

**IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION**

IN RE:)
)
) **Chapter 11**
SMALL LOANS, INC., *et al.*,¹)
) **Case No.: 11-12254 (WRS)**
)
Debtors.) **Jointly Administered**
)

JOINT CHAPTER 11 PLAN OF LIQUIDATION OF DEBTOR SMALL LOANS, INC., ET AL. FILED BY THE OMNIBUS OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND S. GREGORY HAYS, CHAPTER 11 TRUSTEE

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¹ The related Debtors along with the last four digits of each Debtors' federal tax identification number and respective case numbers are Small Loans, Inc. (3224) Case No. 11-12254, The Money Tree Inc. (1386) Case No. 11-12255, The Money Tree of Georgia Inc. (9228) Case No. 11-12258, The Money Tree of Florida Inc. (5315) Case No. 11-12257, and The Money Tree of Louisiana, Inc. (2592) Case No. 11-12256.

JOINT CHAPTER 11 PLAN OF LIQUIDATION OF DEBTOR SMALL LOANS, INC., ET AL. FILED BY THE OMNIBUS OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND S. GREGORY HAYS, CHAPTER 11 TRUSTEE

The Omnibus Official Committee of Unsecured Creditors (the “**Committee**”) and S. Gregory Hays, Chapter 11 Trustee (the “**Chapter 11 Trustee**”, and collectively with the Committee, the “**Proponents**”) for Debtors Small Loans, Inc., The Money Tree Inc., The Money Tree of Georgia Inc., The Money Tree of Florida Inc., and The Money Tree of Louisiana, Inc. propose this Chapter 11 Plan of Liquidation (the “**Plan**”). The Committee and the Chapter 11 Trustee are the Proponents of this Plan within the meaning of section 1129 of Title 11 of the United States Code, as amended (the “**Bankruptcy Code**”).

This is a liquidating Plan. Substantially all of the Estates’ Assets have been sold, excluding, without limitation, Cash and Causes of Action. This Plan provides for the liquidation and conversion to Cash of the Debtors’ Remaining Assets and the distribution of the net proceeds realized therefrom by a Liquidating Trustee to the Holders of Allowed Claims against the Debtors in accordance with the provisions established by the Bankruptcy Code. This Plan further provides for the substantive consolidation of the Debtors’ estates, with a distribution to Holders of Allowed Claims from a single fund.

For a discussion of the Debtors’ history, businesses, operations, assets and financial information, and for a summary and analysis of this Plan, all parties entitled to vote on this Plan should consult the Disclosure Statement accompanying this Plan, including the Exhibits thereto (the “**Disclosure Statement**”).

No solicitation materials other than the Disclosure Statement and related materials transmitted therewith have been approved for use in soliciting acceptances and rejections of this Plan. Nothing in this Plan should be construed as constituting a solicitation of acceptances of this Plan unless and until the Disclosure Statement has been approved and distributed to all Holders of Claims and Interests to the extent required by 11 U.S.C. § 1125.

NO CREDITOR OR OTHER PARTY IN INTEREST SHOULD CONSIDER THIS PLAN BINDING ON ANY PARTY IN THE ABOVE-CAPTIONED CASES UNTIL THE PLAN IS CONFIRMED, AS THIS PLAN IS SUBJECT TO AMENDMENT AND MAY BE REVISED. NO ASSURANCE CAN BE GIVEN THAT ANY DISTRIBUTION WILL BE MADE ON THE TERMS SET FORTH IN THIS PLAN.

THE PROPONENTS RESERVE THE RIGHT TO FILE AN AMENDED PLAN AND AN AMENDED DISCLOSURE STATEMENT (OR SEPARATE PLANS) FROM TIME TO TIME HEREAFTER. REFERENCE IS MADE TO THE DISCLOSURE STATEMENT FOR A DISCUSSION OF VOTING ON THE PLAN, THE DEBTORS’ HISTORY, THEIR BUSINESSES AND PROPERTY, A SUMMARY OF SIGNIFICANT EVENTS WHICH

HAVE OCCURRED TO DATE IN THE CASES, AND THE MEANS OF IMPLEMENTING AND FUNDING THIS PLAN. ALL HOLDERS OF CLAIMS AND INTERESTS ARE HEREBY ADVISED AND ENCOURAGED TO READ THE DISCLOSURE STATEMENT AND THIS PLAN IN ITS ENTIRETY.

THIS PLAN AND THE DISCLOSURE STATEMENT HAVE NOT BEEN REQUIRED TO BE PREPARED IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER APPLICABLE NON-BANKRUPTCY LAW.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER ACTIONS OR THREATENED ACTIONS, THIS PLAN AND THE DISCLOSURE STATEMENT SHALL NOT BE CONSTRUED AS AN ADMISSION OR STIPULATION, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS.

All Holders of Claims entitled to vote on this Plan are encouraged to read carefully the Disclosure Statement and this Plan, each in its entirety, before voting to accept or reject this Plan.

I.
DEFINITIONS AND RULES OF CONSTRUCTION

A. Definitions.

FOR PURPOSES OF THIS PLAN, EXCEPT AS EXPRESSLY PROVIDED HEREIN OR UNLESS THE CONTEXT OTHERWISE REQUIRES, ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN SECTION 1 OF THIS PLAN OR ANY EXHIBIT HERETO. ANY TERM USED IN THIS PLAN AND NOT HEREIN DEFINED BUT DEFINED IN THE BANKRUPTCY CODE OR IN THE BANKRUPTCY RULES SHALL HAVE THE MEANING ASSIGNED TO SUCH TERM IN THE BANKRUPTCY CODE OR IN THE BANKRUPTCY RULES, AS APPLICABLE. AS USED IN THIS PLAN, THE FOLLOWING TERMS HAVE THE RESPECTIVE MEANINGS SPECIFIED BELOW:

1. “**Administrative Claim**” means a Claim for costs and expenses of administration of the Cases under section 503(b) of the Bankruptcy Code, which Claim is entitled to priority pursuant to section 507(a)(2) of the Bankruptcy Code.

2. “**Affiliate**” means the definition of an affiliate under section 101(2) of the Bankruptcy Code or means with regard to any Person, (a) any Person, directly or indirectly, controlled by, under common control of, or controlling such Person; (b) any subsidiary of such Person or any parent entity of such Person; (c) any Person, directly or indirectly, in which such Person holds, of record or beneficially, ten percent (10%) or more of the equity or voting securities, membership interests or partnership interests; (d) any Person which holds, directly or indirectly, of

record or beneficially, ten percent (10%) or more of the equity or voting securities, membership interests or partnership interests of such Person; (e) any Person that, through contract, relationship or otherwise, exerts a substantial influence on the management of such Person's affairs; or (f) any Person that, through contract, relationship or otherwise, is influenced substantially in the management of its affairs by such Person.

3. **"Allowed Administrative Claim"** means all or that portion of an Administrative Claim which has been allowed pursuant to a Final Order of the Bankruptcy Court.

4. **"Allowed"** means, with reference to any Claim and with respect to any Debtor, (a) any Claim against or Interest in such Debtor that (i) has been listed by such Debtor in the Schedules, as may be amended by such Debtor or the Chapter 11 Trustee from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof of claim or interest has been Filed, or (ii) has been allowed under this Plan, or (iii) has been allowed by Final Order of the Bankruptcy Court, or (iv) as to which a proof of claim has been timely Filed in a liquidated amount with the Bankruptcy Court pursuant to the Bankruptcy Code or any order of the Bankruptcy Court, or Filed late with leave of the Bankruptcy Court after notice and a hearing, and (b) in respect of which no objection to the allowance of such Claim or Interest has been interposed within any applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, a Final Order or other applicable law. Unless otherwise specified herein or by order of the Bankruptcy Court, an **"Allowed Claim"** shall not include any interest, fees, costs or other charges on such Claim accruing after the Petition Date.

5. **"Allowed TMT Notes Claim"** shall mean the Allowed TMT Subordinated Debentures Claim and the Allowed TMT Subordinated Demand Notes Claim, collectively.

6. **"Allowed TMT Subordinated Debentures Claim"** shall mean a General Unsecured Claim for the aggregate amount of all principal and interest owing as of the Petition Date upon all issued and outstanding debentures issued pursuant to the TMT Subordinated Debentures Indenture, which has been Allowed in the aggregate amount of \$67,617,831.47 as of the Effective Date.

7. **"Allowed TMT Subordinated Demand Notes Claim"** shall mean a General Unsecured Claim for the aggregate amount of all principal and interest owing as of the Petition Date upon all issued and outstanding issued pursuant to the TMT Subordinated Demand Notes Indenture, which has been Allowed in the aggregate amount of \$3,713,841.71 as of the Effective Date.

8. **"Assets"** means all property of the Estates and includes any future right that the Estates may have to any property.

9. **"Available Funds"** means the amount of Cash held by the Liquidating Trustee available to be distributed to Holders of Allowed Claims, Administrative Claims, the fees and expenses of the Liquidating Trustee and his professionals, the fees and expenses of the Post-Confirmation Committee and its professionals and includes, but is not limited to, the proceeds of the Causes of Action and the liquidation of the Remaining Assets.

10. “**Avoidance Actions**” means all of the Estates’ rights and claims under sections 541 through 553 of the Bankruptcy Code, inclusive, or under any similar or related state or federal statute or common law (including fraudulent transfer laws), whether or not an action is initiated on or before the Effective Date.

11. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Middle District of Alabama, or, in the event such court ceases to exercise jurisdiction over the Cases, such court or adjunct thereof that exercises jurisdiction over the Cases in lieu of the United States Bankruptcy Court for the Middle District of Alabama.

12. “**Bankruptcy Rules**” means collectively, the (a) Federal Rules of Bankruptcy Procedure and (b) Local Rules of the Bankruptcy Court, as applicable from time to time in the Cases.

13. “**Business Day**” means any day other than a Saturday, Sunday, or Legal Holiday.

14. “**Cases**” means these bankruptcy cases under chapter 11 of the Bankruptcy Code.

15. “**Cash**” means cash or cash equivalents.

16. “**Claim**” shall have the meaning set forth in section 101(5) of the Bankruptcy Code, and shall include both proofs of claim and amounts listed in the Debtors’ schedules.

17. “**Causes of Action**” means all Claims and causes of action held by the Estates immediately prior to the Effective Date, including, but not limited to, any and all Claims, obligations, rights, suits, damages, choses in action, causes of action, remedies and liabilities, whatsoever (including those asserted or assertable derivatively), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, whether arising under any contract or under the Bankruptcy Code or other federal, state or other non-bankruptcy law. The Causes of Action include, without limitation, any causes of action set forth in this Plan or the Disclosure Statement and any Exhibit thereto and Avoidance Actions, but excluding Claims and causes of action and related recoveries expressly released, exculpated or waived pursuant to this Plan.

18. “**Confirmation**” means entry of the Confirmation Order on the Bankruptcy Court’s docket in these Cases.

19. “**Confirmation Date**” means the date on which the Confirmation Order is entered by the Bankruptcy Court.

20. “**Confirmation Hearing**” means the hearing held pursuant to section 1128(a) of the Bankruptcy Code at which the Bankruptcy Court considers confirmation of the Plan, including any continuances thereof.

21. “**Confirmation Order**” means the order of the Bankruptcy Court entered following the Confirmation Hearing that confirms the Plan.

22. “**Consolidated Estate**” means the collective Estates following the substantive consolidation effectuated by this Plan.

23. “**Debtors**” means, collectively, Small Loans, Inc., The Money Tree Inc., The Money Tree of Georgia Inc., The Money Tree of Florida Inc., and The Money Tree of Louisiana, Inc.

24. “**Disallowed Claim**” means (a) a Claim, or any portion thereof, that has been disallowed by a Final Order or a settlement, (b) a Claim or any portion thereof that is Scheduled at zero or as contingent, disputed, or unliquidated and as to which a proof of claim bar date has been established but no proof of claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law, or (c) a Claim or any portion thereof that is not Scheduled and as to which a proof of claim bar date has been established but no proof of claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

25. “**Disclosure Statement**” means the Joint Disclosure Statement for the Debtors in the jointly administered bankruptcy cases to accompany the Plan, as modified or amended, filed with the Bankruptcy Court.

26. “**Disputed Claim**” and “**Disputed Interest**”, mean any Claim or Interest, that is neither an Allowed Claim nor a Disallowed Claim, or an Allowed Interest nor a Disallowed Interest, as the case may be.

27. “**Distribution**” means any distribution pursuant to this Plan to the Holders of Allowed Claims.

28. “**Distribution Date**” means any date on which a Distribution is made by the Liquidating Trustee to Holders of Allowed Claims entitled to receive Distributions under this Plan and such term includes the Initial Distribution Date and the Final Distribution Date.

29. “**Distribution Record Date**” means, with regard to Distributions by the Liquidating Trustee to Holders of Allowed Claims, the date for determining the identity of Holders of Allowed Claims entitled to Distributions under this Plan; and, with regard to disbursements by the Liquidating Trustee on account of the Allowed TMT Notes Claims, the date as of which beneficial ownership of the Notes is determined for purposes of such disbursements. The Distribution Record Date shall be established by the Confirmation Order, or if the Confirmation Order does not explicitly establish a Distribution Record Date, the Distribution Record Date shall be the date of the Confirmation Order.

30. “**Effective Date**” shall have the meaning ascribed to it in Section IX.A hereof.

31. “**Estates**” means the estates created in the Cases for each Debtor under section 541 of the Bankruptcy Code.

32. “**Exculpated Parties**” shall mean S. Gregory Hays as Chapter 11 Trustee, Christian & Small, LLP, Hays Financial Consulting, LLC, the Committee, Greenberg Traurig, LLP, and members of the Committee and their respective professionals.

33. “**Exhibit**” means an exhibit annexed either to this Plan or the Disclosure Statement.

34. “**File**” or “**Filed**” means properly and timely filed with the Bankruptcy Court in the Cases, as reflected on the official docket of the Bankruptcy Court for the Cases and served on Persons, as such filing and service are required pursuant to the Bankruptcy Code, Bankruptcy Rules and/or Order of the Bankruptcy Court.

35. “**Final Distribution Date**” means the date of the last Distribution under this Plan.

36. “**Final Order**” means an order or judgment of the Bankruptcy Court or other applicable court 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 as to which any right to appeal, petition for certiorari, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Proponents or, in the event that an appeal, writ of certiorari, or reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court or other applicable court shall have been affirmed by the highest court to which such order or judgment 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, with no further appeal, petition for certiorari or motion for reargument or rehearing pending; provided however that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order or judgment shall not cause such order or judgment to not be a Final Order.

37. “**General Unsecured Claim**” means the Unsecured Claims other than Intercompany Claims.

38. “**Governmental Unit**” means a “**governmental unit**” as defined in section 101(27) of the Bankruptcy Code.

39. “**Holder**” means a holder of a Claim or Interest, as applicable.

40. “**Initial Distribution**” means the initial Distribution to Holders of Allowed Class 3 Claims.

41. “**Initial Distribution Date**” means a Business Day, as determined by the Liquidating Trustee after the funding of this Plan, on which the initial Distribution to Holders of Allowed Class 3 Claims will be made. Notwithstanding the foregoing, the Initial Distribution Date shall be no later than 60 days after the Effective Date unless the Liquidating Trustee seeks, and obtains, an order of the Bankruptcy Court providing otherwise.

42. “**Insider**” means any insider of the Debtors as defined under 11 U.S.C. § 101(31) (but excluding any other Debtor) or such other person or entity that any court of competent jurisdiction shall determine to be an insider of the Debtors.

43. “**Insider Claim**” means any Claim filed by or on behalf of any Insider, regardless of whether such Claim is held by an Insider or an assignee of an Insider.

44. “**Interest**” means any ownership interest in the Debtors.

45. “**Intercompany Debt**” means any debt due by one or more Debtors to an Affiliate.

46. “**Investor Claim**” means an Unsecured Claim arising from an individual or entity’s purchase of a note, debenture, or other debt instrument from TMT or TMG including, without limitation, the TMT Notes and the TMG Notes.

47. “**Legal Holiday**” has the meaning set forth in Bankruptcy Rule 9006(a)(6).

48. “**Liquidating Fund**” means the fund created to hold the Remaining Assets and Cash to distribute to Holders of Allowed Claims.

49. “**Liquidating Trustee**” shall be S. Gregory Hays, or any successor Liquidating Trustee, appointed pursuant to Section IV.B of this Plan.

50. “**Person**” has the meaning set forth in section 101(41) of the Bankruptcy Code.

51. “**Petition Date**” means December 16, 2011.

52. “**Plan**” means this plan of liquidation, either in its present form or as it may be altered, amended, or modified from time to time in accordance with the Bankruptcy Code and Bankruptcy Rules.

53. “**Post-Confirmation Committee**” shall mean a committee consisting of 3 members of the Committee that will form on the Effective Date, and which is organized to, without limitation, perform certain duties under this Plan and consult with the Liquidating Trustee with respect to his duties under this Plan.

54. “**Post-Confirmation Debtors**” shall mean the Debtors following the Effective Date.

55. “**Priority Non-Tax Claim**” means a Claim entitled to priority under section 507(a) of the Bankruptcy Code other than an Administrative Claim or a Priority Tax Claim.

56. “**Priority Tax Claim**” means a Claim against any Debtor of a Governmental Unit of the kind specified in sections 502(i) or 507(a)(8) of the Bankruptcy Code.

57. “**Punitive Damages Claim**” means any Claim for damages other than compensatory damages, including, without limitation, a Claim for damages under O.C.G.A. § 51-12-5.1.

58. “**Remaining Assets**” means the remaining Assets of the Estates at Confirmation.
59. “**Reserved Actions**” means the Avoidance Actions and such other causes of action that are specifically reserved for the benefit of and are transferred to the Liquidating Trust.
60. “**Scheduled**” means set forth on the Schedules.
61. “**Schedules**” means the Schedules of Assets and Liabilities and List of Equity Security Holders Filed by the Debtors or the Chapter 11 Trustee under the Bankruptcy Rules, as the same have been or may be amended from time to time before the Effective Date.
62. “**Secured Claim**” means any claim that is secured by a valid, perfected and unavoidable lien on property in which any Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the claimholder’s interest in the Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, and determined under section 506 of the Bankruptcy Code.
63. “**Small Loans**” means Small Loans, Inc.
64. “**Subordinated Claims**” means all Insider Claims and Punitive Damages Claims.
65. “**The Money Tree**” or “**TMT**” means The Money Tree Inc.
66. “**The Money Tree of Florida**” or “**TMF**” means The Money Tree of Florida Inc.
67. “**The Money Tree of Georgia**” or “**TMG**” means The Money Tree of Georgia Inc.
68. “**The Money Tree of Louisiana**” or “**TML**” means The Money Tree of Louisiana, Inc.
69. “**TMG Note Claim**” means a General Unsecured Claim held by each owner of a TMG Note for the principal and interest owing as of the Petition Date upon the TMG Notes owned by such party or entity.
70. “**TMG Notes**” means the TMG Subordinated Demand Notes and the TMG Subordinated Debentures, or any of them.
71. “**TMG Subordinated Debentures**” means those certain Series II Variable Rate Subordinated Debenture Due Four Years from the Date of Issue issued by TMG in favor of various investors.
72. “**TMG Subordinated Demand Notes**” means those certain Subordinated Demand Notes issued by TMG in favor of various investors.

73. “**TMT Indentures**” means the TMT Subordinated Demand Notes Indenture and the TMT Subordinated Debentures Indenture.

74. “**TMT Notes**” means the TMT Subordinated Demand Notes and the TMT Subordinated Debentures.

75. “**TMT Notes Trustee**” means U.S. Bank, in its capacity as TMT Subordinated Demand Notes Trustee and TMT Subordinated Debentures Trustee.

76. “**TMT Notes Trustee Fee Claim**” means the Claims of the TMT Notes Trustee for the payment of fees, expenses, indemnities and all other amounts owed to it under each of the TMT Indentures. For the avoidance of doubt, the TMT Notes Trustee Fee Claim does not include amounts due on the Allowed TMT Notes Claim held by the TMT Notes Trustee solely in its representative capacity under the TMT Indentures.

77. “**TMT Subordinated Debentures**” means all issued and outstanding debentures under the TMT Subordinated Debentures Indenture.

78. “**TMT Subordinated Debentures Indenture**” means that certain Indenture dated as of April 27, 2005, as amended, between TMT and the TMT Subordinated Debentures Trustee.

79. “**TMT Subordinated Debentures Trustee**” means U.S. Bank National Association, in its capacity as Trustee under the TMT Subordinated Debentures Indenture.

80. “**TMT Subordinated Demand Notes**” means all issued and outstanding Subordinated Demand Notes issued pursuant to the TMT Subordinated Demand Notes Indenture.

81. “**TMT Subordinated Demand Notes Indenture**” means that certain Indenture dated April 27, 2005, as amended, between TMT and the TMT Subordinated Demand Notes Trustee.

82. “**TMT Subordinated Demand Notes Trustee**” means U.S. Bank National Association, as in its capacity Trustee under the TMT Subordinated Demand Notes Indenture and with regard to the TMT Subordinated Demand Notes.

83. “**Unsecured Claim**” means any Claim that is not an Administrative Claim, Punitive Damages Claim, Priority Claim, or Secured Claim.

B. Rules of Interpretation.

Any term used in this Plan that is not defined in this Plan, but that is used in the Bankruptcy Code or the Bankruptcy Rules has the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

C. Rules of Construction.

For purposes of this Plan:

1. Whenever from the context it is appropriate, each term whether stated in the singular or the plural shall include both the singular and the plural;
2. Any reference in the Plan to a contract, instrument, indenture, release, or other agreement or document being in a particular form or on particular terms and conditions means that such documents shall be substantially in such forms or substantially on such terms and conditions;
3. Any reference in the Plan to an existing document or Exhibit Filed or to be Filed means such document or Exhibit, as it may have been or may be amended, modified, or supplemented through and including the Confirmation Date;
4. Unless otherwise specified in a particular reference, all references in the Plan to Sections, Articles, and Exhibits are references to Sections, Articles, and Exhibits of or to the Plan;
5. The words “herein,” “hereof,” “hereto,” “hereunder,” and others of similar import refer to the Plan in its entirety rather than only a particular portion of the Plan;
6. Captions and headings to articles and sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; and
7. All Exhibits to this Plan are incorporated herein, regardless of whether or when those Exhibits are Filed; and
8. The rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

D. Time Periods.

In computing any time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

E. Governing Law.

Except to the extent that the Bankruptcy Code or Bankruptcy Rules are applicable, and subject to the provisions of any contract, instrument, release, indenture or other agreement or document entered into in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Bankruptcy Court resides, without giving effect to the principles of conflicts of laws thereof.

II.
CLASSIFICATION OF CLAIMS AND INTERESTS

The following is a designation of the classes of claims and interests under this Plan. Administrative Claims and Priority Tax Claims have not been classified and are excluded from the following classes in accordance with section 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is classified in a particular class only to the extent that the Claim or Interest qualifies within the description of that class and is classified in a different class to the extent that any remainder of the claim or interest qualifies within the description of such different class.

A. Unclassified Claims.

1. Administrative Claims.

2. Priority Tax Claims. Priority Tax Claims consists of any Claims of a Governmental Unit against the Debtors that are entitled to priority under section 507(a)(8) of the Bankruptcy Code, other than Administrative Claims.

B. The Plan Classes.

1. Priority Non-Tax Claims. Priority Non-Tax Claims shall collectively consist of any Claims against the Debtors that are entitled to priority under section 507(a) of the Bankruptcy Code, other than Administrative Claims or Priority Tax Claims.

2. Class 1 - Secured Claims. Class 1 consists of all Allowed Secured Claims.

3. Class 2 - Convenience Class of Unsecured Claims Against the Debtors. Class 2 shall consist of all Allowed Unsecured Claims against the Debtors (other than Class 3 Claims or Class 4 Claims) that are: (i) in an amount of \$250.00 or less; or (ii) in an amount greater than \$250.00 and that the Holder has voted to accept this Plan and elects to be treated as having a Claim in an amount of \$250.00 on the Ballot.

4. Class 3 - General Unsecured Claims of the Debtors. Class 3 consists of all Unsecured Claims (other than Class 2 Claims or Class 4 Claims) against the Debtors including, without limitation, the Allowed TMT Note Claim, the TMG Notes Claims, and the TMT Notes Trustee Fee Claim.

5. Class 4 – Subordinated Claims. Class 4 shall consist of all Allowed Subordinated Claims, including Allowed Punitive Damages Claims and Allowed Insider Claims against the Debtors.

6. Class 5 - Interests. Class 5 consists of all Interests in The Money Tree.

III.

TREATMENT OF CLASSES OF CLAIMS AND INTERESTS

No Claim or Interest shall entitle the Holder to a Distribution of Cash or to other consideration pursuant to this Plan unless, and only to the extent that, such Claim or Interest is an Allowed Claim or an Allowed Interest. Except as otherwise provided in this Plan or an order of the Bankruptcy Court, all Distributions of Cash on account of Allowed Claims and Allowed Interests shall be made on a Distribution Date.

A. Unclassified Claims.

1. Administrative Claims.

a. Generally.

Subject to the bar date provisions herein, the Liquidating Trustee shall pay each Holder of an Allowed Administrative Claim against one of the Debtors on account of and in full satisfaction of such Allowed Administrative Claim, Cash equal to the amount of the Allowed Administrative Claim, on the later of: (a) the Effective Date, or (b) the date such Administrative Claim becomes an Allowed Administrative Claim, or, in either case, as soon thereafter as is practicable, except to the extent that the Holder of an Allowed Administrative Claim has agreed to a different treatment.

b. Payment of Statutory Fees.

On or before the Effective Date, all fees payable to the Bankruptcy Administrator under 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid in Cash in full.

c. Bar Date For Administrative Claims.

i. General Provisions.

Except as provided below for professionals, requests for payment of Administrative Claims must be Filed no later than thirty (30) days after the Effective Date. Holders of Administrative Claims that are required to File a request for payment of such claims and that do not File such requests by such bar date shall be forever barred from asserting such claims against the Estates, the Chapter 11 Trustee, or the Debtors, or any of their respective property.

Holders of Allowed Administrative Claims shall not be entitled to interest on their Administrative Claims.

ii. Professionals.

All professionals or other entities requesting compensation or reimbursement of expenses under sections 326, 327, 328, 330, 331, 503(b), 506 and 1103 of the Bankruptcy Code for services rendered before the Effective Date (including, without limitation, any compensation requested by any professional for any other entity for making a substantial contribution in the Case) shall File and serve on counsel for the Chapter 11 Trustee and the Committee an application for final allowance of compensation and reimbursement of expenses no later than sixty (60) days after the Effective Date.

2. Priority Tax Claims. Unless such Holder agrees to other treatment (in which event, such other agreement shall govern), each Holder of an Allowed Priority Tax Claim shall be paid in full in Cash from the Available Funds, to the extent funds are available, within the later of (a) thirty (30) days after all Allowed Administrative Claims, and Allowed Priority Non-Tax Claims that exist against the Debtors have been paid in full; or (b) if an objection is pending at such time, no later than the fifteenth (15th) Business Day after such Claim becomes Allowed, in Cash from the Available Funds.

B. Treatment of Unimpaired Classes.

1. Priority Non-Tax Claims. Unless such Holder agrees to other treatment (in which event, such other agreement shall govern), each Holder of an Allowed Priority Claim shall, to the extent not already paid, be paid in full in Cash from the Available Funds, to the extent funds are available, within the later of (a) thirty (30) days after all Allowed Administrative Claims that exist against the Debtors have been paid in full; or (b) if an objection is pending at such time, no later than the fifteenth (15th) Business Day after such Claim becomes Allowed, in Cash from the Available Funds.

2. Class 1 — Allowed Secured Claims. Unless such Holder agrees to other treatment (in which event, such other agreement shall govern), each Holder of an Allowed Class 1 Claim shall receive the Collateral securing their Liens on, or as soon as reasonably practicable after, the Effective Date.

C. Treatment of Impaired Classes.

1. Class 2 — Convenience Class of Unsecured Claims Against Debtors.

a. Unless such Holder agrees to other treatment (in which event, such other agreement shall govern), each Holder of a Class 2 Claim shall receive fifteen percent (15%) of its Allowed Claim amount from the Available Funds, to the extent funds are available, within thirty (30) days after all Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims and Allowed Class 1 Claims that exist against the Debtors have been paid in full.

b. Claims in Class 2 are impaired under this Plan. Therefore, pursuant to section 1126(a) of the Bankruptcy Code, the Holders of the Class 2 Claims are entitled to vote to accept or reject this Plan.

2. Class 3 – Allowed General Unsecured Claims.

a. Unless such Holder agrees to other treatment (in which event, such other agreement shall govern), each Holder of an Allowed Class 3 Claim shall be paid pro rata from the Available Funds, to the extent funds are available and until such Claims are paid in full, after the later of (a) thirty (30) days after the payment of all Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Class 1 Claims, and Allowed Class 2 Claims that exist against the Debtors have been paid in full; or (b) if an objection is pending at such time, no later than the fifteenth (15) Business Day after such Claim becomes Allowed. The total amount of the Initial Distribution shall be 90% of the Available Funds (following the payment of all Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Class 1 Claims, and Allowed Class 2 Claims). The Liquidating Trustee shall make the Initial Distribution on the Initial Distribution Date, or as soon as reasonably practical after taking into account the status of objections to Claims and the amount of Disputed Claims, the amount of Available Funds, and the cost of making the Distribution.

Provided that sufficient Available Funds exist for a secondary Distribution, which determination shall be made by the Liquidating Trustee and the Post-Confirmation Committee, the Liquidating Trustee shall make a secondary Distribution to the Holders of Allowed Class 3 Claims

not later than fourteen months following the Initial Distribution. To the extent that sufficient Available Funds exist, which determination shall be made by the Liquidating Trustee and the Post-Confirmation Committee, the Liquidating Trustee shall make additional Distributions subsequent to the secondary Distribution but prior to the Final Distribution.

b. Claims in Class 3 are impaired under this Plan. Therefore, pursuant to section 1126(a) of the Bankruptcy Code, the Holders of the Class 3 Claims are entitled to vote to accept or reject this Plan, provided that in accordance with applicable law, the individual owners of TMT Notes, and not the TMT Notes Trustee, shall be entitled to vote with respect to the Plan.

c. Amounts payable on account of the Allowed TMT Notes Claim shall be paid to the TMT Notes Trustee for subsequent distribution in accordance with the Plan and the TMT Indentures as provided in Section IV.H, *infra*. As provided in more detail in Section IV.H, *infra*, the TMT Notes Trustee shall immediately remit the amounts payable on account of the Allowed TMT Notes Claim to the Liquidating Trustee who shall act as paying agent to the various individual holders of TMT Notes.

Within Class 3, the amount of each individual TMG or TMT Investor Claim shall be the amount Scheduled and the Liquidating Trustee shall be entitled to rely upon such Scheduled amounts for the purpose of making Distributions.

3. Class 4 – Subordinated Claims. Class 4 shall consist of all Allowed Subordinated Claims, including Allowed Punitive Damages Claims and Allowed Insider Claims against the Debtors.

a. All Allowed Subordinated Claims shall be subordinated to the payment, in full, of all other Allowed Claims under the Plan.

b. Claims in Class 4 are impaired under this Plan. Therefore, pursuant to section 1126(a) of the Bankruptcy Code, the Holders of the Class 4 Claims are entitled to vote to accept or reject this Plan.

4. Class 5 - Equity Interests of The Money Tree.

a. The Interests of all shareholders of TMT, and any certificates, instruments and other documents evidencing such Interests, shall be cancelled as of the Effective Date. The Holders of Interests in Class 5 shall not receive or retain any Distribution or other property on account of such Interests. Notwithstanding the foregoing, the cancellation of the Interests shall not affect any Cause of Action that the Estates may possess against any person or entity.

b. Pursuant to section 1126(g) of the Bankruptcy Code, the Holders of Interests in Class 5 are deemed to have rejected this Plan and are not entitled to vote to accept or reject this Plan.

IV.

MEANS FOR IMPLEMENTATION

A. Substantive Consolidation of the Debtors and Continued Corporate Existence. The entry of the Confirmation Order shall constitute the approval by the Bankruptcy Court, pursuant to

Sections 105(a) and 1123(a)(5)(C) of the Bankruptcy Code, effective as of the Effective Date, of the substantive consolidation of the Debtors and their respective Estates, for all purposes relating to the Plan, including for purposes of voting, confirmation, and distributions to Holders of Allowed Claims. On and after the Effective Date, subject to the provisions of the following paragraph, (a) all Assets and liabilities of such Debtors shall be treated as though they were pooled; (b) no distributions shall be made under the Plan on account of any Claim held by any one of such Debtors against any other of such Debtors; (c) no Distributions shall be made under the Plan on account of any Interest held by any one of such Debtors in any other of such Debtors; (d) all guarantees of any one of such Debtors of the obligations of any other of such Debtors shall be eliminated so that any Claim against any one of such Debtors and any guarantee thereof executed by any other of such Debtors shall be one obligation of the Consolidated Estate; and (e) every Claim filed or to be filed in the Case of any one of such Debtors shall be deemed filed against the Consolidated Estate and shall be one Claim against and obligation of the Consolidated Estate.

The substantive consolidation of the Debtors shall effectuate a settlement of claims between the Holders of Allowed TMG Note Claims and the Holders of Allowed TMT Note Claims and entry of the Confirmation Order shall constitute approval thereof by the Bankruptcy Court pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure. Due to various ambiguities in, and issues relating to, the documentation and issuance of Intercompany Debts, TMG Notes, and TMT Notes, a substantial issue and true controversy exists as to whether the Allowed TMG Note Claims are subordinated to the Allowed TMT Note Claims, or vice versa. A substantial issue and true controversy also exists with respect to whether the creditors of the Debtors dealt with the Debtors as a single economic unit without relying on the Debtors' separateness in extending credit. Further, a substantial issue and true controversy exists as to whether the affairs of the Debtors are so entangled that substantive consolidation will benefit all creditors of the Debtors.

To avoid the cost and risk of litigation relating to various inter-estate claims, and the various claims between creditors of the Debtors relating to claim subordination and/or priority issues, the Committee and the Chapter 11 Trustee believe that the substantive consolidation of the Debtors and their respective Estates results in a favorable resolution of this matter to all creditors of the Debtors. As a result, all Distributions made on account of the Allowed TMT Note Claims shall be treated equally in all respects to the Distributions to be made on account of the Allowed TMG Note Claims, by including all such Claims within Class 3 General Unsecured Claims and according pro rata payment to all such Claims.

The substantive consolidation of the Debtors shall not (other than for purposes relating to Distributions, as set forth above) affect (i) the legal and organizational structure of such Debtors; (ii) any claim or Cause of Action held by any such Debtor against, or equity interest held by any such Debtor in, any person or entity, including any non-Debtor subsidiary or affiliate of the Debtors; (iii) any Claim or cause of action held by any Estate and any defense to any Claim or cause of action or any requirement that a creditor establish mutuality to assert a right of setoff; or (iv) any distribution out of any insurance policy or proceeds of such policy.

Notwithstanding the substantive consolidation outlined herein, the Debtors will continue to exist after the Effective Date as separate corporate entities, with all the powers of corporations under applicable law in the jurisdiction in which they are incorporated or otherwise formed,

pursuant to their respective certificates of incorporation (provided, however, that they shall be owned and controlled by the Liquidating Trustee), pending the subsequent dissolution of the Debtors after the Final Distribution Date.

B. Appointment of Liquidating Trustee. The Liquidating Trustee shall be appointed as of the Effective Date. In the event of the death, resignation, incapacity, disqualification, or misconduct of the Liquidating Trustee, the Post-Confirmation Committee shall select a successor and seek Bankruptcy Court approval of the successor's appointment.

C. Powers and Duties of Liquidating Trustee. On the Effective Date, the Liquidating Trustee and the Post-Confirmation Committee shall each have standing to pursue any and all Causes of Action, including, without limitation, any Causes of Action arising under chapter 5 of the Bankruptcy Code. The Causes of Action will be preserved for the benefit of the Holders of Allowed Claims against the Estates.

The Liquidating Trustee shall serve under this Plan and shall discharge all of the rights, powers and duties set forth in this Plan except where the Post-Confirmation Committee shall have rights and as otherwise noted herein. Without limiting the generality of the foregoing, the Liquidating Trustee, his successors and assigns, shall have the following rights, powers and duties:

(1) all of the rights, powers, and duties of a trustee in bankruptcy, including but not limited to, those under sections 704(a)(1), (2), (4), (5) and (7) and 1106(a)(6) and (7) of the Bankruptcy Code;

(2) to administer and make Distributions of the Remaining Assets and Available Funds, pursuant to the terms of this Plan;

(3) with the approval of the Post-Confirmation Committee, to use, acquire, sell, devise, or dispose of the Remaining Assets free of any restrictions imposed under the Bankruptcy Code and without further notice or order of the Bankruptcy Court, except as otherwise provided in the Plan;

(4) with the approval of the Post-Confirmation Committee, to employ, retain, and replace such persons, including actuaries, attorneys, accountants, auctioneers, brokers, managers, consultants, other professionals, agents, investigators, expert witnesses, consultants and advisors as necessary to discharge the duties of the Liquidating Trustee under this Plan and to pay the reasonable fees and costs of such employment, as well as any such persons retained by the Post-Confirmation Committee, without the need to seek approval from the Bankruptcy Court or review by any other party in interest.

(5) with the approval of the Post-Confirmation Committee, to object to the Allowance of Claims or seek equitable subordination of Claims, pursuant to the terms of this Plan, and to settle any such objection to Claims without further Order of the Bankruptcy Court or notice to creditors, provided that he obtain the consent of the Post-Confirmation Committee;

(6) to establish reserves and open, maintain and administer bank accounts as necessary to discharge his duties under this Plan;

(7) with the approval of the Post-Confirmation Committee, to investigate, analyze, commence, prosecute, litigate, collect and otherwise administer the Causes of Action in the Bankruptcy Court or other court of competent jurisdiction and settle same without further order of the Bankruptcy Court;

(8) with the approval of the Post-Confirmation Committee, to voluntarily engage in arbitration or mediation with respect to any Causes of Action;

(9) to represent the Estates before the Bankruptcy Court and other courts of competent jurisdiction with respect to any matters within his powers under the Plan;

(10) to seek the examination of any Person under the provisions of Bankruptcy Rule 2004;

(11) to pay any fees due and owing under 28 U.S.C. § 1930;

(12) to comply with applicable orders of the Bankruptcy Court and any other court of competent jurisdiction over the matters set forth herein;

(13) to comply with all applicable laws and regulations concerning the matters set forth herein;

(14) to invest the Available Funds in (i) direct obligations of the United States of America or obligations of any agency or instrumentality thereof which are guaranteed by the full faith and credit of the United States of America, (ii) in money market deposit accounts, checking accounts, savings accounts or certificates of deposit, or other time deposit accounts that are issued by a commercial bank or savings institution organized under the laws of the United States of America or any state thereof, or (iii) or any other investments that may be permissible under section 345 of the Bankruptcy Code or order of the Bankruptcy Court;

(15) to exercise such other powers as may be vested in the Liquidating Trustee pursuant to this Plan, the Confirmation Order or other Final Orders of the Bankruptcy Court;

(16) with the oversight of the Post-Confirmation Committee, to execute any documents, instruments, contracts and agreements necessary and appropriate to carry out the powers and duties of the Liquidating Trustee provided, however, that (i) in order to incur any ongoing obligation of the Estates in excess of \$5,000.00, the Liquidating Trustee must obtain the approval of the Post-Confirmation Committee and (ii) the Liquidating Trustee may make payments up to \$1,000.00 without the approval of the Post-Confirmation Committee;

(17) to close all but the main bankruptcy case (Case No. 11-12254) after the Effective Date, provided that such closures shall not prejudice any Claims or Causes of Action of the Estates against any Person;

(18) all of the rights, powers, and duties of a receiver under O.C.G.A. § 9-8-1, *et seq.*, and

(19) to provide periodic reports to the Post-Confirmation Committee at a frequency to be agreed upon by the Liquidating Trustee and the Post-Confirmation Committee.

Except as otherwise noted in this Plan, the Liquidating Trustee shall be the representative of the Estates and the Post-Confirmation Debtors as contemplated by Section 1123(b)(3)(B) of the Bankruptcy Code. Except as otherwise specifically provided in this Plan, the Liquidating Trustee shall have full and exclusive power and authority to act on behalf of the Post-Confirmation Debtors and shall be responsible for performing the duties of the Post-Confirmation Debtors under this Plan. Notwithstanding any other provision of this Plan, the members of the Post-Confirmation Committee shall retain the right to seek a receiver under O.C.G.A. § 9-8-1, *et seq.* over any Causes of Action of the Debtors.

No recourse shall ever be had, directly or indirectly, against the Liquidating Trustee personally, by legal or equitable proceedings or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Liquidating Trustee under this Plan, or by reason of the creation of any indebtedness by the Liquidating Trustee under this Plan for any purpose authorized by this Plan, save and except in cases of defalcation, misappropriation, fraud or gross negligence by the Liquidating Trustee, it being expressly understood and agreed that such liabilities, promises, contracts, instruments, undertakings, obligations, covenants and agreements shall be enforceable only against and be satisfied only out of the Remaining Assets of the Debtors or shall be evidence only of a right of payment from the Remaining Assets. The Liquidating Trustee shall be indemnified and held harmless by the Estates from and against any expenses (including the reasonable fees and expenses of counsel), damages or losses incurred or suffered by the Liquidating Trustee in connection with any claim or demand which in any way arises out of or relates to this Plan or the services of the Liquidating Trustee under this Plan; provided, however, if the Liquidating Trustee is guilty of defalcation, misappropriation, fraud or gross negligence, then the Liquidating Trustee shall bear all losses, damages and expenses arising as a result of such defalcation, misappropriation, fraud or gross negligence.

After making the final Distribution under this Plan and upon dissolution of the Post-Confirmation Debtors, the Liquidating Trustee shall be discharged from his duties under this Plan.

D. Compensation of Liquidating Trustee. The Liquidating Trustee shall be reimbursed for any reasonable out-of-pocket expenses incurred in connection with the discharge of his duties under this Plan and shall be entitled to receive monthly compensation, in arrears and pro-rated for partial months, for his services calculated as follows:

- 1) for months 1 through 6 after the Effective Date - \$6,500 per month,
- 2) for months 7 through 12 after the Effective Date - \$4,500 per month,
- 3) for months 13 through 24 after the Effective Date - \$2,500 per month, and
- 4) for months 25 through the conclusion of these Cases, an amount not to exceed \$2,500 per month, but which will be determined after further consultation between the Post-Confirmation Committee and the Liquidating Trustee after considering the level of activity, if any, in these Cases after month 24 of the Effective Date. The aforementioned fee structure shall collectively be referred to as the “**LT Monthly Fee Amounts**”.

As additional compensation, the Liquidating Trustee shall be entitled to 4% of any proceeds of Causes of Action prosecuted by the Liquidating Trustee and/or the Post-Confirmation Committee (the “**LT Contingency Amount**”) provided, however, that the Liquidating Trustee shall credit any LT Contingency Amounts against all LT Monthly Fee Amounts following month 4 after the Effective Date, regardless of when such LT Contingency Amounts become available.

Following the Final Distribution, the Liquidating Trustee is directed to take such actions as to cause the Post-Confirmation Debtors to be dissolved. The Liquidating Trustee shall be entitled to retain up to \$25,000 from the Final Distribution to complete and pay the costs and expenses associated with the dissolution process.

E. Liquidating Fund. All property of the Debtors and their Estates, including Cash, shall vest automatically in the Liquidating Fund on the Effective Date, free and clear of all Liens, Claims and Interests and without the need for the execution or delivery of any instruments of assignment, for the express purpose of, among other things, allowing the Liquidating Trustee to make Distributions to Holders of Allowed Claims pursuant to the terms and conditions of this Plan. Without limiting the foregoing, the Post-Confirmation Debtors shall be vested with all of the Debtors’ previously unsold Remaining Assets (including their Causes of Action), which shall be administered, liquidated, prosecuted, settled, and enforced under the direction and control of the Liquidating Trustee.

F. Maintenance of Bank Accounts and Distribution of Liquidation Proceeds. The Liquidating Trustee shall disburse the Remaining Assets of the Consolidated Estate to the Holders of Allowed Claims and otherwise in accordance with the terms of this Plan. All Remaining Assets shall be held for the benefit of Holders of Allowed Claims in one or more separate bank or other depository accounts (provided that any bank account opened by the Liquidating Trustee shall be at a financial institution approved by the Bankruptcy Administrator’s office). The Liquidating Trustee may, from time to time, invest Available Funds in certificates of deposit, treasury bills, money market accounts or other short term investments. All interest earned shall be retained for Distribution to the Holders of Allowed Claims pursuant to this Plan. The Liquidating Trustee shall prepare and maintain an adequate set of financial books, records or data bases as to allow the Liquidating Trustee to accurately track the amount of Claims asserted against the Estates and the amounts paid to each Holder of Allowed Claims pursuant to the terms of this Plan; provided that the Liquidating Trustee also shall be entitled to use and rely upon the Debtors’ books and records (including the books and records maintained by the Claims Agent that are in existence on the Effective Date and the amounts of individual TMT and TMG Investor Claims as set forth in the Debtors’ Schedules). On the Initial Distribution Date and each subsequent Distribution Date (or as soon thereafter as is reasonably practicable), the Liquidating Trustee shall make Distributions to the Holders of Allowed Claims in accordance with the terms of this Plan. The Liquidating Trustee will continue to make Distributions until the Remaining Assets in the Estate, including the Liquidation Proceeds, have been fully distributed to Holders of Allowed Claims and in accordance with the terms of this Plan.

G. Cancellation of Interests. On the Effective Date, (i) the Interests in the Debtors will be deemed to be fully and finally cancelled, and (ii) the Interests in the Debtors under, relating, or

pertaining to any by-laws, or certificate or articles of incorporation or similar documents governing the Existing Securities and any other Certificate evidencing or creating any indebtedness or obligation of the Debtors, will be released and discharged. Notwithstanding the foregoing, on and as of the Effective Date the Liquidating Trustee will hold a single, nominal share of common stock in the Debtors for the sole and limited purpose of maintaining the corporate existence of the Debtors following the Effective Date and pending dissolution of the Debtors.

Notwithstanding anything else herein, the TMT Subordinated Demand Notes, the TMT Subordinated Debentures, the TMG Subordinated Debentures, the TMG Subordinated Demand Notes, and all other debt instruments, and agreements such as the TMT Indentures, forming the basis for any Allowed TMT Note Claim shall only be cancelled as described in Section IV.H. of this Plan.

H. Role of TMT Notes Trustee; Cancellation of TMT Notes; Termination of TMT Indentures. Each Distribution on account of the TMT Notes shall be made from the Liquidating Trustee to the TMT Notes Trustee for subsequent distribution in accordance with the respective TMT Indentures and this Plan. In order to minimize the cost and expense of distributions to holders of TMT Notes, the TMT Notes Trustee is authorized to use the Liquidating Trustee as a paying agent for the ratable distribution of amounts due to the individual holders of TMT Notes based upon the records of the Liquidating Trustee as of the Distribution Record Date. Without limiting the Liquidating Trustee's general rights and privileges, the Liquidating Trustee shall make such distributions promptly and without a specific charge to the TMT Notes Trustee or the individual holders of TMT Notes. The TMT Notes Trustee shall have no duty to oversee any subsequent Distributions made by the Liquidating Trustee pursuant to this Plan.

As of the Effective Date, the Debtors and TMT Notes Trustee shall have no further obligations under the TMT Indentures, which shall be deemed settled, extinguished and discharged in all respects for the benefit of the Debtors and the TMT Notes Trustee, except that: (i) the TMT Notes Trustee shall retain all rights and privileges under the respective TMT Indentures as against the holders of the TMT Notes and amounts received by it pursuant to the Plan, including its rights to assert a lien to secure payment of the TMT Notes Trustee Fee Claim to the extent provided for in the respective TMT Indentures, without regard to whether such claim is allowed or paid by the Debtors in this Plan; (ii) the TMT Notes Trustee shall deliver funds to the Liquidating Trustee subject to the terms of the respective TMT Indentures for distribution to the individual owners of TMT Notes as contemplated by this Plan; and (iii) the TMT Notes Trustee shall reserve all rights, claims and defenses available to it under the terms of this Plan and the TMT Indentures; provided, however, that the Liquidating Trustee or the Post-Confirmation Committee may seek relief from the Court to the extent that either disagrees with the TMT Notes Trustee's exercise of the rights and privileges referenced in this paragraph. The individual owners of TMT Notes shall retain all rights against the TMT Notes Trustee with respect to the payment of the TMT Notes Trustee Fee Claim to the extent set forth in the respective TMT Indenture.

As of the Effective Date of the Plan all TMT Notes and TMG Notes shall be canceled and the holders thereof shall have the rights and remedies with respect thereto retained as expressly set forth in the Plan. Except to the extent otherwise expressly set forth in the Plan, the TMT Notes

Trustee shall have no duty to object to claims or to take any further actions after the Effective Date of the Plan to protect or defend the interests of the holders of the TMT Notes.

ALL DISBURSEMENTS MADE BY THE LIQUIDATING TRUSTEE AS PAYING AGENT FOR THE TMT NOTES TRUSTEE TO INDIVIDUAL OWNERS OF THE TMT NOTES SHALL BE MADE TO SUCH OWNERS AS OF THE DISTRIBUTION RECORD DATE. ACCORDINGLY, THE TMT NOTES TRUSTEE AND THE LIQUIDATING TRUSTEE SHALL HAVE NO DUTY TO RECOGNIZE ANY TRADE OF THE NOTES MADE ON OR AFTER THE DISTRIBUTION RECORD DATE.

I. Post-Confirmation Committee. The Post-Confirmation Committee will become effective on the Effective Date. It will establish bylaws for its operation and meet at such times as it deems necessary. It will consult with the Liquidating Trustee and its approval will be necessary as provided for in the Plan. It may retain professionals, including counsel, and the bills for those professionals will be submitted to the Liquidating Trustee who will pay the reasonable and necessary fees and expenses of those professionals from the Available Funds. The Post-Confirmation Committee and Liquidating Trustee may jointly retain counsel. If there is a dispute with respect to payment of any fees or expenses, the Post-Confirmation Committee may file an application with the Bankruptcy Court to determine the matter. In the event of the death, resignation, incapacity, disqualification, or misconduct of any member of the Post-Confirmation Committee, the remaining members of the Post-Confirmation Committee shall select a successor. Each member of the Post-Confirmation Committee shall be entitled to compensation of \$200 per month for that member's services, plus any reasonable and necessary expenses incurred in the course of the member's service.

No recourse shall ever be had, directly or indirectly, against any member of the Post-Confirmation Committee personally, by legal or equitable proceedings, or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed under this Plan, save and except in cases of defalcation, misappropriation, fraud or gross negligence by any member. Each member of the Post-Confirmation Committee shall be indemnified and held harmless by the Estates from and against any expenses (including the reasonable fees and expenses of counsel), damages or losses incurred or suffered by such member in connection with any claim or demand which in any way arises out of or relates to this Plan or the services of the Post-Confirmation Committee under this Plan; provided, however, if the member is guilty of defalcation, misappropriation, fraud or gross negligence, then the member shall bear all losses, damages and expenses arising as a result of such defalcation, misappropriation, fraud or gross negligence.

The Post-Confirmation Committee shall have standing to raise any matter at issue in these cases and shall have the ability to conduct discovery including, without limitation, to conduct seek depositions or document productions pursuant to Bankruptcy Rule 2004. The Liquidating Trustee shall be required to share all records of the Debtors with the Post-Confirmation Committee.

The Post-Confirmation Committee and the Liquidating Trustee, or either of them, shall have exclusive standing to file, prosecute, or pursue any a) Causes of Action and b) objections to any and all Claims.

J. Preservation of Causes of Action. In accordance with section 1123(b)(3) of the Bankruptcy Code, the Liquidating Trustee and Post-Confirmation Committee, as representatives of the Estates, will retain and may enforce all Causes of Action of the Debtors, their Affiliates and subsidiaries, and the Estates including, without limitation, any and all Causes of Action against the following:

a) any individual or entity who received a transfer of property from any Debtor or their subsidiaries prior to the Petition Date, including without limitation any transfer of property that may be avoided and recovered via an Avoidance Action,

b) any professional retained by the Debtors prior to the Petition Date, including any lawyer, law firm, accountant, accounting firm, consultant or consulting firm, or investment banker or investment banking firm for services performed prior to the Petition Date including, without limitation, any Cause of Action for negligence, malpractice, or any other tort against any of the aforementioned individuals or entities,

c) any present or former Insider of any Debtor,

d) any individual or entity who was indebted to any Debtor,

e) any former or current officer, director, member, shareholder, manager or agent of the Debtors or any Insider or Affiliate of the Debtors for claims arising under applicable non-bankruptcy law under either federal or state law, including but not limited to breaches of fiduciary duty; and

f) all other Causes of Action and related recoveries of any nature or type whatsoever, at law or in equity, against any Person or entity.

The following is a non-exhaustive list of the Debtors' former and current Insiders, officers, directors, members, managers, agents, Affiliates, attorneys, law firms, accountants, and accounting firms, as well as other individuals and entities against whom the Estates are reserving and retaining any and all Causes of Action, which Causes of Action shall be enforceable by the Liquidating Trustee or the Post-Confirmation Committee for the benefit of the Estates:

Martin Investments, Inc., Martin Family Group, LLLP, Martin Sublease, L.L.C., Vance R. Martin Holdings, L.L.L.P., Carr, Riggs & Ingram, LLC, Interstate Motor Club, Inc., Martin Mini Storage Inc., H & B Enterprises, Inc., Vanmart Life Group, Inc., Cash Check Inc. of Ga., Buyer's Choice Finance Company, Buyer's Choice Motor Company, Home Furniture Mart Inc., Money To Lend, Inc., Best Buy Autos Of Bainbridge Inc., Best Deal Autos Inc., Martin Mini Storage Inc., Westgate Association, Inc., Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, Dowdy & Whittaker, CPAs, Windham Brannon, PC, Warren, Averett LLC, Warren, Averett, Kimbrough & Marino, Youmans & Gardner, LLC, Holland & Knight, LLP, Powell Goldstein Frazer & Murphy LLP, Bryan Cave LLP (both individually and as successor to Powell Goldstein Frazer & Murphy

LLP), Schiff Hardin LLP, Innovate Loan Servicing Corporation, Life of the South Company, Credex, Staples Advantage, Equifax, AT&T, Aflac Incorporated, Southern Company, Bradley D. Bellville, Steven P. Morrison, W. Derek Martin, the Estate of Vance R. Martin, Jefferey V. Martin, Jennifer L. Ard, Vance R. Martin GST Exempt Family Trust, Vance Rudolph Martin Defective Grantor Trust, Karen V. Harrell, D. Michael Wallace, Dehila (Cissie) Franklin, Clayton Penhallegon, Natasha J. Wood, Claud Haynes, David Hill, Michael K. Rafter, Mitesh J. Patel, Thomas Cox, Jr., James Walker, William H. Carr, Hilton Galloway, Danncey Wood, Leslie Rahn Robinson, Elton Sims, Alicea Gorman, Randy Eure, Jon Heath, B. Thomas Conger, Michael W. Hoffman, and Hoffman & Associates, Attorneys-At-Law, LLC, and all Insiders and Affiliates of the foregoing, as those terms are defined in the Bankruptcy Code. Regardless of whether a Person or entity is listed among the foregoing, the Liquidating Trustee and the Post-Confirmation Committee are retaining for enforcement for the benefit of the Estates or the Consolidated Estates any and all Causes of Action of the Debtors.

The failure of the Debtors to specifically list any claim, right of action, suit, proceeding or other Cause of Action in their Schedules does not, and will not be deemed to, constitute a waiver or release by the Estates, the Liquidating Trustee, the Post-Confirmation Committee, the Post-Confirmation Debtors, Investors, or the Debtors of such claim, right of action, suit, proceeding or other Cause of Action, and the Liquidating Trustee and the Post-Confirmation Committee (on behalf of the Post-Confirmation Debtors) will retain the right to pursue such claims, rights of action, suits, proceedings and other Causes of Action in its sole discretion and, therefore, no preclusion doctrine, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches will apply to such claim, right of action, suit, proceeding or other Cause of Action upon or after the confirmation or consummation of this Plan.

Nothing in the Plan shall (or is intended to) prevent, estop or be deemed to preclude the Liquidating Trustee, the Post-Confirmation Committee, or any Investor from utilizing, pursuing, prosecuting or otherwise acting upon all or any of their Causes of Action and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action upon or after Confirmation, the Effective Date or the consummation of the Plan. By example only, and without limiting the foregoing, the utilization or assertion of a Cause of Action, or the initiation of any proceeding with respect thereto against a Person, by the Liquidating Trustee shall not be barred (whether by estoppel, collateral estoppel, *res judicata* or otherwise) as a result of (a) the solicitation of a vote on the Plan from such Person or such Person's predecessor in interest; (b) the Claim, Interest or Administrative Claim of such Person or such Person's predecessor in interest having been listed in a Debtor's Schedules, list of Holders of Interests, or in the Plan, Disclosure Statement or any exhibit thereto; (c) prior objection to or allowance of a Claim or, Interest of the Person or such Person's predecessor in interest; or (d) Confirmation of the Plan.

Notwithstanding any allowance of a Claim, the Post-Confirmation Committee and the Liquidating Trustee reserve the right to seek, among other things, to have such Claim disallowed if the Post-Confirmation Committee or the Liquidating Trustee, as the case may be, at the appropriate time, determines that the Estates have a defense under section 502(d) of the Bankruptcy Code, e.g., the Debtor or the Liquidating Trustee holds an Avoidance Action against the Holder of such Claim and such Holder after demand refuses to pay the amount due in respect thereto.

V.
CLAIMS RESOLUTIONS AND DISTRIBUTIONS

A. Procedure for Determination of Claims.

1. **Objections to Claims.** After the Effective Date, the Liquidating Trustee and the Post-Confirmation Committee, or either of them, shall have exclusive authority and responsibility to prosecute objections to the Allowance of any and all Claims.

2. **Disputed Claims.** Payments or Distributions under the Plan on Account of Disputed Claims shall be held in reserve pending the Allowance or disallowance of the Claim. To the extent any property is distributed to an entity on account of a Claim that is not an Allowed Claim, such property shall promptly be returned to the Liquidating Trustee. To the extent that a Disputed Claim ultimately becomes an Allowed Claim, Distributions on account of such Allowed Claim shall be made in accordance with the provisions of the Plan. On the Distribution Date next following the date that the order or judgment of the Bankruptcy Court allowing such Claim becomes a Final Order, any Cash held in reserve pursuant to the Plan that would have been distributed prior to the date on which a Disputed Claim becomes an Allowed Claim shall be distributed to the Holder of such Allowed Claim, together with any other Distributions that would be due on account of such Claim being an Allowed Claim. The Liquidating Trustee shall reserve from any Distribution on account of Allowed Claims any amount otherwise allocable to a Claim that is a Disputed Claim pursuant to Section V.B.8 of the Plan.

B. Distributions.

1. **Distributions on Allowed Claims.** Except as otherwise provided herein, Distributions to Holders of Allowed Claims shall be made to the party named and: (a) at the addresses set forth on the respective proofs of Claim Filed by such Holders; (b) at the addresses set forth in any written notice of address change delivered to the Debtors or the Liquidating Trustee, as applicable, after the date of the Filing of any related proof of claim; or (c) at the address reflected in the Schedules or the Debtors' books and records if no proof of claim has been Filed and if the Debtors or the Liquidating Trustee, as applicable, has not received written notice of a change of address, as set forth herein. The distributions to Holders of Allowed Claims shall be on the Initial Distribution Date and the subsequent Distribution Dates on the terms and conditions of the Plan. Notwithstanding any other provision of the paragraph, all Distributions to Holders of Claims shall be subject to the provisions of the Plan concerning reserves for Disputed Claims.

2. **Undeliverable Distributions.** If a Distribution is returned as undeliverable, the Liquidating Trustee shall hold such Distribution and shall not be required to take any further action with respect to the delivery of the Distribution unless and until the earlier of (a) the date on which the Liquidating Trustee, as applicable, is notified in writing of the then current address of the Holder entitled to receive the Distribution and (b) three (3) months after said Distribution, except as the Bankruptcy Court may otherwise order. If the Liquidating Trustee is notified in writing of the then current address of the Holder before three (3) months after said Distribution, the Liquidating Trustee shall make the Distribution required by the Plan to the Holder at such address. If the

Liquidating Trustee is not so notified by three (3) months after said Distribution, and the Holder of the Claim does not assert a right to the undeliverable Distribution within three (3) months after the Distribution, the Holder shall be forever barred from asserting a Claim to such undeliverable Distribution and future Distributions, and the undeliverable Distribution shall become available for Distribution to Holders of other Allowed Claims as provided in the Plan.

3. **Manner of Payment.** Distributions under the Plan may be made, at the option of the Liquidating Trustee, in Cash, by wire transfer or by check drawn on such accounts established by the Liquidating Trustee as necessary to effectuate the Plan.

4. **Interest.** Unless otherwise required by Final Order of the Bankruptcy Court, interest shall not accrue or be paid after the Petition Date on any Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim.

5. **De Minimis Distributions.** Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole cent.

a. Except with respect to Class 2 - Convenience Class of Unsecured Creditors, no interim Distribution will be made on account of any Allowed Claim if the amount of such Distribution is less than \$25.00.

b. On the Final Distribution Date, the Liquidating Trustee shall (i) aggregate the amount of all Distributions that would have been made on account of an Allowed Claim in Class Three but for this *de minimis* provision and (ii) make a Distribution on account of such Allowed Claim in accordance with the Plan.

6. **Distributions on Claims Allowed Pursuant to Section 502(h) of the Bankruptcy Code.** Except as otherwise provided in the Plan, no Distributions shall be made on account of a Claim arising as a result of a Final Order entered in an Avoidance Action until such Claim becomes an Allowed Claim. Any Claim that is Allowed pursuant to section 502(h) of the Bankruptcy Code prior to the Initial Distribution Date as a result of the entry of a Final Order in any Avoidance Action will be treated in accordance with the provisions of the Plan. All Holders of such Claims that become Allowed Claims after the Initial Distribution Date will receive an initial distribution on the Distribution Date next following the date on which their Claim becomes an Allowed Claim and shall receive subsequent Distributions, if any, in accordance with the provisions of the Plan. Distributions under the Plan on account of anticipated Claims that may arise or become allowable as a result of the entry of a Final Order in any Avoidance Action that are not Allowed Claims as of the Initial Distribution Date may be held in reserve, at the discretion of the Liquidating Trustee, pending the allowance or disallowance of such Claims.

7. **Compliance with Tax Requirements.** In compliance with section 346 of the Bankruptcy Code, to the extent applicable, the Liquidating Trustee shall comply with all withholding and reporting requirements imposed by federal, state or local taxing authorities in connection with making Distributions pursuant to the Plan and shall be authorized to take any and all action necessary and appropriate to comply with such requirements. As a condition to making any

Distribution under the Plan, the Liquidating Trustee may require the Holder of an Allowed Claim to provide such Holder's taxpayer identification number, and such other information, certification or forms as necessary to comply with applicable tax reporting and withholding laws. Notwithstanding any other provision of the Plan, each entity receiving a Distribution of Cash pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such Distribution. The Liquidating Trustee shall also file such federal, state, and local tax returns necessary to winddown the Debtors' affairs, but only to the extent required by law.

8. Reserve for Disputed Claims. Except as otherwise provided in the Plan, no Distributions shall be made on account of a Disputed Claim until such Claim becomes an Allowed Claim. In making any Distribution on Allowed Class 2, Class 3 or Class 4 Claims, the Liquidating Trustee shall calculate the amount of such Distribution (for purposes of making a Pro Rata calculation) as if each Disputed Claim were an Allowed Claim, unless the Bankruptcy Court enters an order specifying that the Disputed Claim should be treated as being a different amount for purposes of such calculation. The Liquidating Trustee shall reserve from Distributions a sufficient amount to make a Distribution on a Disputed Claim in the event it becomes an Allowed Claim (unless the Bankruptcy Court orders otherwise); and to the extent a Disputed Claim is disallowed pursuant to a Final Order, any reserves attributable to the disallowed portion of the Disputed Claim shall be distributed on account of Allowed Claims pursuant to the terms of the Plan.

9. Setoffs. Subject to section 553 of the Bankruptcy Code, in the event the Debtors, or any of them, have a Claim or Cause of Action of any nature whatsoever against a Holder of a Claim, the Liquidating Trustee may, but is not required to, set off or recoup the Debtors' Claim against such Claim (and any Distributions or other rights to receive property arising out of such Claim under the Plan) unless any such Claim or Cause of Action of the Debtors is or will be released under the Plan. Neither the failure to set off nor the allowance of any Claim or Cause of Action under the Plan shall constitute a waiver or release of any Claim or Cause of Action of the Debtors.

10. Reliance on Claims Register. In making Distributions under the Plan, the Liquidating Trustee shall be entitled to rely upon the accuracy of the Debtors' Schedules and the claims register maintained by the Bankruptcy Court, as modified by any Final Order of the Bankruptcy Court disallowing Claims in whole or in part.

VI.

ACCEPTANCE OR REJECTION OF THE PLAN

A. Voting Rights of Holders of Disputed Claims and Disputed Interests.

Pursuant to Bankruptcy Rule 3018(a), a Claim or Interest that is Disallowed or which is disputed or objected to will not be counted for purposes of voting on the Plan to the extent it is disputed, unless the Bankruptcy Court enters an order temporarily allowing the Claim or Interest for voting purposes under Bankruptcy Rule 3018(a). Such disallowance for voting purposes is without prejudice to the claimant's or Interest Holder's right to seek to have its Claim or Interest, as the case may be, allowed for purposes of distribution under the Plan.

B. Acceptance by Impaired Classes.

An impaired class of Claims shall have accepted the Plan if (a) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds in dollar amount of the Claims actually voting in such class have voted to accept the Plan, and (b) more than one-half in number of the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of such Claims actually voting in such class have voted to accept the Plan.

C. Cramdown

In the event that any Class of Claims or Interests fails to accept the Plan in accordance with section 1129(a)(8) of the Bankruptcy Code, the Proponents reserve the right to (a) request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code, and/or (b) modify the Plan in accordance with section 1127(a) of the Bankruptcy Code.

VII.

CONFIRMATION AND CONSUMMATION OF THIS PLAN

A. Conditions Precedent – Confirmation Date.

The following are conditions precedent to the occurrence of the Confirmation Date:

1. The entry of a Final Order finding that the Disclosure Statement contains adequate information pursuant to section 1125 of the Bankruptcy Code which order shall be in form and substance reasonably satisfactory to the Chapter 11 Trustee and the Committee;
2. The proposed Confirmation Order shall be, in form and substance, reasonably acceptable to the Chapter 11 Trustee and the Committee; and
3. All provisions, terms and conditions of this Plan are approved in the Confirmation Order.

B. Conditions Precedent – Effective Date.

The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied or waived in writing:

1. The Confirmation Order shall have been entered and become a Final Order and shall provide that the Liquidating Trustee is authorized and directed to take all actions necessary or appropriate to enter into, implement and consummate this Plan or effectuate, advance or further the purposes thereof;
2. All Exhibits to the Plan and Disclosure Statement shall be, in form and substance, reasonably acceptable to the Chapter 11 Trustee and the Committee, and if applicable, shall have been executed and delivered by all parties' signatory thereto;

3. All other actions, documents, and agreements necessary to implement this Plan shall have been effected or executed; and

4. Available Funds shall be sufficient to make all required payments on the Effective Date and fund a reserve for such payments if not Allowed as of the Effective Date.

C. Waiver of Conditions.

Each of the conditions set forth in Section VII of this Plan may be waived in whole or in part by the Chapter 11 Trustee and the Committee. The failure of a party to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right that may be asserted at any time.

D. Consequences of Non-Occurrence of Effective Date.

In the event that the Effective Date does not timely occur, the Chapter 11 Trustee and the Committee reserve all rights to seek an order from the Bankruptcy Court directing that the Confirmation Order be vacated, that this Plan be null and void in all respects, and/or that any settlement provided for in this Plan be null and void. In the event that the Bankruptcy Court shall enter an order vacating the Confirmation Order, the time within which the Chapter 11 Trustee may assume and assign, or reject all executory contracts and unexpired leases not previously assumed, assumed and assigned, or rejected, shall be extended for a period of thirty (30) days after the date the Confirmation Order is vacated, without prejudice to further extensions.

VIII.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejection of Leases and Executory Contracts.

Each executory contract or unexpired lease of the Debtors that has not expired by its own terms before the date that is ninety days after the Effective Date or previously been rejected pursuant to an order of the Bankruptcy Court, shall be deemed rejected by the Debtors as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code. Nothing in this paragraph or any other provision of this Plan shall preclude the Liquidating Trustee or the Post-Confirmation Committee from seeking the return of any deposits, commissions, or other outstanding amounts from any party to an executory contract.

B. Filing of Claims.

Each entity who is a party to an executory contract or unexpired lease rejected pursuant to this Section shall be entitled to file with the Bankruptcy Court, no later than the date set by the Bankruptcy Court or, if no date is set, thirty (30) days following the date it is deemed rejected, a proof of claim for damages, if any, alleged to arise from the rejection of such executory contract or unexpired lease unless such executory contract or unexpired lease was rejected pursuant to a prior Order of the Bankruptcy Court. A copy of the proof of claim must also be served upon the Liquidating Trustee and his counsel. The failure of such entity to file a proof of claim within the period prescribed shall forever bar such entity from asserting any Claim for damages arising from

the rejection of such executory contract or unexpired lease. The filing of any such proof of claim shall be without prejudice to any and all rights the Liquidating Trustee or the Post-Confirmation Committee may have to object to the allowance thereof.

IX.

MEANS FOR EXECUTION AND IMPLEMENTATION OF THE PLAN

A. **Effective Date.**

The Effective Date of this Plan shall be ten (10) days after the Confirmation Date.

B. **Objections to Claims/Interests/Administrative Claims.**

After the Effective Date, only the Liquidating Trustee or the Post-Confirmation Committee shall be entitled to object to Claims and Interests. Any objections to Claims and Interests shall be served and filed on or before the later of: (i) ninety (90) days after the Effective Date; (ii) sixty (60) days after a request for payment or proof of Claim or Interest is timely Filed and properly served; or (iii) such other date as may be fixed by the Bankruptcy Court, whether before or after the dates specified in subsections (i) and (ii) herein, upon motion of the Disbursing Agent on an *ex-parte* basis without notice to creditors or otherwise. Notwithstanding any authority to the contrary, an objection to a Claim or Interest shall be deemed properly served on the Creditor if service is effected in any one of the following manners: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (b) by first class mail, postage prepaid, on any counsel that has appeared on the Holder of a Claim's or Interest's behalf in the Cases; or (c) by first class mail, postage prepaid, on the signatory on the proof of Claim or Interest or other representative identified in the proof of Claim or Interest or any attachment thereto.

The Liquidating Trustee or the Post-Confirmation Committee may object to or settle, without Bankruptcy Court approval, any Administrative Claim. The Liquidating Trustee or the Post-Confirmation Committee shall be authorized to settle any objection to any other Claim.

C. **Disputed Claims.**

Pending resolution of a Disputed Claim, all Cash to be distributed to the Holder of the Disputed Claim shall be segregated by the Liquidating Trustee at a federally insured financial institution until distribution to the Holder of such Claim under the Plan. Distribution shall be made only from the Disputed Claims reserve and only at such time as a particular Claim is determined to be an Allowed Claim. The Holder of a Disputed Claim that is ultimately Allowed shall have no recourse against the Reorganized Debtors or their property for the payment of its Allowed Claim. No interest shall accrue or will be paid with respect to any Disputed Claim for the period from the Effective Date to the date a distribution, if any, is made with respect to said Disputed Claim upon becoming an Allowed Claim. To the extent that a Disputed Claim ultimately is disallowed or Allowed in an amount less than the amount of the reserves for such Disputed Claim, any resulting surplus in the reserve shall be transferred from the reserve to the general funds held by the Liquidating Trustee for the benefit of the Holders of Allowed Claims.

D. Discharge of Debtors and Injunction.

The Debtors shall receive a discharge pursuant to 11 U.S.C. § 1141.

1. **Full and Final Satisfaction.** The treatment of Claims and Interests provided in this Plan shall be in full and final satisfaction and settlement of all liabilities of Claims against the Estate, or Interests in the Debtors. Except as provided in this Plan or the Confirmation Order, the rights afforded under this Plan will be in exchange for and in complete satisfaction, discharge and release of all Claims and liabilities against the Estates and termination of all Interests arising on or before the Effective Date, including any interest accrued after the Filing Date.

2. **INJUNCTION.** EXCEPT AS OTHERWISE PROVIDED IN THIS PLAN, THE CONFIRMATION ORDER SHALL PROVIDE, AMONG OTHER THINGS, THAT FROM AND AFTER THE EFFECTIVE DATE ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS AGAINST OR INTERESTS IN THE DEBTORS ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST THE DEBTORS OR THEIR ESTATES, OR ANY OF THEIR PROPERTY ON ACCOUNT OF ANY SUCH CLAIMS OR INTERESTS: (A) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING AGAINST THE DEBTORS; (B) ENFORCING, ATTACHING, COLLECTING OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE OR ORDER; (C) CREATING, PERFECTING OR ENFORCING ANY LIEN OR ENCUMBRANCE; (D) ASSERTING A SETOFF, RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY OR OBLIGATION DUE TO THE DEBTOR; AND (E) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THIS PLAN, PROVIDED HOWEVER, THAT (A) NOTHING CONTAINED IN THIS PLAN SHALL PRECLUDE SUCH PERSONS FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THIS PLAN OR THE CONFIRMATION ORDER AND (B) THE MEMBERS OF THE POST-CONFIRMATION COMMITTEE SHALL HAVE STANDING TO SEEK THE APPOINTMENT OF A RECEIVER FOR CERTAIN ASSETS AND/OR CAUSES OF ACTION OF THE DEBTORS, AND SHALL NOT BE PRECLUDED FROM DOING SO UNDER THE PROVISIONS OF THIS PLAN.

3. **Term of Injunctions or Stays.** All injunctions or stays provided for in the Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date. Upon the Effective Date, the injunction provided in this section shall apply.

4. **Released Claims; Exculpation; Mutual Releases.** Any Person or entity, including the Liquidating Trustee and the Post-Confirmation Committee, retains the right to pursue any and all Causes of Action against, without limitation, any Persons who served as directors, officers, accountants, attorneys, or management employees of the Debtors on or after the Petition Date and each of their respective agents, employees, representatives, and professionals, and their employees. Notwithstanding the foregoing, all Causes of Action under section 547 of the Bankruptcy Code

against Investors, excepting any Causes of Action against Insiders or other persons or entities identified in Section IV.J. *supra*, shall be released pursuant to this Plan.

Without limiting the rights of the TMT Notes Trustee preserved in Section IV.H of this Plan, the TMT Indentures, including without limitation the “no action” clause contained in section 6.6 of the TMT Indentures, shall not be construed to limit any right of the Liquidating Trustee, the Post-Confirmation Committee, and any individual holder of a Claim to bring any Cause of Action against any Person other than the Debtors.

The Exculpated Parties shall not have or incur any liability to any Person for any act taken or omission made in connection with or in any way related to negotiating, formulating, implementing, confirming, consummating or administering the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created in connection with or related to the Plan or the Debtors’ bankruptcy cases, or any other act taken or omission made in connection with the Debtors’ bankruptcy cases (collectively, the “**Released Actions**”); provided that the foregoing provisions of this section shall have no effect on the liability of any Person that results from any act or omission that is determined in a Final Order to have constituted fraud, gross negligence or willful misconduct.

With respect to the Liquidating Trustee, the Post-Confirmation Committee, its members, and the professionals retained by the Liquidating Trustee or the Post-Confirmation Committee, they shall not have any liability to any Person arising out of the discharge of their duties under the Plan after the Effective Date, except for gross negligence or intentional misconduct.

5. **Releases by Holders of Claims and Equity Interests.** As of the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, the Holders of Claims or Interests, and each of their respective agents, employees, professionals, and representatives, will be deemed to completely and forever release, waive, void, extinguish, and discharge the Exculpated Parties from all Released Actions (other than the rights to enforce obligations created under this Plan, and any right or obligation of such Holder under this Plan, and the securities, contracts, instruments, releases, indentures, and other agreements or documents delivered thereunder or contemplated thereby, including, without limitation, this Plan and the Disclosure Statement).

6. **Injunction Related to Releases.** Except to the limited extent set forth in Section IX.D.4 of this Plan, all claimants and parties in interest, including the Committee, the Holders of any Claim or Interest, and each of their respective agents, employees, professionals, and representatives, are permanently, forever, and completely stayed, restrained, prohibited, and enjoined from directly or indirectly, derivatively or otherwise, commencing or continuing any Released Action against any Exculpated Party, including as a defense or counterclaim; provided, however, that any party in interest may enforce the terms of this Plan. Nothing in this Plan shall prejudice any right, remedy, defense, claim, cross-claim, counterclaim, or third-party claim that any Person may have against any Person other than with respect to the Released Actions against the Released Parties.

7. **No Waiver.** The release set forth in this Plan does not limit, abridge, or otherwise affect the rights of the Liquidating Trustee or the Post-Confirmation Committee to enforce, sue on, settle, or compromise the Reserved Actions or any other rights, claims and other matters retained by the Liquidating Trustee and the Post-Confirmation Committee on behalf of the Estates pursuant to this Plan.

8. **Reservation of Police and Regulatory Powers of Governmental Units.** Notwithstanding any other provision in this Plan, any discharge, release, exculpation or injunction provided in this Plan shall not preclude any action or proceeding by a Governmental Unit to enforce such Governmental Unit's police or regulatory power.

E. Retention of Jurisdiction.

Under sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding entry of the Confirmation Order, substantial consummation of this Plan and occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, and related to, the Cases and this Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim, the resolution of any objections to the Allowance or priority of Claims or Interests and the determination of requests for the payment of claims entitled to priority under section 507(a)(2) of the Bankruptcy Code, including compensation of any reimbursement of expenses of parties entitled thereto;
2. Hear and determine all applications for compensation and reimbursement of expenses of professionals under this Plan or under sections 330, 331, 503(b), 1103, and 1129(a)(4) of the Bankruptcy Code;
3. Hear and determine all matters with respect to the assumption or rejection of any executory contract or unexpired lease to which any Debtor is a party or with respect to which such Debtor may be liable, and to hear, determine and, if necessary, liquidate any Claims arising therefrom;
4. Effectuate performance of and payments under the provisions of this Plan;
5. Hear and determine any and all adversary proceedings, motions, applications and contested or litigated matters arising out of, under or related to the Cases or this Plan;
6. Enter such orders as may be necessary or appropriate to execute, implement or consummate the provisions of this Plan and all contracts, instruments, releases and other agreements or documents created in connection with this Plan, the Disclosure Statement or the Confirmation Order;
7. Hear and determine disputes arising in connection with the interpretation, implementation, consummation or enforcement of this Plan, including disputes arising under agreements, documents or instruments executed in connection with this Plan;
8. Consider any modifications of this Plan and any implementing documents, cure any defect or omission or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
9. Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any entity with implementation, consummation, or enforcement of this Plan or the Confirmation Order;

10. Enter and implement such orders as may be necessary or appropriate if the Confirmation Order is for any reason reversed, stayed, revoked, modified or vacated;
11. Hear and determine any matters arising in connection with or relating to this Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with this Plan, the Disclosure Statement or the Confirmation Order;
12. Enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Cases;
13. Except as otherwise limited by this Plan, recover all Assets of the Debtors and property of the Estates, wherever located;
14. Hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;
15. Hear and determine all matters related to the property of the Estates from and after the Confirmation Date;
16. Hear and determine the Causes of Action, unless the Liquidating Trustee or the Post-Confirmation Committee determine, in their sole discretion, to commence an action or proceeding in another court of competent jurisdiction;
17. Hear and determine all disputes involving the existence, nature or scope of the injunctions indemnification, exculpation and releases granted pursuant to this Plan.
18. Hear and determine all disputes or other matters arising in connection with the interpretation, implementation or enforcement of the Asset Sales;
19. Hear and determine all matters related to (i) the property of the Estates from and after the Confirmation Date, (ii) the winding up of the Estates and (iii) the activities of the Liquidating Trustee or the Post-Confirmation Committee, including (A) challenges to or approvals of their activities, where required under this Plan (B) resignation, incapacity or removal of the Liquidating Trustee, (C) reporting by, termination of and accounting by Liquidating Trustee and (D) release of the Liquidating Trustee from his duties;
20. Hear and determine disputes with respect to compensation of professionals;
21. Hear and determine all disputes involving the existence, nature and/or scope of the injunctions and releases provided by this Plan including any dispute relating to any liability arising out of any termination of employment or the termination of any employee or retiree benefit provision, regardless of whether such termination occurred prior to or after the Effective Date;
22. Hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under, or not inconsistent with, provision of the Bankruptcy Code;
23. Enforce all orders previously entered by the Bankruptcy Court; and
24. Enter a final decree closing the Case.

F. Successors and Assigns.

The rights, benefits, and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, or assigns of such entity.

G. Amendment, Modification, and Severability.

1. This Plan may be amended or modified before the Effective Date by the Debtors to the extent provided by section 1127 of the Bankruptcy Code.

2. The Debtors reserve the right to modify or amend the Plan upon a determination by the Bankruptcy Court that the Plan, as it is currently drafted, is not confirmable pursuant to section 1129 of the Bankruptcy Code to the extent such a modification or amendment is permissible under section 1127 of the Bankruptcy Code without the need to resolicit consents, and the Debtors reserve the right to sever any provisions that the Bankruptcy Court finds objectionable.

H. Term of Injunctions or Stays.

Unless otherwise provided, all injunctions or stays arising before the Confirmation Date in accordance with sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date, or such later date as provided under applicable law.

I. Termination of Committee.

As of the Effective Date, the Committee appointed in these Cases shall terminate and shall have no rights, responsibilities, powers, duties or authority thereafter, except to the extent necessary to seek compensation and reimbursement, to the extent appropriate, for services rendered or expense incurred by its members or professionals prior to the Effective Date. For the avoidance of doubt, this paragraph shall not affect the formation, rights, responsibilities, powers, duties or authority of the Post-Confirmation Committee.

X.

MISCELLANEOUS PROVISIONS

A. Substantial Consummation.

The Plan shall be deemed to be substantially consummated when the Liquidating Trustee makes the Final Distribution.

B. Insurance Preservation.

Any policies of insurance or indemnification escrows that may cover or apply to any Claims or Causes of Action against any other officer, director, employee, attorney, accountant, agent, professional, or other representative of the Debtors (collectively, the “**Insured Parties**”), including, without limitation, any directors or officers liability or malpractice insurance policy, shall be preserved and shall remain in full force and effect following entry of the Confirmation Order.

C. Tax Injunction.

In accordance with § 346 of the Bankruptcy Code for purposes of any state or local law imposing a tax, income will not be realized by the Debtors or by reason of forgiveness or discharge or indebtedness resulting from the Cases. As a result, each state or local taxing authority is

permanently enjoined and restrained, after the Confirmation Date, from commencing, continuing or taking any act to impose, collect or recover in any manner any tax against the Debtors arising by reason of the forgiveness or discharge of any such Person under this Plan. Notwithstanding any other provision of this Plan, each Person or entity receiving a Distribution pursuant to this Plan shall have sole and exclusive responsibility for the payment and satisfaction of tax Claims or obligations imposed by any Governmental Unit on account of, arising out of or related to any such Distribution, including, without limitation, income and withholding taxes.

D. Effectuating Documents; Further Transaction; Exemption from Transfer Taxes.

1. Pursuant to section 1146(a) of the Bankruptcy Code, the creation or transfer of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with this Plan, and executed in connection with the liquidation of assets shall not be subject to any stamp tax, real estate tax or similar tax and the Confirmation Order shall direct the appropriate state, commonwealth and local government officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

2. On the Effective Date, all provisions of this Plan, including all releases, injunctions, agreements, instruments and other documents filed in accordance with this Plan, shall be binding and have *res judicata*, collateral estoppel, claim preclusion and issue preclusion effect upon the Debtors, all Holders of Claims and Interests and all other entities that are affected in any manner by this Plan. All agreements, instruments and other documents filed in connection with this Plan shall have full force and effect, and shall bind all parties thereto as of the Effective Date, whether or not such documents actually shall be executed by parties other than the Debtors or shall be issued, delivered or recorded on the Effective Date or thereafter.

E. Nonconsensual Confirmation.

If all impaired classes do not vote in favor of this Plan, the Proponents shall seek confirmation of this Plan in accordance with section 1129(b) of the Bankruptcy Code, either under the terms provided herein or upon such terms as may exist if this Plan is modified in accordance with section 1127(a) of the Bankruptcy Code.

F. Modification of Plan.

The Proponents may alter, amend or modify this Plan pursuant to section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Date. After the Confirmation Date and prior to the substantial consummation of this Plan, as defined in section 1101(2) of the Bankruptcy Code, the Proponents may, pursuant to section 1127(b) of the Bankruptcy Code, institute proceedings in Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in this Plan, the Disclosure Statement or the Confirmation Order and any other matters as may be necessary to carry out the purposes and effects of this Plan; so long as such proceedings do not adversely affect the treatment of Holders of Allowed Claims or provided, however, that prior notice of such

proceedings shall be served in accordance with Bankruptcy Rule 2002 or order of the Bankruptcy Court.

G. Notice.

Except as specifically provided otherwise in the order approving the Disclosure Statement, any notice, pleading, objection or other document required by this Plan or the Confirmation Order, shall be sent by overnight delivery service, facsimile transmission or hand delivery and deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed and addressed as follows:

1. If to the Chapter 11 Trustee:

Daniel D. Sparks
Bradley R. Hightower
CHRISTIAN & SMALL LLP
505 North 20th Street, Suite 1800
Birmingham, Alabama 35203
Phone: (205) 795-6588
Fax: (205) 328-7234

- and -

S. Gregory Hays
3343 Peachtree Road Northeast
Suite 200
Atlanta, GA 30326
Phone: (404) 926-0060

2. If to the Liquidating Trustee:

S. Gregory Hays
3343 Peachtree Road Northeast
Suite 200
Atlanta, GA 30326
Phone: (404) 926-0060

3. If to the Bankruptcy Administrator:

Teresa Jacobs
Britt Griggs
Bankruptcy Administrator
Frank M. Johnson, Jr. Federal Courthouse
One Church Street
Montgomery, AL 36104
(334) 954-3900

4. If to the Committee:

John D. Elrod
Greenberg Traurig LLP
Terminus 200
3333 Piedmont Road, NE, Suite 2500
Atlanta, GA 30305
Phone: (678) 553-2259
elrodj@gtlaw.com

H. Severability; Successors and Assigns.

If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, then the Bankruptcy Court, at the request of the Proponents, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each been and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

I. Conflict of Terms.

To the extent the Disclosure Statement and this Plan are inconsistent, the terms of this Plan shall control.

J. Successors and Assigns.

The rights, benefits and obligations of any Person named or referred to in this Plan shall be binding upon, and shall inure to the benefit of, the heir, executor, administrator, successor or assignee of such Person.

K. Payment of Bankruptcy Administrator Fees.

All fees payable through the Effective Date due the Bankruptcy Administrator shall be paid on the Effective Date by the Liquidating Trustee on behalf of the Debtors. The Liquidating Trustee shall pay quarterly fees to the Bankruptcy Administrator until the Cases are closed or converted and/or the entry of final decrees. The Bankruptcy Administrator shall not be required to file a request or proof of claim for payment of its quarterly fees, which shall be paid by the Liquidating Trustee on behalf of Debtors.

L. Tax Reporting and Compliance.

The Liquidating Trustee is hereby authorized to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

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By: /s/ John McLendon

Its: Chairman

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