

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:)		
)	CHAPTER:	11
GOLDSTREET AUTOMOTIVE, LLC)	CASE NO.:	17-04943
)	JUDGE:	WALKER
Debtor.)		
)		

**DISCLOSURE STATEMENT TO ACCOMPANY
DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION
DATED MARCH 19, 2018**

I. INTRODUCTION

The Debtor, Goldstreet Automotive, LLC, submits this Disclosure Statement for use in soliciting acceptance of the Debtor's Plan of Reorganization (the "Plan") dated March 19, 2018. A copy of the Plan is attached hereto. The purpose of this Disclosure Statement is to provide adequate information to creditors and parties in interest (hereinafter referred to as "Claimants") in the above Chapter 11 case, in order to enable Claimants to make an informed decision in exercising their rights under the Bankruptcy Code.

On July 21, 2017, the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. Since the filing of the petition, the Debtor has remained in possession of its property and operated its affairs as a Debtor in Possession. No Trustee has been appointed, nor has a committee of unsecured creditors been appointed.

Article II of the Plan contains definitions of certain terms. Where those terms are capitalized in this Disclosure Statement, they have the meaning set forth in Article II of the Plan.

II. DISCLAIMER

No representations concerning the Debtor, other than as set forth in this Disclosure Statement, are authorized by the Debtor. Any representations or inducements made to secure your acceptance other than as contained in this Disclosure Statement should not be relied upon by you in arriving at your decision.

The information contained in this Disclosure Statement derives from the Debtor, and from other sources where indicated. The Debtor believes the information to be correct, however, it has not been independently verified in every instance, nor has it been subjected to a certified audit.

III. BACKGROUND

A. Pre-Bankruptcy

The Debtor was formed on or about August 4, 2005; it has always and continues to be engaged in the business of repairing and customizing automobiles. Generally, the Debtor provides services to consumers that need repair work on their personally owned automobiles.

However, the Debtor was also a party to various contracts related to retro-fitting vans involved in the transportation of inmates. These contracts caused the Debtor to increase its overhead with additional employees, special equipment, and a larger physical location to house the carrier vans. When these contracts ended, the Debtor's expenses remained high in anticipation of additional contracts. During this time period, the Debtor began to borrow funds from lenders to cover the additional overhead. Due to circumstances beyond the Debtor's control, including the unexpected death of the Debtor's main contact with the contractor, the Debtor was not awarded additional contracts.

When the Debtor realized that no additional contracts would be forthcoming, the Debtor took steps to mitigate the excessive overhead costs, including reducing staff and eliminating special equipment. Nevertheless, the borrowed funds caused a strain on the operations of the Debtor, and the Debtor found it needed to borrow additional funds to service the existing debt.

After realizing that its sizable debt load could not be fully repaid under contractual terms, the Debtor elected to seek relief under Chapter 11 of the Bankruptcy Code.

B. Post-Bankruptcy

Immediately upon the commencement of this case, the Debtor employed undersigned counsel as its bankruptcy counsel for this Chapter 11 proceeding.

The Debtor is considered a Small Business Debtor pursuant to 11 U.S.C. § 101(51D).

The Debtor's owner attended the Initial Debtor's Conference at the Office of the United States Trustee on July 31, 2017, and the Debtor has filed Monthly Operating Reports for the eight (8) months of July 2017 through February 2018. The Debtor now submits this Disclosure Statement to the creditors and the Court for approval.

The Debtor entered into an Agreed Order with GrandSouth Bank d/b/a CarBucks ("CarBucks") [*See* Docket No. 78], the lienholder on the majority of its vehicles, to surrender CarBucks' collateral. The physical surrender of these vehicles took place on or about March 14, 2018.

The Debtor rejected the lease between it and Justin Britton for the lease of the lot next to the Debtor's principal place of business. This lot was used as a "car lot" for the CarBucks' collateral and is no longer needed by the Debtor.

IV. SUMMARY OF ASSETS

The Debtor's assets are listed on Schedule A/B of the Petition and are summarized as follows:

A. Real Property

The Debtor does not own any real property. The Debtor leases its principal place of business, 1268 South Lowry Street, Smyrna, TN, which is a commercial building and lot. The market value of the Debtor's interest in this lease is believed to be zero dollars (\$0.00).

B. Cash

At the time of filing, the Debtor had cash in the amount of \$0.00 and bank accounts with a present value of \$13,832.13, which were subject to the lien of On Deck Capital, Inc. [See ECF Claim Nos. 7 & 8]. In addition, the Debtor held accounts receivable with a collective balance of \$8,325.07, which were subject to the lien of The Fundworks, LLC [See ECF Claim Nos. 3 & 9].

C. Inventory and Equipment

The Debtor owns miscellaneous inventory valued by the Debtor at \$5,000.00. Additionally, the Debtor owns miscellaneous office equipment and furnishings valued by the Debtor at \$950.00.

The Debtor owns equipment valued by the Debtor at \$16,620.00 [See Addendum to Schedule A/B, Docket No. 1]. In addition, the Debtor owns a Cobra Digital Pipe Bender valued by the Debtor at \$2,500.00, which is subject to a lien of \$37,267.72 [See ECF Claim No. 4].

The Debtor owns six (6) vehicles that are damaged and in need of significant repairs, the total value of these vehicles is approximately \$5,000.00. All of the Debtor's inventory and equipment is subject to the lien of On Deck Capital, Inc. [See ECF Claim Nos. 7 & 8].

D. Preferential and Fraudulent Transfers

Payments made by Debtor during the 90-day period (or one-year period for insiders) prior to the filing of this Chapter 11 case totaled approximately \$35,762.66, excluding payments aggregating less than \$6,425.00.

At this time, the Debtor believes the transfers to Charlie & Arlene Newman, totaling approximately \$28,806.00 may be recoverable preferences or fraudulent transfers that would be beneficial to the estate. The Debtor will continue the analysis of the transfers to the Newmans, and other potential preferences and fraudulent conveyances, and specifically reserves the right to pursue such actions.

E. Reservation of Causes of Action / Authority to Pursue and to Settle

The Plan retains and reserves all causes of action, including avoidance actions, for pursuit or abandonment by the Debtor after Confirmation, within its sole discretion.

As noted above, the Plan retains and reserves for pursuit by the Debtor all avoidance actions arising under Chapter 5 of the Bankruptcy Code. The terms of the Plan give the Debtor the widest possible latitude in deciding whether or not to pursue any possible cause of action, including without limitation any preference pursuant to Section 547, fraudulent transfer claims pursuant to Section 548, or any other avoidance action.

All creditors identified in the Debtor's Statement of Financial Affairs, filed in the Debtor's Chapter 11 Case, which lists all individuals or entities receiving payments from the Debtor in the 90 days (or one year if an insider) preceding the Petition Date, may be the defendant of an avoidance action or other cause of action if the total payments made to them exceeds \$6,425.00. Thus, they are the potential defendants of an avoidance action pursuant to Section 547 of the Bankruptcy Code.

All creditors identified in the Debtor's Statement of Financial Affairs, filed in the Debtor's Chapter 11 Case, which lists all entities receiving transfers outside the ordinary course of business or financial affairs of the Debtor within two years of the commencement of this bankruptcy case may be the defendant in an avoidance action or other cause of action. Thus, they are the potential defendants in an avoidance action pursuant to Section 548 of the Bankruptcy Code.

The identified claims in the Statement of Financial Affairs are not intended to be a complete list, and the Debtor may add to or amend the identified claims after the confirmation date. The Plan reserves and retains any and all other causes of action regardless of whether they are specifically identified or referred to herein. Nothing contained in this Disclosure Statement or in the Plan shall have any preclusive effect against the Debtor (whether by waiver, admission, estoppel or otherwise) in any cause of action or proceeding that may exist or occur in the future. Each creditor and party in interest is advised to review closely the Plan, the Debtor's filed Schedules and Statement of Financial Affairs, and the creditor's prior dealings with the Debtor, to determine whether any cause of action or avoidance action may be pursued against it.

V. SUMMARY OF LIABILITIES

A. Secured Debt

IN THE EVENT ANY OF THE CLAIMANTS LISTED IN THIS ARTICLE V, SECTION A, FILE A PROOF OF CLAIM STATING THAT NO PART OF THE CLAIM IS SECURED, OR UPON AN OBJECTION TO A SECURED CLAIM WHEREIN AN ORDER OF THE COURT HOLDS A CLAIM TO BE UNSECURED, THEN THE CLAIM SHALL BE DEEMED ENTIRELY UNSECURED AND TREATED AS SUCH PURSUANT TO THE PLAN.

1. **On Deck Capital Inc.** On Deck Capital, Inc. has a consensual lien in “any and all assets” of the Debtor to secure two (2) loans in the approximate amounts of \$37,557.74 [See ECF Claim No. 7] and \$35,371.89 [See ECF Claim No. 8]. On the Petition Date, these claims were supported by approximately \$49,877.20 in assets. Therefore, these claims will be bifurcated under the Plan and will be treated as secured in the amount of \$24,938.60 each, and unsecured in the amounts of \$12,619.14 and \$10,433.29, respectively.

2. **The Fundworks, LLC.** The Fundworks, LLC (“Fundworks”) has a consensual lien in the Debtor’s accounts receivable to secure two (2) loans in the approximate amount of \$49,499.80 [See ECF Claim No. 3] and \$44,769.19 [See ECF Claim No. 9]. On the Petition Date, the claims were supported by approximately \$8,325.07 in receivables. Therefore, under the Plan the Claim No. 3 will be bifurcated and treated as secured in the amount of \$8,325.07 and unsecured in the amount of \$41,174.73 and Claim No. 9 will be treated as unsecured.

3. **Sterns Bank.** Sterns Bank has a consensual lien in the Debtor’s Cobra Digital Pipe Bender, serial number 10764005, to secure an indebtedness in the amount of \$37,267.72 as of the Petition Date [See ECF Claim No. 4]. This claim will be bifurcated and treated as secured under the Plan in the amount of \$2,500.00, and unsecured in the amount of \$34,767.72.

B. Priority Debt

The Tennessee Department of Revenue holds a priority claim under § 507(a)(8) [See ECF Claim No. 1]. This claim will be treated as a priority claim under the Plan in the amount of \$49,492.00.

C. Unsecured Debt

The Debtor’s unsecured debt, as reflected in the Debtor’s Schedules and through filed proofs of claims, is shown below. The Court set a bar date for filing proofs of claims of November 30, 2017 [See Docket No. 18], and Allowed Unsecured Claims filed before such date are included in this category.

Name of Creditor	Amount of Claim ¹	Source of Amount
GrandSouth Bank dba CarBucks	\$66,460.00	Bifurcated amount of secured claim, ECF Claim No. 11, pursuant to Agreed Order [Docket No. 78]
On Deck Capital, Inc.	\$12,619.14	Bifurcated amount of secured claim, ECF Claim No. 7
On Deck Capital, Inc.	\$10,433.29	Bifurcated amount of secured claim, ECF Claim No. 8
Sterns Bank	\$34,767.72	Bifurcated amount of secured claim, ECF Claim No. 4

¹ The amount listed on a timely filed proof of claim (subject to allowance of the claim) shall control over any contrary amounts listed in the Debtor’s schedules and deemed filed pursuant to 11 U.S.C. § 1111(a).

The Fundworks, LLC	\$41,174.73	Bifurcated amount of secured claim, ECF Claim No. 3
The Fundworks, LLC	\$44,769.19	ECF Claim No. 9
Tennessee Department of Revenue	\$3,465.97	Bifurcated amount of priority claim, ECF Claim No. 1
Tennessee Department of Labor	\$14,459.38	ECF Claim No. 12
Advanced Auto Parts	\$16,290.28	Debtor's Schedules
American Express	\$1,012.77	ECF Claim No. 2
Capital One	\$22,187.90	ECF Claim No. 6
Charlie & Arlene Newman	\$229,013.30	ECF Claim No. 13
Cornwell	\$21,740.16	Debtor's Schedules
Jacob Wilson	\$0.00	Debtor's Schedules
Kraig Heinz	\$0.00	Debtor's Schedules
LKQ/Keystone	\$4,235.00	ECF Claim No. 5
TRU Solutions	\$5,000.00	Debtor's Schedules
Tuscarawas Auto Parts	\$20,050.00	Debtor's Schedules
Volunteer Welding	\$1,198.67	Debtor's Schedules

VI. LIQUIDATION ANALYSIS

For this Plan to be approved by the Court, a determination must be made that the Plan will provide to each creditor an amount, as of the Effective Date, that is not less than the value of the property that each creditor would receive or retain if all assets of the Debtor were sold and the proceeds were distributed under Chapter 7 of the Bankruptcy Code.

The estimated dollar amount that would be generated from the forced liquidation of the Debtor's assets (the "Liquidation Proceeds") would consist of the *net* proceeds from the sale of all non-exempt assets of the Debtor and recoveries on any actions against other parties. The Liquidation Proceeds would then be reduced by the cost of the liquidation. Since all of the assets of the Debtor total approximately \$175,239.20, but the perfected, secured liens against the assets total \$292,271.50, there would be no Liquidation Proceeds from the sale of the Debtor's assets. A Trustee may be able to recover a portion of the preference payments [*See* Paragraph IV(D), above] in an amount ranging from \$0.00 to \$28,860.66; however, this amount would only partially satisfy the priority unsecured creditor, the Tennessee Department of Revenue. No funds recovered through a potential preference action would be distributed to holders of Allowed Unsecured Claims.

The Debtor is presently unaware of any actions a Chapter 7 trustee could take against other parties to obtain funds for the estate. Therefore, the total Liquidation Proceeds are believed to be \$0.00, plus any preference recovery, less costs of the administration of the Chapter 7 bankruptcy estate. When contrasted with a Chapter 7 liquidation, the distribution to Allowed Unsecured Claims proposed by the Debtor's Plan is higher than the estimated Liquidation Proceeds. The Debtor proposes to pay unsecured creditors \$10,000.00. Accordingly, the Debtor's Plan offers creditors \$10,000.00 more than they would receive from liquidation under Chapter 7 of the Bankruptcy Code.

VII. SUMMARY OF PLAN

A. Transfer of Assets

Under the Plan, the assets of the Debtor will continue to be owned, managed, and controlled by the owner, Michael J. Dennison.

B. Payment of Claims

1. **Unimpaired/Unclassified Claims.** The below group of claims are not impaired and are not classified under the Plan; they will be treated as follows:

a. *Administrative Claims:* Each holder of an Administrative Claim allowed under § 503 of the Bankruptcy Code will be paid in full at the later of (i) the time that the expense has been approved by the Court, (ii) upon such other terms as may be agreed upon by the holder of the claim and the Debtor, or (iii) the Effective Date.

b. *Priority Tax Claims:* The sole Priority Claim allowed under § 507(a)(8), held by the Tennessee Department of Revenue, will be paid in full at 4.0% interest via equal monthly installments of \$1,264.75 over forty-two (42) months beginning on the first day of the month following the Effective Date.

c. *United States Trustee Fees:* The U.S. Trustee's statutory fee shall be paid current as of the Effective Date.

2. **Impaired Claims.** The below classes of claims are impaired and will be classified and treated under the Plan as follows:

<i>Class No.</i>	<i>Holder of Claim or Interest</i>	<i>Impaired?</i>	<i>Plan Treatment</i>
1	On Deck Capital, Inc. [ECF Claim Nos. 7 & 8]	Yes	<p>The Allowed Secured Claims of On Deck Capital shall be allowed in the amounts of \$24,938.60 each.</p> <p>This Allowed Secured Claim No. 7 shall be paid under the Plan as follows:</p> <p>(i) Sixty (60) equal monthly installments of principal and interest shall be made in the amount of \$459.28, or until the balance of the secured claim is satisfied.</p> <p>(ii) Interest shall accrue at the fixed rate of 4.00%.</p> <p>(iii) The first monthly installment payment will be due on the 15th day of the first month following the Effective Date and subsequent payments will be due on</p>

			<p>the 15th day of each month thereafter until the Allowed Secured Claim is paid in full.</p> <p>(iv) Any terms of the existing note and security agreement evidencing this Allowed Claim which may conflict with the terms of the Plan shall be deemed modified by the terms of this Plan.</p> <p>This Allowed Secured Claim No. 8 shall be paid under the Plan as follows:</p> <p>(i) Sixty (60) equal monthly installments of principal and interest shall be made in the amount of \$459.28, or until the balance of the secured claim is satisfied.</p> <p>(ii) Interest shall accrue at the fixed rate of 4.00%.</p> <p>(iii) The first monthly installment payment will be due on the 15th day of the first month following the Effective Date and subsequent payments will be due on the 15th day of each month thereafter until the Allowed Secured Claim is paid in full.</p> <p>(iv) Any terms of the existing note and security agreement evidencing this Allowed Claim which may conflict with the terms of the Plan shall be deemed modified by the terms of this Plan.</p> <p>On Deck Capital shall retain its lien in any and all assets of the Debtor until the final of the above equal monthly installments is made. Upon receipt of such final payment, On Deck Capital shall terminate its UCC(s) related to the Debtor.</p>
2	The Fundworks, LLC [ECF Claim No. 3]	Yes	<p>The Allowed Secured Claim of The Fundworks, LLC shall be allowed in the amount of \$8,325.07.</p> <p>This Allowed Secured Claim shall be paid under the Plan as follows:</p> <p>(i) Thirty-six (36) equal monthly installments of principal and interest shall be made in the amount of \$245.79.</p> <p>(ii) Interest shall accrue at the fixed rate of 4.00%.</p> <p>(iii) The first monthly installment payment will be due on the 15th day of the first month following the Effective Date and subsequent payments will be due on</p>

			<p>the 15th day of each month thereafter until the Allowed Secured Claim is paid in full.</p> <p>(iv) Any terms of the existing note and security agreement evidencing this Allowed Claim which may conflict with the terms of the Plan shall be deemed modified by the terms of this Plan.</p> <p>The Fundworks shall retain its lien in the accounts receivable of the Debtor until the final of the above equal monthly installments is made. Upon receipt of such final payment, The Fundworks shall terminate its UCC(s) related to the Debtor.</p>
3	Sterns Bank [ECF Claim No. 4]	Yes	<p>The Allowed Secured Claim of Sterns Bank shall be allowed in the amount of \$2,500.00.</p> <p>This Allowed Secured Claim shall be paid under the Plan as follows:</p> <p>(i) Twenty-four (24) equal monthly installments of principal and interest shall be made in the amount of \$108.56.</p> <p>(ii) Interest shall accrue at the fixed rate of 4.00%.</p> <p>(iii) The first monthly installment payment will be due on the 15th day of the first month following the Effective Date and subsequent payments will be due on the 15th day of each month thereafter until the Allowed Secured Claim is paid in full.</p> <p>(iv) Any terms of the existing note and security agreement evidencing this Allowed Claim which may conflict with the terms of the Plan shall be deemed modified by the terms of this Plan.</p> <p>Sterns Bank shall retain its lien in the certain Cobra Digital Pipe Bender (SN 10764-005) until the final of the above equal monthly installments is made. Upon receipt of such final payment, Sterns Bank shall terminate its UCC(s) related to the Debtor.</p>
4	All Allowed Unsecured Claims	Yes	<p>This class shall consist of the Allowed Unsecured Claims not entitled to priority and not expressly included in the definition of any other class. This class includes, without limitation, Claims arising out of the rejection of any executory contract or unexpired lease, each Allowed Claim secured by a lien on Property in which the Debtor has an interest to the extent that such Claim is determined to be unsecured pursuant to 11 U.S.C. § 506(a), and each such</p>

			<p>Claim of the class described in 11 U.S.C. § 507(a), to the extent that the allowed amount of such Claim exceeds the amount which such Claim may be afforded priority thereunder.</p> <p>This plan will provide a pool of \$10,000.00 to be paid pro-rata to the claimholders in this class. The Reorganized Debtor shall commence pro-rata payments to claimants in this class beginning on, or following, the first day of the month after twenty-four (24) months following the Effective Date.</p>
5	Debtor	No	The Debtor will retain all ownership rights in Property.

C. Plan Default

Notwithstanding the provision of any lease or finance agreement that may survive the Confirmation of this Plan, an event of default as to any Claim shall exist if the Reorganized Debtor (i) fails to make monetary payment when due and that default is not cured within twenty (20) days following delivery of written notice of that default, (ii) fails to insure the property securing the creditor's claim for the value of the property, or (iii) disposes of the property securing the creditor's claim without either the consent of the creditor holding the Claim or the payment of the net sale proceeds to that creditor.

D. Tax Consequences

There are no known negative tax consequences created by the Plan. *Creditors are advised to direct all questions regarding the tax consequences of the Plan to their respective tax advisor.*

E. Executory Contracts and Unexpired Leases

The Debtor assumes the month-to-month lease with Michael and Sandra Dennison for the lease of the Debtor's principal place of business. The Debtor rejects the lease with Justin Britton for the lot connected to the Debtor's principal place of business. The Debtor is not aware of any other specific contracts that it anticipates rejecting upon Confirmation. To the extent there are any executory contracts of the Debtor not specifically assumed hereunder, the Debtor hereby specifically rejects those contracts retroactively to the Petition Date.

F. Discharge

Pursuant to 11 U.S.C. § 1141(d)(1), unless the Court orders otherwise, the Confirmation of the Plan discharges the Debtor from any debt that arose before the date of Confirmation, subject to the debts excluded pursuant to 11 U.S.C. § 1141(d)(6).

G. Implementation of the Plan

The Effective Date is anticipated to be September 1, 2018. The Debtor will continue to operate to obtain funds for the Plan.

The Debtor will seek the entry of a Final Decree as required under Bankruptcy Rule 3022 following the Effective Date and the administration of the estate. Prior to the entry of a Final Decree, the Debtor shall submit quarterly reports and ensure that all quarterly fees to the U.S. Trustee are paid as required by law.

The Debtor estimates that administrative expenses associated with the implementation of the Plan include approximately \$6,500.00 in attorney's fees, \$2,000.00 in U.S. Trustee fees, and \$3,000.00 in other professional fees, such as accounting fees. The Debtor will pay these fees as outlined above. [See Section VII (B), above]

VIII. CONFIRMATION REQUIREMENTS

To confirm the Plan, the Court must, after notice, hold a hearing on the question of confirmation. Any creditor may object to confirmation of the Plan and appear at the confirmation hearing to prosecute such objection. The requirements for confirmation of a Chapter 11 Plan are set forth in detail in 11 U.S.C. § 1129. The following is a summary of the more notable requirements:

A. Acceptance by Impaired Classes

Pursuant to 11 U.S.C. § 1129(a)(10), at least one class of impaired claimants must vote to accept the Plan. For a class to accept the Plan, the Plan must receive favorable votes from claimants within that class who hold at least two-thirds in dollar amount of the claims that vote and more than one-half in number of the claims that vote.

B. Feasibility

Pursuant to 11 U.S.C. § 1129(a)(11), the Court is required to find that confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtor. The Court must find that the Plan adequately addresses the needs for reorganization and that it is likely that the Reorganized Debtor will be able to perform pursuant to the Plan. A finding by the Court that the Plan meets these requirements is not a guarantee that the Plan will be fully performed.

The Debtor asserts that the Plan is feasible. Although the Debtor has struggled since the Petition Date to operate with a monthly surplus, the Debtor has taken steps to reduce overhead, such as the surrender of its car lot vehicles, and the rejection of the lease related to the lot adjacent to its principal place of business, which operated as a car lot. These actions both reduce overhead costs and allow the employees of the Debtor to focus on car repair operations.

When narrowing its operations to focus on car repairs as opposed to sales, the Debtor's monthly operating reports for the past two (2) months show a profit of \$3,730.58 and \$1,614.90, respectively. These gains, on average, show that the Plan is feasible.

C. Absolute Priority Rule

The Absolute Priority Rule provides that a plan is fair and equitable with respect to a rejecting class if the rejecting class receives payment in full or as long as no class junior to it receives or retains property under the plan. The Plan satisfies the absolute priority rule because the Debtor believes that any unsecured creditor not receiving payment in full will consent to such treatment.

D. Liquidation Test

Pursuant to 11 U.S.C. § 1129(a)(7), and as discussed in Article VI herein, the Plan must pay to each class that has not accepted the Plan an amount determined as of the Effective Date that is not less than the amount a claimant within that nonaccepting class would receive or retain if the Debtor's assets were liquidated under Chapter 7 of the Bankruptcy Code. The Debtor asserts that the Plan satisfies the requirements of 11 U.S.C. § 1129(a)(7).

E. "Cramdown" Provisions

Pursuant to 11 U.S.C. § 1129(b), if an impaired class does not vote to accept the Plan, as discussed in paragraph A above, the Court may still confirm the Plan if the Court determines that the Plan treatment of the class of claims rejecting the Plan is fair and equitable and does not discriminate unfairly. The Debtor intends to invoke these "cramdown" provisions should any class of impaired claims fail to accept the Plan. The Debtor believes that the Plan is fair and equitable and does not discriminate unfairly.

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Signed this 19th day of March, 2018.

Goldstreet Automotive, LLC

By: /s/ **Michael J. Dennison**
Michael J. Dennison, Owner

Respectfully Submitted,

/s/ **Gray Waldron**
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