UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

CUTTER POWER EQUIPMENT, INC.,

Case No. 8:09-bk-09461-MGW
Chapter 11

Debtor. /

CUTTER POWER EQUIPMENT'S PLAN OF REORGANIZATION, DATED JUNE 3, 2009

ARTICLE I
SUMMARY

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of Cutter Power Equipment, Inc. (the "Debtor") from cash on hand, flow from operations, and future income.

This Plan provides for classes of secured claims; classes of unsecured claims; and classes of equity security holders. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately 100 cents on the dollar with interest. This Plan also provides for the payment of administrative and priority claims.

All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS

2.01 Class 1. All allowed claims entitled to priority under § 507 of the Code (except administrative expense claims under § 507(a)(2), ["gap" period claims in an involuntary case under § 507(a)(3),] and priority tax claims under § 507(a)(8)).

2.02 Class 2. Ford Motor Credit – Secured

2.03 Class 3. GE Commercial Distribution Finance –Secured (400K)

2.04 Class 4. Roberts Supply, Inc. – Secured. (62K)

2.05 Class 5. Textron Financial Corporation – Secured. (55K)

20.6 Class 6. Priority Wage Claims-Unsecured.

2.07 Class 7. Stihl Southeast, Inc.- Reclamation Claim (20K)

2.08 Class 8 . General Unsecured Creditors.

2.09 Class 9. Equity interests Holders of the Debtor.

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

3.01 Unclassified Claims. The Plan Proponent has *not* placed the following claims in any class:

3.02 Administrative Expense Claims. The Debtor anticipates that it will have any administrative expense claim of approximately $20,000.00 of Preferred Attorneys' fees upon the Effective Date of the Plan.

3.03 Priority Tax Claims. The following are the anticipated tax consequences of the Plan: As the Plan proposes the repayment of secured and unsecured debts, the repayment of principal should be tax neutral unless the debts have been deemed uncollectible and deducted in a prior tax year. Payment of interest, if any, would likely be treated as ordinary income.

3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the Effective Date of this Plan will be paid on the Effective Date.

ARTICLE IV
TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

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

Class	Impairment	Treatment
Class 1 - Priority	Not Applicable	Any such claims shall be paid on or before the effective date of the Plan.
Class 2 – Secured Claim of Ford Motor Credit	Unimpaired	Shall be paid according to terms, Debtor to retain collateral.
Class 3 – Secured Claim of GE Commercial Distribution Finance	Unimpaired	Shall be paid according to terms, Debtor to retain collateral.
Class 4- Secured Claim of The claim of Roberts Supply, Inc	Unimpaired	Shall be paid according to terms, Debtor to retain collateral.
Class 5 – Secured Textron Financial Corporation	Unimpaired	Shall be paid according to terms, Debtor to retain collateral.
Class 6 – Employee Wage Claims	Impaired	Paid in full via twelve (12) monthly payments beginning on the effective date of the Plan with 4.5% interest.
Class 7- Stihl Southeast, Inc.	Impaired	Debtor shall pay allowed Claim by paying 120% on each new invoice COD with the additional 20% to pay claim allowed. Claim shall be paid in full no later than 1 year from the effective date of the Plan.
Class 8 - General Unsecured Creditors	Impaired	All allowed claims shall be paid over 60 months with 4.5% interest
Class 9 - Equity Security Holders of the Debtor	Impaired	Bylaws will be modified but equity will not be extinguished. See Article VII of the Plan.

ARTICLE V
ALLOWANCE AND DISALLOWANCE OF CLAIMS

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

5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed [by a final non-appealable order].

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

ARTICLE VI
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor assumes the following executory contracts and/or unexpired leases effective upon the effective date of this Plan as provided in Article VII.

Business Property Lease held by Bath, LLC

(b) The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan, upon the effective date of this Plan. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than thirty (30) days after the date of the order confirming this Plan.

ARTICLE VII
MEANS FOR IMPLEMENTATION OF THE PLAN

Bill Antala will be President and Sole Director of the Company and will be paid a weekly salary of $1, 500.00 to manage the Debtor. Payments under the Plan will be made from existing cash and cash from operations.

The bylaws of the Debtor shall be modified upon the effective date to provide that the President and Sole Director of the Debtor shall no longer rotate, and that Michael Ham shall not be permitted to serve as an officer or director of the Debtor until he has repaid all amounts he has found to have improperly taken from the Debtor, satisfied all damage claims that the Debtor obtains against him and all payments due under Claim 7 of the Plan have been paid in full.

ARTICLE VIII
GENERAL PROVISIONS

8.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions:

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

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

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

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

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

8.07 Corporate Governance. Pursuant to § 1123(a)(6) of the Code, the Debtor, its officers and directors are prohibited from issuing nonvoting equity securities, and no class shall be given preference over another class of equity securities with respect to dividends. In the event of default, all dividends will be distributed evenly among equity security holders.

ARTICLE IX
NO DISCHARGE OF DEBTOR

No Discharge. In accordance with § 1141(d)(3) of the Code, the Debtor will not receive any discharge of debt in this bankruptcy case.

ARTICLE X
OTHER PROVISIONS

A. Modification of Plan

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

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

B. Final Decree

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

Respectfully submitted,

By: _____
William Antala, President

By: _____
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by the Court's CM/ECF system or U.S. Mail on all creditors and parties in interest on the attached matrix on this 6th day of June, 2009 or immediately thereafter.

/s/ Richard J. McIntyre
Attorney