

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE: §
JWCCC, LLC, d/b/a § CASE NO. 18-41853-11
MARSHALL GRAIN COMPANY §
DEBTOR §

COMBINED DISCLOSURE STATEMENT AND PLAN OF REORGANIZATION

ARTICLE I
SUMMARY

This Combined Disclosure Statement and Plan of Reorganization (the “Plan”) under Chapter 11 of the Bankruptcy Code (the “Code”) proposes to pay creditors of JWCCC, LLC d/b/a Marshall Grain Company (the “Debtor”) from cash flow and future income upon approval of this Plan.

This plan provides for 16 classes of claims, consisting of class of secured claims, class of unsecured claims and class of equity security holders. Unsecured creditors with allowed unsecured claims are excepted to receive a distribution in the approximately 10% of their allowed claims. This Plan also provides for the payment of administrative and priority claims as well as secured claims as outlined in the Plan.

All creditors and equity security holders should carefully review this Plan for information regarding the precise treatment of their claim. The disclosures contained in the Plan have provisionally been approved by the Bankruptcy Court as adequate. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

ARTICLE II
BACKGROUND

A. Background

Debtor was founded on September 21, 2004. It owns and operates Marshall Grain Company.

Marshall Grain Company has been around since at least 1914 when O. L. Marshall was supplying feed and eggs to the city of Fort Worth from his downtown store. Over the years, the business moved several times to different Fort Worth locations, including one in the stockyards. In 1946 C. B. Marshall built a store for feed and grain on East Lancaster Avenue, about 2 miles east of downtown, which served as its headquarters for over 70 years.

In March 2009, Debtor opened a second location in Grapevine, Texas. Both locations

were operated simultaneously until June 2016, when a decision was made to close the old space at East Lancaster Avenue. Debtor with the consent of the landlord of the East Lancaster Avenue location subleased the space to American Glass.

The store at Grapevine has a large interior space for pet supplies and gardening products, a greenhouse for weather-sensitive annuals, and a big outdoor area for trees, shrubs, and other larger plants. It provides one of the best selections available of native trees, shrubs, perennials, and annuals, as well as vegetables and herbs for gardens and kitchens.

In 2015, Debtor launched its Landscape Services Division offering design and installation projects, drainage, hardscaping, and organic maintenance services. Currently the division serves Grapevine and its surrounding cities.

Events Leading to Chapter 11 Filing

Debtor operates a single retail location which has 10,000 square feet of indoor space and 30,000 square feet of outdoor space and green house. The current location enjoys the benefits of 4 acres of land.

Starting in 2014 competition from online vendors started to cut into Debtor's profitability. Debtor's launch of its Landscape Services Division in 2015 caused Debtor to devote a substantial amount of its generated revenue towards that endeavor. Like any new venture, Debtor went through a major learning curve in the Landscape Services Division which resulted in Debtor's cash flow suffering. Debtor imprudently obtained high interest, short term loans that further impacted its cash flow.

The above referenced factors along with the unexpected inclement weather in Spring of 2018 caused Debtor to suffer a cash flow crunch. The eventual result was a realization that Debtor needs to reorganize its financial affairs and Chapter 11 bankruptcy petition was filed on May 8, 2018.

Significant Events During the Bankruptcy Case

Since having filed Chapter 11 the Debtor has remained in possession of its assets and has been operating as a going concern.

Post-petition Debtor reached agreement on the use of cash collateral with Colonial Savings, F.A.

Debtor has further streamlined its operations and is carefully monitoring its labor costs. Also, Debtor has ramped up its marketing efforts in its Landscape Services Division and is attempting to expand its business operations in the area.

Debtor has taken steps towards assuming the East Lancaster Avenue lease as well as the sublease with American Glass. Also, Debtor and its landlord at its current location, have reached an agreement that has reduced the term of the current lease but has also reduced the rent

payment in the short term to help Debtor's current cash flow.

B. Compensation of Officers

Debtor's manager Jim Connelley will remain in control of Debtor and will be the sole owner of the reorganized debtor and will run its day to day operations. The expected annual salary for Jim Connelley is \$65,000.00 per year including commission on sales. Also, Joyce Connelley is an employee of Debtor and earns an income of \$30,000.00 per year.

C. Alternatives to This Plan

If this Plan is not approved by the Bankruptcy Court, then the most likely alternative is the liquidation of the Debtor under Chapter 7 of the Bankruptcy Code. If Debtor is liquidated under Chapter 7 then it is most likely that the recovery of the Debtor's secured creditors will be limited to the value of their collaterals and the Debtor's unsecured creditors will not receive any distribution.

D. Projected Recovery of Avoidable Transfers

Within 90 days of the filing of its bankruptcy petition, Debtor made payments exceeding \$6,425.00 to the following unsecured creditors:

- a. On Deck Capital, Inc.,
- b. Horizon Distributors, Inc.,
- c. John's Greenhouse,
- d. Nelson Wholesale Service, and
- e. Supreme Pet Supplies, LLC

ARTICLE III **DEADLINES**

A. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Combined Disclosure Statement and Plan of Reorganization. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

1. Time and Place of the Hearing to Confirm the Plan

The hearing at which the Court will determine whether to confirm the Plan will take place on _____, at _____ in Courtroom 204, at the United States Bankruptcy Court, 501 W. 10th Street, Fort Worth, Texas 76102.

2. Deadline for Voting to Accept or Reject the Plan

If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to Behrooz P. Vida, The Vida Law Firm, PLLC, 3000

Central Drive, Bedford, Texas 76021.

Your ballot must be received by _____ or it will not be counted.

3. *Deadline for Objecting to the Adequacy of Disclosure and Confirmation of the Plan*

Objections to this Combined Plan and Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon Behrooz P. Vida, The Vida Law Firm, PLLC, 3000 Central Drive, Bedford, Texas 76021 by _____.

4. *Identity of Person to Contact for More Information*

If you want additional information about the Plan, you should contact Behrooz P. Vida, The Vida Law Firm, PLLC, 3000 Central Drive, Bedford, Texas 76021.

B. Disclaimer

The Court has conditionally approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted.

ARTICLE IV
DEFINITIONS

4.01 Administrative Claim: Shall mean a Claim entitled to priority under sections 503(b) and 507(a)(1) of the Bankruptcy Code in the Chapter 11 Case of the Debtor.

4.02 Allowed: With respect to Claims, (a) any Claim against the Debtor, proof of which is timely filed or by order of the Bankruptcy Court or pursuant to the Plan is not or will not be required to be filed, (b) any Claim that has been or is hereafter listed in the Schedules as neither disputed, contingent nor unliquidated, and for which no timely Proof of Claim has been filed, or (c) any Claim allowed pursuant to this Plan or the Confirmation Order; provided, however, that with respect to any Claim described in clauses (a) or (b) above, such Claim will be allowed only if (i) no objection to the allowance thereof has been interposed within the applicable period of time fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court or (ii) such an objection is so interposed and the Claim shall have been allowed by a Final Order (but only if such allowance was not solely for the purpose of voting to accept or reject this plan). Except as otherwise specified in this Plan or a Final Order, the amount of an Allowed Claim shall not include interest on such Claim after the Petition Date.

4.03 Ballot: Shall mean the Ballot to be used by creditors to cast their votes to accept or reject the Plan.

4.04 Balloting Agent: Shall mean Debtor's counsel, as agent.

4.05 Bankruptcy Code: Shall mean Title 11 of the United States Code, as amended from time to time, as applicable during the Chapter 11 Cases.

4.06 Bankruptcy Court: Shall mean the United States Bankruptcy Court for the Northern District of Texas, or any other court having jurisdiction over the Chapter 11 Cases.

4.07 Bankruptcy Rules: Shall mean the Federal Rules of Bankruptcy Procedure, as prescribed by the United States Supreme Court pursuant to section 2075 of title 28 of the United States Code.

4.08 Bar Date: Shall mean the date designated in the "Notice of Chapter 11 Bankruptcy Case, Meeting of Creditors, & Deadlines" as the last day for filing a Proof of Claim against the Debtor. The applicable Bar Date in this proceeding was 9/27/2018 as to all creditors except for governmental units which were subject to the Bar Date of 11/4/2018.

4.09 Business Day: Shall mean any day on which commercial banks are open for business in Dallas, Texas.

4.10 Claim: Shall mean any right to (a) payment from the Debtor, whether or not such right is reduced to judgment, liquidated, un-liquidated, fixed, contingent, matured, un-matured, disputed, undisputed, legal, equitable, secured or unsecured or (b) an equitable remedy for breach of performance of the Debtor if such breach gives rise to a right to payment from the Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, un-matured, disputed, undisputed, secured or unsecured.

4.11 Claimant: Shall mean the holder of a Claim.

4.12 Collateral: Shall mean any property of the Debtor subject to a valid, enforceable and non-avoidable Lien to secure the payment of a Claim (as defined in section 101(5) of the Bankruptcy Code).

4.13 Confirmation Date: Shall mean the date on which the Confirmation Order is entered on the docket maintained by the clerk of the Bankruptcy Court with respect to the Chapter 11 Case.

4.14 Confirmation Hearing: Shall mean the hearing held by the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code regarding the confirmation of this Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

4.15 Confirmation Order: Shall mean the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

4.16 Contested: when used with respect to a Claim, shall mean a Claim against the Debtor [1] that is listed in the Debtor's Schedules as disputed, contingent or unliquidated; [2] that is listed in the Debtor's Schedules as undisputed, liquidated and not contingent and as to which a proof of Claim has been filed with the Bankruptcy Court, to the extent the proof of Claim amount exceeds the scheduled amount; [3] that is not listed in the Debtor's Schedules, but as to which a proof of Claim has been filed with the Bankruptcy Court and to which an objection has been filed or [4] that is the subject of a defense provided under section 502 of the Bankruptcy Code. Notwithstanding the foregoing, after the Objection Deadline, only Claims to which an Objection has been filed shall be deemed Contested Claims.

4.17 Creditor: Shall mean the Holder of a Claim against the Debtor that arose on or before the Petition Date or a Claim against the Debtor's estate of the kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code.

4.18 Effective Date of the Plan. Shall mean the effective date of this Plan is the 15th business day following the date of the entry of the order of confirmation. But if a stay of the confirmation order is in effect on that date, the effective date will be the first business day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

4.19 Fee Application: Shall mean an application of a Professional Person under section 330 or 503 of the Bankruptcy Code for allowance of compensation and reimbursement of expenses in the Chapter 11 Case.

4.20 Final Order. Shall mean [1] an order which has been entered and as to which the time to appeal, petition for certiorari or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceedings for reargument or rehearing shall then be pending or [2] in the event that an appeal, writ of certiorari, reargument or rehearing thereof has been sought, such order shall have been affirmed by the highest court to which such order was appealed, or certiorari has been denied or from which reargument or rehearing was sought, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided, however, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure may be filed with respect to such order.

4.21 General Unsecured Claim: Shall mean any Claim against the Debtor that is not a Secured Claim, an Administrative Claim, or a Priority Claim.

4.22 Lien: As defined in section 101(37) of the Bankruptcy Code; except that a Lien that has been avoided in accordance with a provision of the Bankruptcy Code, including sections 544, 545, 546, 547, 548 or 549, shall not constitute a Lien.

4.23 Petition Date: May 8, 2018.

4.24 Plan: The Debtor's Combined Disclosure Statement and Plan together with all exhibits, as it may be amended or modified.

4.25 Priority Claim: Shall mean a Claim of the kind specified in section 507(a)(2)- (a)(10) of the Bankruptcy Code.

4.26 Pro Rata Share: Shall mean the proportion that (a) the Allowed amount of a Claim in a particular Class (or several Classes taken as a whole) bears to (b) the aggregate Allowed amount of all Claims in such Class (or several Classes taken as a whole), unless this Plan expressly provides otherwise.

4.27 Professional Person: Shall mean a person retained or to be compensated pursuant to section 327, 328, 330, 503[b] or 1103 of the Bankruptcy Code.

4.28. Reorganized Debtor: Shall mean the Debtor, as reorganized, on and after the Effective Date.

4.29 Schedules: Shall mean the Schedules of assets and liabilities and the statements of financial affairs filed by the Debtor as required by section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such Schedules and statements have been or may be supplemented or amended.

4.30 Secured Claim: Shall mean a Claim secured by a Lien on property of the Debtor, which Lien is valid, perfected and enforceable under applicable law, is not subject to avoidance under the Bankruptcy Code or other applicable non-bankruptcy law and which is duly established in the Chapter 11 Case, but only to the extent of the value of the Collateral that secures payment of such Claim.

4.31 Unsecured Claim: Shall mean a Claim other than a Secured Claim.

4.32 Voting Deadline: Shall mean the date set by the Bankruptcy Court by which Ballots for accepting or rejecting the Plan must be received by the Balloting Agent.

ARTICLE V
TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS,
U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS

5.01 Unclassified Claims. Under section § 1123(a)(1), administrative expense claims, and priority tax claims are not in classes.

5.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code will be paid in full on the effective date of this Plan (as defined in Article VIII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtors.

5.03 Priority Tax Claims. Each holder of a priority tax claim will be paid consistent with § 1129(a)(9)(C) of the Code.

- (a) Allowed claims of the *United States of America, Department of Treasury - Internal Revenue Service* – See Claims Register #6 - entitled to priority under § 507(a)(8) of the Code. The claimant will receive 4% interest.

Description (name and type of tax)	Tax Period	Amount of Tax Liability Claimed by the IRS including Tax Due and Interest	Interest Rate	Treatment of the Claim Under the Plan
WT-FICA	03/31/2018	\$12,901.55	4%	This amount will be repaid at 4% interest in 60 equal monthly payments of \$237.60
WT-FICA	06/30/2018	\$0.00	4%	Since no debt is owed for this quarter, the IRS will not receive any payment on this specific Claim.
CORP-INC 1120	12/31/2018	\$100.00	N/A	Debtor does not believe it will end up with a liability, however, should Debtor end up with a liability, it will be paid directly when due.
FUTA	12/31/2018	\$559.59	N/A	This Claim will be paid in the ordinary course of business in full when due.

The occurrence of any of the following shall constitute an event of default under the Plan: Failure on the part of Debtors to pay fully when due any payment required to be made in respect of the Plan debt. However, due to the size and ongoing nature of the IRS's claim, upon a default under the plan, the administrative collection powers and the rights of the IRS shall be reinstated as they existed prior to the filing of the bankruptcy petition, including, but not limited to, the assessment of taxes, the filing of a notice of Federal (or state) tax lien and the powers of levy, seizure, and as provided under the Internal Revenue Code. As to the IRS:

1. If the Debtor fails to make any plan payment, or deposits of any currently accruing employment or sales tax liability; or fails to make payment of any tax to the IRS within 14 days of the due date of such deposit or payment, or if the Debtor failed to file any required federal or state tax return by the due date of such return, then the United States may declare that the Debtor is in default of the Plan. Failure to declare a default does not constitute a waiver by the United States of the right to declare that the Debtor is in default.
2. If the United States declares the Debtor to be in default of the Debtor's obligations under the Plan, then the automatic stay provided under 11 U.S.C. § 362 shall lift without further notice by the Court and the entire imposed liability, together with any unpaid current liabilities, may become due and payable immediately upon written demand to the Debtor.

3. If full payment is not made within 14 days of such demand, then the IRS may collect any unpaid liabilities through the administrative collection provisions of the Internal Revenue Code. The IRS shall only be required to send two notices of default, and upon the third event of default the IRS may proceed to collect on all amounts owed without recourse to the Bankruptcy Court and without further notice to the Debtor. The collection statute expiration date will be extended from the Petition Date until substantial default under the Plan. All payments will be sent to: IRS, 1100 Commerce Street, Mail Code 5026 DAL, Dallas, Texas 75242 attn: Leo Carey.
4. The IRS shall not be bound by any release provisions in the Plan that would release any liability of the responsible persons. The IRS may take such actions as it deems necessary to assess any liability that may be due and owing by the Debtor to the IRS; but the IRS shall not take action to actually collect from Debtor unless and until there is a default under the Plan and as set forth above.

(b) The Allowed claim of *Texas Workforce Commission* – entitled to priority under § 507(a)(8) of the Code. The claimant will receive 4% interest.

Description (name and type of tax)	Tax Period	Amount of Tax Liability Claimed by the IRS including Tax Due and Interest	Interest Rate	Treatment of the Claim Under the Plan
T.U.C.A., LABOR CODE, Sec. 213.021 and 213.025	1 st Quarter 2018	\$4,215.62	4%	This amount will be repaid at 4% interest in 60 equal monthly payments of \$77.64.

5.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. § 1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date. The Debtor shall file post confirmation quarterly operating reports and shall pay post confirmation quarterly United States Trustee fees until the case is closed, dismissed, or converted to another chapter of the Code.

5.05 Debtor's counsel's fees. Any amount owed to The Vida Law Firm, PLLC, in excess of the retainer on deposit at the firm's Trust Account, shall be paid by Debtor within 30 days of the Effective Date of the Plan. The Vida Law Firm, PLLC shall file a fee application on or before 60 days after the entry of the Confirmation Order and no payment of any such fees or drawdown from the retainer shall be made until after the entry of an order allowing the attorneys fees and expenses of The Vida Law Firm, PLLC.

ARTICLE VI
TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

6.01 Claims and interests shall be treated as follows under this Plan:

<u>Class No.</u>	<u>Party & Party's Claim Description</u>	<u>Insider? (Yes or No)</u>	<u>Impairment</u>	<u>Treatment</u>
1	<p>Ally Financial PO Box 130424 Roseville MN 55113-0004</p> <p>Secured claim for: 2009 Chevrolet 2500</p> <p>Vehicle ID #: 1GCHC43K39F123686</p>	No	Impaired	<p><i>Claims Register #1</i></p> <p>Claim amount: \$8,619.96</p> <p>Adequate protection payments made during the pendency of this case get deducted from the Allowed Secured Claim amount. According to Debtor's records through end of November 2018, the sum of \$877.50 has been paid as adequate protection payment to Claimant.</p> <p>The Allowed Secured Claim of \$7,742.46 will accrue interest at 6.00%</p> <p>The Allowed Secured Claim of \$7,742.46 will be paid in 60 equal monthly payments of \$149.68 starting on the Effective Date of the Plan.</p> <p>Until such date that the Allowed Secured Claim is paid in full, the lien shall remain attached to collateral that secures the Claim.</p>
2	<p>Ally Financial PO Box 130424 Roseville MN 55113-0004</p> <p>Secured claim for: 2015 Chevrolet Silverado</p> <p>Vehicle ID #: 1GC1KUEG3FF550276</p>	No	Impaired	<p><i>Claims Register #2</i></p> <p>Claim amount: \$26,814.92</p> <p>Adequate protection payments made during the pendency of this case get deducted from the Allowed Secured Claim amount. According to Debtor's records through end of November 2018, the sum of \$2,295.00 has been paid as adequate protection payment to Claimant.</p>

				<p>The Allowed Secured Claim of \$24,519.92 will accrue interest at 6.00%</p> <p>The Allowed Secured Claim of \$24,519.92 will be paid in 60 equal monthly payments of \$474.04 starting on the Effective Date of the Plan.</p> <p>Until such date that the Allowed Secured Claim is paid in full, the lien shall remain attached to collateral that secures the Claim.</p>
3	<p>Tarrant County</p> <p>Account Number: 12738638</p> <p>Secured claim for: Tangible commercial personal property 2017 & 2018</p>	No	Impaired	<p><i>Claims Register #3</i></p> <p>Claim amount: \$6,162.77</p> <p>This Allowed Secured Claim will accrue interest at 12%</p> <p>This Allowed Secured Claim will be paid over a period of 60 months in equal monthly payments of \$137.09.</p> <p>Until such date that this Allowed Secured Claim is paid in full, the statutory lien shall remain attached to collateral that secures the Claim.</p>
4	<p>City of Grapevine</p> <p>Account Number: 12738638</p> <p>Secured claim for: Tangible commercial personal property 2017 & 2018</p>	No	Impaired	<p><i>Claims Register #4</i></p> <p>Claim amount: \$3,054.09</p> <p>This Allowed Secured Claim will accrue interest at 12%</p> <p>This Allowed Secured Claim will be paid over a period of 60 months in equal monthly payments of \$67.94.</p> <p>Until such date that this Allowed Secured Claim is paid in full, the statutory lien shall remain attached to collateral that secures the Claim.</p>

5	Grapevine-Colleyville ISD Account Number: 12738638 Secured claim for: Tangible commercial personal property 2017 & 2018	No	Impaired	<i>Claims Register #5</i> Claim amount: \$14,746.22 This Allowed Secured Claim will accrue interest at 12% This Allowed Secured Claim will be paid over a period of 60 months in equal monthly payments of \$328.02. Until such date that this Allowed Secured Claim is paid in full, the statutory lien shall remain attached to collateral that secures the Claim.
6	Sheffield Financial PO Box 1847 Wilson, NC 27894-1847 Secured claim for: 2017 Big Tex Dump Trailer Vehicle ID #: 16VDX1429H5012150	No	Unimpaired	<i>Claims Register #10</i> Claim amount: \$5,470.40 Adequate protection payments made during the pendency of this case get deducted from the Allowed Secured Claim amount. According to Debtor's records through end of November 2018, the sum of \$315.00 has been paid as adequate protection payment to Claimant. The Allowed Secured Claim of \$5,155.40 will accrue interest at 6.00% The Allowed Secured Claim of \$5,155.40 will be paid in 60 equal monthly payments of \$99.67 starting on the Effective Date of the Plan. Until such date that the Allowed Secured Claim is paid in full, the lien shall remain attached to collateral that secures the Claim.
7	Sheffield Financial PO Box 1847 Wilson, NC 27894-1847		Impaired	<i>Claims Register #11</i> Claim amount: \$3,558.44

	<p>Secured claim for: 2016 Big Tex Dump Trailer</p> <p>Vehicle ID #: 16VDX1422G5094639</p>			<p>Adequate protection payments made during the pendency of this case get deducted from the Allowed Secured Claim amount. According to Debtor's records through end of November 2018, the sum of \$270.00 has been paid as adequate protection payment to Claimant.</p> <p>The Allowed Secured Claim of \$3,288.49 will accrue interest at 6.00%</p> <p>The Allowed Secured Claim of \$3,288.49 will be paid in 60 equal monthly payments of \$63.58 starting on the Effective Date of the Plan.</p> <p>Until such date that the Allowed Secured Claim is paid in full, the lien shall remain attached to collateral that secures the Claim.</p>
8	<p>Navitas Credit Corp PO Box 935204 Atlanta, GA 31193-5024</p> <p>Secured claim for: Lighting Fixtures</p>	No	Impaired	<p><i>Claims Register #14</i></p> <p>Claim amount: \$32,314.32</p> <p>This Claim is bifurcated into an Allowed Secured Claim in the amount of \$13,500.00 and an Allowed Unsecured Claim in the amount of \$18,814.32.</p> <p>The treatment of the secured portion is spelled out here and the unsecured portion will receive treatment as a Class 16 claim.</p> <p>Adequate protection payments made during the pendency of this case get deducted from the Allowed Secured Claim amount. According to Debtor's records through end of November 2018, the sum of \$450.00 has been paid as adequate protection payment to Claimant.</p> <p>The Allowed Secured Claim of</p>

				<p>\$13,050.00 will accrue interest at 6.00%</p> <p>The Allowed Secured Claim of \$13,050.00 will be paid in 60 equal monthly payments of \$252.29 starting on the Effective Date of the Plan.</p> <p>Until such date that the Allowed Secured Claim is paid in full, the lien shall remain attached to collateral that secures the Claim.</p>
9	<p>Americredit Financial Services, Inc. Db a GM Financial P.O Box 183853 Arlington, TX 76096</p> <p>Secured claim for: 2016 Chevrolet Silverado 2500H</p> <p>Vehicle ID #: 1GC0CUEG0GZ368754</p>	No	Impaired	<p><i>Claims Register #21</i></p> <p>Claim amount: \$26,281.32</p> <p>This Claim is bifurcated into an Allowed Secured Claim in the amount of \$21,575.00 and an Allowed Unsecured Claim in the amount of \$4,706.32.</p> <p>The treatment of the secured portion is spelled out here and the unsecured portion will receive treatment as a Class 16 claim.</p> <p>Adequate protection payments made during the pendency of this case get deducted from the Allowed Secured Claim amount. According to Debtor's records through end of November 2018, the sum of \$1,941.78 has been paid as adequate protection payment to Claimant.</p> <p>The Allowed Secured Claim of \$19,633.22 will accrue interest at 6.00%</p> <p>The Allowed Secured Claim of \$19,633.22 will be paid in 60 equal monthly payments of \$379.57 starting on the Effective Date of the Plan.</p> <p>Until such date that the Allowed Secured Claim is paid in full, the lien shall remain attached to collateral that secures the Claim.</p>

10	<p>Marlin Equipment Finance 300 Fellowship Road Mount Laurel, NJ 08054</p> <p>Secured claim for: VOIP Phone System</p>	NO	Impaired	<p><i>Claims Register #23</i></p> <p>Claim amount: \$14,726.44</p> <p>This Claim is bifurcated into an Allowed Secured Claim in the amount of \$10,000.00 and an Allowed Unsecured Claim in the amount of \$4,726.22.</p> <p>The treatment of the secured portion is spelled out here and the unsecured portion will receive treatment as a Class 16 claim.</p> <p>Adequate protection payments made during the pendency of this case get deducted from the Allowed Secured Claim amount. According to Debtor's records through end of November 2018, the sum of \$1,509.19 has been paid as adequate protection payment to Claimant.</p> <p>The Allowed Secured Claim of \$8,490.81 will accrue interest at 6.00%</p> <p>The Allowed Secured Claim of \$8,490.81 will be paid in 60 equal monthly payments of \$164.15 starting on the Effective Date of the Plan.</p> <p>Until such date that the Allowed Secured Claim is paid in full, the lien shall remain attached to collateral that secures the Claim.</p>
11	<p>Marlin Equipment Finance 300 Fellowship Road Mount Laurel, NJ 08054</p> <p>Secured claim for: Server</p>	NO	Impaired	<p><i>Claims Register #24</i></p> <p>Claim amount: \$1,699.55</p> <p>This Claim is bifurcated into an Allowed Secured Claim in the amount of \$700.00 and an Allowed Unsecured Claim in the amount of \$999.55.</p>

				<p>The treatment of the secured portion is spelled out here and the unsecured portion will receive treatment as a Class 16 claim.</p> <p>Adequate protection payments made during the pendency of this case get deducted from the Allowed Secured Claim amount. According to Debtor's records through end of November 2018, the sum of \$26.31 has been paid as adequate protection payment to Claimant.</p> <p>The Allowed Secured Claim of \$673.63 will accrue interest at 6.00%</p> <p>The Allowed Secured Claim of \$673.69 will be paid in 60 equal monthly payments of \$13.02 starting on the Effective Date of the Plan.</p> <p>Until such date that the Allowed Secured Claim is paid in full, the lien shall remain attached to collateral that secures the Claim.</p>
12	<p>Marlin Equipment Finance 300 Fellowship Road Mount Laurel, NJ 08054</p> <p>Secured claim for: Computers, printers and other equipment</p>	NO	Impaired	<p><i>Claims Register #25</i></p> <p>Claim amount: \$6,551.78</p> <p>This Claim is bifurcated into an Allowed Secured Claim in the amount of \$3,400.00 and an Allowed Unsecured Claim in the amount of \$3,151.78.</p> <p>The treatment of the secured portion is spelled out here and the unsecured portion will receive treatment as a Class 16 claim.</p> <p>Adequate protection payments made during the pendency of this case get deducted from the Allowed Secured Claim amount. According to Debtor's records through end of November 2018,</p>

				<p>the sum of \$53.25 has been paid as adequate protection payment to Claimant.</p> <p>The Allowed Secured Claim of \$3,098.53 will accrue interest at 6.00%</p> <p>The Allowed Secured Claim of \$3,151.78 will be paid in 60 equal monthly payments of \$60.93 starting on the Effective Date of the Plan.</p> <p>Until such date that the Allowed Secured Claim is paid in full, the lien shall remain attached to collateral that secures the Claim.</p>
13	<p>Marlin Equipment Finance 300 Fellowship Road Mount Laurel, NJ 08054</p> <p>Secured claim for: Mini Skid Steer</p>	No	Impaired	<p><i>Claims Register #26</i></p> <p>Claim amount: \$35,791.71</p> <p>This Claim is bifurcated into an Allowed Secured Claim in the amount of \$28,800.00 and an Allowed Unsecured Claim in the amount of \$6,991.71.</p> <p>The treatment of the secured portion is spelled out here and the unsecured portion will receive treatment as a Class 16 claim.</p> <p>Adequate protection payments made during the pendency of this case get deducted from the Allowed Secured Claim amount. According to Debtor's records through end of November 2018, the sum of \$2,249.57 has been paid as adequate protection payment to Claimant.</p> <p>The Allowed Secured Claim of \$26,550.43 will accrue interest at 6.00%</p> <p>The Allowed Secured Claim of \$26,550.43 will be paid in 60 equal monthly payments of \$513.29 starting</p>

				<p>on the Effective Date of the Plan.</p> <p>Until such date that the Allowed Secured Claim is paid in full, the lien shall remain attached to collateral that secures the Claim.</p>
14	<p>Marlin Equipment Finance 300 Fellowship Road Mount Laurel, NJ 08054</p> <p>Secured claim for: Ryan Jr. 18” Sod Cutter</p>	No	Impaired	<p><i>Claims Register #27</i></p> <p>Claim amount: \$3,433.82</p> <p>This Claim is bifurcated into an Allowed Secured Claim in the amount of \$2,000.00 and an Allowed Unsecured Claim in the amount of \$1,433.82.</p> <p>The treatment of the secured portion is spelled out here and the unsecured portion will receive treatment as a Class 16 claim.</p> <p>Adequate protection payments made during the pendency of this case get deducted from the Allowed Secured Claim amount. According to Debtor’s records through end of November 2018, the sum of \$181.12 has been paid as adequate protection payment to Claimant.</p> <p>The Allowed Secured Claim of \$1,818.88 will accrue interest at 6.00%</p> <p>The Allowed Secured Claim of \$1,818.88 will be paid in 60 equal monthly payments of \$35.16 starting on the Effective Date of the Plan.</p> <p>Until such date that the Allowed Secured Claim is paid in full, the lien shall remain attached to collateral that secures the Claim.</p>

15	Colonial Savings F.A.	No	Impaired	<p><i>Claims Register #34</i></p> <p>Claim amount: \$433,847.98</p> <p>This Claim is bifurcated into an Allowed Secured Claim in the amount of \$372,625.00 and an Allowed Unsecured Claim in the amount of \$61,222.98.</p> <p>The treatment of the secured portion is spelled out here and the unsecured portion will receive treatment as a Class 16 claim.</p> <p>Adequate protection payments made during the pendency of this case get deducted from the Allowed Secured Claim amount. According to Debtor's records through end of November 2018, the sum of \$30,000.00 has been paid as adequate protection payment to Claimant.</p> <p>The Allowed Secured Claim of \$342,625.00 will accrue interest at 6.00%</p> <p>The Allowed Secured Claim of \$342,625.00 will be paid in 84 equal monthly payments of \$5,005.26 starting on the Effective Date of the Plan.</p> <p>Until such date that the Allowed Secured Claim is paid in full, the lien shall remain attached to collateral that secures the Claim.</p>
Class No.	Party & Party's Claim Description	Impairment	Treatment	
16	General Unsecured Class Claim Amounts as of Petition Date			
	1. Fleetcor Technologies, <i>Claims Register #7</i> , claim amount: \$16,846.55	Impaired	The parties with allowed general unsecured Claims will start receiving payments at the end of the first quarter after the	

	<ol style="list-style-type: none"> 2. On Deck Capital, Inc., <i>Claims Register #8</i>, claim amount: \$43,868.76. <u><i>Even though this Claim was filed as a Secured Claim, it is entirely unsecured due to the fact Colonial Savings, F.A.'s Secured Claim which has priority over this Claim is an undersecured Claim.</i></u> 3. On Deck Capital, Inc., <i>Claims Register #9</i>, claim amount: \$274,938.24. <u><i>Even though this Claim was filed as a Secured Claim, it is entirely unsecured due to the fact Colonial Savings, F.A.'s Secured Claim which has priority over this Claim is an undersecured Claim.</i></u> 4. Mayer Construction, <i>Claims Register #12</i>, claim amount: \$3,867.00 5. SwedenCare USA, <i>Claims Register #13</i>, claim amount: \$382.00 6. George Peters Wholesale Pottery, Inc., <i>Claims Register #15</i>, claim amount: \$847.44 7. Penske Truck Leasing Co., L.P., <i>Claims Register #17</i>, claim amount: \$7,931.16 8. MBS Seed, <i>Claims Register #18</i>, claim amount: \$2,040.00 9. Woodstock Percussion, Inc.; <i>Claims Register #19</i>, claim amount: \$1,871.49 10. American Express National Bank c/o Becket and Lee LLP; <i>Claims Register #20</i>, claim amount: \$47,886.20 11. Kirk Freimuth; <i>Claims Register #22</i>, claim amount: \$11,451.43 	<p>Effective Date of the Plan.</p> <p>Debtor believes based on the dollar figures included in the Plan each allowed general unsecured Claim will be paid approximately 10% of its Claim over a period of 5 years in equal quarterly payments. Therefore, Debtor expects to distribute amongst Class 16 creditors, with allowed Claims, the approximate sum of \$111,600.00.</p> <p>Any holder of a general unsecured Claim, whose Claim on Debtor's Schedules were reflected as disputed, contingent or unliquidated and who did not file a claim before the Bar Date will not receive any distribution under the Plan.</p> <p>Class 16 Claimants will not receive interest on their Claims under the Plan.</p> <p>No checks will be issued until the amount payable is at least \$25.00.</p> <p>Any creditor who fails to cash a check issued to it within 90 days of issuance, will have its check canceled and that specific creditor will no longer receive any payment under the plan.</p>
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	<p>12. Synchrony Bank, <i>Claims Register #28</i>, claim amount: \$7,489.71</p> <p>13. Hermosa Valley Gardens Inc., <i>Claims Register #30</i>, claim amount: \$1,754.60</p> <p>14. Ann Shults, <i>Claims Register #32</i>, claim amount: \$22,000.00</p> <p>15. Colonial Savings F.A., <i>Claims Register #33</i>, claim amount: \$99,938.45</p> <p>16. Colonial Savings F.A., <i>Claims Register #34</i>, claim amount: \$61,222.98</p> <p>17. Ceramo Company, Inc., <i>Claims Register #35</i>, claim amount: \$6,325.58</p> <p>18. Animal Supply Co.; <i>No claim filed</i>; \$8,360.65</p> <p>19. AT&T; <i>No claim filed</i>; claim amount unknown <u><i>This Claim will not receive any disbursement under the plan.</i></u></p> <p>20. Avanti Press, Inc.; <i>No claim filed</i>; \$397.88</p> <p>21. Baby's Greenhouse; <i>No claim filed</i>; \$1,868.00</p> <p>22. Bank of Texas; <i>No claim filed</i>; \$32,865.00</p> <p>23. Bio S.I.; <i>No claim filed</i>; \$852.00</p> <p>24. Bison Media, Inc.; <i>No claim filed</i>; \$1,445.00</p> <p>25. Botanical Interests, Inc.; <i>No claim filed</i>; \$1,088.00</p>		
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	<p>26. Brackett & Ellis; <i>No claim filed</i>; claim amount unknown <u><i>This Claim will not receive any disbursement under the plan.</i></u></p> <p>27. Burpee Garden Products; <i>No claim filed</i>; \$1,100.00</p> <p>28. CAM Commerce Solutions, LLC; <i>No claim filed</i>; claim amount unknown <u><i>This Claim will not receive any disbursement under the plan.</i></u></p> <p>29. Capital One USA, N.A.; <i>No claim filed</i>; \$9,954.94</p> <p>30. Central Garden & Pet; <i>No claim filed</i>; \$29,566.00</p> <p>31. City Dust Mop; <i>No claim filed</i>; \$264.00</p> <p>32. Clint & Sons Wholesale; <i>No claim filed</i>; \$286.02</p> <p>33. CNH Capital; <i>No claim filed</i>; \$709.04</p> <p>34. Comdata Universal Mastercard; <i>No claim filed</i>; \$10,796.98</p> <p>35. David’s Nursery; <i>No claim filed</i>; \$524.40</p> <p>36. David’s Patio, David’s Concrete Innovations; <i>No claim filed</i>; \$1,969.00</p> <p>37. Dynatrap Solutions Worldwide, LLC; <i>No claim filed</i>; \$518.00</p> <p>38. EcoClean Solutions, Inc.; <i>No claim filed</i>; \$2,000.00</p> <p>39. Edible Dallas & Fort Worth; <i>No claim file</i>; \$915.00</p>		
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	<p>40. Erva Tool Mfg., Inc.; <i>No claim filed</i>; \$1,192.19</p> <p>41. Evergreen Enterprises, Inc.; <i>No claim filed</i>; \$75.00</p> <p>42. Fedex Office; <i>No claim filed</i>; \$3.47</p> <p>43. Floral Elixer Company; <i>No claim filed</i>; \$389.39</p> <p>44. Gourment Gardens; <i>No claim filed</i>; \$1,513.02</p> <p>45. Greenleaf Nursery Company; <i>No claim filed</i>; \$30,275.00</p> <p>46. Growe Industries, LLC; <i>No claim filed</i>; \$1,047.37</p> <p>47. Hall Enterprises; <i>No claim filed</i>; \$60.00</p> <p>48. Harry's Greenhouse; <i>No claim filed</i>; \$44,806.60</p> <p>49. HDW Inc.; <i>No claim filed</i>; \$91.37</p> <p>50. Hermosa Valley Gardens, Inc.; <i>No claim filed</i>; \$1,754.00</p> <p>51. Highland Woodcrafters LLC; <i>No claim filed</i>; \$444.00</p> <p>52. Horizon Distributors, Inc; <i>No claim filed</i>; \$71,709.00</p> <p>53. Humalfa; <i>No claim filed</i>; \$4,050.00</p> <p>54. Jackson's Pottery; <i>No claim filed</i>; \$546.00</p> <p>55. James W. Connelley; <i>No claim filed</i>; \$77,940.00</p>		
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	<p>56. John's Greenhouse; <i>No claim filed</i>; \$13,218.00;</p> <p>57. Joyce A. Connelley; <i>No claim filed</i>; \$40,000.00</p> <p>58. Kwik Kopy; <i>No claim filed</i>; \$106.09</p> <p>59. Living Earth, The LETCO Group, LLC; <i>No claim filed</i>; \$10,501.30</p> <p>60. Lowe's Business Account; <i>No claim filed</i>; \$7,421.86</p> <p>61. Moore Consulting; <i>No claim filed</i>; \$8,599.00</p> <p>62. Natures Best; <i>No claim filed</i>; \$864.35</p> <p>63. Neem Pro, Inc.; <i>No claim filed</i>; \$389.00</p> <p>64. Nelson Wholesale Service; <i>No claim filed</i>; \$15,963.66;</p> <p>65. Pest Wizard; <i>No claim filed</i>; \$786.20</p> <p>66. PRI/SMMPP, LLC; <i>No claim filed</i>; \$130.29</p> <p>67. Productivity Plus Account; <i>No claim filed</i>; \$Unknown</p> <p>68. Renee's Garden LLC; <i>No claim filed</i>; \$458.08</p> <p>69. Rico's Plants; <i>No claim filed</i>; \$5,635.00</p> <p>70. Shoppas Material Handling; <i>No claim filed</i>; \$1,148.00</p> <p>71. Stanley Convergent Security Solutions; <i>No claim filed</i>; \$2,174.00</p>		
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	<p>72. Star Telegram; <i>No claim filed</i>; \$1,585.15</p> <p>73. STB123 Services; <i>No claim filed</i>; \$270.00</p> <p>74. Stone Age Creations; <i>No claim filed</i>; \$1,930.00</p> <p>75. Sugarpost; <i>No claim filed</i>; claim amount unknown <u><i>This Claim will not receive any disbursement under the plan.</i></u></p> <p>76. Sun Life Financial; <i>No claim filed</i>; claim amount unknown <u><i>This Claim will not receive any disbursement under the plan.</i></u></p> <p>77. Supreme Pet Supplies, LLC; <i>No claim filed</i>; \$33,923.76</p> <p>78. Terra Products, Inc.; <i>No claim filed</i>; \$3,953.80</p> <p>79. Texas Raw Honey; <i>No claim filed</i>; \$425.85</p> <p>80. Tierra-Derco International; <i>No claim filed</i>; \$3,371.90</p> <p>81. Toland Home Garden; <i>No claim filed</i>; \$886.70</p> <p>82. Trees, USA; <i>No claim filed</i>; \$9,149.00</p> <p>83. Ultimate Gardening, LLC; <i>No claim filed</i>; \$660.00</p> <p>84. Unum Life Insurance Company of America;</p> <p>85. Willow Creek Press; <i>No claim filed</i>; \$204.91</p>		
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	<p>The total general unsecured Claims under the Plan is estimated to be approximately \$1,116,000.00. However, this amount may be reduced based on certain Claims not being Allowed Claims and/or not being entitled to receive distribution under the Plan.</p>		
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**ARTICLE VII
ALLOWANCE AND DISALLOWANCE OF CLAIMS**

7.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

7.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed. Objection to disputed claims shall be filed the later of 60 days after entry of the confirmation order or 30 days after the filing of such disputed claim.

7.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

**ARTICLE VIII
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

8.01 Assumed Executory Contracts and Unexpired Leases.

- (a) The Debtor assumes the following executory contracts and/or unexpired leases upon the effective date of this Plan.

Party	Description of Contract	Election
American Glass, 2224 East Lancaster, Fort Worth, Texas 76103	Commercial Sublease Agreement for the space commonly known as 2224 East Lancaster, Fort Worth, Texas 76103	Assumed

James Marshall, 2216 Hawthorne Ave., Fort Worth, Texas 76110	Commercial Lease Agreement for the space commonly known as 2224 East Lancaster, Fort Worth, Texas 76103	Assumed
Grapevine Nursery, Ltd., a Texas Limited Partnership, c/o Randall Johnston at Harris, Finley & Bogle, P.C. 777 Main Street, Suite 1800 Fort Worth, Texas 76102	Amendment dated October 29, 2018 to Commercial Lease Agreement for the space commonly known 3525 Highway 121 South, Grapevine, Texas 76051	Assumed
Toyota Industries Commercial Finance, c/o Kendal B. Reed, 8080 Park Lane, Suite 700, Dallas 75231	Equipment Lease for fork lift serial # 20667	Assumed

- (b) The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan, upon the effective date of this Plan. A proof of claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than (14) days after the date of the order confirming this Plan.

Party	Description of Contract	Election
Toyota Industries Commercial Finance, c/o Kendal B. Reed, 8080 Park Lane, Suite 700, Dallas 75231	Equipment Lease for fork lift serial # 20668	This lease has been fully consummated, to the extent that it was not, it is Rejected

ARTICLE IX
MEANS FOR IMPLEMENTATION OF THE PLAN

Payments and distributions under the Plan will be funded by future income. The sources of this income consist of income derived from running the business.

ARTICLE X
TAX CONSEQUENCES OF PLAN

Creditors concerned with how the Plan may affect their tax liability should consult with their

own accountants, attorneys, and/or advisors.

ARTICLE XI
CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and at least as much as the creditor would receive in a chapter 7 liquidation case, unless the creditor votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

A. Who May Vote or Object

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor has a right to vote for or against the Plan only if that creditor has a claim that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Plan Proponent believes that classes 1 through 16 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan.

1. What Is an Allowed Claim?

Only a creditor with an allowed Claim has the right to vote on the Plan. For a full definition of the term Claim see the definition section of this Plan. Generally, a claim is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent or un-liquidated, or (2) the creditor has filed a proof of claim, unless an objection has been filed to such proof of claim. When a claim is not allowed, the creditor holding the claim cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a proof of claim in this case was 11/6/14.

2. What Is an Impaired Claim?

As noted above, the holder of an allowed claim has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. *Who is Not Entitled to Vote*

The holders of the following five types of claims are *not* entitled to vote:

- holders of claims that have been disallowed by an order of the Court;
- holders of other claims that are not "allowed claims" (as discussed above), unless they have been "allowed" for voting purposes.
- holders of claims in unimpaired classes;
- holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and
- administrative expenses.

Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.

4. *Who Can Vote in More Than One Class*

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity and should cast one ballot for each claim.

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes, as discussed later in Section [B.2].

1. *Votes Necessary for a Class to Accept the Plan*

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Non-accepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds non-accepting classes is commonly referred to as a "cram down" plan. The Code allows the Plan to bind non-accepting classes of claims if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not

"discriminate unfairly," and is "fair and equitable" toward each impaired class that has not voted to accept the Plan.

You should consult your own attorney if a "cramdown" confirmation will affect your claim, as the variations on this general rule are numerous and complex.

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors who do not accept the Plan will receive at least as much under the Plan as such claim would receive in Chapter 7 liquidation. *See Exhibit A* for details.

D. Feasibility

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. Ability to Initially Fund Plan

The Plan Proponent believes that Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date.

2. Ability to Make Future Plan Payments and Operate Without Further Reorganization

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments. To show ability to fund the Plan, Debtor relies on its operating reports on file with the Bankruptcy Court [ECF No. 37, 45, 49, 53 & 54]. These reports can all be supported by bank statements and other forms of financial reports that have already been provided to the Office of the United States Trustee. In addition, Debtor relies on the proformas attached as **Exhibit B, Exhibit C and Exhibit D**.

The final Plan payment is expected to be paid seven years from the month after the effective date of the plan.

You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.

ARTICLE XII **MODIFICATION OF THE PLAN**

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or re-voting on the Plan.

Upon request of the Debtor, the United States trustee, or the holder of an allowed unsecured

claim, the Plan may be modified at any time after confirmation of the Plan but before completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take account of any payment of the claim made other than under the Plan.

ARTICLE XIII
RETENTION OF JURISDICTION

The business and assets of the Debtor shall remain subject to the jurisdiction of the Bankruptcy Court until the Effective Date. From and after the Effective Date, the Bankruptcy Court shall retain and have exclusive jurisdiction of all matters arising out of, and related to the Chapter 11 Case or this Plan pursuant to, and for purposes of, subsection 105(a) and section 1142 of the Bankruptcy Code and for, among other things, to determine any and all disputes relating to Administrative Expenses, Claims and Equity Interests, including the allowance and amount thereof, and any right to setoff;

13.01 Determine any and all disputes among creditors with respect to their Claims;

13.02 Determine any and all objections to cure amounts required under this Plan;

13.03 Consider and allow any and all applications for compensation for professional services rendered and disbursements incurred up to and including the Confirmation Date;

13.04 Determine any and all applications, motions, adversary proceedings and contested or litigated matters pending on the Effective Date and arising in or related to the Chapter 11 Case or this Plan;

13.05 Remedy any defect or omission or reconcile any inconsistency in this Plan or the Confirmation Order;

13.06 Enforce the provisions of this Plan relating to the distributions to be made under the Plan;

13.07 Issue such orders, consistent with section 1142 of the Bankruptcy Code, as may be necessary to effectuate the consummation and full and complete implementation of this Plan;

13.08 Enforce and interpret any provisions of this Plan;

13.09 Determine such other matters as may be set forth in the Confirmation Order or that may arise in connection with the implementation of this Plan;

13.10 Determine the amounts allowable as Administrative Expenses pursuant to section 503(b) of the Bankruptcy Code;

13.11 Hear and determine any and all adversary proceedings, applications, motions, and

contested or litigated matters that may be pending on the Effective Date or that, pursuant to the Plan, may be instituted after the Effective Date;

13.12 Hear and determine any objections to the allowance of Claims, whether filed, asserted, or made before or after the Effective Date, including, without express or implied limitation, any objections to the classification of any Claim and to allow, disallow or estimate any Contested Claim in whole or in part;

13.13 Hear and determine hear all controversies, suits, and disputes that may relate to, impact upon, or arise in connection with the Plan, the Plan Documents or their interpretation, implementation, enforcement, or consummation;

13.14 Hear and determine any issue for which this Plan or any document related to it which requires a Final Order of the Bankruptcy Court;

13.15 Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

13.16 Hear any other matter not inconsistent with the Bankruptcy Code; and

13.17 Enter a final decree closing the Chapter 11 Case.

If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction or is otherwise without jurisdiction over any matter set forth in Article XII, then, Article XII shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any Court having competent jurisdiction with respect to such matter.

ARTICLE XIV **GENERAL PROVISIONS**

14.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan.

14.02 Severability. If any provision of this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect on any other provision of this Plan.

14.03 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon and will inure to the benefit of the successors or assigns of such entity.

14.04 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

14.05 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Texas govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided for in this Plan.

ARTICLE XV
DISCHARGE

15.01 Discharge. On the confirmation date of this Plan, the Debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the Effective Date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debt: (i) imposed by this Plan; (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure; or (iii) of a kind specified in § 1141(d)(6)(B).

[Intentionally Left Blank]

Approved:

JWCCC, LLC d/b/a Marshal Grain Company

By: /s/ James W. Connelley
Managing Member