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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA**

In re:

**GENERAL GLASS COMPANY, INCORPORATED
Chapter 11**

Case No. 14-20299

Debtor-in-Possession.

DISCLOSURE STATEMENT

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I. INTRODUCTION

This is the disclosure statement (the “Disclosure Statement”) in the small business chapter 11 case of General Glass Company, Incorporated (the “Debtor”). This Disclosure Statement contains information about the Debtor and describes the Co-Sponsored Chapter 11 Plan of Liquidation Filed by Debtor General Glass Company and Creditor Cynthia Smith Dated November 28, 2016 (the “Plan”). A full copy of the Plan is attached to this Disclosure Statement as **Exhibit A. *Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.***

The proposed distributions under the Plan are discussed at pages 6 - 9 of this Disclosure Statement. General unsecured creditors are classified in Class U, and will receive a pro-rata distribution of all funds remaining after payment of administrative and priority claims, estimated at 25% of their allowed claims.

A. Purpose of This Document

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case,
- How the Plan proposes to treat claims or equity interests of the type you hold (*i.e.*, what you will receive on your claim or equity interest if the plan is confirmed),
- Who can vote on or object to the Plan,
- What factors the Bankruptcy Court (the “Court”) will consider when deciding whether to confirm the Plan,
- Why [the Proponents] believe the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

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

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

1. *Time and Place of the Hearing to Finally Approve This Disclosure Statement and Confirm the Plan*

The hearing at which the Court will determine whether to finally approve this Disclosure Statement and confirm the Plan will take place at _____. on _____, _____, at Bankruptcy Courtroom A, 6th Floor Robert C. Byrd U.S. Courthouse, 300 Virginia Street East, Charleston, West Virginia 25301.

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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:

Joe M. Supple
Supple Law Office, PLLC,
801 Viand Street
Point Pleasant, WV 25550

See section IV, A, below for a discussion of voting eligibility requirements.

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 Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon Debtor's Counsel, Joe M. Supple, 801 Viand Street, Point Pleasant, WV 25550 by _____.

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

If you want additional information about the Plan, you should contact Debtor's Counsel, Joe M. Supple, 801 Viand Street, Point Pleasant, WV 25550 by _____.

C. 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. The Court's approval of this Disclosure Statement is subject to final approval at the hearing on confirmation of the Plan. Objections to the adequacy of this Disclosure Statement may be filed until _____.

II. BACKGROUND

A. Description of the Debtor's Business and Events Leading to Bankruptcy

General Glass was founded in 1944 to sell and install commercial glass throughout West Virginia. In recent years, General Glass also provided kitchen and bath design and remodeling services. General Glass was headquartered in Charleston, West Virginia with three store locations: Charleston, Parkersburg, and Morgantown. The Debtor owned the Charleston and Parkersburg locations and previously leased the Morgantown store. The Morgantown lease was rejected and terminated by the Debtor. General Glass ceased all business operations prior to the bankruptcy and is proceeding to liquidate assets for payment of allowed claims.

B. Significant Events During the Bankruptcy Case

In accordance with the previously entered Order of this Court, the Debtor sold all personal property at public auction. The proceeds of the auction were used to satisfy the claim of United Bank, secured by the Debtor's personal property and the Debtor's Parkersburg real estate.

On October 6, 2016, the Debtor sold its Charleston, West Virginia store for the sum of \$800,000. The terms of sale, as approved by the Court, provided for cash at closing in the amount of \$580,000, with the balance secured by a second lien on the Charleston real estate and payable over a term of 60 months at 6.00% interest fixed. Purchaser shall make 59 monthly payments of \$1,319.01, with the remaining balance of the promissory note, due on the 60th month. The first monthly payment in the amount of \$1,319.01 was due on or before November 6, 2016.

The proceeds of sale received at closing were used to satisfy the secured tax liens of the Internal Revenue Service in the amount of \$329,454.38 and the West Virginia State Tax Department in the amount of \$81,038.65. In exchange for receipt of the sale proceeds at closing, the IRS and West Virginia State Tax Department agreed to waive interest that accrued on the secured claims after the bankruptcy filing date. Net sale proceeds in the amount of \$63,000 were paid to the Debtor and will be distributed as set forth in the Plan.

C. Projected Recovery of Avoidable Transfers

The Debtor is unaware of any preference, fraudulent conveyance, or other avoidance actions, and therefore does not intend to pursue the same.

D. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

E. Current and Historical Financial Conditions

1. The identity and fair market value of the estate's assets are listed in the Liquidation Analysis, attached as **Exhibit C**.
2. A projection of Future Cash Receipts and Disbursements of the Debtor is attached hereto as **Exhibit D**.
3. Cash on hand on the effective date of the Plan, attached as **Exhibit E**.

With respect to the financial projections prepared by the Debtor set forth in **Exhibit D**, such projections have been reasonably prepared in good faith and on a basis reflecting the best currently available estimates as to the costs to fully administer the estate over the next five years.

III. SUMMARY OF THE PLAN OF LIQUIDATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. What is the Purpose of the Plan of Liquidation?

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The categories of claims and the estimated finally allowed amounts of such class of claims are set forth on the **List of Creditors attached as EXHIBIT B**. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has *not* placed the following claims in any class:

1. *Administrative Expenses*

Administrative expenses are costs or expenses of administering the Debtor’s chapter 11 case which are allowed under § 507 (a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor’s estimated administrative expenses, and their proposed treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Expenses Arising in the Ordinary Course of Business After the Petition Date	\$ 5,000	Paid in full on the effective date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	\$ -0-	Paid in full on the effective date of the Plan, or according to terms of obligation if later
Professional Fees, as approved by the Court.	\$33,325	Paid in full upon approval by the Court or as otherwise agreed by Debtor and Professional
Clerk’s Office Fees	\$ -0-	Paid in full on the effective date of the Plan

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Other administrative expenses Post-petition pension premiums	\$ 511.70	Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	\$ 5,850	Paid in full on the effective date of the Plan
TOTAL	\$44,686.70	

2. *Priority and Secured Tax Claims*

Priority tax claims are unsecured claims for income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507 (a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief. Section 1129(a)(9)(D) of the Code provides that a secured tax claim which would otherwise meet the description of a priority tax claim under § 507(a)(8) of the Code is to be paid in the same manner and over the same period as prescribed in § 507(a)(8).

Because the tax claims are being paid over a period greater than 5 years from the date of the bankruptcy case filing, tax claims will be classified under class P-4 as impaired and entitled to vote on the plan and will be specifically addressed in section C below.

C. **Classes of Claims and Equity Interests**

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

1. *Classes of Secured Claims.*

Allowed Secured Claims are claims secured by property of the Debtor’s bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under §506 of the Code. If the value of the collateral or setoffs securing the creditor’s claim is less than the amount of the creditor’s allowed claim, the deficiency will be classified as a general unsecured claim, unless otherwise provided in the Plan.

The only remaining secured claim of the Debtor is that of Cynthia Smith and Tamara Rike in the amount of \$263,000. The claim is secured by a deed of trust granted by the Debtor to Cynthia Smith and Tamara Rike of Debtor’s Parkersburg, West Virginia Real Estate. Cynthia Smith is the controlling shareholder of the Debtor and Tamara Rike is the daughter of Cynthia Smith. Cynthia Smith and Tamara Rike agree to release their deed of trust. Therefore, the secured claim of Cynthia Smith and Tamara Rike will be scheduled as general unsecured.

2. **Classes of Priority Claims.**

Priority Claims are debts that the Bankruptcy Code has given priority over all other debts.

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Priority is granted to a certain debt either because the money is owed to the government or because public policy requires it, meaning that Congress has determined that giving the debt priority status suits the public good. §507(a) of the Code sets forth the order by which priority claims are to be paid in a bankruptcy case.

After payment of administrative expenses identified above and after payment of costs of administering this Plan, the Debtor will distribute all net sale proceeds and interest income received to holders of priority claims until all priority claims are paid in full. There are four classes of priority claims, P-1 having first priority of payment and P-4 having last priority of payment. Priority claims for taxes (Class P-4) will be paid 3% interest from the bankruptcy filing date of June 10, 2014 until paid in full. All other priority claims (P-1, P-2, and P-3) will be paid 3% interest from the Effective date of this plan. The following chart lists all priority claim classes and their proposed treatment under the Plan:

<u>Class #</u>	<u>Description</u>	<u>Insider? (Yes or No)</u>	<u>Impairment</u>	<u>Treatment</u>
P-1	Wages and other compensation earned within 180 days prior to the bankruptcy filing pursuant to §507(a)(4). Total Claims \$27,893.21	No	Impaired	Paid in full with 3% interest from Effective Date of Plan. Payment of \$15,000.00 within 30 days after the Effective Date. Quarterly payments of \$3,000. First priority to sale proceeds after payment of administrative claims.
P-2	Unpaid contributions to employee benefit plans earned within 180 days prior to the bankruptcy filing, pursuant to §507(a)(5) Total Claims \$71,562.41	No	Impaired	Paid in full with 3% interest from Effective Date of Plan. Quarterly payments of \$3,000 after class P-1 paid in full. First priority to net sale proceeds after payment of class P-1.
P-3	Prepayments or deposits made to the Debtor for the purchase of property used for personal family or household use, pursuant to §507(a)(7) Total Claims \$3,687.00	No	Impaired	Paid in full with 3% interest from Effective Date of Plan. Quarterly payments of \$3,000 after class P-2 paid in full. First priority to net sale proceeds after payment of class P-2.

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P-4	Claims of Government units for taxes, pursuant to §507(a)(8) Total Claims \$123,351.69	No	Impaired	Paid in full with 3% interest from entry of the order of relief (June 10, 2014) . Quarterly payments of \$3,000 after class P-3 paid in full. First priority to net sale proceeds after payment of class P-3.
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3. *General Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under §507(a) of the Code.

The following chart identifies that Plan’s proposed treatment of unsecured claims against the Debtor;

Class #	Description	Impairment	Treatment
U	General Unsecured Class Total Claims – \$1,544,642	Impaired	Quarterly payments of \$3,000 after class P-4 paid in full. First priority to net sale proceeds after payment of class P-4.

4. *Equity Interest Holders*

Equity interest holders are parties who hold an ownership interest (*i.e.*, equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company (“LLC”), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

The following chart sets forth the Plan’s proposed treatment of the equity interest holder:

Class #	Description	Impairment	Treatment
O	Cynthia Smith 73% Keith Atkinson 22% Bob Spurgeon 5%	Impaired	All shareholders shall be vested with and retain ownership of the outstanding shares. Upon completion of the Plan, the Debtor shall be administratively dissolved.

D. Means of Implementing the Plan

1. Source of Payments

Sale Proceeds from Charleston Real Estate. On October 6, 2016, the Debtor sold its Charleston, West Virginia real estate for the sum of \$800,000. The terms of sale, as approved by the Court, provided for cash at closing in the amount of \$580,000, with the balance secured by a second lien on the Charleston real estate and payable over a term of 60 months at 6.00% interest fixed. Purchaser shall make 59 monthly payments of \$1,319.01, with the remaining balance of the promissory note, due on the 60th month. The first monthly payment in the amount of \$1,319.01 was due on or before November 6, 2016.

The proceeds of sale received at closing were used to satisfy the secured tax liens of the Internal Revenue Service in the amount of \$329,454.38 and the West Virginia State Tax Department in the amount of \$81,038.65. In exchange for receipt of the sale proceeds at closing, the IRS and West Virginia State Tax Department agreed to waive interest that accrued on the secured claims after the bankruptcy filing. Net sale proceeds in the amount of \$63,000 were paid to the Debtor. The \$63,000 will be utilized to pay estimated approved administrative expenses and to make a \$15,000 distribution to Class P-1.

Auction of Parkersburg Real Estate. Within sixty (60) days after the Effective Date of this Plan, the Debtor shall hold a public auction of its real estate located at 1900 12th Avenue Parkersburg, West Virginia. The Parkersburg real estate is currently listed for sale in the amount of \$370,000. Goldman Associates, Inc. of Charleston, West Virginia shall conduct the auction.

Goldman Associates, Inc. has agreed to auction the real estate for a commission equal to 10% of the gross proceeds of sale. An application to employ Goldman Associates and affidavit of disinterest shall be filed with the Court. The Debtor and Goldman Associates have agreed to an advertising budget of \$5,000.00.

As set forth on **Exhibit D**, the Debtor expects to receive monthly revenue of \$1,319.01, representing note payments on the sale of the Charleston real estate. The Debtor's plan provides to distribute \$3,000.00 per calendar quarter to creditors, leaving \$319.01 per month to pay for costs of administering the Plan over a period of five years. Also as set forth on **Exhibit D**, Cynthia Smith, the Debtor's President, will receive \$250.00 per calendar quarter as plan administrator. The Debtor estimates annual postage and office expense of \$600.00, annual accounting fees of \$800.00, and annual legal fees of \$1,600. Upon receipt of the final payment of the Charleston Promissory Note, the Debtor will disburse any remaining funds to creditors in order of priority.

E. Risk Factors

Unanticipated events and circumstances occurring subsequent to the date that the Plan may be approved could affect the amount available for distribution. These unanticipated events include, failure of the Purchaser of the Charleston real estate to pay as agreed. In addition, the Parkesburg real estate may sell at auction for less than expected by the Debtor. These variations could materially and adversely affect the Debtor's ability to make the proposed distributions.

F. Executory Contracts and Unexpired Leases

The Plan, at Article VI, lists all executory contracts and unexpired leases that the Debtor will assume and reject under the Plan. The debtor is aware of no executory contracts and unexpired leases. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance or performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time.

If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of a Lease or Contract Is Ten (10) Days After Entry of the Order Confirming the Plan. Any claim based on the rejection of contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

G. Tax Consequences of Plan

Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.

A holder of an allowed general unsecured claim who receives a dividend on that claim will generally recognize a taxable gain or loss in an amount equal to the difference between the amount realized and the adjusted tax basis in the claim. A loss is generally treated as sustained in the taxable year for which there has been a completed transaction and because the loss can only be allowed as a deduction for the taxable year in which the loss was sustained, a creditor who claims a loss in a wrong taxable year risks denial of such loss. It is recommended that holders of allowed general unsecured claims receiving dividends under the Plan should consult with their tax advisors concerning the character of distributions.

IV. 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 equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder 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 or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Plan Proponent believes that classes S-1, S-1 and U 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 or an Allowed Equity Interest?*

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest 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 unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018 (a) of the Federal Rules of the Bankruptcy Procedure.

The deadline for filing a proof of claim in this case was October 27, 2014.

2. *What Is an Impaired Claim or Unimpaired Equity Interest?*

As noted above, the holder of an allowed claim or equity interest 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 and equity interests are *not* entitled to vote:

1. Holders of claims and equity interests that have been disallowed by an order of the Court;
2. Holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.
3. Holders of claims or equity interests in unimpaired classes;

4. Holders of claims entitled to priority pursuant to §§507(a)(2),(a)(3);
5. Holders of claims or equity interests in classes that do not receive or retain any value under the Plan; and
6. 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 of 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 the 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 ($\frac{1}{2}$) 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 ($\frac{2}{3}$) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds ($\frac{2}{3}$) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. Treatment of Nonaccepting Classes

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by §1129 (b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a “cram down” plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests 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 or equity interest, 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 and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached hereto as **Exhibit C**. As set forth in Exhibit C, the Debtor estimates that creditors will receive at least \$50,000 more under this Plan more than they would in a Chapter 7, saving the commission paid to a Chapter 7 Trustee as well as additional professional fees. There is also a question of whether a Chapter 7 Trustee could or would administer an estate for a period of five years. A Chapter 7 Trustee may sell the Charleston Promissory Note at a discount and therefore distribute even less money to creditors under Chapter 7.

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 the 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. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as **Exhibit E**.

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. The Plan Proponent has provided projected financial information. Those projections are listed in **Exhibit E**.

The Plan Proponents' financial projections show that the Debtor will have an aggregate annual average cash flow, after paying costs of administration, sufficient to make proposed plan payments. The final Plan payment is expected to be paid in 2021.

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

V. EFFECT OF CONFIRMATION OF PLAN

A. DISCHARGE OF DEBTOR

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Discharge. On the confirmation 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 the 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 the kind specified in §1141(d)(6)(B).

B. Modification of 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. The Plan Proponent may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated *and* (2) the Court authorizes the proposed modifications after notice and a hearing.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

Respectively Submitted,

General Glass Company, Inc.

By /s/ Cynthia Smith
Cynthia Smith, President

/s/ Cynthia Smith
Cynthia Smith, Individually

/s/ Joe M. Supple
Joe M. Supple (WV Bar No. 8013)
Supple Law Office, PLLC
801 Viand Street
Point Pleasant, WV 25550
(304) 675-6249
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