasing. This Class consists of the Secured Claim of Ervin Leasing. The Class 9 Claim shall be satisfied by payment, beginning on the 20th day of the first month after the Effective Date and on the 20th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 9 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

10. Class 10 – Secured Claims of FCC Equipment Financing. This Class consists of the Secured Claims of FCC Equipment Financing. The Class 10 Claims have been fully satisfied by surrender of the collateral securing FCC Equipment Financing's claim pursuant to Agreed Order entered on March 12, 2013(Docket No. 634), no additional or other amounts shall be paid on account of the Class 10 Claim.

11. Class 11 – Secured Claim of First State Bank. This Class consists of the Secured Claim of First State Bank. On or before the Effective Date, Debtors shall have paid to First State Bank proceeds from the sale of collateral, which shall fully satisfy the Class 11 Claims, and no additional or other amounts shall be paid on account of the Class 11 Claim.

12. Class 12 – Secured Claim of Ford Motor Credit. This Class consists of the Secured Claim of Ford Motor Credit. The Class 12 Claim shall be satisfied by Debtors' payment in full on the Effective Date of the Plan of any remaining amount due after application of all adequate protection payments, upon which payment, Ford Motor Credit's Class 12 Claim shall be deemed fully satisfied and its lien against the Ford F150 pickup with VIN *9293 shall be released. Upon payment of its Class 12 Claim, Ford Motor Credit shall execute all instruments and documents necessary to release title to the Ford F150 pickup with VIN *9293.

13. Class 13 – Secured Claim of GECC. This Class consists of the Secured Claims of GECC. The Class 13 Claim shall be satisfied as follows. (i) surrender by no later than seven (7) business days after the Confirmation Date (or such earlier date as may be agreed to by Debtors and Class 13 Claimant) of five (5) 2011 Volvo tractors with VINs **1749, **1750, **1751, **1752, and **1753 (the "Surrendered Collateral") in full satisfaction of the amount owed to Class 13 Claimant reflected on its filed Claim Number 51 with any proceeds from sale of the Surrendered Collateral in excess of \$412,748.90 applied to the principal amount owed on the remaining Allowed Secured Claim and (ii) by payment, beginning on the 5th day of the first month after the Effective Date and on the 5th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court. Surrendered Collateral shall be surrendered "as is". Creditor shall be responsible for retrieving Surrendered Collateral from Debtor's premises or such other location as is agreed to by Debtor and creditor.

As security, the Class 13 Claimant shall retain all Liens held as of the Petition Date (in collateral remaining after surrender of the Surrendered Collateral), without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

14. Class 14 – Secured Claim of Hitachi Capital. This Class consists of the Secured Claim of Hitachi Capital. The Class 14 Claim shall be satisfied by payment, beginning on the 10th day of the first month after the Effective Date and on the 10th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 36 months from the date on which such payments of

principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 14 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

15. Class 15 – Secured Claim of Marquette. This Class consists of the Secured Claim of Marquette, including the claim arising out of post-petition financing. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

Class 15.1 – Pre-Petition Claim. The Class 15.1 Claim was fully satisfied from collected accounts receivable and no additional or other amounts shall be paid on account of the Class 15 Claim.

Class 15.2 – Post-Petition Claim. The Class 15.2 Claim shall be satisfied from collection of accounts receivable pursuant to the post-petition financing order approved by the Court.

16. Class 16 – Secured Claim of Mercedes-Benz. This Class consists of the Secured Claim of Mercedes-Benz. The Class 16 Claim shall be satisfied as follows. (i) surrender by no later than seven (7) business days after the Confirmation Date (or such earlier date as may be agreed to by Debtors and Class 16 Claimant) of three (3) 2011 Freightliner tractors with VINs **0710, **0711, and **0712 (the “Surrendered Collateral”) for a reduction of \$230,810 in the principal amount owed reflected on its filed Claim Number 31 with any proceeds from sale of the Surrendered Collateral in excess of \$230,810 applied to the principal amount owed on the remaining Allowed Secured Claim and (ii) by payment, beginning on the 5th day of the first month after the Effective Date and on the 5th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court. Surrendered Collateral shall be surrendered “as is”. Creditor shall be responsible for retrieving Surrendered Collateral from Debtor’s premises or such other location as is agreed to by Debtor and creditor.

As security, the Class 16 Claimant shall retain all Liens held as of the Petition Date (in collateral remaining after surrender of the Surrendered Collateral), without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to

unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

17. Class 17 – Secured Claims of Navistar. This Class consists of the Secured Claims of Navistar. The Class 17 Claim shall be satisfied by payment, beginning on the 26th day of the first month after the Effective Date and on the 26th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 36 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 17 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

18. Class 18 – Secured Claim of PACCAR. This Class consists of the Secured Claims of PACCAR. The Class 18 Claims shall be satisfied as follows.

Class 18.1 – Secured by Tractors. Beginning on the 20th day of the first month after the Effective Date and on the 20th day of each month thereafter, equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court. As security, the Class 18.1 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing the Class 18.1 claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 18.1 claim. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 18.1 claim.

Class 18.2 – Secured by Trailers. Beginning on the 20th day of the first month after the Effective Date and on the 20th day of each month thereafter, equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court. As security, the Class 18.2 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing the Class 18.2 claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 18.2 claim. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 18.2 claim.

19. Class 19 – Secured Claims of PNC. This Class consists of the Secured Claims of PNC. The Class 19 Claim shall be satisfied by payment, beginning on the 20th day of the first month after the Effective Date and on the 20th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 19 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

20. Class 20 – Secured Claims of SGEF. This Class consists of the Secured Claims of SGEF. If not fully paid on or before the Effective Date from a sale of collateral, the Class 20 Claim shall be satisfied by payment, beginning on the 10th day of the first month after the Effective Date and on the 10th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period

of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 20 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

21. Class 21 – Secured Claims of Stearns Bank. This Class consists of the Secured Claims of Stearns Bank. The Class 21 Claim shall be satisfied by payment, beginning on the 15th day of the first month after the Effective Date and on the 15th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 21 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

22. Class 22 – Secured Claims of Susquehanna. This Class consists of the Secured Claims of Susquehanna. The Class 22 Claim shall be satisfied by payment, beginning on the 25th day of the first month after the Effective Date and on the 25th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 22 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for

reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

23. Class 23 – Secured Claims of Toyota. This Class consists of the Secured Claims of Toyota. The Class 23 Claim shall be satisfied by payment, beginning on the 14th day of the first month after the Effective Date and on the 14th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 23 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

24. Class 24 – Secured Claim of Transportation Alliance Bank (“TAB”). This Class consists of the secured claim of TAB. The Class 24 Claim has been fully satisfied by surrender of the collateral securing TAB's claim pursuant to Agreed Order entered on March 19, 2013 (Docket No. 651), and no additional or amounts shall be paid on account of the Class 24 Claim.

25. Class 25 – Secured Claim of Trinity Equipment. This Class consists of the Secured Claim of Trinity Equipment. The Class 20 Claim shall be satisfied by payment, beginning on the 1st day of the first month after the Effective Date and on the 1st day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 25 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of

reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

26. Class 26 – Secured Claims of United Capital. This Class consists of the Secured Claims of United Capital. On or before the Effective Date, Debtors shall have paid to United Capital proceeds from the sale of collateral, which shall fully satisfy the Class 26 Claims, and no additional or other amount shall be paid on account of the Class 26 Claim.

27. Class 27 – Secured Claim of US Bank. This Class consist of the Secured Claim of US Bank. The Class 27 Claim shall be satisfied by payment, beginning on the 19th day of the first month after the Effective Date and on the 19th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 96 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 27 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

28. Class 28 – Secured Claim of Vehifax. This Class consist of the Secured Claim of Vehifax. The Class 28 Claim shall be satisfied by payment, beginning on the 5th day of the first month after the Effective Date and on the 5th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 28 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance

owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

29. Class 29 – Secured Claims of Volvo. This Class consists of the Secured Claims of Volvo. The Class 29 Claim shall be satisfied by payment, beginning on the 10th day of the first month after the Effective Date and on the 10th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 29 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

30. Class 30 – Secured Claims of Wallwork Financial. This Class consists of the Secured Claims of Wallwork Financial. Wallwork also is a party to lease with Debtor, which, if not already assumed or rejected as of the Effective Date, will be dealt with pursuant to the provisions of Article VII below. The Class 30 Claim shall be satisfied as follows.

Class 30.1 – Secured by Vans. Beginning on the 25th day of the first month after the Effective Date and on the 25th day of each month thereafter, equal payments of principal equal to the amount of the lender's Allowed Secured Claim secured by 25 Wabash dry vans (the “Vans”), after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 36 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court. As security, the Class 30.1 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing the Class 30.1 claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 30.1 claim. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 30.1 claim.

Class 30.2 – Miscellaneous Collateral. Beginning on the 25th day of the first month after the Effective Date and on the 25th day of each month thereafter, equal payments of principal equal to the amount of the lender's Allowed Secured Claim secured by all other collateral as of the Petition Date (the “Miscellaneous Collateral”), after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court. As security, the Class 30 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing the Class 30.2 claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 30.2 claim. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 30.2 claim.

31. Class 31 – Secured Claims of Webster Capital. This Class consist of the Secured Claims of Webster Capital. The Class 31 Claim shall be satisfied by payment, beginning on the 20th day of the first month after the Effective Date and on the 20th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 31 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

32. Class 32 -- Secured Claim of Well Fargo. This Class consists of the Secured Claims of Wells Fargo. The Class 32 Claim shall be satisfied as follows:

Class 32.1 – Secured by Trailers. Beginning on the 20th day of the first month after the Effective Date and on the 20th day of each month thereafter, equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to

the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court. As security, the Class 32.1 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing the Class 32.1 claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 32.1 claim. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 32.1 claim.

Class 32.2 – Secured by Tractors. Surrender by no later than seven (7) business days after the Confirmation Date (or such earlier date as may be agreed to by Debtors and Class 32.2 Claimant) of five (5) 2011 Volvo tractors with VINs **1774, **1775, **1775, **1777, and **1778 (the “Surrendered Collateral”) in full satisfaction of the amount owed to Class 32.2 Claimant reflected on its filed Claim Number 114 with any proceeds from sale of the Surrendered Collateral in excess of \$412,260.38 applied to the principal amount owed on the remaining Allowed Secured Claim and, beginning on the 20th day of the first month after the Effective Date and on the 20th day of each month thereafter, equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150 basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 48 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court. As security, the Class 32.2 Claimant shall retain all Liens held as of the Petition Date (in collateral remaining after surrender of the Surrendered Collateral), without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing the Class 32.2 claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender on its Class 32.2 claim. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender on its Class 32.2 claim. Surrendered Collateral shall be surrendered “as is”. Creditor shall be responsible for retrieving Surrendered Collateral from Debtor’s premises or such other location as is agreed to by Debtor and creditor.

33. Class 33 – Secured Claims of Western Finance. This Class consist of the Secured Claims of Western Finance. The Class 33 Claim shall be satisfied by payment, beginning on the 25th day of the first month after the Effective Date and on the 25th day of each month thereafter, of equal payments of principal equal to the amount of the lender's Allowed Secured Claim after proper application of all adequate protection payments and other proceeds of collateral received by the lender after the Petition Date and prior to the Effective Date, plus interest calculated at a rate of 150

basis points above the prime rate as of the date of the Confirmation Hearing, in the amount required to amortize the debt in full over a period of 60 months from the date on which such payments of principal and interest commence. If the parties cannot agree on the amount of the Allowed Secured Claim, then the determination shall be made by the Court.

As security, the Class 33 Claimant shall retain all Liens held as of the Petition Date, without the need for the execution of any new financing statements or security agreements. Debtors may prepay all or some of the amount due without penalty. Debtors shall have the right to sell for reasonable amounts to unaffiliated third parties any of the collateral securing lender's claim; provided however, that Debtors shall pay to lender the net proceeds remaining after payment of reasonable sale costs, including any commission related to the sale, up to the remaining balance owed to the lender. Any such payment received by the lender shall be applied to reduce the outstanding principal due, provided that Debtors are not in default on their obligations to lender.

34. Class 34 – Unsecured Claims under \$2,500. This Class consists of all Allowed Unsecured Claims under \$2,500 against either or both Debtors or the Allowed Claim of any other Unsecured Claim holder electing treatment as a Class 34 Claimant by waiving that portion of their Claim in excess of \$2,500. Each holder of an Allowed Class 34 Claim will be paid in full cash on the Effective Date of the Plan up to a maximum of \$2,500. Any person or Entity having a Contested Class 34 Claim shall be entitled to payment only after that Claim becomes an Allowed Claim pursuant to a Final Order. Any holder of an Allowed General Unsecured Claim in excess of \$2,500 may notify the Debtors of its intent to be treated as a Class 34 Claimant by sending notice by certified mail, return receipt request to the Reorganized Debtors at the following address: Barbara D. Holmes, Esq. Harwell, Howard, Hyne, Gabbert & Manner, P.C., 333 Commerce Street, Suite 1500, Nashville, Tennessee 37201.

35. Class 35 – General Unsecured Claims. This Class consists of all Allowed Unsecured Claims against either or both of the Debtors, other than those in Classes 34 and 36. Each Holder of an Allowed Unsecured Claim in Class 35 shall receive its Pro Rata share of (i) \$80,000 on the Effective Date of the Plan; (ii) \$600,000, payable in installments of \$50,000 each on July 1 and November 1 of each calendar year beginning in 2014; and (iii) one-third of any additional recovery from Pilot Flying J. The amount due the Class 35 Claimants may be prepaid in whole or in part at any time without penalty, and any partial prepayments made shall reduce and be a credit against any mandatory payments coming due after the time of the prepayment. Any person or Entity having a Contested Class 35 Claim shall be entitled to payment only after that Claim becomes an Allowed Claim pursuant to a Final Order. Upon entry of a Final Order creating an Allowed Claim from a Contested Claim, the holder of the Allowed Claim shall be paid promptly the total amount of installment payments that would have been due on that Claim if it had been Allowed as of the Effective Date. Debtors shall not be obligated to make any payment due hereunder if the total amount owed to the Holder of the Allowed Claim is less than \$50.00.

36. Class 36 – Penalty Claims. This Class consists of all Allowed Penalty Claims. This Class shall be subordinated to Class 35 Claims and no amount shall be paid to Class 36 unless and until all Class 35 Claims are paid in full. At such time as Class 35 Claims are paid in full, the Allowed Class 36 Claims, each of which shall become an Allowed Class 36 Claim only upon entry of, and only to the extent such claim is allowed by, a Final Order, shall be satisfied by payment of

one-third of any net cash as of December 31 of each calendar year beginning in the first full year following the year in which Class 35 Claims are paid in full in excess of \$500,000, which one-third in excess of \$500,000 shall be paid by no later than April 15 of the following calendar year, up to a total amount equal to the Class 35 Claims has been paid.

37. Class 37 – Prepetition Personal Injury Claims. This Class consists of all Allowed Prepetition Personal Injury Claims against either or both of Debtors, including Eastbridge Trailer Sales, which was merged into Moore Freight in August of 2011. This Class shall receive in total satisfaction of its claims any proceeds of insurance coverage for determined liability of Debtors and no additional or other amount shall be paid on account of Class 37 Claims.

38. Class 38 – Ownership Interests in Debtors. Dan Moore and Judith Moore shall retain all of their ownership interests in Debtors as consideration for the existing and continuing personal guaranties of several of Debtors’ obligations. The ownership interests of SJ Strategic Investments LLC and Norene Nichols (or her heirs) in Moore Freight shall be terminated upon Confirmation, unless on or before the Confirmation Date, these remaining equity security holders contribute capital to Moore Freight in a pro rata amount equal to the total debt guaranteed by Dan Moore and Judith Moore, which amounts shall be used to fund payments provided for in the Plan.

E. Means of Execution and Implementation of the Plan

1. Exit Financing. Upon Confirmation, Debtors are authorized to enter into financing arrangements with one or more financial institutions or other third parties to make available to the Reorganized Debtor revolving credit loans, accounts receivable factoring or other financing (the “Exit Financing”), which may be secured by all or substantially all of the assets of the Reorganized Debtor, except that the Exit Financing shall not impair Tax Liens or Liens of Classes 2 through 33 unless otherwise agreed to in writing by the Reorganized Debtor and any tax claimant or claimant in Classes 2 through 33. The Reorganized Debtors are authorized to execute and deliver all documents, agreements, and other instruments necessary or desirable to effectuate the Exit Financing.

2. Payments Due Under the Plan. Debtors’ Cash on hand as of the Petition Date and Cash generated from the operation of business after the Petition Date will be sufficient to make all payments due on the Effective Date. Cash generated from the operation of business after the Effective Date, after service of Exit Financing, will generate sufficient cash flow to make all payments due under the Plan.

3. Recovery from Causes of Action. Debtor may have a claim against Pilot Travel Centers LLC (dba Pilot Flying J or one or more its affiliates) for wrongfully reduced or withheld rebates and discounts. At Debtor’s request, the Bankruptcy Court has ordered examinations of three current and former Pilot employees and production of information regarding rebates wrongfully reduced or withheld. In connection with these requests. On July 22, 2013, Pilot tendered a check to Debtor in the amount of \$240,713.00, without any restrictions or conditions of release. Debtor accepted this tender, subject to determination by Debtor that, as a matter of law, such acceptance does not adversely impact or impair Debtor’s claims against Pilot. Debtors have preliminarily included this amount in cash available on the Effective Date. Of this amount, (i) \$80,000 shall be paid to the IRS; (ii) \$80,000 shall be paid to Class 35; and, (iii) balance retained

for Debtor to use toward capital expenditure for automated driver logs, which Debtor believes are essential to operations. If Debtors determine that return of the tendered amount is necessary to preserve claims against Pilot, the cash available on the Effective Date will be reduced by a corresponding amount. Pending completion of investigation, Debtor is without sufficient information to determine the amount of any additional potential recovery from Pilot. Debtors may also have a claim against Peterbilt dba The Pete Store and/or PACCAR as described herein. Any additional recovery from Pilot or from any other Cause of Action, including Avoidance Actions, either from litigation or settlement, will be used as follows: (i) one-third payable to the IRS on account of its Allowed Claim; (ii) one-third paid to Allowed Claims of Class 35 Claimants; and, (iii) one-third retained by Debtor or Reorganized Debtor for operations.

4. Debtors' Obligation to Close. Debtors will have no obligation to proceed with Consummation of the Plan unless the Closing Conditions are satisfied. If Debtors elect not to proceed with Consummation the Plan, they shall File with the Court a notice of their election and these cases shall proceed as if no plan of reorganization had been filed by Debtors prior to that date.

5. Causes of Action. Debtors will be responsible for evaluating, funding and pursuing any or none of the Causes of Action based on their reasonable business judgment and shall fund such amounts as they, in their sole and absolute discretion, shall deem appropriate and reasonable.

6. Authority for Settlement of Causes of Action. After the Effective Date, Debtors shall, in their sole and absolute discretion, be authorized to compromise and settle or abandon any of the Causes of Action, without Court approval or notice to any party, at any time, and for any consideration that Debtors believe to be in their best interest (and not necessarily in the best interest of the Creditors) including, inter alia, the right to permit the Debtors to accept zero-cash or non-cash benefits.

F. Executory Contracts

1. General Assumption of Executory Contracts. All leases of real or personal property and executory contracts to which either of the Debtors is a party, other than agreements between Debtors and owner/operators (the "Owner/Operators Agreements"), that have not, as of ten (10) days following the Effective Date, been specifically rejected shall be deemed contracts that Debtors intend to assume, provided Debtors agree to pay any Allowed Cure Claim. Any party to an executory contract that is assumed pursuant to this provision that asserts that Debtors have defaulted under that contract shall be required to File with the Court a Claim identifying the amount allegedly due to cure any such defaults in accordance with section 365(b)(1)(A) of the Code. Any such claims must be filed within 90 days from the Effective Date. The failure to file timely the application as required under this section 7.1 of the Plan shall result in the Claim being forever barred and discharged; the cure amount related to the executory contract shall be deemed to be zero; and the related executory contract shall be deemed assumed as of the Effective Date. All Claims asserted pursuant to this section 7.1 of the Plan to which no objection is Filed or to which an objection is Filed but overruled by a Final Order of the Court shall become Allowed Administrative Claims shall be assumed as of the date of the payment of the Claim. Notwithstanding anything in this section to the contrary, Debtors may reject any executory contract in the event they determine that any Allowed cure Claim renders assumption of that contract not in their best interests, and the

other party to the contract shall be entitled to file a Class 35 Claim for damages arising from the rejection.

2. **Rejection of Executory Contracts Generally.** In addition to filing a separate motion or notice of their intent to reject one or more leases or executory contracts, Debtors shall additionally reject as of the Effective Date those executory contracts set forth in a document filed with the Bankruptcy Court within ten (10) days after the Effective Date.

3. **Rejection of Owner/Operator Agreements.** Unless a new agreement between Debtors and each respective owner/operator is in place by the Confirmation Date, each Owner/Operator Agreement shall be rejected as of the Confirmation Date without any further motion or notice.

4. **Claims for Damages.** Each person who is a party to an executory contract or release rejected pursuant to Article 7.2 or 7.3 of the Plan shall be entitled to File, not later than thirty (30) days after the date on which the contract is rejected, a Claim for damages alleged to arise from the rejection of the executory contract or lease to which such person is a party. Any such Claims that ultimately become Allowed Claims shall be treated as Class 35 Unsecured Claims.

G. Treatment of Claims and Distributions on Claims.

The Plan provides as follows with regard to the treatment of claims and distributions on claims:

1. **No Distributions Pending Allowance or Estimation of Claims.** No payments or distributions shall be made with respect to all or any portion of a Contested Claim unless and until such Claim becomes an Allowed Claim as determined by Final Order.

2. **Deadline for Objections to Claims.** Debtors or any other party in interest may file with the Bankruptcy Court, within 120 days after the Effective Date, which date may be extended by Bankruptcy Court order, a written objection to the allowance or classification of any Claim in any Class, which objection shall be served upon the Claimant and other parties in interest. The failure to object to or to examine any Claim for the purposes of voting on this Plan shall not be deemed a waiver of such party's right to object to, or re-examine, the Claim in whole or in part within the above-described time period.

3. **Automatically Disallowed Claims.** With respect to any Claim for which either of the Debtors has insurance coverage, the Claim will be treated as an Allowed Claim only to the extent that the Holder of the Claim can establish that such Claim is not recoverable under the Debtors' insurance. Unless the Holder obtains a Final Order establishing that the Claim is not recoverable under the Debtors' insurance, such Claim is automatically disallowed and will be entitled to no distribution.

4. **Distribution Address and Mailing Method.** Any distribution or payment to a Creditor shall be sent by first class mail to the Creditor's address indicated on the proof of claim filed by that Creditor in the Case or, if no proof of claim has been filed, to that Creditor's most recent address indicated on the Debtors' Schedules or known to Debtors. If a Creditor holds an

Allowed Claim by virtue of a transfer of such Claim pursuant to Rule 3001 of the Federal Rules of Bankruptcy Procedure, then distributions to the holder of such Claim shall be sent to the address set forth in evidence of the transfer filed with the Bankruptcy Court. Creditors may change the address to which distributions are sent through amendment of their proof of claim or written notice delivered to Debtors' counsel. **Creditors are responsible for keeping Debtors informed of their current address for receipt of distributions or other payments under the Plan.**

5. Unclaimed Property/Forfeit Distributions. If any distribution remains unclaimed and/or uncashed for a period of ninety (90) days after it is sent by Debtors, then the Creditor to whom such distribution was sent will be deemed to have forfeited the distribution and all future distributions, and such person's Claim shall no longer be deemed to be Allowed, but rather, such Claim shall be deemed disallowed and expunged for all purposes, and such person shall be deemed to have no further Claim in respect of such distribution and shall not participate in any further distributions under this Plan. Likewise, if any Creditor's distribution is returned as undeliverable, no further distributions to such Creditor shall be made and such Creditor shall be deemed to have forfeited that and all further distributions. Any undeliverable or forfeit distribution shall be returned to the Debtor to be used in accordance with the terms of the Plan.

6. Precluded Distributions. No distribution shall be made in violation of Bankruptcy Code § 502(d) (to an Entity or transferee liable for recoverable property for an avoidable transfer). Debtors shall notify each affected Creditor of any contention that Bankruptcy Code § 502(d) prohibits any distribution to such Creditor. If such notice is given, the Claim held by such creditor will be treated as a Disputed Claim hereunder.

7. Treatment of Contingent or Unliquidated Claims. Until such time as a contingent Claim becomes fixed and Allowed, such Claim shall be treated as a Contested Claim for purposes related to voting, allowance, and distributions under this Plan. The Bankruptcy Court upon request by Debtors shall, in a summary proceeding for each such contingent Claim or unliquidated Claim, by estimation determine the allowance of each such contingent or unliquidated Claim for purposes of voting on this Plan.

8. Payment Dates. Whenever any payment or distribution to be made under the Plan shall be due on a day other than a Business Day, such payment or distribution shall instead be made, without interest, on the next business day.

9. Final Distribution. The last distribution required by the Plan to be made to any particular Class of Creditors shall be the Final Distribution.

10. Nominal Distributions. With respect to any distribution prior to the Final Distribution, if the Holder of an Allowed Claim would receive less than \$50.00, the Debtor may choose not to distribute such lesser amount to such Holder, but may instead defer the distribution thereof until the cumulative amount to be distributed to such Holder at any subsequent distribution is \$50.00 or more. No interest on any such deferred amount shall be paid to such Holder. If the Final Distribution to the Holder of an Allowed Claim would be less than \$25.00, the Debtor is not required to make such distribution, and such distribution is deemed waived.

H. Effect of Confirmation, Discharge and Injunction.

1. **Substantive Consolidation or Merger.** The Plan provides for the merger of G.R.E.A.T. Logistics, Inc. (“GLI”) into Moore Freight, Inc., which merger shall effect a substantive consolidation such that all assets and liabilities of GLI shall become assets and liabilities of the Reorganized Debtor as of the Confirmation Date.

2. **Vesting of Property, Free and Clear.** Except as otherwise provided in the Plan, Confirmation of the Plan shall vest all of the property of the estate into Debtors. Except as otherwise provided in the Plan, all property dealt with by the Plan shall be free and clear of all claims, Liens and interests of any party as of the Confirmation of the Plan. The Plan will evidence the release of any and all Liens or encumbrances against all property dealt with by the Plan, unless such Lien or encumbrance is specifically retained in the Plan.

3. **Legal Binding Effect.** The provisions of the Plan shall bind all Claimants, whether or not they accept this Plan or whether or not their Claim is impaired.

4. **Effect on Third Parties.** Except as otherwise expressly provided in this Plan, nothing contained in the Plan or in the documents to be executed in connection with the Plan shall affect any Creditors’ rights as to any third party, except that as long as Debtors are not in default in payments required under the Plan, no creditor holding a personal guaranty executed on or before the Petition Date or otherwise having a claim against any individual for an obligation of Debtors arising prior to the Petition Date whether by agreement, operation of state or federal law, or otherwise (the “Third Party Obligation”), whether or not such Third Party Obligation has been reduced to judgment, may take any action to collect, reduce to judgment, or otherwise enforce such Third Party Obligation.

5. **Release of Claims.** The consideration to be distributed under the Plan shall be in exchange for, and in complete satisfaction and release of, all Claims against Debtors or any of their assets or properties, including without limitation any Claim accruing after the Petition Date and prior to the Effective Date.

6. **Permanent Injunction.** Except as otherwise expressly provided in, or permitted under, this Plan, the Confirmation Order shall provide, among other things, that all Creditors and persons who have held, hold or may hold Claims that existed prior to the Effective Date, are permanently enjoined on and after the Effective Date against the: (i) commencement or continuation of any judicial, administrative, or other action or proceeding against either of the Debtors or any of their owned entities on account of Claims against Debtors, or on account of claims released pursuant to section 10.6 of the Plan; (ii) enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree, or order against either of the Debtors or any assets or property of same; or (iii) creation, perfection or enforcement of any encumbrance of any kind against either of the Debtors arising from a Claim. This provision does not enjoin the prosecution of any claims that arise on or after the Effective Date nor does it enjoin the determination in the Bankruptcy Court of the Allowed Amount of any Claims that arose prior to the Effective Date. Parties asserting entitlement to payment of Administrative Expenses incurred Prior to the Confirmation Date and Holders of Claims shall be permanently enjoined from asserting any Claim against either of the Debtors or their Retained Assets based upon any act or omission,

transaction or other activity that occurred prior to the Confirmation Date, except as otherwise provided in the Plan, whether or not a proof of claim or interest was filed and whether or not such Claim or Interest is allowed under Section 502 of the Bankruptcy Code.

7. **Exculpation.** Except as otherwise provided in the Plan or Confirmation Order, the Debtors, their officers and directors, and professionals shall neither have nor incur any liability to any Entity for any act taken or omitted to be taken (exclusive of an act constituting fraud, gross negligence or intentional misconduct) in connection with or related to this Chapter 11 Case, including without limitation actions related to the formulation, preparation, dissemination, implementation, administration, Confirmation or consummation of the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan. Notwithstanding anything herein to the contrary, neither this Plan nor the Confirmation Order affects any claims or causes of action against current or former officers, directors, shareholders or employees of the Debtors arising prior to or as of the Petition Date under 11 U.S.C. §§ 544, 547, 548, 549 or 550.

I. **Miscellaneous and General Provisions of the Plan**

The Plan also includes the following miscellaneous and general provisions:

1. **Request for Relief under Section 1129(b).** In the event any Impaired Class of Claims shall fail to accept this Plan in accordance with Section 1129(a) of the Bankruptcy Code, Debtors request the Bankruptcy Court to confirm this Plan in accordance with the provisions of Section 1129(b) of the Bankruptcy Code.

2. **Security Deposits.** To the extent Debtors have posted security deposits (with utilities or otherwise) prepetition, those amounts may be set off against Allowed Claims only upon the written consent of Debtors or upon entry of a Final Order authorizing such offset. To the extent Debtors have posted security deposits (with utilities or otherwise) Post-Petition, the deposit shall be returned to Debtors or otherwise applied as directed by Debtors upon their request.

3. **Quarterly Fees.** All fees payable under 28 U.S.C. § 1930, for quarters ending prior to the entry of the Final Decree shall be paid in full by the Reorganized Debtor.

4. **Confirmation Order and Plan Control.** To the extent the Confirmation Order and/or the Plan is inconsistent with the Disclosure Statement, any other agreement entered into between or among Debtors and any third party, the Plan controls the Disclosure Statement and any such agreements and the Confirmation Order (and any other Orders of the Court) shall be construed together and consistent with the terms of the Plan.

5. **Consent to Jurisdiction.** By accepting any distribution or payment under or in connection with the Plan, by filing any Proof of Claim, by filing any Cure Claim or objection to the assumption or assignment of any assumed contract, by voting on the Plan, or by entering an appearance in the Case, all Creditors and other parties in interest have consented, and will be deemed to have expressly consented to the jurisdiction of the Bankruptcy Court for all purposes with respect to any and all matters relating to, arising under or in connection with the Plan or the Case, including the matters and purposes set forth in the Plan.

6. **Case Closing.** Debtors shall be responsible for preparing and filing any required motion to close the Chapter 11 Case. Debtors intend to seek closure of their Chapter 11 Case as soon as possible after the Effective Date, and this Chapter 11 Case may be closed notwithstanding the pendency of any claims objections, other contested motions, Causes of Action or Avoidance Actions, over which the Court shall retain jurisdiction.

7. **Destruction of Records.** After the Effective Date, Debtors shall have the right to destroy or cause to be destroyed records that they determine to no longer be needed. Any objection to the destruction of such records must be raised as an objection to confirmation of the Plan or shall be deemed to be waived.

8. **Headings.** All heading utilized in this Plan for convenience and reference only, and shall not constitute a part of this Plan for any other purpose.

9. **Due Authorization.** Each and every Claimant who elects to participate in the distributions provided for herein warrants that such Claimant is authorized to accept, in consideration of such Claim against the Debtors, the distributions provided for in this Plan and that there are not outstanding commitments, agreements, or understandings, expressed or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by such Claimant under this Plan.

10. **Further Assurances and Authorizations.** Debtors, if and to the extent necessary, shall seek such orders, judgments, injunctions, and rulings that may be required to carry out further the intentions and purposes, and to give full effect to the provisions, of this Plan. All terms and provisions of this Plan shall be construed in favor of Debtors.

11. **Additional Acts or Actions.** Debtors may, but shall not be obligated to, take any action or commit any act that they determine to be necessary to facilitate the consummation, implementation, effectuation and execution of this Plan.

12. **Applicable Law.** Except to the extent that the Bankruptcy Code or other federal law is applicable, the rights, duties and obligations arising under this Plan shall be governed by and construed and enforced in accordance with the internal laws of the State of Tennessee without reference to the laws of other jurisdictions.

13. **No Interest.** Except as expressly provide for in this Plan, or allowed by the Court, no interest, penalty or late charge is to be Allowed on any Claim subsequent to the Filing Date.

14. **No Attorneys' Fees.** No attorneys' fees will be paid with respect to any Claim except as specified herein or as allowed by a prior order of the Court.

15. **Post-Confirmation Actions.** After Confirmation, Debtors may, so long as it does not materially or adversely affect the interest of Creditors, remedy any defect or omission, or reconcile any inconsistencies in the Plan or in the Order of Confirmation, in such manner as may be necessary to carry out the purposes and effect of the Plan. Debtors may also, but shall not be obligated to, take any action or commit any act that it may deem to be necessary to facilitate the consummation, implementation, effectuation and execution of this Plan. Nothing contained in the

Plan shall be construed so as to limit the rights of Debtors to commence or prosecute any claim in any court of competent jurisdiction.

16. Severability. Should any provisions in the Plan be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any other provisions of the Plan.

17. Setoff. Except as specifically provided in the Plan, no Creditor shall retain any contractual or statutory right to set off any asset in which either of Debtors has an interest in satisfaction of that Creditor's prepetition Claim.

18. Notice of Default. In the event of any alleged default under the Plan, any Creditor or party-in-interest must give a written default notice to Debtors, with copies to counsel of record for Debtors, specifying the nature of the default. Upon receipt of the default notice, Debtors shall have ten (10) days to cure such default from the time of receipt of the default notice. If such default has not been cured within the applicable time period, the default may be brought to the attention of the Court or any other court of competent jurisdiction.

19. No Tax or Filing Fee. No governmental entity may tax any transfer of property pursuant to or in furtherance of the Plan, or charge any tax or fee for the recording of, any release, deed, transaction or other document executed pursuant to or in furtherance of the Plan.

20. Notices. All notices, requests, elections or demands in connection with the Plan shall be in writing and shall be deemed to have been given when received or, if mailed, five (5) days after the date of mailing provided such writing shall have been sent by registered or certified mail, postage prepaid, return receipt requested.

21. Retention of Jurisdiction. The Plan provides that, notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, the Court shall retain exclusive jurisdiction over this Chapter 11 Case and any of the proceedings related to this Chapter 11 Case pursuant to Section 1142 of the Code and 28 U.S.C. § 1334 to the fullest extent permitted by the Code and other applicable law, including, without limitation, such jurisdiction as is necessary to implement the Plan.

ARTICLE X. ACCEPTANCE AND CONFIRMATION OF THE PLAN

A. Requirements for Confirmation

At the Confirmation Hearing, the Bankruptcy Court will determine whether the provisions of Section 1129 of the Code have been satisfied. Section 1129(a) of the Bankruptcy Code, as applicable here, provides generally as follows:

1. The Plan must comply with the applicable provisions of the Code, including Section 1123 which specifies the mandatory contents of a plan and Section 1122 which requires that Claims and Interests be placed in Classes with "substantially similar" Claims.
2. The proponents of the Plan must comply with the applicable provisions of the Code.

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

4. Any payment made or to be made by Debtors or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Case, or in connection with the Plan and incident to the Case, must be disclosed to the Bankruptcy Court and approved or be subject to the approval of the Bankruptcy Court as reasonable.

5. Debtors must disclose the identity of any insider that will be employed or retained by the Reorganized Debtor and the nature of any compensation for such insider.

6. The Plan must meet the “best interest of creditors” test which requires that each holder of a Claim of a Class of Claims that is impaired under the Plan either accept the Plan or receive or retain under the Plan on account of such Claim or Interest property of a value as of the Effective Date of the Plan, that is not less than the amount that such holder would receive or retain if the Debtor was liquidated on such date under Chapter 7 of the Code. If the holders of a Class of Secured Claims make an election under Section 1111(b) of the Code, each holder of a Claim in such electing Class must receive or retain under the Plan on account of its Claim property of a value, as of the Effective Date of the Plan, that is not less than the value of its interest in Debtors’ interest in the property that secures its Claim. To calculate what non-accepting holders would receive if Debtors were liquidated under Chapter 7, the Bankruptcy Court must determine the dollar amount that would be generated upon disposition of the Debtors’ assets and reduce such amount by the costs of liquidation. Such costs would include the fees of a Trustee (as well as those of counsel and other professionals) and all expenses of sale.

7. Each Class of Claims or Interests must either accept the Plan or not be impaired under the Plan. Alternatively, as discussed herein, a Plan may be confirmed over the dissent of a Class of Claims or Interests if the “cramdown” requirements of Section 1129(b) of the Code are met.

8. Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan must provide that holders of Administrative Claims and Priority Claims (other than tax claims) will be paid in full in cash on the Effective Date of the Plan, and that holders of priority tax Claims will receive on account of such Claims deferred cash payments, over a period not exceeding five (5) years after the Petition Date, of a value, as of the Effective Date of the Plan, equal to the Allowed amount of such Claim.

9. At least one impaired Class must accept the Plan, determined without including the acceptance of the Plan by any insider holding a Claim of such Class.

10. The Plan must be “feasible.” In other words, it cannot be likely that confirmation of the Plan will be followed by the liquidation, or the need for further financial reorganization of Debtors, unless such liquidation is proposed in the Plan.

11. If the Holder of an Allowed Unsecured Claim objects to the Plan, then the value of the property to be distributed under the Plan is not less than Debtors’ projected disposable income to

be received during the five-year period beginning on the date that payments are first made under the Plan; and

12. All fees required to be paid under the Code have been paid or the Plan provides for such payment on its Effective Date.

B. The Plan Meets All of the Requirements for Confirmation

Debtors believe that the Plan satisfies all of the statutory requirements of Chapter 11 of the Code and therefore should be confirmed. More specifically:

1. The Plan complies with all of the applicable provisions of the Code;
2. Debtors have complied with the Code and have proposed the Plan in good faith;

Debtors have proposed the Plan in a good-faith attempt to reorganize their finances and continue operation of their business pursuant to the Bankruptcy Code. Debtors' Plan provides that all Priority and Secured Claims be paid in full, and provides for greater payments to unsecured creditors than would be realized under Chapter 7. Additionally, Debtors have made timely adequate protection payments for the duration of this Chapter 11 case. Debtors assert that this Plan has been proposed in a good-faith effort to maximize value of the Estate for all creditors and for Debtors moving forward. This Plan will fairly achieve a result consistent with the objectives and purposes of the Bankruptcy Code, to preserve the Debtors' business as a going concern and maximize property to satisfy creditor's claims

3. All disclosure requirements concerning payments made or to be made for services rendered in connection with the Chapter 11 case or the Plan; and

4. Administrative Claims, Priority Claims, and fees required to be paid under the Code are appropriately treated under the Plan.

ARTICLE XI. LIQUIDATION ANALYSIS

If any Holder of an Allowed Claim in any impaired Class does not accept the Plan, then Debtors must establish that the Plan affords that Class of creditors an amount that is not less than the amount that would be received by that creditor if Debtors were liquidated under Chapter 7 of the Bankruptcy Code. Because the Plan offers the potential for the greatest realization from their assets, Debtors are confident that this test is met and that the Plan, therefore, is in the best interests of creditors. Debtors do not believe that liquidation in the context of a Chapter 7 case would afford the holders of Claims a return as great as may be achieved under the Plan.

Substantially all of Debtors' assets are encumbered and subject to lender liens up to the full amount of the asset's value. In addition to lender liens on most assets, Knox County has a tax lien on Debtor's real property, and the IRS has a lien against substantially all of Debtors' assets to secure most if not all of the IRS's \$4,012,870 claim. (Debtors have not fully researched the extent of the IRS's lien.) If Debtors' assets were liquidated by a Chapter 7 Trustee, the costs of liquidation and the lesser proceeds that might be obtained in a liquidation sale likely would result in Secured

Creditors having unsecured deficiency claims, which would increase and dilute the unsecured claim pool and reduce the amounts that unsecured creditors would receive. In contrast, under the Plan, every class of Secured Claims receives payments equal to the full present value of its Allowed Secured Claim. The Plan provides a better treatment to holders of Allowed Secured Claims than such creditors would likely receive in the event of a Chapter 7 liquidation.

Excluding the assets that Debtors' believe are fully secured by lender liens, Debtors have the following assets available for liquidation and/or distribution in accordance with Chapter 7 priorities: cash as of the Effective Date of \$1,684,437; rolling stock with an estimated liquidation value of \$250,000; other estimated equipment, furniture and fixtures with an estimated liquidation value of \$400,000; Debtor-owned receivables of \$1,289,842 (without discount for aged or bad accounts); Debtors' intellectual property rights which have an unknown value; and claims for additional recoveries from Pilot, which have an unknown value. (Debtors do not believe that liquidation of their real property will result in any more than nominal proceeds, after payment of costs of liquidation, above the amount of BB&T's lien and the Knox County tax lien.)

Because of the extent of the IRS's claim and the likelihood that most if not all of it gives rise to a lien against substantially all of Debtor's assets, the IRS would get paid ahead of all non-secured creditors from the proceeds of a liquidation of Debtor's assets in a Chapter 7. Additionally, collection of accounts receivable by a Chapter 7 trustee is unlikely to result in recovery of the entire booked amount. If there are any proceeds from the liquidation of Debtor's assets after payment of the IRS's secured claim, those proceeds would be applied first to any administrative expenses of the Chapter 7 (including the Chapter 7 trustee's commission), then to any administrative expenses of the Chapter 11 case, then to priority claims, before any distribution to unsecured creditors. Debtors believe it is highly unlikely that a liquidation would result in any distribution to holders of Unsecured Claims. To the extent there is any distribution, Debtors assert that it will be less than proposed by Debtors' Plan. Under the Plan, Debtors propose to pay all holders of Allowed Unsecured Claims in the amount of \$2,500 or less the full amount of their claim on the Effective Date. Debtors propose to pay holders of all other Allowed Unsecured Claims, excluding Personal Injury Claims, a pro rata share of \$80,000 on the Effective Date, and then a pro rata share of \$100,000 annually for 6 years, plus one-third of any additional recovery Debtors receive from Pilot.

For these reasons, among others, Debtors do not believe a Chapter 7 trustee would be able to generate funds for distribution equal in amount to the funds expected to be paid on account of Allowed Secured, Priority or Unsecured Claims under the Plan. For these reasons, Debtors believe that all creditors of Debtors will receive as much or more under the Plan than they would receive in a Chapter 7 case.

ARTICLE XII. VOTING PROCEDURES

ACCEPTANCE OR REJECTION OF THE PLAN WILL BE DETERMINED, PURSUANT TO THE BANKRUPTCY CODE, BASED UPON THE ALLOWED CLAIMS THAT ACTUALLY VOTE ON THE PLAN. THEREFORE, IT IS IMPORTANT THAT CLAIMANTS EXERCISE THEIR RIGHT TO VOTE TO ACCEPT OR REJECT THE DEBTORS' PLAN OF REORGANIZATION.

A. Classes Entitled to Vote on the Plan

All Holders of Allowed Claims in an Impaired Classes are entitled to vote to accept or reject the Plan. Section 1124 of the Bankruptcy Code generally provides that a class of claims or interests is considered to be Impaired under a plan unless the plan does not alter the legal, equitable and contractual rights of the holders of such claims or interest. As discussed in Discussion of the Plan, for purposes of the Plan solicitation all of the Classes of Claims, except for Class 4, are impaired and are therefore entitled to vote on the Plan.

THE CLAIMS IN CLASSES 1, 2, 4-9, 13-14, 16-23, 25-38 ARE IMPAIRED UNDER THE PLAN AND ARE ENTITLED TO VOTE WITH RESPECT TO ACCEPTANCE OR REJECTION OF THE DEBTORS' PLAN OF REORGANIZATION.

CLASSES 3, 10-12, 15, AND 24 ARE NOT IMPAIRED AND ARE NOT ENTITLED TO VOTE.

B. Voting by Holders of Disputed Claims

For purposes of the Plan, an Allowed Claim is a Claim against either of the Debtors that (a) has been scheduled by Debtors pursuant to the Code as undisputed, noncontingent, and liquidated and as to which no objection has been filed, (b) as to which a timely proof of claim or application for payment has been filed and as to which no objection has been filed within the time allowed for filing of objections, (c) has been Allowed by Final Order, or (d) has been Allowed under the Plan. Therefore, although the holders of Disputed Claims will receive ballots, these votes will not be counted unless such Claims become Allowed Claims as provided under the Plan or are temporarily allowed for voting purposes by the Bankruptcy Court.

C. Vote Required for Class Acceptance

During the Confirmation Hearing, the Bankruptcy Court will determine whether the Classes voting on the Plan have accepted the Plan by determining whether sufficient acceptances have been received from the holders of Allowed Claims actually voting in such Classes. A Class of Claims will be determined to have accepted the Plan if the holders of Allowed Claims in the Class casting votes in favor of the Plan (i) hold at least two thirds of the total amount of the Allowed Claims of the holders in such Class who actually vote and (ii) constitute more than one half in number of holders of the Allowed Claims in such Class who actually vote on the Plan.

As a condition to Confirmation, the Bankruptcy Code requires that each impaired Class of Claims accept the Plan, subject to the exception of Section 1129(b) of the Code described herein. At least one impaired Class of Claims must accept the Plan.

D. Voting Instructions

1. Ballots and Voting

Holders of Allowed Claims entitled to vote on the Plan have been sent a Ballot, together with instructions for voting, with this Disclosure Statement. Claimants should read the Ballot carefully

and follow the instructions contained therein. In voting for or against the Plan, please use only the Ballot(s) that accompanies this Disclosure Statement.

If you are a member of a class entitled to vote on the Plan and did not receive a ballot for such Class, or if your ballot is damaged or lost, or if you have any questions concerning voting procedures, you should contact counsel for Debtors.

BALLOTS OF CLAIMANTS THAT ARE SIGNED AND RETURNED, BUT NOT EXPRESSLY VOTED FOR EITHER ACCEPTANCE OR REJECTION OF THE PLAN, SHALL BE COUNTED AS BALLOTS CAST FOR THE ACCEPTANCE OF THE PLAN IF SO PERMITTED BY THE BANKRUPTCY COURT.

2. Returning Ballots and Voting Deadline

You should complete and sign each Ballot that you receive and return it in the pre-addressed envelope enclosed with each Ballot to Cindy B. Duck, by the Voting Deadline (as hereinafter defined). All Ballots will be tabulated and the tabulation of voting presented to the Bankruptcy Court at the Confirmation Hearing.

THE VOTING DEADLINE IS 4:00 P.M., CENTRAL STANDARD TIME, ON _____, 201__. IN ORDER TO BE COUNTED, BALLOTS MUST BE ACTUALLY RECEIVED ON OR BEFORE 4:00 P.M., CENTRAL STANDARD TIME, ON THE VOTING DEADLINE AT THE ADDRESS SET FORTH BELOW:

**Cindy B. Duck
Harwell Howard Hyne Gabbert & Manner, P.C.
333 Commerce Street, Suite 1500
Nashville, Tennessee 37201**

EXCEPT TO THE EXTENT ALLOWED BY THE BANKRUPTCY COURT, BALLOTS RECEIVED AFTER THE VOTING DEADLINE MAY NOT BE ACCEPTED OR USED IN CONNECTION WITH THE DEBTORS' REQUEST FOR CONFIRMATION OF THE PLAN OR ANY MODIFICATION THEREOF.

3. Incomplete or Irregular Ballots

Ballots which fail to designate the Class to which they apply shall be counted in the appropriate Class as determined by Debtors, subject only to contrary determinations by the Bankruptcy Court.

BALLOTS OF CLAIMANTS THAT ARE SIGNED AND RETURNED, BUT DO NOT INDICATE A VOTE EITHER FOR ACCEPTANCE OR REJECTION OF THE PLAN SHALL BE COUNTED AS BALLOTS FOR THE ACCEPTANCE OF THE PLAN UNLESS THE BANKRUPTCY COURT RULES OTHERWISE.

4. Changing Votes

Bankruptcy Rule 3018(a) permits a Claimant, for cause, to move the Bankruptcy Court to permit such claimant to change or withdraw its acceptance or rejection of a plan of reorganization.

E. Contested and Unliquidated Claims

Contested Claims are not entitled to vote to accept or reject the Plan. If you are the holder of a Contested Claim, you may ask the Bankruptcy Court pursuant to Bankruptcy Rule 3018 to have your Claim temporarily Allowed for the purpose of voting.

F. Possible Reclassification of Creditors

Debtors are required pursuant to Section 1122 of the Bankruptcy Code to place Claims into Classes that contain substantially similar Claims. While Debtors believe that the Plan has classified all Claims in compliance with Section 1122 of the Bankruptcy Code, it is possible that a Claimant may challenge the classification of its Claim. If Debtors are required to reclassify any Claims of any Claimants under the Plan, Debtors, to the extent permitted by the Bankruptcy Court, intend to continue to use the acceptances received from such Claimants pursuant to the solicitation of acceptances using this Disclosure Statement for the purpose of obtaining the approval of the Class or Classes of which such Claimants are ultimately deemed to be a member. Any reclassification of Claimants could affect the Class in which such Claimants were initially a member, or any other Class under the Plan, by changing the composition of such Class and the required vote thereof for approval of the Plan.

ARTICLE XIII. REQUEST FOR RELIEF UNDER SECTION 1129(B)

A. Requirements for “Cramdown”

In the event any Impaired Class of Claims shall fail to accept the Plan in accordance with Section 1129(a) of the Bankruptcy Code, Debtors shall request the Bankruptcy Court to confirm the Plan in accordance with the provisions of Section 1129(b) of the Bankruptcy Code.

The Bankruptcy Court may confirm a plan, even if it is not accepted by all impaired Classes, if the Plan has been accepted by at least one impaired Class of Claims and the Plan meets the “cramdown” provisions set forth in Section 1129(b) of the Code. The “cramdown” provisions require that the Bankruptcy Court find that a plan “does not discriminate unfairly” and is “fair and equitable” with respect to each non-accepting impaired Class. In the event that all impaired Classes do not vote to accept the Plan, Debtors will request that the Bankruptcy Court nonetheless confirm the Plan pursuant to the provisions of Section 1129(b) of the Code.

The Bankruptcy Court may find that the Plan is “fair and equitable” with respect to a Class of non-accepting Secured Claims, only if, under the Plan, (a) the holder of each Secured Claim in such Class retains such holder’s lien and receives deferred cash payments totaling at least the Allowed amount of such Secured Claim and having a value, as of the Effective Date of the Plan, equal to or in excess of the value of such holder’s interest in the estate’s interest in the collateral for the Secured Claim, (b) the collateral for such Secured Claim is sold, the lien securing such Claims attached to the

proceeds, and such liens on proceeds are afforded the treatment described under clause (a) or (c) of this sentence, or (c) the holders of such Secured Claims realize the “indubitable equivalent” of their claims.

Debtors assert that the rate of interest proposed to be paid on Secured Claims provides secured creditors with a future payment stream having a present value equal to each creditor’s Allowed Secured Claim.

In Chapter 11 Cases, the Bankruptcy Court may find that the Plan is “fair and equitable” with respect to a Class of non-accepting impaired Unsecured Claims only if (a) each impaired unsecured creditor receives or retains under the Plan property of a value as of the Effective Date of such Plan equal to the amount of its Allowed Claim, or (b) the holder of any Claim or Interest that is junior to the Claims of the dissenting Class will not receive or retain any property under the Plan.

If all of the provisions of Section 1129(b) of the Code are met, the Bankruptcy Court may enter an order confirming the Plan.

B. The Plan is Confirmable Under Section 1129(b) of the Bankruptcy Code

Debtors assert that the Plan also meets the “best interest of creditors” test and is “feasible”. In addition, if any Class of Claims rejects the Plan, the Plan can nevertheless be confirmed because it meets the “cramdown” standard with respect to such Class.

1. The Plan Meets the “Best Interest of Creditors” Test

The “best interest of creditors” test requires that the Bankruptcy Court find that the Plan provides to each non-accepting holder of a Claim treated under the Plan a recovery which has a present value at least equal to the present value of the distribution that such person would receive if Debtors’ assets were liquidated under Chapter 7 of the Code. An analysis of the likely recoveries and effect on creditors in the event of liquidation under Chapter 7 of the Code is contained herein at Article XI.

2. The Plan is Feasible

The Code requires that, as a condition to Confirmation of a plan, the Bankruptcy Court find that Confirmation is not likely to be followed by a liquidation or a need for further financial reorganization except as proposed in that plan. Debtors have proven their ability to pay the amounts that will be due under the Plan on the Effective Date and thereafter. Exhibits B and C to this Disclosure Statement verify these statements.

Under the Plan, Debtors generally have a period of 5 years from the Effective Date to pay in full all of their Allowed Secured Claims. For certain secured Claims with collateral of significantly longer useful life, the claims will be paid out over 8 years. Debtors’ business operations have been generating improved cash flow during the administrative period of the Chapter 11 Case and will continue to do so after the Effective Date of the Plan. As part of their reorganization effort, Debtors surrendered or sold unproductive and expendable assets which reduced their overall debt and monthly debt service. Debtors further streamlined operations to concentrate on business with higher

margins and opportunities for backload hauling. These efforts also contributed to Debtors' improved cash flow. To the extent Debtors have excess cash flow in the future, the Plan provides Debtors with the flexibility to make additional payments to the IRS and other creditors in order to pay their claims more quickly.

3. The Plan Meets the Cramdown Standard With Respect to Any Impaired Class of Claims Rejecting the Plan

In the event any impaired Class of Claims rejects the Plan, the Plan can nevertheless be confirmed. The Plan satisfies the provisions for cramdown under Section 1129(b)(2) of the Bankruptcy Code. Secured Creditors are either retaining their liens and receiving the value of their interest in the Debtors' property in deferred cash payments totaling the allowed amount of their Claims or receiving all property secured by their Liens. Priority and Unsecured Creditors are receiving more than they would receive if this Case were a Chapter 7 liquidation. In the event an impaired Class rejects the Plan, the Plan shall be deemed a motion for cramdown of such Class under Section 1129(b)(2) of the Bankruptcy Code.

ARTICLE XIV. TAX CONSEQUENCES

The following discussion summarizes certain anticipated federal income tax consequences of implementation of the Plan to Holders of Claims and to Debtors. It does not address all federal income tax consequences of the Plan nor does it address the state or local income tax or other state or local tax consequences of implementation of the Plan to Holders of Claims or to Debtors.

The description of the federal income tax consequences of implementing the Plan is based on the Internal Revenue Code of 1986 (the "Tax Code"), the existing Treasury Regulations and Proposed Regulations thereunder, judicial decisions and current published administrative rulings generally available prior to the date of the filing of the Plan, all of which are subject to change at any time. Any such change may have a retroactive effect. DEBTORS HAVE NOT RECEIVED, NOR WILL THEY REQUEST, A RULING FROM THE IRS AS TO ANY OF THE TAX CONSEQUENCES OF THE PROPOSED PLAN WITH RESPECT TO HOLDERS OF CLAIMS. NO ASSURANCE IS OR CAN BE GIVEN THAT THE IRS WILL CONCUR WITH, NOR IS THE IRS BOUND BY, THIS DISCUSSION. Debtors have not obtained an opinion of counsel with respect to any of these matters. The discussion below is general in nature and is not directed to the specific tax situation of any particular interested taxpayer. FOR THESE REASONS, ALL HOLDERS OF CLAIMS SHOULD CONSULT WITH THEIR OWN ADVISORS AS TO THE TAX CONSEQUENCES OF IMPLEMENTATION OF THE PLAN TO THEM UNDER APPLICABLE FEDERAL, STATE AND LOCAL TAX LAWS.

A. Tax Consequences to Debtors

Confirmation of this Plan is not expected to have any material tax consequence for Debtors.

B. Tax Consequences to Claimants

Generally, bad debts arising from a taxpayer's trade or business may be deducted from gross income to the extent of their worthlessness when such debts become partially or totally worthless. A

cash basis taxpayer can deduct a bad debt only if an actual cash loss has been sustained or if the amount deducted was included in income. All accrual-basis taxpayers must use the specific charge-off method to deduct business bad debts.

Holders of Claims may be required to report income or entitled to a tax deduction as a result of implementation of the Plan. The exact tax treatment depends on, among other things, each Claim Holder's method of accounting, the nature of each Claim Holder's Claim, and whether and to what extent such Claim Holder has taken a bad debt deduction in prior taxable years with respect to the particular debt owed to them by Debtors. EACH HOLDER OF A CLAIM IS URGED TO CONSULT WITH HIS OR ITS OWN TAX ADVISOR REGARDING THE PARTICULAR TAX CONSEQUENCES OF THE TREATMENT OF HIS OR ITS CLAIM UNDER THE PLAN. DEBTOR HAS NO MEANS TO DETERMINE THE POTENTIAL INDIVIDUALIZED TAX CONSEQUENCES TO ANY HOLDER OF CLAIMS.

PERSONS READING THIS DISCLOSURE STATEMENT SHOULD BE AWARE THAT NEITHER DEBTORS NOR THEIR COUNSEL HAVE INTENDED TO ANSWER THE ABOVE TAX-RELATED ISSUES BUT RATHER ARE ONLY ATTEMPTING TO IDENTIFY SOME, BUT NOT ALL, OF THE TAX-RELATED ISSUES WHICH SHOULD BE CONSIDERED BY CREDITORS IN VOTING ON THE PLAN. FURTHERMORE, CREDITORS SHOULD CONSULT WITH THEIR OWN INDEPENDENT TAX ADVISOR WITH RESPECT TO ANY TAX IMPACT THAT MAY RESULT THROUGH THE IMPLEMENTATION OF THE PLAN.

ARTICLE XV. CERTAIN RISK FACTORS

A. Factors Relating to Chapter 11 and the Plan

The following is intended as a summary of certain risks associated with the Plan, but is not exhaustive and must be supplemented by the analysis and evaluation of the Plan and this Disclosure Statement made by each Claimant as a whole in consultation with such Claimant's own advisors.

1. Insufficient Acceptances

The Plan may not be confirmed without sufficient accepting votes. Each impaired Class of Claims and Interests receiving a distribution under the Plan is given the opportunity to vote to accept or reject the Plan. The Plan will be accepted by a Class of impaired Claims if the Plan is accepted by Claimants in such Class actually voting on the Plan who hold *at least* two thirds (2/3) in amount and *more than* one half (1/2) in number of the total Allowed Claims of such Class that actually vote.

The Plan will be accepted by a Class of impaired Interests if it is accepted by holders of Interests in such Class actually voting on the Plan who hold *at least* two thirds (2/3) in amount of the total Allowed Interests of the Class that actually vote. Only those members of a Class who vote to accept or reject the Plan will be counted for voting purposes.

If any impaired Class of Claims under the Plan fails to provide acceptance levels sufficient to meet the minimum Class vote requirements but at least one impaired Class of Claims accepts the Plan, then, subject to the provisions of the Plan, Debtors intend to request confirmation of the Plan under Section 1129(b) of the Bankruptcy Code.

2. Business Risks

As with any business venture, risks are an inherent part of the process and success cannot be guaranteed. The Plan contains projections that are estimations of future revenues and expenses that may not be realized. All risk factors cannot be anticipated, some events develop in ways that were not foreseen and many or all of the assumptions that have been used in connection with this Disclosure Statement and the Plan will not transpire exactly as assumed. Some or all of such variations may be material. While significant efforts have been made to be reasonable in this regard, there can be no assurance that subsequent events will bear out the analysis set forth herein. While Debtors believe they have taken prudent measures to address and insure the success of their future business operations, no assurance of future success can be made.

ARTICLE XVI. RECOMMENDATION OF DEBTORS

Debtors believe that the Plan is in the best interests of its creditors. Accordingly, Debtors ask and recommend that you vote for acceptance of the Plan and hereby solicit your acceptance of the Plan.

DATED: July 24, 2013.

MOORE FREIGHT SERVICE, INC.

/s/ Dan R. Moore

By: Dan R. Moore

Its: Chief Executive Officer

G.R.E.A.T. LOGISTICS, INC.

/s/ Dan R. Moore

By: Dan R. Moore

Its: Chief Executive Officer

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