

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

In re:

**ASAP ENTERPRISES OF SARASOTA, INC.
d/b/a ASAP Rental Equipment & Sales**

**Case No.: 8:10-bk-14817-CPM
Chapter 11**

Debtor.

**CHAPTER 11 DISCLOSURE STATEMENT FOR THE
PLAN OF REORGANIZATION FOR
DEBTOR, ASAP ENTERPRISES OF SARASOTA, INC.**

Richard J. McIntyre, Esq.
M. Lynn Pope, Esq.
McIntyre, Panzarella, Thanasides,
Eleff & Hoffman, P.L.
6943 E. Fowler Avenue
Tampa, Florida 33617

July 30, 2010

I. INTRODUCTION

This is the Disclosure Statement (the “Disclosure Statement”) for the Chapter 11 case of **ASAP ENTERPRISES OF SARASOTA, INC.**, d/b/a ASAP Rental Equipment and Sales, a Florida corporation, (the “Debtor”, “ASAP” or the “Company”). The Debtor filed its Voluntary Petition for Relief in the Middle District of Florida, Tampa Division (the “Bankruptcy Court”), under Chapter 11 of the United States Bankruptcy Code on June 21, 2010 (the “**Petition Date**”). This Disclosure Statement contains information about the Debtor and describes the Debtor’s proposed **Chapter 11 Plan of Reorganization** (the “**Plan**”), filed at the time of filing this Disclosure Statement.

Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

A. Purpose of This Document

This Disclosure Statement describes:

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

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

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

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

1. The **Hearing** at which the Court will determine whether to approve the Plan and this Disclosure Statement (the Court has conditionally approved it) will take place on _____, 2010, at ____ _m, in Courtroom 9B, at the **Sam M. Gibbons Courthouse, 801 N. Florida Avenue, Tampa, Florida.**

2. **Ballots: If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and return** the ballot in the enclosed envelope to the U.S. Bankruptcy Court, 801 N. Florida

Ave., Tampa FL 33602 and send a copy to McIntyre, Panzarella, Thanasides, Eleff & Hoffman, P.L., 6943 East Fowler Ave, Tampa, Florida 33617. See Section IV A. below for a discussion of voting eligibility requirements. A sample form of Ballot is attached as Exhibit A to this Disclosure Statement in addition to the ballot enclosed with the mailing of this Disclosure Statement. You must file your ballot with the Court, on or before ____ 2010, or it may not be counted.

3. **Objections to the Confirmation of the Debtor's Plan or to this Disclosure Statement** must be filed with the Court and served upon the Debtor and all parties in interest by _____, 2010.

4. If you want additional information about the Plan, you should contact M. Lynn Pope or Richard McIntyre, McIntyre, Panzarella, Thanasides, Eleff & Hoffman, P.L., 6943 East Fowler Ave, Tampa, Florida 33617, via email at: lynn@mcintyrefirm.com and rich@mcintyrefirm.com.

C. Disclaimer

The Court has conditionally approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has conditionally approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. The Court's conditional approval of this Disclosure Statement is subject to final approval at the hearing on confirmation of the Plan. Objections to the adequacy of this Disclosure Statement must be filed no later than _____, 2010.

II. BACKGROUND

A. Description and History of the Debtor's Business

ASAP Enterprises of Sarasota, Inc. is an active Florida corporation and was incorporated in Florida on March 16, 1992. The Company is in the business of retail and wholesale equipment leasing and sales. The stock of the Company is and has been held equally by two brothers, John Castoro and Carl Castoro, (the "Brothers" or the "Principals") since virtually the inception of the business. John has been the sole Director, President and Secretary of the Company and Carl Castoro is the Vice President and the Chief Executive Officer. Their titles have remained consistent during the history of the business and each has had a variety of the general responsibilities required of management of a family business. Numerous family members, including the Castoro brothers' father and their respective children, have been involved in the business over the years. The business has provided a stable source of employment for as many as 189 employees at the peak of operations

The business operated profitably for many years, culminating with sales of approximately \$52 million in 2007. Debtor's business headquarters and principal place of business is located at 5377 McIntosh Rd., Sarasota, Florida 34233. The premises are owned by the Debtor. The Debtor also owns real property (a) 26 acres w/ 1500 frontage on 1-4 (undeveloped); (b) 11 acres behind 92 (undeveloped); and (c) real property located at 4545 Marriotti Ct. unit F, Sarasota, FL 34231 all of

which have been utilized in the business, primarily for storage of equipment and additional operations. The Debtor intends to immediately tender these 3 properties in full satisfaction of the debts thereon. The Debtor also leases property from Capital Funding of Sarasota, Inc., ("Capital"), an affiliate of the Debtor. This property is utilized as the primary location for storage of the equipment. The Debtor intends to seek Court authority to pay to Capital the fair rental value for use of the property, which is needed in the business for equipment storage.

As stated above, the Company was extremely profitable through 2007. The Debtor had financing through Branch Bank & Trust Company (BBT) since 2007 and with CNH America LLC/ CNH Capital America LLC ("CNH") since approximately 2003. As the business started to seriously deteriorate in 2008, the Company started downsizing and tried to survive the hard times. In June 2009, ASAP employed Kera Mattes as a financial consultant. In addition to the Brothers and Ms. Mattes, a key employee throughout has been Mike Mullins, Vice President of Operations, who has experience with the Company for over 11 years and an intimate knowledge of the details of the operations of the business. As described in further detail below, both Mr. Mullins and Ms. Mattes are essential components to ASAP's successful reorganization.

As the economy further deteriorated, the building industry collapsed, the business of the Debtor steadily declined. The Debtor continued to downsize the business and in 2009 had annual revenues of approximately \$10 million.

In 2009 BBT extended credit in exchange for additional collateral, specifically the real property and business headquarters located at 5377 McIntosh Rd., Sarasota, Florida 34233. In January and February 2010, CNH required the Company to "short-sale" certain equipment and received a \$1.1 million pay down on their debt but have claimed a deficiency of \$747,777 on those items. Due to the continuing deterioration of the general economy and decreasing revenues, the Company was unable to pay its on-going operating expenses as they came due, at the same time as it had an inability to renegotiate financing, due in part to the competing liens and the serious diminution of their respective lenders' collateral.

In June 2010, CNH indicated their intention to seize equipment, the result of which may have seriously interfered with the operation of the Debtor's business. Thus the Principals jointly agreed pursuant to a validly held meeting of both the stockholders and sole director that was in the Company's best interest to file the chapter 11 petition, as it will give the Debtor the opportunity to reorganize.

The Debtor's two Principals have personally guaranteed some of the obligations of the Company. At this time, there has been a demand by CNH against the principals and the Principals are faced with the high probability of suit on their guarantees and the potential possible individual filing for protection under the bankruptcy.

Notwithstanding the grim status at the current juncture, the Company believes it has a strong likelihood of successfully completing its Chapter 11 Plan payments and reorganize for the future with the strong history of the business, the experience of the Brothers and top management. The Company acknowledges it has a hard road, but believes the business will be successful.

Development: Current State and Future Plans

The Company has undertaken a thorough analysis of every component of the business. The Company anticipates Mike Mullins and Kera Mattes continuing their employment with the Company with the following titles: Mike Mullins: Chief Operating Officer and Kera Mattes: Chief Financial Officer. If the Company can confirm its Plan of Reorganization, it must operate very lean and the Company believes the best way that it can achieve the successful fulfillment of its Plan is through the efforts and commitment of the employees and owners of the Company. The Company believes it has seen the bottom on the economic decline in the industry and in fact recently, have seen slight increases in demand and equipment values. Due to the fact that contractors, rental, stores, and manufacturers have all de-fleeted over the last few years, the Company believes it is in a good position to respond to increased demand for rental and used equipment, as the economy slowly recovers and that rental rates will go up, thereby giving the Company increased revenues needed to go forward.

The Company has made major adjustments in reducing expenses and plans to further decrease under utilized assets in the fleet through confirmation of the Plan. Over a one to 3 year period, the Company sees a return to previous sales and profitability levels. Most importantly, the Company and its employees are committed to fulfilling the Plan obligations and for the Company to successful continue forward for years to come.

B. Insiders of the Debtor

<u>Name</u>	<u>Title(s)</u>
Carl Castoro	Chief Executive Officer
John Castoro	President
Capital Funding of Sarasota, Inc.,	Landlord
Carly Castoro	Daughter of CEO

COMPENSATION¹: 1 year prior to Petition Date:

Payments

Rocco Castoro Sr.	\$8,460.00 Note
Capital Funding ²	\$468,000.00
Landlord - land	Carl & John Castoro 100% stock
Charles Schwab	\$8,032.32 Note- Carl Castoro

Salaries

Carl Castoro CEO	\$114,400.00 Owner
John Castoro Pres	\$114,400.00 Owner

¹ Additional benefits to Officers included vehicle, electronic device, insurance and other benefits that all employees receive – health insurance.

² Payments included rent and additional compensation to Carl and John Castoro.

Carly Castoro (daugh)	\$15,577.04
Jean Castoro (wife)	\$4,013.00
John A. Castoro (son)	\$3,909.00
Joseph Castoro (son)	\$5,328.75
Karen Castoro (daughter)	\$4,100.30
Rocco Castoro Sr. (father)	\$11,304.00
Rocco V. Castoro (son)	\$31,710.90 Web design

Benefits

BP Bill	\$24,000.00
Phone	\$14,400.00
Life Insurance	\$23,883.60
Health Insurance	\$28,800.00
Dental	\$1,560.00
Car	\$17,640.00

No Rent Paid to Castoro Family Trust for Company business offices for past year.

C. Management of the Debtor Before, During and After the Bankruptcy

1. Management – Past two years: During the two years prior to the Petition Date (June 21, 2010), the officers, directors, managers or other persons in control of the Debtor (collectively the “Managers”) were:

<u>Name</u>	<u>Title(s)</u>
Carl Castoro	Chief Executive Officer
John Castoro	President, Director
Kera Mattes	Financial Consultant (June, 2009 to Petition Date)
Todd Walters	Comptroller – Finances (to June, 2009)
Mike Mullins	Vice President - Operations

2. Management on July 31, 2009 and during Chapter 11 case: The Managers of the Debtor during the pendency of the Debtor’s chapter 11 case are (and will be):

<u>Name</u>	<u>Title(s)</u>
Carl Castoro	Chief Executive Officer
John Castoro	President, Director
Kera Mattes	Comptroller – Finances

Mike Mullins

Vice President - Operations

3. Management Post-Confirmation of the Plan: After the Effective Date of the Order confirming the Debtor's Plan, the Directors and Officers of the Debtor under the Plan (collectively the "Post Confirmation Managers"), will be as set forth below:

<u>Name</u>	<u>Title(s)</u>	<u>Compensation</u>
Carl Castoro	Chief Executive Officer, Director	\$150,000
John Castoro	President, Director	\$150,000
Kera Mattes	Chief Financial Officer,	\$84,000
Mike Mullins	Chief Operating Officer	\$150,000*

*Potential bonuses possible

D. Events Leading to Chapter 11 Filing

See Section IIA. Description and History of the Debtor's Business.

E. Significant Events During the Bankruptcy Case

The Debtor and BBT negotiated an agreement to use cash collateral which the Debtor has operated under the pendency of the Chapter 11; however no agreement was reached with CNH and at the time of this draft, the Court has set the date of August 2, 2010 for the continuation of the Final Evidentiary Hearing on the Debtor's Motion to Use Cash Collateral and CNH's Objection thereto.

Also in the first few weeks of the case, the Debtor rejected four leases, and continues to review each lease and financial obligation of the Company and may reject additional leases. The Debtor anticipates employing special counsel for the on-going lien litigation and Motions to Value the Secured Creditors' respective collateral. This Disclosure Statement is filed with a Plan in the first 40 days of the case and the post-petition matters have been limited due to the excess of time required for cash collateral.

F. Projected Recovery of Avoidable Transfers

To the best of the Debtor's current knowledge and information, the Debtor may have rights to pursue transfers that were made to the following insiders:

Carly Castoro (daugh)	\$15,577.04
Jean Castoro (wife)	\$4,013.00
John A. Castoro (son)	\$3,909.00
Joseph Castoro	\$5,328.75

(son)
Karen Castoro \$4,100.30
(daughter)
Rocco Castoro Sr. \$11,304.00
(father)

The Company does not believe that it could collect from the children of the Principals and does not intend to pursue preference, fraudulent conveyance, or other avoidance actions, against Rocco Castoro Sr. due to the setoff rights that Mr. Castoro Sr. has for unpaid rent and the on-going use of his property. No further causes of action are known at this time.

However, the Debtor has not yet completed its investigation with regard to prepetition transactions. If you received a payment or other transfer within 90 days of the bankruptcy, or other transfer avoidable under the Code, the Debtor may seek to avoid such transfer.

G. Claims Objections

The Bar Date for Filing a Proof of Claim in this case is _____ 2010. Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

H. Current and Historical Financial Conditions

The identity and fair market value/liquidation value of the Debtor's estate's assets as of the Petition Date, are listed in **Exhibit B** to this Disclosure Statement.

Attached as **Exhibit C** to this Disclosure Statement is the actual financial results prepared by the Debtor (unaudited) since the filing of the Petition in June 2010, to date, monthly projections based on same and historical data, for the year 2010 and annually for 2011-2012.

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

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

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

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

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

The following chart lists the Debtor's estimated **Administrative Expenses**, and their proposed treatment under the Plan:

Type	Estimated Amount Owed	Proposed Treatment
Expenses Arising in the Ordinary Course of Business After Petition Date	Paid as come due	N/A
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	unknown	Paid in full on the Effective Date of the Plan, or according to terms of obligation, if later.
Professional Fees, as approved by the Court.	<u>Attorney:</u> MPT: \$80,000 Estimated amount above retainer Special Counsel: \$ unknown <u>Accountant:</u> None anticipated Appraiser: \$5,000	Paid in full on the Effective Date of the Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the Effective Date of the Plan
Clerk's Office Fees	Paid as come due	Paid in full on the Effective Date of the Plan
Other administrative expenses	None known	
Office of the U.S. Trustee Fees	\$to be determined	Paid in full on the Effective Date of the Plan

TOTAL		
-------	--	--

2. Priority tax claims - Priority tax claims are unsecured income, employment, and other taxes described by section 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, the claimant must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief. Payments to Priority tax claims shall be paid monthly at 18% with payments completed no later than June 21, 2015.

The Debtor's total estimated tax liability is and other certain unsecured priority debts include:

IRS: (approx.)	\$0
Barbara Ford-Coates, Sarasota Tax Coll: (approx.)	\$126,000
Florida Department of Revenue:	\$0

C. Classes of Claims and Equity Interests

The following are the classes set forth in the Plan:

Class 1 – Priority (Employee) Claims Payment of 100% of each claim, up to **\$10,950** for each individual, earned within 180 days prior to the Petition Date, with interest at 5 %, amortized over 24 months, payable quarterly, commencing within 45 days after the Effective Date.

Class 2 – Class 6 - Secured Claims: Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to set-off), to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general unsecured claim. The following are the specific secured creditors by Class:

- Class 2: BBT
- Class 3: CNH
- Class 4A and 4B: JW Fullwood
- Class 5: Iberia Bank
- Class 6A –C: Ford Motor Credit

Class 7 - General Unsecured Claims: General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Bankruptcy Code. The Plan proposes to fund \$50,000 for the General Unsecured Creditors (the "UC Fund"), through operations of the Company. As it is estimated that there will be approximately \$4,600,000 in Class 7 general Unsecured Claims (including the estimated deficiencies BBT and CNH), it is estimated that Class 7 Claimants will receive **approximately \$.01 (or 1/100th) per dollar per Class 7 Claim**, as described in further detail in the Plan and this Disclosure Statement. General Unsecured Creditor will be made semi-annual distributions for sixty (60) months commencing no later than 6 months after the Effective Date of the Plan or as otherwise ordered by the Bankruptcy Court.

Class 8 - Equity Interest Holders: Equity interest holders are parties who hold an ownership interest (*i.e.*, equity interest) in the Debtor. In this case, the two Principals, John and Carl Castoro each are 50% stockholders.

The following chart sets forth all classes and their proposed treatment under the Plan:

Class	Description/ Security	Insider (Y/N)	Impairment	Treatment
Class 1 - Priority Claims (approx 45 employees) \$28,615.19 (net)	Employees One week of payroll for week of June 13- June 19	No	Impaired	Payment of 100% of each claim, up to \$10,950 for each individual, earned within 180 days prior to the Petition Date, with interest at 5 %, amortized over 24 months, payable quarterly, commencing within 45 days after the Effective Date.

<p>Class 23 – Secured Claim of Branch Bank & Trust, (“BBT”)</p> <p>#Acct #s</p> <p>(A)</p> <p>Line 1</p> <p>\$3,745,004</p> <p>Line 2</p> <p>\$2,690,389</p> <p>Line 5</p> <p>\$1,908,991</p> <p>Total 3 Lines:</p> <p>\$8,344,383</p> <p>Return –</p> <p>\$4,085,181</p> <p>Amt owed after returns:</p> <p>\$4,213,839</p> <hr/>	<p>Blanket lien on certain business assets</p> <p>Assets cross collateralized</p> <p>Equipment Rental –used</p> <p>Line 1, Line 2 and Line 5</p> <p>Estimated valuation of equipment retained:</p> <p>\$2,678,376</p> <p>(BASE AMOUNT 1)</p> <hr/> <p>Estimated Line 1, Line 2 and Line 5 Valuation of equipment retained:</p>	<p>No</p>	<p>Impaired</p>	<p>BBT, the Class 2 Claimant, shall receive the following:</p> <p>On behalf of the Class 2A, Claims collectively, BBT shall receive the following payments :</p> <p>(A) The value of the assets secured by the claims under Line 1, Line 2 and Line 5 within Class 2, shall be valued at \$2,678,376, or as otherwise determined by the Court, (Base Amount 1) and Debtor shall make:</p> <p>(i) Option 1 - monthly payments of interest and principal, on the Base Amount 1, fully amortized over 10 years at the rate of 6.0% (each in the approximate amount of \$29,735).. The first payment shall be made within 30 days of the Effective Date of the Plan; OR</p> <p>(ii) Option 2 – monthly payments of interest and principal, on the Base Amount 1, fully amortized over 15 years at the rate of 7.0% (each in the approximate amount of \$24,074) with a 5 year balloon. The first payment shall be made within 30 days of the Effective Date of the Plan; OR</p> <p>(iii) Option 3 - monthly payments of interest only at 8% for 1 year on the Base Amount, (\$17,856) ; the remaining debt after 1 year will be amortized over 7 years at 8% (\$41,746).</p>
---	---	-----------	-----------------	--

3 Upon completion of the payments referenced in this section, the Principals shall be released from the guaranties that they executed in favor of BBT, or any of its predecessors or acquired banks, in connection with the Debtor’s loans which shall not be deemed to be forgiveness of debt as that term is defined under the Internal Revenue Code.

BBT (2 of 3)				
<p>(B)</p> <p>4. Fleet</p> <p>\$573,640</p> <hr/>	<p>13 (trucks)</p> <p>BASE AMOUNT 2</p> <p>\$330,000</p> <hr/>			<p>(B) The value of the assets secured by the Fleet shall be valued at \$330,000, or as otherwise determined by the Court (Base Amount 2) and Debtor shall make:</p> <p>(i) Option 1 - monthly payments of interest and principal, on the Base Amount 2, fully amortized over 5 years at 6% interest (each in the approximate amount of \$6,380). The first payment shall be made within 30 days of the Effective Date of the Plan; OR</p> <p>(ii) Option 2 - interest only for 1 year at 8% (\$2,200).; debt then fully amortized over 3 years at 8% (with the current inventory, payment of \$10,341; OR</p> <p>(ii) Option 3 - monthly payments of interest and principal, on the Base Amount 2, fully amortized over 7 years at 7% interest (each in the approximate amount of \$4,981), with a balloon payment due after 3 years. The first payment shall be made within 30 days of the Effective Date of the Plan; OR</p> <hr/> <p>(C) The value of the assets secured by the Floor Plan Financing shall be tendered to BBT in full satisfaction of any claims or interests on this debt. Debtor shall provide limited assistance to BBT in the return, or disposition via auction (expressly excluding trucking, mechanical repairs, parts and labor).</p>
<p>(C)</p> <p>5. Floor Plan</p> <p>\$1,244,714</p>	<p>New Equip to be returned</p>			

<p>Class 34– Secured Claim of CNH Capital (“CNH”)</p> <p>Amount owed on Petition Date: \$5,927,2265</p> <p>(A)</p> <p>Line 1</p> <p>\$1,282,352</p> <p>(\$97,013)</p> <p>(\$105,932)</p> <p>\$1,079,407</p> <p>(B)</p> <p>Line 5 \$731,386</p> <p>(includes \$40,801 computer software)</p> <p>Line 11</p> <p>\$2,945,071</p> <p>Total Line 5 and Line 11 on Petition Date:</p> <p>\$3,676,457</p> <p>(int \$4.9%)</p> <p>C) Receivables \$202,918</p> <p>Misc.</p> <p>Line 15 (Parts) \$146,770</p> <p>Short sales</p> <p>1/10: Pd \$654k</p> <p>2/10: Pd \$450</p> <p>Pd down 1.1.m</p> <p>–</p>	<p>Blanket lien on certain business assets</p> <p>Value:</p> <p>Line 1: New Equipment:</p> <p>To be returned</p> <p>Base Amount 1</p> <p>\$1,569,526</p> <p>Base Amount 2</p> <p>\$202,918,</p> <p>Unsecured</p> <p>\$146,770 (parts)</p> <p>\$747,777 (shortfall loan)</p> <p>Other unsecured debt \$74,200</p>	<p>No</p>	<p>Impaired</p>	<p>The Class 3 Claim of CNH, shall receive the following :</p> <p>(A) The value of the assets secured by the claims within Line 1 shall be returned in full satisfaction of the debt (\$1,079,407) and liens thereon.</p> <p>(B) The value of the assets secured by the claims under Line 5 and Line 11, excluding parts shall be valued at \$1,569,526 (Base Amount 1) or as otherwise determined by the Court, and Debtor shall make:</p> <p>(i) Option 1 - monthly payments of interest and principal, on the Base Amount 1, fully amortized over 10 years with interest rate of 6% (each in the approximate amount of \$17,425. The first payment shall be made within 30 days of the Effective Date of the Plan; OR</p> <p>(ii) Option 2 – Interest only at 8% for 1 year (\$10,464); then balance fully amortized over 7 years at 8% (Based on current inventories, payment \$24,463).</p> <p>(iii) Option 3 – Payment fully amortized over 15 years at 7% (payment of \$14,107), with a 5 year balloon payment.</p> <p>C) The value of the Receivables on the Petition Date shall be valued at \$202,918, or as otherwise determined by the Court, and Debtor shall make:</p> <p>(i) Option 1 - monthly payments of interest and principal, on the Base Amount 3, fully amortized over 3 years at the interest rate of 4%, (each in the approximate amount of \$5,991). The first payment shall be made within 30 days of the Effective Date of the Plan; OR</p> <p>(ii) Option 2 – interest only for 1 year at 8%. (\$1,353) then principal and interest amortized over 2 years at 8% for monthly payments of \$9,177.; OR</p> <p>(iii) Option 3 - principal and interest amortized over 5 years with a 2 year balloon at 6% (\$3,923).</p> <p>(D) If a Court determines there is any unsecured portion of the claims in Class 3, such unsecured portion shall be treated as a general unsecured claim under Class 7.</p>
--	--	-----------	-----------------	--

Class 4A – Secured Claim of JW Fullwood Amount owed on Petition Date: \$1,249,474.94	First Mortgage on 26 acres w/ 1500 frontage on I-4 (undeveloped)	No	Unimpaired	Debtor will tender the property to the Class 4A Claimant in full satisfaction of the debt.
Class 4B - Secured Claim of JW Fullwood Amount owed on Petition Date: \$795,000	First Mortgage on 11 acres behind 92, (undeveloped)	No	Unimpaired	Debtor will tender the property to the Class 4B Claimant in full satisfaction of the debt.
Class 5 - Secured Claim of Iberia Bank #__ Amount owed on Petition Date: \$795,000	First Mortgage on real property located at 4545 Marriotti Court, Sarasota	No	Unimpaired	Debtor will tender the property to the Class 5 Claimant in full satisfaction of the debt.
Class 6A Secured Claim of Ford Motor Credit, Amount owed as of Petition Date: \$4,614.75 0%	(VIN# 0523) 2006 F250 Value	No	Impaired	Payment of \$522.54 (100% of the total value of the collateral, with interest at 5%, amortized over sixty (60) months, in equal semi-annually payments, commencing no later than 90 days after confirmation of this Plan, in full satisfaction of all Claims against the Debtor and guarantors, if any.

guaranties that they executed in favor of CNH, or any of its predecessors or acquired banks, in connection with the Debtor's loans which shall not be deemed to be forgiveness of debt as that term is defined under the Internal Revenue Code.

5 It is unclear at this time the extent, validity and priority of the liens between Class 2 BBT or Class 3 CNH.

6 Debtor shall provide limited assistance to CNH in the return of the Equipment, or disposition via auction (expressly excluding trucking, mechanical repairs, parts and labor).

Class 6B Secured Claim of Ford Motor Credit, Amount owed as of Petition Date: \$4,176.00 1.9%	(VIN# 0366) 2007 F250 Value	No	Impaired	Payment of \$472.86 (100% of the total value of the collateral, with interest at 5%, amortized over sixty (60) months, in equal semi-annually payments, commencing no later than 90 days after confirmation of this Plan, in full satisfaction of all Claims against the Debtor and guarantors, if any.
Class 6C Secured Claim of Ford Motor Credit, Amount owed as of Petition Date: \$3,034.08 0%	(VIN# 9130) 2007 Expedition Value	No	Impaired	Payment of \$343.56 (100% of the total value of the collateral, with interest at 5%, amortized over sixty (60) months, in equal semi-annual payments, commencing no later than 90 days after confirmation of this Plan, in full satisfaction of all Claims against the Debtor and guarantors, if any.

Class #	Description	Impairment	Treatment
Class 7 General Unsecured Claims	General Unsecured Claims Estimated total: \$4,566,233 (including estimated unsecured claims of Class 2 BBT and Class 3CNH).	Impaired	Class 7 Claimants shall receive a pro rata distribution among the Class 7 General Unsecured Creditors up to a total UC Payments of \$50,000 , which shall be made in semi-annual payments of \$10,000 for 5 payments, commencing no later than 6 months after the Effective Date of the Plan, or as may be ordered by the Court.

Class #	Description	Impairment	Treatment
Class 8	Equity Security Holders of the Debtor (Principals)	Impaired	Holders shall contribute the total sum of \$20,000 and subordinate and waive the Class 9 IGU claims as new value sufficient to retain the equity in the reorganized company and to be released from certain guaranty obligations.

D. Means of Implementing the Plan

The Reorganized Debtor will fund the payments to the under the Plan through its on-going

operations and the infusion of \$20,000 from the Principals for the payment of their equity in the reorganized Debtor. The Debtor believes it can generate sufficient cash flow as set forth in the projections attached as Exhibit C.

E. Risk Factors

The proposed Plan has the following risks:

Post-confirmation, the Debtor requires strong sales and tightly managed cash-flows to meet its cash requirements. At this time, the Debtor has not identified any new sources for additional capital. Historically, the Principals and affiliates have facilitated or provided capital for the Debtor; they are not legally required to do so in the future. There can be no assurances that additional capital will be available on acceptable terms. There can be no assurances, although the Debtor has based its projections on reasonable assumptions, that the reorganized Company can achieve the projections and the Plan should be considered high risk.

There are also no guarantees that the Company can maintain or replace with similarly qualified replacements, certain key personnel. In the event that the Company cannot maintain or replace the key personnel, the absence of same may create an additional risk to the successful completion of the Company obligations, under the Plan

F. Executory Contracts and Unexpired Leases

The Plan, in Section 6.1, lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any.

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

All executory contracts and unexpired leases that are not listed in the above table or in Exhibit 6.1 will be rejected under the Plan, if not done previously. Consult your adviser or attorney for more specific information about particular contracts or leases.

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

The Deadline for filing a proof of claim based on a claim arising from the rejection of a lease or contract, is 30 days after entry of the Court order granting the Debtor's motion to reject the lease or contract. Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

G. Tax Consequences of Plan

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

No analysis of the Federal tax consequences of confirmation of the Plan has been made and you should consult with your own tax expert to determine what, if any, tax consequences may result from confirmation of the Debtor's Plan of Reorganization.

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in Sections 1129(a) or (b) of the Bankruptcy Code. The requirements include that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These are also additional requirements for confirmation of a Plan listed in Section 1129.

A. Who May Vote or Object

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

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

In this case, the Plan Proponent believes that the following classes are impaired:

- Class 1-Priority Claims (if any)**
- Classes 2, 3, 6 - Secured claims**
- Class 7 - General Unsecured Claims**
- Class 8 - Equity**

Holders of allowed claims in each of the **impaired classes listed above are entitled to vote** to accept or reject the Plan.

Only a creditor or equity interest holder with an **allowed claim** or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity

interest is not allowed, that creditor or equity interest holder cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a proof of claim in this case is _____, 2010. The Debtor shall have 120 days following entry of the Court's Order confirming the Debtor's Plan to file objections to claims, or such other deadline as the Court may set.

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

3. The holders of the following types of claims and equity interests are **not** entitled to vote:

- holders of claims and equity interests that have been disallowed by an order of the Court;
- holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.
- holders of claims or equity interests in unimpaired classes;
- holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code;
- holders of claims or equity interests in classes that do not receive or retain any value under the Plan; and
- administrative expense claims.

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

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

B. Votes Necessary to Confirm the Plan

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

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

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

2. Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds non-accepting classes is commonly referred to as a “cramdown” plan. The Code allows the Plan to bind non-accepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not “discriminate unfairly,” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

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

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. Attached to this Disclosure Statement as **Exhibit B** is a chart of the maximum value of the material assets of the Debtor. As all the assets of the Debtor are subject to liens and encumbrances, in a chapter 7 case, unsecured creditors would receive no distribution. The Debtor’s financial projections are attached hereto as **Exhibit C**.

D. Feasibility

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

The Debtor believes that it will have either agreements to a different treatment or enough cash on hand on the Effective Date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. The Debtor must also show that it will have enough cash over the life of the Plan to make the required future Plan payments, if any, and operate without future reorganization. The Debtor has provided projected financial information. Those projections are listed in **Exhibit C** and actual results to July 26, 2010 are attached as **Exhibit D**.

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

V. EFFECT OF CONFIRMATION OF PLAN

A. Discharge of Debt

Except as otherwise expressly provided in the Plan or in the confirmation order, the confirmation order shall operate as a discharge, pursuant to Section 1141(d) of the Bankruptcy Code, to the fullest extent permitted by applicable law, as of the effective date of the Plan, of any and all debts of, and claims of any nature whatsoever against the Debtor that arose at any time prior to the confirmation date, including any and all claims for principal and interest, whether accrued before, on or after the Petition Date.

B. Modification of Plan

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

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the reorganized Debtor, 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.

VI. OTHER PLAN PROVISIONS

General Provisions

Revestment of Reorganized Debtor. On the Effective Date of the Plan, except as otherwise expressly provided in the Plan, the reorganized Debtor shall be revested with all of their assets free and clear of any and all liens, debts, obligations, claims, cure claims, liabilities, equity interests, and all other interests of every kind and nature (except for any permitted encumbrances), and the confirmation order shall so provide.

Section 1146 Exemption. Pursuant to Section 1146(c) of the Bankruptcy Code, the making or delivery of any instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan or any Plan document, or the re-vesting, transfer, or sale of any real or personal property of, by, or in the Debtor or the reorganized Debtor pursuant to, in implementation of, or as contemplated by the Plan or any Plan document shall not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax or fee.

General Causes of Action. On the Effective Date, the Reorganized Debtor shall retain all

causes of action, except to the extent a creditor or other third party has been specifically released from any cause of action that the estate may have by the terms of the Plan or by Bankruptcy Court order. Neither a vote to accept the Plan by any creditor nor the entry of the confirmation order will result in the waiver or release of any of the estate's causes of action against such creditor. Confirmation of the Plan and entry of the confirmation order are not intended to and shall not be deemed to have any *res judicata* or other effect which would preclude or inhibit prosecution of such causes of action following confirmation of the Plan, whether specified in this Plan or otherwise.

Settlement of Causes of Action. The reorganized Debtor may settle any cause of action with the approval of the Bankruptcy Court.

Adversary Proceeding(s). In the event that an adversary proceeding is filed against the Debtor, such shall be deemed dismissed with prejudice on the effective date of the Plan, with each party to bear its own costs and attorney's fees in conjunction with such proceeding. All issues and controversies shall be deemed fully settled and resolved upon confirmation, with each of such parties having fully released each other from any and all claims and defenses whatsoever in conjunction with their claims, other than as specifically set forth in this Plan, or the order confirming the Plan.

Dismissal of Lawsuits. All lawsuits filed against the Debtor shall be deemed dismissed with prejudice on the Effective Date, with each party to bear its own costs and attorney's fees in conjunction with such lawsuits. All issues and controversies shall be deemed fully settled and resolved upon confirmation, with each of such parties having fully released each other from any and all claims and defenses whatsoever, other than as specifically set forth in this Plan, or the order confirming the Plan..

VII. PROVISIONS GOVERNING DISTRIBUTIONS

Distributions. Each holder of an allowed claim shall be paid as provided by this Plan; provided however, that if, on the Distribution Date, any disputed claims remain, then the reorganized Debtor shall withhold payment in respect of any disputed claim until a final order has been entered by the Bankruptcy Court resolving such disputed claim.

Unclaimed Distributions.

(a) If the holder of an allowed claim fails to negotiate a check issued to such holder within ninety (90) days of the date such check was issued, then the reorganized Debtor shall provide written notice to such holder stating that unless such holder negotiates such check within thirty (30) days of the date of such notice, the amount of cash attributable to such check shall be deemed to be unclaimed, such holder's claim shall no longer be deemed to be allowed, and such holder shall be deemed to have no further claim in respect of such check and shall not participate in any further distributions under the Plan.

(b) If a distribution pursuant to the Plan to any holder of an allowed claim is returned to the reorganized Debtor due to an incorrect or incomplete address for the holder of such allowed claim, and no claim is made to the reorganized debtor as to such distribution within one hundred twenty (120) days of the return of such distribution, then the amount of

cash attributable to such distribution shall be deemed to be unclaimed and such holder shall be deemed to have no further claim in respect of such distribution and shall not participate in any further distributions under the Plan.

Transfer of Claim. In the event that the holder of any claim shall transfer such claim on and after the Effective Date, it shall immediately advise the reorganized Debtor in writing of such transfer. The reorganized Debtor shall be entitled to assume that no transfer of any claim has been made by any holder unless and until the reorganized Debtor shall have received written notice to the contrary. Each transferee of any claim shall take such claim subject to the provisions of the Plan and to any request made, waiver or consent given, or other action taken hereunder and, except as otherwise expressly provided in such notice, the reorganized Debtor shall be entitled to assume conclusively that the transferee named in such notice shall thereafter be vested with all rights and powers of the transferor under the Plan.

Determination of Claims.

(a) Following the Effective Date of the Plan and except as may otherwise be provided herein, the reorganized Debtor shall have standing to and may object to any administrative claim, priority claim, priority tax claim, secured claim, and unsecured claims. Unless otherwise ordered by the Bankruptcy Court, and except as to any late-filed claims and claims resulting from the rejection of executory contracts or unexpired leases, all objections to claims shall be filed with the Bankruptcy Court on or before sixty (60) days following the effective date (unless such period is extended by the Bankruptcy Court upon motion of the reorganized Debtor), and the confirmation order shall contain appropriate language to that effect.

(b) Disputed claims shall be fixed or liquidated in the Bankruptcy Court as core proceedings within the meaning of 28 U.S.C. §157(b)(2)(B) unless the Bankruptcy Court orders otherwise. If the fixing or liquidation of a contingent or unliquidated claim would cause undue delay in the administration of the reorganization case, such claim shall be estimated by the Bankruptcy Court for purposes of allowance and distribution. Upon receipt of a timely-filed Proof of Claim, the Debtor or other party in interest may file a request for estimation along with its objection to the claim set forth therein. The determination of claims in estimation hearings shall be binding for purposes of establishing the maximum amount of the claim for purposes of allowance and distribution. Procedures for specific estimation hearings, including provisions for discovery, shall be set by the Bankruptcy Court giving due consideration to applicable Bankruptcy Rules and the need for prompt determination of the disputed claim.

De Minimis Distributions on Account of Allowed Claims. To avoid the disproportionate expense and inconvenience associated with making distributions in amounts of less than one dollar (\$1.00) each with respect to allowed claims, the reorganized Debtor shall not be required to make, and shall be excused from making, distributions in amounts of less than \$1.00 each to holders of allowed claims.

VIII. CONDITIONS PRECEDENT

Condition Precedent to Confirmation of the Plan. The Bankruptcy Court shall not enter

the confirmation order, confirmation of the Plan shall not be effective, and the Debtor shall not be obligated to consummate the Plan, unless the Bankruptcy Court shall have made such findings and determinations regarding the Plan as shall enable the entry of the confirmation order in a manner consistent with the provisions of the Plan and in form and substance satisfactory to the Debtor.

Condition Precedent to Effective Date. The Plan shall not be consummated and the effective date shall not occur until the Bankruptcy Court has entered the confirmation order, in form and substance satisfactory to the Debtor, on the docket of this case, and no stay of the confirmation order shall be in effect.

Waiver of Conditions Precedent. The Debtor may elect to waive any condition precedent set forth above that has not been satisfied on or before the date of the confirmation hearing.

IX. INJUNCTION, EXCULPATION AND RELEASE PROVISIONS

General Injunction. Pursuant to Sections 105, 1123, 1129, and 1141 of the Bankruptcy Code, in order to preserve and implement the various transactions contemplated by and provided for in the Plan, as of the confirmation date, except as otherwise provided in the Plan or in the confirmation order, all persons or entities that have held, currently hold or may hold a claim or other debt or liability, that is discharged pursuant to the terms of the Plan are and shall be permanently enjoined and forever barred to the fullest extent permitted by law from taking any of the following actions on account of any such discharged claims, debts or liabilities, other than actions brought to enforce any rights or obligations under the Plan or the Plan documents: (a) commencing or continuing in any manner any action or other proceeding against the Debtor, the reorganized Debtor, or its respective properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtor, the reorganized Debtor, or their assets; (c) creating, perfecting or enforcing any lien or encumbrance against the Debtor, the reorganized Debtor, or their assets; (d) asserting a setoff, right of subrogation, or recoupment of any kind against any debt, liability or obligation due to the Debtor or the reorganized Debtor; or (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 the Plan or the confirmation order. The Debtor and the reorganized Debtor shall have the right to independently seek enforcement of this general injunction provision. This general injunction provision is an integral part of the Plan and is essential to its implementation.

Exculpation from Liability. To the extent permitted under the Bankruptcy Code, the Debtor, the reorganized Debtor, its respective directors, officers, employees, agents, representatives, accountants, attorneys, and professionals (acting in such capacity), and their respective heirs, executors, administrators, successors, and assigns, will neither have nor incur any liability whatsoever to any person or other entity for any act taken or omitted to be taken in good faith in connection with or related to the formulation, preparation, dissemination, implementation, confirmation, or consummation of the Plan, the Disclosure Statement, any Plan document, or any contract, instrument, release, or other agreement or document created or entered into, or any other act taken or omitted to be taken, in connection with the Plan or the reorganization case. The rights granted herein are cumulative with (and not restrictive of) any and all rights, remedies, and benefits that the Debtor, the reorganized Debtor, and its respective agents have or obtain pursuant to any

provision of the Bankruptcy Code. This exculpation from liability provision is an integral part of the Plan and is essential to its implementation.

Release. To the extent permitted under the Bankruptcy Code, on the Effective Date of the Plan, the post confirmation Debtor shall be unconditionally and hereby is deemed to be unconditionally released from any and all claims, obligations, suits, judgments, damages, rights, remedies, causes of action, charges, costs, debts, indebtedness, or liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act or omission, transaction, event or other occurrence taking place between the Petition Date and the Effective Date, which is in any way relating to the Debtor, this reorganization case, any assets of the Debtor, the business or operations of the Debtor, the Plan, or any of the transactions contemplated thereby. The confirmation order shall enjoin the prosecution by any person or entity, whether directly, derivatively or otherwise, of any such claim, obligation, suit, judgment, damage, right, remedy, cause of action, charge, cost, debt, indebtedness, or liability which arose or accrued during such period or was or could have been asserted against any of the released parties, except as otherwise provided in the Plan, the Plan documents or the confirmation order. Each of the released parties shall have the right to independently seek enforcement of this release provision. This release provision is an integral part of the Plan and is essential to its implementation.

Term of Certain Injunctions and Automatic Stay. All injunctions or automatic stays provided for in the reorganization case pursuant to Sections 105, 362, or other applicable provisions of the Bankruptcy Code, or otherwise, and in existence on the confirmation date, shall remain in full force and effect until the effective date. Any preliminary or permanent injunction entered by the Bankruptcy Court shall continue in full force and effect following the confirmation date and the final decree date, unless otherwise ordered by the Bankruptcy Court.

Untimely Claims Provisions

No Liability for Tax Claims. Unless a taxing governmental authority has asserted a claim against the Debtor before the bar date or administrative expense claims bar date established with respect to such claim, no claim of such governmental authority shall be allowed against the Debtor or the reorganized Debtor for taxes, penalties, interest, additions to tax, or other charges arising out of the failure, if any, of the Debtor, any of his affiliates, or any other person or entity to have paid tax or to have filed any tax return (including any income tax return or franchise tax return) in or for any prior year or arising out of an audit of any return for a period before the Petition Date.

No Liability for Untimely Administrative Expense Claims. Holders of administrative expense claims (including holders of any claims for post-petition federal, state or local taxes) that do not file an application or other Bankruptcy Court-approved pleading by the administrative expense claims bar date shall be forever barred from asserting such administrative expense claims against the Debtor, the reorganized Debtor, or any of its respective properties.

X. RETENTION OF JURISDICTION

General Retention. Notwithstanding the entry of the confirmation order and the occurrence of the effective date, until the reorganization case is closed, the Bankruptcy Court shall retain the

most full and extensive jurisdiction of the reorganization case that is permitted by applicable law, including that necessary to ensure that the purposes and intent of the Plan are carried out.

Specific Purposes. In addition to the general retention of jurisdiction set forth in this Plan, after confirmation of the Plan and until the reorganization case is closed, the Bankruptcy Court shall retain jurisdiction of the reorganization case for the following specific purposes:

(a) to allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any claim or equity interest, including the resolution of any application for an administrative expense, and to determine any and all objections to the allowance or priority of claims or equity interests;

(b) to determine any and all cases, controversies, suits or disputes arising under or relating to the Plan or the confirmation order (including regarding the effect of any release, discharge, or injunction provisions provided for herein or affected hereby and regarding whether conditions to the consummation and/or effective date of the Plan have been satisfied) and to enforce the obligations under the Plan;

(c) to determine any and all applications for allowance of compensation of professionals and reimbursement of expenses under Section 330, 331 or 503(b) of the Bankruptcy Code arising out of or relating to the reorganization case; provided, however, that this retention of jurisdiction shall not require prior Bankruptcy Court approval of the payment of fees and reimbursement of expenses of professionals after confirmation of the Plan unless an objection to such fees and expenses has been made by the Debtor or the reorganized Debtor;

(d) to determine any and all motions pending as of the date of the Confirmation Hearing (including pursuant to the Plan) for the rejection, assumption or assignment of executory contracts or unexpired leases to which the Debtor is a party or with respect to which the Debtor may be liable (including assumed contracts), and to determine the allowance of any claims resulting from the rejection thereof or any amount necessary to cure defaults in any assumed and/or assigned executory contracts or unexpired leases (including assumed contracts), including cure claims;

(e) to determine any and all motions, applications, adversary proceedings, contested or litigated matters, causes of action, and any other matters involving the Debtor or the reorganized Debtor commenced in connection with, or arising during, the reorganization case and pending on the Effective Date, including approval of proposed settlements thereof;

(f) to enforce, interpret, and administer the terms and provisions of the Plan and the Plan documents;

(g) to modify any provisions of the Plan to the fullest extent permitted by the Bankruptcy Code and the Bankruptcy Rules;

(h) to consider and act on the compromise and settlement of any claim against or equity interest in the Debtor or the estate;

(i) to assure the performance by the reorganized Debtor of its obligations to make

distributions under the Plan;

(j) to correct any defect, cure any omission, reconcile any inconsistency, and make any other necessary change or modification in or to the Disclosure Statement, the Plan, the Plan documents, the Confirmation Order, or any exhibits or schedules to the foregoing, as may be necessary or appropriate to carry out the purposes and intent of the Plan, including the adjustment of the date(s) of performance under the Plan in the event the effective date does not occur as provided herein so that the intended effect of the Plan may be substantially realized thereby;

(k) to resolve any disputes concerning any release of a nondebtor hereunder or the injunction against acts, employment of process, or actions against such nondebtor arising hereunder;

(l) to enforce all orders, judgments, injunctions, and rulings entered in connection with this reorganization case;

(m) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, the Disclosure Statement (if required), or the confirmation order, including the Plan documents;

(n) to review and approve any sale or transfer of assets or property by the Debtor or the reorganized Debtor, including prior to or after the date of the Plan, and determine all questions and disputes regarding such sales or transfers;

(o) to determine all questions and disputes regarding title to the assets of the Debtor, the estate, or the reorganized Debtor;

(p) to determine any motions or contested matters relating to the causes of action, whether brought before or after the effective date;

(q) to determine any motions or contested matters involving taxes, tax refunds, tax attributes, tax benefits and similar or related matters with respect to the Debtor arising on or prior to the effective date or arising on account of transactions contemplated by the Plan;

(r) to resolve any determinations which may be requested by the Debtor or the reorganized Debtor of any unpaid or potential tax liability or any matters relating thereto under Sections 505 and 1146(d) of the Bankruptcy Code, including tax liability or such related matters for any taxable year or portion thereof ending on or before the effective date;

(s) to issue injunctions, enter, and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any person or entity with consummation, implementation or enforcement of the Plan or the confirmation order;

(t) to enter and implement such orders as are necessary or appropriate if the confirmation order is for any reason modified, stayed, reversed, revoked, or vacated;

(u) to determine any other matters that may arise in connection with or relating to the

Plan, the Disclosure Statement (if required), the confirmation order, or the Plan documents;

(v) to enter such orders as are necessary to implement and enforce the injunctions described herein;

(w) to determine such other matters and for such other purposes as may be provided for in the confirmation order or as may from time to time be authorized under the provisions of the Bankruptcy Code or any other applicable law; and

(x) to enter an order concluding and terminating the reorganization case.

Closing of the Reorganization Case. In addition to the retention of jurisdiction set forth above, the Bankruptcy Court shall retain jurisdiction of the reorganization case to enter an order reopening the reorganization case after it has been closed.

MISCELLANEOUS PROVISIONS

No Admissions. The Plan provides for the resolution, settlement and compromise of claims against and equity interests in the Debtor. Nothing herein shall be construed to be an admission of any fact or otherwise binding upon the Debtor in any manner prior to the Effective Date.

Revocation or Withdrawal of the Plan. The Debtor reserves the right to revoke or withdraw the Plan prior to the confirmation date. If the Debtor revokes or withdraws the Plan, or if confirmation of the Plan does not occur, then the Plan shall be deemed null and void in all respects and nothing contained in the Plan shall be deemed to (a) constitute a waiver or release of any claims by or against, or equity interests in, the Debtor or any other person, or (b) prejudice in any manner the rights of the Debtor or any other person in any further proceedings involving the Debtor.

Settlement of Claims. The reorganized Debtor (a) may commence or continue in any appropriate court or tribunal any suit or other proceeding for the enforcement of any claim or cause of action which the Debtor in possession had or had power to assert immediately prior to the confirmation date, and (b) may settle or adjust such claim or cause of action.

Standard for Approval by the Bankruptcy Court. In the event any of the matters described herein are brought for approval before the Bankruptcy Court, then any such approval shall mean the entry of an order by the Bankruptcy Court approving the matter using the standards for approval of similar matters by a Chapter 11 Debtor in possession.

Further Assurances. The Debtor or the reorganized Debtor (as the case may be) agrees and is authorized to execute and deliver any and all papers, documents, contracts, agreements, and instruments that may be necessary to carry out and implement the terms and conditions of the Plan.

Headings. The headings and table of contents used in the Plan are for convenience and reference only and shall not constitute a part of the Plan for any other purpose or in any manner affect the construction of the provisions of the Plan.

Notices. All notices, requests, or other documents in connection with or required to be

served by the Plan shall be in writing and shall be sent by first class United States mail, postage prepaid, or by overnight delivery by a recognized courier service, to:

If to the Debtor or the Reorganized Debtor:

ASAP Enterprises of Florida, Inc.
5377 McIntosh Rd.
Sarasota, FL 34233

with a mandatory copy to:

McIntyre, Panzarella, Thanasides,
Eleff & Hoffman, P. L.
ATTN: ASAP Case Manager
6943 E. Fowler Avenue
Tampa, Florida, 33617

Contemporaneous Service. Copies of all notices under the Plan to any party shall be given to the Debtor and the reorganized Debtor and its counsel, contemporaneously with the giving of notice to such party.

Changes of Address. Any entity may change the person or address to whom or to which notices are to be given hereunder by filing a written instrument to that effect with the Bankruptcy Court and serving same on the parties set forth above.

Governing Law. Except to the extent that federal law (including the Bankruptcy Code or the Bankruptcy Rules) is applicable, or to the extent that the Plan or the provision of any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan provides otherwise, the rights and obligations arising under the Plan shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law thereof.

Limitation of Allowance. No attorneys' fees, punitive damages, penalties, special damages, lost profits, treble damages, exemplary damages, or interest shall be paid with respect to any claim or equity interest except as specified herein or as allowed by a Final Order of the Bankruptcy Court.

Estimated Claims. To the extent any Claim is estimated for any purpose other than for voting, then in no event shall such Claim be allowed in an amount greater than the estimated amount.

Consent to Jurisdiction. Upon any default under the Plan, the Debtor and the reorganized Debtor consent to the jurisdiction of the Bankruptcy Court, or any successor thereto, and agree that it shall be the preferred forum for all proceedings relating to any such default. By accepting any distribution or payment under or in connection with the Plan, by filing any Proof of Claim, by filing any cure claim, by voting on the Plan, or by entering an appearance in the reorganization case, all creditors and other parties in interest, including foreign creditors and foreign parties in interest, have consented, and shall be deemed to have expressly consented, to the jurisdiction of the Bankruptcy

Court for all purposes with respect to any and all matters relating to, arising under or in connection with the Plan or the reorganization case, including the matters and purposes set forth in this Plan. The Bankruptcy Court shall maintain jurisdiction to the fullest extent allowed under applicable law over all matters set forth in this Plan.

Setoffs. Subject to the limitations provided in Section 553 of the Bankruptcy Code, the Debtor may, but shall not be required to, set off against any claim and the payments or other distributions to be made pursuant to the Plan in respect of such claim, claims of any nature whatsoever the Debtor may have against the holder of such claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor of any such claim that the Debtor may have against such holder.

Successors and Assigns. The rights, benefits, duties, and obligations of any person named or referred to in the Plan shall be binding upon and shall inure to the benefit of any heir, executor, administrator, successor, or assign of such person.

No Postpetition Interest. Except as expressly stated in the Plan or otherwise allowed by a Final Order of the Bankruptcy Court, no holder of an allowed claim shall be entitled to the accrual of postpetition interest or the payment of postpetition interest, penalties, or late charges on account of such claim for any purpose.

Modification of Payment Terms. The reorganized Debtor reserves the right to modify the treatment of any allowed claim, as provided in Section 1123(a)(4) of the Bankruptcy Code, at any time after the effective date, upon the consent of the holder of such allowed claim.

Entire Agreement. The Plan and Plan documents set forth the entire agreement and undertakings relating to the subject matter thereof and supersede all prior discussions and documents. No person shall be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof, other than as expressly provided for herein or as may hereafter be agreed to by the parties in writing.

Severability of Plan Provisions. If, prior to confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtor, 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 the Plan will remain in full force and effect and will 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 term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

Confirmation Order and Plan Control. To the extent the confirmation order or the Plan is inconsistent with the Disclosure Statement or any agreement entered into between the Debtor and any third party, unless otherwise expressly provided in the Plan, the Plan controls the Disclosure Statement and any such agreements, and the confirmation order (any and other orders of the Court)

shall be construed together and consistent with the terms of the Plan.

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

* * * *

ASAP ENTERPRISES OF SARASOTA, INC.,
d/b/a ASAP Rental Equipment and Sales

By: /s/ Carl Castoro
Carl Castaoro, Chief Executive Officer

INDEX OF EXHIBITS

EXHIBIT A – Ballot

EXHIBIT B - Identity and Value of Material Assets of Debtor/Liquidation Analysis

EXHIBIT C - Projections of Cash Flow and Earnings

EXHIBIT D – Actual Results to Date

Exhibit A
Ballot

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

In re:

ASAP ENTERPRISES OF SARASOTA, INC.
d/b/a ASAP Rental Equipment & Sales
Debtor.

Case No.: 8:10-bk-14817-CPM
Chapter 11

**BALLOT FOR ACCEPTING OR REJECTING DEBTOR'S
PLAN OF REORGANIZATION**

The Plan of Reorganization referred to in this Ballot can be confirmed by the Court and hereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each class and the holders of two-thirds in amount of equity security interests in each class voting on the Plan of Reorganization. In the event the requisite acceptances are not obtained, the Court may nevertheless confirm the Plan of Reorganization if the Court finds that the Plan of Reorganization accords fair and equitable treatment to the class or classes rejecting it and otherwise satisfies the requirements of § 1129(b) of the Bankruptcy Code. To have your vote count, you must complete, **SIGN**, and return this ballot.

Name of Creditor: _____

Amount of Claim \$ _____ Class: _____

The undersigned, a creditor of the above-named Debtor in the unpaid principal amount listed above,

Accepts

Rejects

the Debtor's Plan of Reorganization.

Signed: _____

Print or Type Name: _____

Title: _____

Name of Company: _____

Address: _____

This ballot must be received on or before
_____, 2010 at the following address:

Clerk, United States Bankruptcy Court
Sam M. Gibbons Courthouse
801 North Florida Avenue, Suite 727
Tampa, Florida 33602-3826

A copy of this ballot is to be sent to:

Richard J. McIntyre, Esquire
McIntyre, Panzarella, Thanasides,
Eleff & Hoffman, P.L.
6943 E. Fowler Avenue
Tampa, Florida 33617

ATTORNEYS FOR DEBTOR

Exhibit B
Identity and Maximum Value of Material Assets of Debtor

EXHIBIT B - Identity and Value of Material Assets of Debtor/Liquidation Analysis

Plan Proponent's Estimated Value of Assets

Assets (All assets subject to secured creditor liens)

a. Cash on hand	\$ 39,000.00
b. Accounts receivable	\$ 664,450.00
c. Office furniture & equipment	\$ 362,986.00
e. Machinery & equipment (includes Vehicles)	\$4,751,745.00

Total Assets at Liquidation Value \$ 5,818,181.00

Less:

Secured creditors recoveries \$5,818,181.00

--- Balance for unsecured claims \$0

Total dollar amount of unsecured claims (approx) \$4,566,233

Unsecured Creditor Plan Payments \$50,000

Percentage of claims which Class 7 General Unsecured Creditors receive under Plan **1% (\$0.01)**

Percentage of Claims Which Unsecured Creditors Would Receive Or Retain in a Chapter 7 Liquidation: **0% (\$0.00)**

Exhibit C
Financial Projections

EXHIBIT C - Financial Projections

Assumes confirmation of Plan in late October/early November 2010

	August	September	October	November	December	2011	2012	2013
Revenues								
Rental	\$465,000	\$465,000	\$465,000	\$465,000	\$465,000	\$5,580,000	\$5,580,000	\$5,580,000
Sales - Used	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$540,000	\$540,000	\$540,000
Parts	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,200,000	\$1,200,000	\$1,200,000
Service	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$90,000	\$90,000	\$90,000
General Retail	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$180,000	\$180,000	\$180,000
Finance/Other Income	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000	\$12,000	\$12,000
Total Revenues	\$633,500	\$633,500	\$633,500	\$633,500	\$633,500	\$7,602,000	\$7,602,000	\$7,602,000
Cost of Sales								
Sales - Used	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000	\$456,000	\$456,000	\$456,000
Parts	\$97,500	\$97,500	\$97,500	\$97,500	\$97,500	\$1,170,000	\$1,170,000	\$1,170,000
General Retail	\$12,750	\$12,750	\$12,750	\$12,750	\$12,750	\$153,000	\$153,000	\$153,000
Freight - Net	\$500	\$500	\$500	\$500	\$500	\$6,000	\$6,000	\$6,000
Inventory Adjustments	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000	\$24,000	\$24,000
Vendor Discounts	\$500	\$500	\$500	\$500	\$500	\$6,000	\$6,000	\$6,000
Total Cost of Sales	\$151,250	\$151,250	\$151,250	\$151,250	\$151,250	\$1,815,000	\$1,815,000	\$1,815,000
Operating Expenses								
Payroll	\$186,000	\$186,000	\$186,000	\$186,000	\$186,000	\$2,232,000	\$2,232,000	\$2,232,000
Payroll Taxes & WC	\$22,320	\$22,320	\$22,320	\$22,320	\$22,320	\$267,840	\$267,840	\$267,840
Health Insurance	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$78,000	\$78,000	\$78,000
Total Personnel	\$214,820	\$214,820	\$214,820	\$214,820	\$214,820	\$2,577,840	\$2,577,840	\$2,577,840
Repairs & Maintenance								
Fuel Expense	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$300,000	\$300,000	\$300,000
Rent & Leases	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$480,000	\$480,000	\$480,000
Insurance	\$8,100	\$8,100	\$8,100	\$8,100	\$8,100	\$97,200	\$97,200	\$97,200
Supplies	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$180,000	\$180,000	\$180,000
Total Operating	\$91,300	\$91,300	\$91,300	\$91,300	\$91,300	\$1,095,600	\$1,095,600	\$1,095,600
Advertising								
Property Taxes	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$15,600	\$15,600	\$15,600
Telephone	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$240,000	\$240,000	\$240,000
	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$96,000	\$96,000	\$96,000

Accounting	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000	\$48,000	\$48,000
Computer	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$84,000	\$84,000	\$84,000
Bank/CC Charges	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$78,000	\$78,000	\$78,000
Collections	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$300,000	\$300,000	\$300,000
Office Supplies	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400	\$14,400	\$14,400
Utilities	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000	\$60,000	\$60,000
Travel	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$18,000	\$18,000	\$18,000
Misc.	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000	\$48,000	\$48,000
Total Administrative	\$83,500	\$83,500	\$83,500	\$83,500	\$83,500	\$1,002,000	\$1,002,000	\$1,002,000
Net Income	\$92,630	\$92,630	\$92,630	\$92,630	\$92,630	\$1,111,560	\$1,111,560	\$1,111,560

PLAN PAYMENTS

US Trustee**	2167	2167	2167	2167	2167			
Administrative Rent***								
Attorney Fees****								
Appraiser*****								
Sarasota Tax Collector	3200	3200	3200	3200	3200	38400	38400	38400
Class 1 - Employees								
Class 2 BBT*****						\$15,124.00	\$15,124.00	
Class 3 CNH*****								
Class 6 Ford						2677.92	2677.92	2677.92
Class 7 General Unsecured						20000	20000	10000
Class 8 Equity*					20000*			

*Cash Infusion

** Assumes that the bankruptcy case can be closed before the end of 2010.

***To be negotiated

****To be paid pursuant to an Order of the Court and by agreement between the parties.

*****Previously budgeted

*****BB&T and CNH have multiple options, which effects the payment amounts.

Exhibit D
Actual Results to Date

	21-Jun Actual	July (30)	Total Proposed Cash Collateral	Actual through July 26th
Revenues				
Rental	\$112,500	\$405,000	\$517,500	
Sales - New				
Sales - Used	\$14,000	\$50,000	\$64,000	
Parts	\$9,000	\$36,000	\$45,000	
Service	\$3,750	\$10,000	\$13,750	
General Retail	\$3,750	\$15,000	\$18,750	
Finance/Other Income	\$250	\$1,000	\$1,250	
CASH - BBT				\$32,289
CASH - CNH				\$9,402
CASH - OTHER				\$111,365
AR PRE - BBT				\$76,276
AR PRE - CNH				\$101,190
AR POST - BBT				\$28,652
AR POST - CNH				\$12,424
AR - OTHER				\$132,501
Cash				\$40,028
Cash from AR				\$142,275
Total Revenues	\$143,250	\$517,000	\$660,250	\$686,401
Cost of Sales				
Sales - New				
Sales - Used	\$12,000	\$45,000	\$57,000	\$0
Parts	\$8,000	\$32,400	\$40,400	\$27,701
General Retail	\$3,188	\$12,750	\$15,938	\$1,846
Freight - Net	\$125	\$500	\$625	\$116
Inventory Adjustments	\$500	\$2,000	\$2,500	\$0
Vendor Discounts	\$125	\$500	\$625	\$0
Total Cost of Sales	\$23,938	\$93,150	\$117,088	\$29,663
Operating Expenses				
Payroll	\$45,000	\$179,000	\$224,000	\$166,497
Payroll Taxes & WC	\$3,338	\$21,480	\$24,818	\$14,236
Health Insurance	\$602	\$6,500	\$7,102	\$6,831
Total Personnel	\$48,940	\$206,980	\$255,920	\$187,564
Repairs & Maintenance	\$7,500	\$20,000	\$27,500	\$8,223
Fuel Expense	\$10,000	\$40,000	\$50,000	\$37,899

Rent & Leases	\$0	\$8,100	\$8,130	\$8,100	\$8,130	\$8,130
Insurance	\$25,617	\$25,617	\$21,620	\$51,234	\$21,620	\$21,620
Supplies	\$750	\$3,000	0	\$3,750	\$0	\$0
Total Operating	\$43,867	\$96,717	\$67,655	\$140,584	\$75,872	\$75,872
Advertising	\$250	\$1,000	\$291	\$1,250	\$291	\$291
Property Taxes	\$0	\$22,000	\$0	\$22,000	\$0	\$0
Telephone	\$2,250	\$9,000	\$9,788	\$11,250	\$10,182	\$10,182
Accounting	\$7,500	\$12,000	\$1,500	\$19,500	\$6,500	\$6,500
Computer	\$1,000	\$4,000	\$2,416	\$5,000	\$2,416	\$2,416
Bank/CC Charges	\$1,625	\$6,500	\$1,221	\$8,125	\$1,409	\$1,409
Bankruptcy Administrator		\$3,333	\$0	\$3,333	\$0	\$0
Equipment Valuation		\$5,000	\$0	\$5,000	\$0	\$0
Collections	\$5,000	\$20,000	\$699	\$25,000	\$699	\$699
Office Supplies	\$250	\$1,000	\$284	\$1,250	\$284	\$284
Utilities	\$1,250	\$5,000	\$4,676	\$6,250	\$4,676	\$4,676
Travel	\$375	\$1,500	\$750	\$1,875	\$750	\$750
Misc.	\$1,000	\$4,000	\$644	\$5,000	\$3,443	\$3,443
Sales Tax Pass Through			\$39,865		\$39,865	\$39,865
Total Administrative	\$20,500	\$94,333	\$83,512	\$114,833	\$91,893	\$91,893
BB&T Adequate						
CNH Adequate	\$1,331	\$14,073		\$14,073	\$14,073	\$14,073
Net Income	\$4,674	\$6,422	\$136,499	\$11,096	\$301,976	\$301,976
Receivables						
CNH	\$202,919.00					
Paid down	\$113,613.71					
Added	\$170,039.00					
Ending	\$259,344.29					
	\$56,425.29 INCREASE					
BBT/Other Receivables	\$706,588.00					
Paid Down	\$237,428.35					
Added	\$240,848.55					
Ending	\$710,008.20					
	\$3,420.20 INCREASE					