



SO ORDERED.

SIGNED this 9 day of December, 2011.

A handwritten signature in cursive script, reading "James D. Walker, Jr.", written over a horizontal line.

**James D. Walker, Jr.
United States Bankruptcy Judge**

**IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF GEORGIA
ALBANY DIVISION**

In re:

**Southwest Georgia Ethanol, LLC dba Southwest
Georgia Ethanol, LLC, a FUEL Company,**

Debtor.

Case No. 11-10145 – JDW

Chapter 11

ORDER CONFIRMING PLAN

The First Amended and Restated Plan of Reorganization Under Chapter 11 of the Bankruptcy Code dated October 4, 2011 [Docket No. 311] (the “Plan”)¹ having been filed by Southwest Georgia Ethanol, LLC (the “Debtor”) on October 4, 2011, and having been transmitted to creditors, equity security holders and other parties in interest; and

It having been determined after hearing on notice that: (i) the requirements for confirmation set forth in 11 U.S.C. § 1129(a) and (b) have been satisfied; (ii) the Plan, pursuant

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

to 11 U.S.C. § 1123(b)(2), provides for the assumption or rejection of unexpired executory contracts and leases, and that the proposed cure amounts and terms comply with 11 U.S.C. § 365; (iii) the Plan, pursuant to 11 U.S.C. § 1123(b)(3), provides for the settlement of certain claims belonging to the Debtor or to the estate, and that the requirements for approval of such compromises have been met; and (iv) the Plan is otherwise fair and equitable and does not unfairly discriminate; **IT IS HEREBY:**

ORDERED that the Plan filed by Southwest Georgia Ethanol, LLC, Debtor and Debtor-in-Possession under Case No. 11-10145, is confirmed in all respects, and the Debtor is authorized and directed to consummate the Plan and to execute and deliver any and all documents in connection therewith; and it is further

ORDERED that the assumption of the executory contracts and leases contemplated in the Plan, and identified in the Disclosure Statement [Docket No. 312] as modified by the Plan Supplement [Docket No. 358] together with the cure of prepetition defaults described therein is approved; and it is further

ORDERED that the compromises described in the Plan, including without limitation the compromises between the Debtor and the Dollar Family Group and between the Debtor and Knight Farms Incorporated and Douglas Fertilizer, copies of which are contained in the Plan Supplement, are approved; and it is further

ORDERED that the appointment of Christopher Tierney of Hays Financial Consulting, LLC by the Official Committee of Unsecured Creditors to serve as Litigation Trustee, in accordance with the terms of the Litigation Trust Agreement described in the Plan and a copy of which is contained in the Plan Supplement is approved; and the powers, duties and compensation

of the Litigation Trustee shall be in accordance with and governed by the Litigation Trust Agreement; and it is further

ORDERED that: 1) the retention by the Debtor of the Avoidance Actions and assignment of the Assigned Avoidance Actions to the Litigation Trust to be administered and pursued by the Litigation Trustee pursuant to the terms of the Litigation Trust Agreement is expressly approved; and 2) the Litigation Trustee is expressly authorized to pursue the Assigned Avoidance Actions in accordance with the terms of the Litigation Trust; and it is further

ORDERED that John Deere Construction & Forestry Company (“John Deere”), as a Holder of one or more Allowed Class 4 Other Secured Claims against the Debtor, shall receive, in full and final satisfaction, settlement, release, and extinguishment of any and all of its Claims against the Debtor, reinstatement of the following Pre-Petition Secured Claims held by John Deere: (i) Loan Contract - Security Agreement: Contract *7934, dated on or about August 8, 2008, whereby the Debtor financed the purchase of a John Deere 544J Wheel Loader, Serial No. 619683 (the “First Wheel Loader”); (ii) Loan Contract - Security Agreement: Contract *7935, dated on or about August 8, 2008, whereby the Debtor financed the purchase of a John Deere 544J Wheel Loader, Serial No. 619675 (the “Second Wheel Loader”); and (iii) Loan Contract - Security Agreement: Contract *7215, dated on or about August 8, 2008, whereby the Debtor financed the purchase of a John Deere 320 Skid Steer Loader, Serial No. 145524 (the “Skid Steer Loader”) (collectively, the “Equipment Financing Agreements”), such that (a) the Reorganized Debtor shall continue to perform under the terms of the Equipment Financing Agreements, and (b) John Deere shall retain its liens on the First Wheel Loader, Second Wheel Loader, and Skid Steer Loader until all three Equipment Financing Agreements are satisfied in full. The Reorganized Debtor shall remit \$8,000.00 to John Deere in full and final satisfaction of any and

all attorney's fees and other costs that John Deere incurred during the administration of the Debtor's bankruptcy case, through the Effective Date of the Plan.

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Prepared and Presented by:

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No Opposition to Form:

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