

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

In re:

JAMES HENRY EDWARDS,

Debtor and Debtor-in-Possession.

Case No. 16-33547-WRS

Chapter 11

SECOND AMENDED PLAN OF REORGANIZATION UNDER CHAPTER 11
OF THE UNITED STATES BANKRUPTCY CODE
FOR
James Henry Edwards

Date: May 30, 2018

MEMORY & DAY

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ARTICLE I

Introduction

James Henry Edwards, as Debtor and Debtor-in-Possession (“Debtor”), proposes the following First Amended Plan of Reorganization (“Plan”) pursuant to 11 U.S.C. § 1121. ALL CREDITORS AND MEMBERS ARE ENCOURAGED TO CONSULT THE DISCLOSURE STATEMENT PREPARED BY DEBTOR, AS APPROVED BY THE BANKRUPTCY COURT, BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. NO OTHER SOLICITATION MATERIALS, OTHER THAN THE DISCLOSURE STATEMENT, HAVE BEEN AUTHORIZED BY THE BANKRUPTCY COURT FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THIS PLAN.

The purpose of this plan amendment is to provide for the Debtor’s 2017 income tax liability and to amend the treatment of Class Two to comply with the Bankruptcy Code.

ARTICLE II

Definitions

Whenever from the context it appears appropriate, each term stated in either the singular or the plural will include the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender will include the masculine, the feminine, and the neuter. Unless the context requires otherwise, the following words and phrases will have the meanings set forth below when used in initially capitalized form in this Plan:

2.01 “Accrued Professional Compensation” shall mean, at any given moment: (a) all accrued fees for services rendered by all professionals in this Chapter 11 case that the Bankruptcy Court has not yet awarded as compensation, either pursuant to an Interim Order or a Final Order; and (b) all expenses incurred by all professionals in this Chapter 11 case that the Bankruptcy Court has not yet awarded as reimbursement, either pursuant to an Interim Order or a Final Order.

2.02 “Administrative Claim” shall mean a claim for costs and expenses of administration under §§ 503(b), 507(a)(2), or 507(b) of the Bankruptcy Code, including (a) the actual and necessary costs and expenses incurred after the Conversion Date of preserving the Estate and operating the business of the Debtor, such as wages, salaries, or commissions, for services and payments for goods and other services and leased premises; (b) compensation for legal, financial advisory, accounting, and other services and reimbursement of expenses awarded or allowed under §§ 330(a) and 331 of the Bankruptcy Code; (c) all fees and charges assessed against the estate pursuant to 28 U.S.C. § 1930; and (d) obligations designated as allowed administrative expenses pursuant to an Order of the Bankruptcy Court.

2.03 “Allowed Claim” shall mean a claim (1)(a) in respect of which a Proof of claim has been filed with the Bankruptcy Court within the applicable period of

limitation fixed pursuant to FED. R. BANKR. P. 3003(c)(3) or filed thereafter with the Court pursuant to a Final Order, or (1)(b) deemed filed with the Court pursuant to § 1111(a) of the Bankruptcy Code that was not listed as disputed, contingent, or unliquidated as to amount; and (2) in either case, a claim as to which no written objection to the allowance thereof has been interposed within the period of time fixed by the Bankruptcy Code or by Final Order of the Bankruptcy Court, or, if such objection has been interposed, to the extent allowed, in whole or in part, by Final Order of the Bankruptcy Court.

2.04 “Allowed Interest” shall mean an interest in the Debtor to the extent that such interest is listed in the Schedule of Assets and Liabilities or the Statement of Financial Affairs of the Debtor on the Confirmation Date -- provided, however, that a timely filed Proof of Interest shall supersede any such listing -- and, in either case, an interest as to which no written objection to the allowance thereof has been interposed within the time period fixed by the Bankruptcy Code or by Final Order of the Bankruptcy Court, or, if any such objection is interposed, to the extent allowed, in whole or in part, by the Final Order of the Bankruptcy Court.

2.05 “Ballot” shall mean, with respect to any class of claims or Allowed Interests that are impaired and entitled to vote under this Plan, the forms being distributed to Holders of Claims or Allowed Interests to be used for showing acceptance or rejection of the Plan concerning the solicitation of votes on the Plan proposed by Debtor.

2.06 “Bankruptcy Code” shall mean Title 11 of the United States Code, as well as applicable portions of Titles 18 and 28 of the United States Code.

2.07 “Bankruptcy Court” shall mean the United States District Court having jurisdiction over this Chapter 11 case and, to the extent of any reference made pursuant to 28 U.S.C. § 157 and the general Order of Reference of such District Court, pursuant to 28 U.S.C. § 151, the bankruptcy unit of such District Court.

2.08 “Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure (“FED. R. BANKR. P.”), as amended from time to time, as applicable to this bankruptcy case, promulgated under 28 U.S.C. § 2075, and the general and local rules of the Bankruptcy Court.

2.09 “Bar Date” shall mean the date for filing of Proofs of Claims, related to any claim as set forth in the Bar Date Order. The court established a claims bar date of **September 15, 2017**, for Non-Governmental Units.

2.10 “Bar Date Order” shall mean that Order of the Bankruptcy Court disposing of the Debtor’s motion for an Order establishing a Bar Date for filing Proofs of Claim with the Clerk of the Bankruptcy Court.

2.11 “Business Day” shall mean any day other than a Saturday, Sunday, or a legal holiday, as defined in FED. R. BANKR. P. 9006(a).

2.12 “Cash” shall mean cash, cash equivalents, and readily marketable securities or instruments, including, but not limited to, bank deposits, certified or cashier’s checks, time certificates of deposits issued by any bank, commercial paper, and readily marketable direct obligations of the United States of America or agencies or instrumentalities thereof.

2.13 “Causes of Action” shall mean any and all accounts, contracts rights, general intangibles, and any and all rights, claims, or causes of action of any kind, whether legal or equitable, of the Debtor for affirmative recovery of cash or other property of the estate (whether such causes of action are the subject of presently pending lawsuits, adversary proceedings, appeals, or otherwise) that accrue prior to or after the Confirmation Date, whether from mailers that occurred prior to or after the Confirmation Date, including, without limitation, any rights or claims under §§ 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code and any state law rights or claims belonging to the Debtor.

2.14 “Claim” shall mean (a) any right to (i) payment from the Debtor, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, or (ii) an equitable remedy for breach of performance if such breach causes a right to payment from the Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, or (b) any claim arising any time before the Confirmation Date for the alleged responsibility of the Debtor for any environmental conditions arising from an event that occurred before the Confirmation Date, despite when the clean-up of such environmental condition commenced. When used with respect to any litigation, the term “Claim” will also include any claim that has been or could be asserted in such litigation. Notwithstanding anything to the contrary set forth in this Plan, for purposes of this Plan, the term “Claim” will have the broadest possible meaning permitted by applicable law.

2.15 “Claimant” or “Claim Holder” shall mean the Holder of a Claim.

2.16 “Class” shall mean a category of Holders of Claims or Interests that are substantially similar to other Holders of Claims or Interests in such category.

2.17 “Committee” shall mean the Official Unsecured Creditors’ Committee. No Official Unsecured Creditors’ Committee has been appointed to serve in this bankruptcy case.

2.18 “Confirmation” shall mean the entry of the Confirmation Order.

2.19 “Confirmation Date” shall mean the date upon which the Confirmation Order is entered and docketed by the Bankruptcy Court, within the meaning of FED. R. BANKR. P. 5003 and 9021.

2.20 “Confirmation Order” shall mean the Order of the Bankruptcy Court confirming the Plan pursuant to §1129 of the Bankruptcy Code.

2.21 “Convenience Claim” shall mean any unsecured claim against the Debtor that is equal to or less than \$250.00 or any unsecured claim in excess of \$250.00 as to which the holder of such Claim elects, in writing, within the time periods stated in the Plan, to reduce said Claim to \$250.00.

2.22 “Conversion Date” shall mean **June 13, 2017**.

2.23 “Debtor” shall mean **James Henry Edwards**, the debtor in this Chapter 11 case.

2.24 “Debtor-in-Possession” or “DIP” shall mean the Debtor in the Chapter 11 case who is exercising rights pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

2.25 “Debtor’s Assets” shall mean any and all property of the bankruptcy estate as defined by § 541(a) of the Bankruptcy Code, including, without limitation, any and all rights, claims, and interests of the Debtor in any real or personal property, together with any and all tangible or intangible property of any kind or nature.

2.26 “Disclosure Statement” shall mean the Disclosure Statement for the Plan of Reorganization for the Debtor under Chapter 11 of the Bankruptcy Code, as amended, supplemented, or modified from time to time, that is prepared and distributed in accordance with § 1125 of the Bankruptcy Code, FED. R. BANKR. P. 3018, and other applicable law.

2.27 “Disputed Claim” shall mean a Claim or any portion thereof, as to which written objection to the allowance or classification thereof has been timely filed by any party in interest and as to which no Final Order sustaining such objection or allowing or disallowing such Claim, in whole or in part, has been entered by the Court. A Claim shall also be considered a Disputed Claim if (a) the amount of any Proof of Claim filed exceeds the amount listed by the Debtor in its Schedules, (b) the Schedules list such claim as disputed, contingent, or unliquidated, or (c) there is a dispute as to the classification of such claim.

2.28 “Distribution” shall mean payment to the various Holders of Allowed Claims and Interests as provided in this Plan.

2.29 “Effective Date” shall mean the first Business Day of the first calendar month following thirty (30) calendar days after the Confirmation Date on which no stay of the Confirmation Order is in effect and the conditions precedent to the occurrence of the Effective Date have either been satisfied or waived by such date and shall be the date upon which the Plan will be commenced.

2.30 “**Entity**” shall mean an Entity as defined in § 101(15) of the Bankruptcy Code.

2.31 “**File**” or “**Filed**” shall mean submit or submitted to the Bankruptcy Court in this Chapter 11 proceeding.

2.32 “**Final Decree**” shall mean the decree contemplated under FED. R. BANKR. P. 3022.

2.33 “**Final Order**” shall mean an Order or Judgment of the Bankruptcy Court or other Court of competent jurisdiction with respect to the subject matter, that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been Filed has been resolved by the highest court to which the Order or Judgment was appealed or from which certiorari was sought.

2.34 “**Holder**” shall mean a Person or Entity holding a Claim or Interest that was listed in Debtor’s Schedules or Filed with the Court, or the Person or Entity to whom such Claim or Interest was last transferred pursuant to a Final Order or Final Judgment of the Court substituting the transferee for the prior Holder thereof.

2.35 “**Impaired**” shall mean any Claim or Interest impaired within the meaning of § 1124 of the Bankruptcy Code.

2.36 “**Person**” shall mean an individual, corporation, partnership, joint venture, trust, estate, unincorporated organization, governmental unit, or any agency or political subdivision of a governmental unit.

2.37 “**Petition Date**” shall mean **December 16, 2016**.

2.38 “**Plan**” shall mean the Plan of Reorganization by **James Henry Edwards**, either in its present form, or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code and the Bankruptcy Rules.

2.39 “**Priority Claim**” shall mean any Allowed Unsecured Claim entitled to priority under § 507(a)(3) through and including § 507(a)(8).

2.40 “**Priority Tax Claim**” shall mean a Claim of a governmental unit of the kind specified in § 507(a)(8) of the Bankruptcy Code.

2.41 “**Pro Rata**” shall mean the same proportion that the amount of any Allowed Claim or Interest in a Class bears to the aggregate amount of all Claims

or Interests in such Class, including in such aggregate amount both the Allowed Claims and any then-unresolved Disputed Claims in such Class as of the date of any distribution payment pursuant to the Plan.

2.42 “Rejection Claim” shall mean any Allowed Claim arising out of the rejection of a lease or executory contract pursuant to § 365(h) of the Bankruptcy Code.

2.43 “Reorganized Debtor” shall mean the Debtor or any successor thereto on or after the Effective Date.

2.44 “Schedules” shall mean the Schedules of Assets and Liabilities, Schedules of Executory Contracts, and the Statement of Financial Affairs that the Bankruptcy Court requires the Debtor to file pursuant to § 521 of the Bankruptcy Code and the Bankruptcy Rules, as they may be amended and supplemented from time to time.

2.45 “Secured Claim” shall mean a Claim that is secured by a lien on property in which the estate has an interest, in which (a) said lien is valid, perfected, and enforceable under applicable law or by reason of a Final Order, or (b) that is subject to setoff under § 553 of the Bankruptcy Code, to the extent of the value of the Claim Holder’s interest in such property or to the extent of the amount of the subject to setoff, as applicable, as determined pursuant to § 506(a) of the Bankruptcy Code or as a Claim Allowed under the Plan as a Secured Claim.

2.46 “Unsecured Claim” shall mean any Allowed Claim against the Debtor, other than an Administrative Claim, Priority Claim, Secured Claim, or an Equity Interest Claim.

ARTICLE III

Classification of Claims

A. Classification of Claims

1. **Class One (Administrative Expenses).** This class is composed of administrative claims that include costs, expenses, and professional fees. This class is composed of MEMORY & DAY and Vogel & Associates, P.C. **This is a non-voting class.**
2. **Class Two (Priority Taxes).** This class consists of persons or entities that claim the priority payment of taxes and other amounts due governmental agencies. This class is composed of the Internal Revenue Service and the Alabama Department of Revenue. **This is a non-voting class.**
3. **Class Three (Exeter Finance Corporation).** This class consists of the secured claim of Exeter Finance Corporation. This class is impaired and therefore **is a voting class.**

4. **Class Four (M&T Bank).** This class consists of the secured claim of M&T Bank. This class is impaired and therefore **is a voting class.**
5. **Class Five (Tax Liens).** This class consists of claims filed by governmental agencies that are secured by one or more tax liens to the extent they attach to the Debtor's property. This class is composed of the Internal Revenue Service and the Alabama Department of Revenue. This class is impaired and therefore **is a voting class.**
6. **Class Six (Unsecured/Undersecured).** This class consists of wholly unsecured claims and the unsecured portion of undersecured claims, including general unsecured claims held by the Internal Revenue Service, the Alabama Department of Revenue, and the Connecticut Department of Revenue. This class is impaired and therefore **is a voting class.**

B. Treatment of Classes

The classes of claims set forth in above shall be treated in the following manner:

GENERAL: Except as otherwise provided below and elsewhere in the Plan, and except as otherwise agreed by the claimant, property to be distributed under the Plan (a) shall be distributed on or as soon as practical after the Effective Date to each holder of an Allowed Claim or an Allowed Interest that is an Allowed Claim or Allowed Interest as of the Effective Date; and (b) shall be distributed to each holder of an Allowed Claim or Allowed Interest that is allowed after the Effective Date to the extent allowed on the later of one hundred eighty (180) calendar days after the Effective Date; or thirty (30) calendar days after the order allowing the Claim or Interest becomes a Final Order; or as specified in the Plan itself and the class to which the holder of the Allowed Claim or Interest is placed.

CLASS ONE (Administrative Expenses): Each holder of an Allowed Administrative Expense Claim shall be paid in full, in cash, from proceeds possessed by the confirmed Debtor on the later of (i) the Effective Date, (ii) thirty (30) days after the order allowing the Claim becomes a final order, or (iii) upon such other terms as may be agreed upon by the holder of said claim; provided, however, that administrative expense claims incurred post-conversion in the normal course of the Debtor's business shall be paid in accordance with the terms pursuant to which said obligations were incurred. The total amount of administrative expense claims is estimated to be:

MEMORY & DAY: approximately \$20,000.00, plus anticipated future services to confirmation order estimated at approximately \$5,000.00. However, this estimation is conditioned upon events surrounding confirmation. A final application will be filed with the Bankruptcy Court and submitted for approval.

Vogel & Associates, P.C.: approximately \$5,000.00. This estimation is conditioned upon events surrounding confirmation. A final application will be filed with the Bankruptcy Court and submitted for approval.

Internal Revenue Service: \$24,363.76 for income tax liability incurred in 2017. This will be fully paid at 5% over five months at \$4,933.83 per month, with payments beginning 30 days after the Effective Date.

Alabama Department of Revenue: \$4,702.81 for income tax liability incurred in 2017. This will be fully paid at 5% over five months at \$952.35 per month, with payments beginning 30 days after the Effective Date.

THIS IS A NON-VOTING CLASS pursuant to 11 U.S.C. § 1123(a)(1).

CLASS TWO (Priority Taxes): The governmental agencies holding priority claims payable pursuant to 11 U.S.C. § 507(a)(8) are as follows:

The Internal Revenue Service holds a priority tax claim totaling \$95,900.84 for unpaid income tax for years 2013, 2014, 2015, and 2016. The Priority Tax Claims of the Internal Revenue Service will be fully paid at 5% over 36 months at \$2,874.23 per month, with payments beginning six months after the Effective Date.

The Alabama Department of Revenue holds priority tax claims totaling \$13,411.70 for unpaid income taxes for years 2014, 2015, and 2016. The Priority Tax Claims of the Alabama Department of Revenue will be fully paid at 5% over 36 months at \$401.96 per month, with payments beginning six months after the Effective Date.

THIS IS A NON-VOTING CLASS pursuant to 11 U.S.C. § 1123(a)(1).

CLASS THREE (Exeter Finance Corporation): This class consists of the secured claim of Exeter Finance Corporation, which is secured by the Debtor's 2006 BMW M6. The Debtor had been making the full contract payments in the amount of \$548.42 per month since filing his petition. However, in late March 2018, the Debtor was involved in a wreck with this vehicle, which was declared a total loss by the Debtor's insurer. The Debtor intends to use insurance proceeds payable from the loss of the vehicle to fully satisfy this claim and will apply any excess proceeds toward administrative expenses and plan payments.

THIS CLASS IS IMPAIRED AND THEREFORE IS A VOTING CLASS.

CLASS FOUR (M&T Bank): This class consists of the secured claim of M&T Bank. This claim is secured by a lien on the Debtor's 1981 Pilothouse boat. The Debtor has been making the full contract payments in the amount of \$314.39 per month since filing his petition; the current amount owed on the claim is \$2,067.52. This claim will be treated as fully secured

and fully paid at 4% over 60 months at \$38.08 per month, with payments beginning 30 days after the Effective Date. Upon completion of payments to M&T Bank, original titles will be returned to the Debtor and the liens will be released.

THIS CLASS IS IMPAIRED AND THEREFORE IS A VOTING CLASS.

CLASS FIVE (Tax Liens): This class consists of claims for unpaid income tax held by governmental agencies that are secured by tax liens, issued pursuant to 26 U.S.C. § 6321 or comparable state law, that are attached to the Debtor's equity in his real and personal property (valued at approximately \$75,000.00). The creditors holding claims within Class Five are as follows:

The Internal Revenue Service holds a secured claim in the amount of \$66,816.38 for unpaid income taxes for years 2005 and 2006. This claim will be treated as fully secured with a 4.25% interest rate and will be paid over 60 months at \$1,260.91 per month, with payments to begin six months after the Effective Date. Upon completion of payments to the Internal Revenue Service, the tax lien(s) securing its claim in Class Five will be released.

The Alabama Department of Revenue holds secured claims for unpaid income taxes in the amount of \$151.94 for year 2012 and \$6,002.74 for year 2013. These claims will be treated as fully secured with a 4.25% interest rate and will be paid over 60 months at \$114.04 per month, with payments to begin six months after the Effective Date. Upon completion of payments to the Alabama Department of Revenue, the tax lien(s) securing its claims in Class Five will be released.

THIS CLASS IS IMPAIRED AND THEREFORE IS A VOTING CLASS.

CLASS SIX (Unsecured and Undersecured Claims): This class consists of claims actually and timely filed pursuant to 11 U.S.C. §§ 501 and 502(b)(9), or treated as filed pursuant to 11 U.S.C. § 1111(a), that are not secured by property of the estate, or that represent the difference between the overall secured claim and the value of the collateral securing that claim. The claims that comprise Class Six total \$396,921.58.

This class will be fully paid over a period of 120 months. No plan payments will be applied to Class Six for the first five months after the Effective Date. Plan payments will start being applied to Class Six, in the amount of \$543.31 per month, six months after the Effective Date and will continue at that amount for 36 months; the applied plan payments will then increase to \$3,819.50 per month for the next 24 months, and then increase to \$5,194.45 per month for the remaining 55 months. Plan payments applied to Class Six will be held in trust by MEMORY & DAY until a distribution to unsecured creditors occurs. Distributions will be made annually within thirty days after the anniversary of the Effective Date and will be divided pro rata among the holders of claims comprising Class Six.

THIS CLASS IS IMPAIRED AND THEREFORE IS A VOTING CLASS.

ARTICLE IV

Acceptance or Rejection of the Plan

5.01 Voting Classes. Each holder of an allowed claim in Classes Three and Four shall be entitled to vote to accept or reject the Plan, unless otherwise ordered by the Court.

5.02 Non-Voting. Classes One and Two are non-voting classes.

5.03 Confirmability of the Plan. The confirmation requirements of § 1129 of the Bankruptcy Code must be satisfied with respect to the Debtor and the Plan. If the Court determines that any provisions of the Plan are prohibited by the Code, or renders the Plan unconfirmable under § 1129 of the Code, the Debtor reserves the right to sever such provisions from the Plan, and to request that the Plan, as so modified, be confirmed.

5.04 Non-consensual Confirmation. N/A

5.05 Controversy Concerning Impairment. In the event of a controversy as to whether any class of claims or interests is impaired under the Plan, the Court will, after notice and an opportunity for hearing prior to Confirmation Date, determine such controversy.

ARTICLE V

Means of Execution and Implementation

6.01 Plan Payments. The Debtor will make payments from income paid from salary and distributions by his psychiatry practice, Analytic Options, P.C.

6.02 Income Source. See Paragraph 6.01.

6.03 Objections. Unless the Court establishes another date, any objections to the allowance or classification of any claim or interest shall be filed within thirty (30) business days of the Effective Date or be forever barred from filing such an objection.

6.04 Default. Any payment required to be made upon the Plan shall not be in default if any such payment is made within thirty (30) days to the payment date provided under the Plan after written notice of default.

6.05 Release and/or Assignment of Causes of Action. On the Effective Date all rights, claims, and Causes of Action pursuant to (i) §§ 541, 542, 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code and (ii) all other claims and Causes of Action of the Debtor against any holder of a claim herein and against any third party shall be preserved and become property of the Reorganized Debtor. On the Effective Date, the Reorganized Debtor shall be deemed the representative of the estate under § 1123(b) of the Bankruptcy Code and will be

authorized to commence and prosecute any and all Causes of Action that could have been asserted by the estate. The Reorganized Debtor may pursue such causes of action with the Court or any other court having jurisdiction and may retain such counsel, accountants, or other persons as the Reorganized Debtor deems necessary in connection therewith, or in connection with liquidation of estate property or performance of the responsibilities of the Reorganized Debtor. All recoveries, if any, received from or in respect of the causes of action, whether by settlement, judgment, or otherwise, shall become the property of the Reorganized Debtor to be distributed pursuant to the terms of the Plan. The cost and expenses, including legal fees and disbursements, incurred in connection with the prosecution of such causes of action, shall be paid by the Reorganized Debtor, without necessity of approval by the Court. From and after the Effective Date, the Reorganized Debtor shall litigate any avoidance or recovery actions and any other causes of action or rights to payments of claims that belong to the Debtor and have not been released herein, that may be pending on the Effective Date or instituted by the Reorganized Debtor after the Effective Date.

6.06 Conditions Precedent. Entry of a Confirmation Order, in a form and substance satisfactory to the Debtor and parties of interest, is the only condition precedent to the occurrence of the Effective Date of the Plan.

6.07 Discharge. The Debtor expects to complete personal financial management counseling and request an order of final discharge within ten years.

ARTICLE VI

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ARTICLE VII

Executory Contracts and Unexpired Leases

8.01 Scheduled Claims

The Debtor has scheduled the following leases/executory contracts in his petition:

Name and Address of Other Parties to Lease	Description of Lease	Assumed	Rejected
Louis Wilson, d/b/a Wilrow, LLC 19343 Scenic Hwy. 98 Fairhope, AL 36532	Lease of apartment for \$1,750.00 per month.	X	
East Bay Mini Storage Facility 28250 U.S. Hwy. 98	Executory contract for storage of personal items for \$160.00 per month.	X	

Daphne, AL 36526			
Jones Canvas & Interiors 27011 Canal Road Orange Beach, AL 36561	Executory contract for storage of boats for \$100.00 per month.	X	

8.02 Treatment of Claims

Entry of the Confirmation Order shall constitute the approval of the acceptance and assumption of the executory contracts, unexpired leases, or post-petition leases, entered into in the ordinary course of business, pursuant to §§ 365(a) and 1123(b)(2) of the Bankruptcy Code and outlined hereinabove.

If the rejection of an executory contract or unexpired lease pursuant to the Plan gives rise to a Claim by the other parties to such contract or lease, such Claim shall be forever barred and shall not be enforceable against the Debtor, the Reorganized Debtor, its respective successors, estates, and property unless (1) a Proof of Claim is filed with the Bankruptcy Court within (a) thirty (30) days after the Confirmation Date; or (b) thirty (30) days after the entry of a Final Order approving such rejection; or (2) otherwise ordered by the Bankruptcy Court or otherwise provided for in the Plan. Claims arising from the rejection of executory contracts or unexpired leases will be treated as General Unsecured Claims in the Plan.

ARTICLE VIII

Retention of Jurisdiction

9.01 Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 case after the Effective Date as is legally permissible to:

a.) allow, disallow, determine, liquidate, classify, estimate, or establish the priority, or secured or unsecured status, of any Claim, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of Claims;

b.) grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Confirmation Date;

c.) resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which the Debtor is a party, or with respect to which the Debtor may be liable, and to hear, determine, and, if necessary, liquidate any Claims arising therefrom;

d.) ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan and resolve any disputes concerning any distributions contemplated in or relating to the Plan;

e.) decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving the Debtor that may be pending on the Effective Date;

f.) enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

g.) resolve any cases, controversies, suits, or disputes that may arise in connection with the Consummation, interpretation, or enforcement of the Plan, or any Person's or Entity's obligations incurred in connection with the Plan;

h.) issue injunctions, or enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with Consummation or enforcement of the Plan, except as otherwise provided herein;

i.) resolve any cases, controversies, suits, or disputes with respect to the releases, injunction, and other provisions contained in the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunction, and other provisions;

j.) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

k.) determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

l.) enter an order placing the Chapter 11 case on the Administrative Docket for 10 years; and,

m.) enter an order returning the case to the active docket and entering a final order of discharge.

ARTICLE IX

Effects of Confirmation

10.01 Binding Effect. Except as otherwise expressly provided herein, on or after the Effective Date, the terms of the confirmed Plan of Reorganization shall bind all holders of claims and interests, whether or not they accept the Plan.

10.02 Discharge. Except as otherwise expressly provided in § 1141 of the Bankruptcy Code or the Confirmed Plan, the distributions made pursuant to the Plan will be in full and final satisfaction, settlement, release, and discharge as against the Debtor or any of its assets or properties, or any debt that arose before the Confirmation Date and any debt of a kind specified in §§ 502(g), (h), or (i) of the Code and all claims and interests of any nature,

including, without limitation, any interest accrued thereon from and after the Petition Date, whether or not (i) a Proof of Claim or Proof of Interest based on such debt, obligation, or interest was filed or deemed filed under § 501 of the Code, or (ii) such claim or interest is an allowed claim or interest under § 502 of the Code, or (iii) the holder of such claim or interest has accepted the Plan.

10.03 Default of Tax Debt.

(A) If the Debtor fails to make payment of any tax to the Internal Revenue Service within 30 days of the due date of such deposit or payment, or if the Debtor or the successor in interest fails to file any required federal 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 successor in interest or debtor is in default.

(B) If the United States declares the Debtor or the successors in interest to be in default of the Debtor's obligations under the Plan, then the entire imposed liability, together with any unpaid current liabilities, shall become due and payable immediately upon written demand to the debtor or the successor in interest.

(C) If full payment is not made within 30 days of such demand, the administrative collection powers and the rights of the United States will 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 Notice of Federal Tax Lien and the powers of levy, seizure, and sale under Title 26 of the United States Code.

10.04 Post-Confirmation Injunction. Except as set forth herein, on or after the Confirmation Date, every holder of a claim or interest against the Debtor shall be precluded and permanently enjoined from asserting against the Debtor, its officers, directors, professionals, agents, and their respective assets or properties, any further claim based on any document, instrument, judgment, award, order, act, omission, transaction, or other activity of any kind or nature that occurred prior to the Confirmation Date.

10.05 Committee. The appointment of all Committees, if any, will automatically terminate on the Effective Date of the Plan.

10.06 Post-Confirmation Evidence of Claims and Interests. Except as otherwise provided herein, upon the Effective Date, all notes, certificates, and the evidence of claims or interests shall represent the only right to participate in distributions made pursuant to the Plan.

10.07 Continuation of Injunctions and Stays. Except as otherwise provided herein, all injunctions, liens, or stays ordered in the Bankruptcy Case, pursuant to §§ 105 and 362 of the Code or otherwise in existence on the Petition Date, and existent immediately prior to the Confirmation Date shall remain in full force and effect until the Effective Date.

10.08 Rights of Action. Any rights or causes of action accruing to the Debtor and not otherwise released herein, shall become assets of the Debtor. The Debtor may pursue those

rights or causes of action as appropriate, in accordance with what is in the best interests, and for the benefit of those creditors that will distribution from estate assets.

ARTICLE X

Miscellaneous Provisions

11.01 Payment of Fees and Expenses of Professional Persons. After the Confirmation Date, Debtor will, in the ordinary course of business and without the necessity of approval by the Bankruptcy Court, pay the reasonable post-Confirmation Date fees and expenses of the professional persons employed by Debtor related to the implementation and confirmation of the Plan. No such fees and expenses will be paid, however, except upon receipt by the Debtor of a written invoice from the professional person, seeking a fee and expense reimbursement.

11.02 Disputed Claims. As soon as practicable, but in no event later than one-hundred eighty (180) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court, objections to Claims will be filed with the Bankruptcy Court and served upon the holders of each of the Claims to which objections are made.

On and after the Effective Date, the objecting to, disputing, defending against, and otherwise opposing, and the making, asserting, filing, litigating, settling, or withdrawing of all objections to Claims will be the exclusive responsibility of the Reorganized Debtor.

Notwithstanding any other provision in the Plan, no payment or distribution will be made with respect to any Claim to the extent it is a Disputed Claim unless and until such Claim becomes an Allowed Claim.

The amount of any Disputed Claim, and the rights of the holder of such Claim, if any, to payment in respect thereof will be determined by the Bankruptcy Court, unless it shall have sooner become an Allowed Claim.

Pursuant to a non-appealable final Order, distribution will be made in accordance with the Plan to the holder of such Claim based upon the amount of the Allowed Claim.

11.03 Distributions, Delivery, Unclaimed.

a.) Delivery of Distributions in General: Distributions to Holders of Allowed Claims shall be made at the address of the Holder of such Claim as indicated on records of the Debtor. Except as otherwise provided by the Plan or the Bankruptcy Code, distributions shall be made in accordance with the provisions of the applicable indenture, participation agreement, loan agreement, or analogous instrument or agreement, if any, and distributions will be made to any Holders of record as of the Distribution Date.

b.) Undeliverable Distributions:

1.) Holding of Undeliverable Distributions. It is the responsibility of the Holders of Allowed Claims to keep the Debtor apprised of their current mailing addresses. If any Allowed Claim Holder's distribution is returned to the Reorganized Debtor as undeliverable, no further distributions shall be made to such Holder unless and until the Reorganized Debtor is notified, in writing, of such Holder's then-current address, such that the distribution becomes deliverable. Undeliverable distributions shall remain in the possession of the Reorganized Debtor pursuant to the Plan until such time as a distribution becomes deliverable. Undeliverable payments shall not be entitled to any interest, dividends, or other accruals of any kind.

2.) Failure to Claim Undeliverable Distributions. In an effort to ensure that all Holders of Allowed Claims receive their allocated distributions, the Reorganized Debtor may file with the Bankruptcy Court a listing of Holders of undeliverable distributions. Any Holder of an Allowed Claim that does not assert a Claim pursuant to the Plan for an undeliverable distribution within five years after the date the Claim holder's distribution is returned as undeliverable, or 90 days after the date of the final distribution under the Plan, whichever occurs earlier, shall have his, her, or its Claim for such undeliverable distribution discharged and shall be forever barred from asserting any such Claim against the Reorganized Debtor or its property. In such cases, any payments held for distribution because of such Claims shall be property of the Reorganized Debtor, free of any restrictions thereon. Nothing contained in the Plan shall require the Reorganized Debtor to attempt to locate any Holder of an Allowed Claim.

c.) Unclaimed Funds: If the Holder of any Allowed Claim fails to negotiate his, her, or its distribution check within 90 days after the date the check is mailed, the Debtor may stop payment on said check and may, in his discretion, mail no further distribution checks to that Claim Holder until the Claim Holder notifies the Debtor and provides an updated, valid mailing address. If the Claim Holder does not notify the Debtor and provide an updated, valid mailing address within five years after the unnegotiated check was mailed or 90 days after the final distribution under the Plan, whichever occurs earlier, the Claim Holder shall have his, her, or its Claim discharged and shall be forever barred from asserting any such claim against the Reorganized Debtor or its property. In such cases, any payments held for distribution because of such Claims shall be the property of the Reorganized Debtor, free of any restrictions thereon.

11.04 Timing and Calculation of Amounts to be Distributed. Beginning on the Effective Date, the Reorganized Debtor, in its sole discretion and as frequently, soon, reasonably practicable, and efficiently under the circumstances, shall make the distributions to Holders of Allowed Claims in accordance with the Plan.

11.05 De Minimis and Fractional Distributions. No cash payment of less than TEN AND NO/100 (\$10.00) DOLLARS shall be made by the Reorganized Debtor because of any Allowed Claim, unless a specific request therefore is made, in writing, by the Holder of such Claim. In the event a Holder of an Allowed Claim is entitled to distribution that is not a whole dollar number, the actual payment or issuance made will reflect a rounding of such fractional portion of such distribution down or up to the nearest whole dollar but, in any case, not to result in a distribution that exceeds any allowable total distribution authorized by the Plan.

11.06 Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930, as agreed between the Debtor and the Bankruptcy Administrator or determined by the Bankruptcy Court at the hearing pursuant to § 1128 of the Bankruptcy Code, shall be paid on the Effective Date or as soon thereafter as reasonably possible.

11.07 Governing Law. Unless otherwise agreed in writing, or mandated by Federal Law, the laws of the State of Alabama shall govern the construction and implementation of the Plan and all agreements, documents, and instruments executed in connection with the Plan.

11.08 Binding Effect. The Plan, as amended or modified, upon becoming final and non-appealable, will be binding upon and inure to the benefit of the Debtor, the holders of Claims and Equity Interest, and their respective successors and assigns.

11.09 Service of Documents. Any pleading, notice, or other document required by the Plan to be served on or delivered to the Reorganized Debtor shall be sent by first class U.S. mail, postage prepaid to:

James Henry Edwards
7956 Vaughn Road
Montgomery, AL 36116

With copies to:

Wm. Wesley Causby
MEMORY & DAY
P.O. Box 4054
Montgomery, AL 36103

11.10 Amendments or Modification of the Plan; Severability. Proponent/Debtor may alter, amend, or modify the treatment of Claims provided for under the Plan; provided, however, that the holders of such Claims agree or consent to any such alteration, amendment, or modification. In the event that the Bankruptcy Court determines, prior to the Confirmation Hearing, that any provision in the Plan is invalid, void, or unenforceable, such provision will be invalid, void, or unenforceable with respect to the holder or holders of such Claims or Equity Interests as to which the provision is determined to be invalid, void, or unenforceable. The invalidity, voidness, or unenforceability of any such provision will in no way limit or affect the enforceability and operative effect of any other provisions of the Plan.

11.11 Notices. (Left Blank Intentionally)

11.12 Additional Documents. On or before the Effective Date, the Debtor may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

11.13 Construction. The rules of construction set forth in § 102 of the Bankruptcy Code shall apply to the construction and interpretation of the Plan.

11.14 Section Headings. The section headings contained in the Plan are for convenience and reference purposes only and will not affect in any way the meaning or interpretation of the Plan.

Respectfully submitted May 30, 2018.

/s/ James Henry Edwards

James Henry Edwards
Debtor and Debtor-in-Possession

MEMORY & DAY

/s/ Wm. Wesley Causby

Wm. Wesley Causby
ASB-9822-G93R

Von G. Memory
ASB-8137-O71V

This Document Prepared by:

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