

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380431

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	COURT ORDER		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sweet Onion Trading Corporation		11/23/2015	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sweet Onion Trading LLC		
<b>Street Address:</b>	110 Terrace Drive		
<b>City:</b>	Olyphant		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18447		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3107994	SUNBRERO SWEET ONIONS	
<b>Registration Number:</b>	2897885	TREASURE TRADER	
<b>Registration Number:</b>	2897886		
<b>Registration Number:</b>	3348974	LONGBOARD SWEET ONIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	onions@michaelcutlerco.com		
<b>Correspondent Name:</b>	Michael Cutler		
<b>Address Line 1:</b>	110 Terrace Drive		
<b>Address Line 4:</b>	Olyphant, PENNSYLVANIA 18447		
<b>NAME OF SUBMITTER:</b>	Michael Cutler		
<b>SIGNATURE:</b>	/Michael Cutler/		
<b>DATE SIGNED:</b>	04/13/2016		
<b>Total Attachments: 16</b>			
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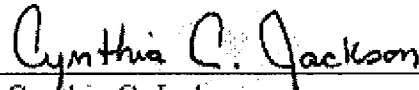
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ORDERED.

Dated: November 23, 2015

  
Cynthia C. Jackson  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION  
[www.flmb.uscourts.gov](http://www.flmb.uscourts.gov)

In re:

SWEET ONION TRADING  
CORPORATION,

Case No.: 6:14-bk-13792-CCJ  
Chapter 11

Debtor.  
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**ORDER APPROVING DEBTOR'S DISCLOSURE STATEMENT AND  
CONFIRMING DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION**

This case came on for hearing on October 29, 2015 to consider approval of the Debtor's Amended Disclosure Statement (Doc. 69) (the "Disclosure Statement") and confirmation of the Debtor's Second Amended Plan (the "Plan") (Doc. 92). The Plan was transmitted to creditors and interest holders. After hearing on proper notice, upon the confirmation affidavit presented at the hearing, and for the reasons stated orally and recorded in open court, the Court finds that the requirements of confirmation as set forth in 11 U. S. C. §1129(a) are satisfied. Accordingly, it is

**ORDERED:**

1. The Disclosure Statement is approved.
2. The Plan is confirmed.
3. The Debtor is authorized to execute all agreements and take all actions needed to implement the Plan.

4. The Debtor shall file all objections to claims within thirty (30) days of the entry of this Order.

5. Pursuant to the Plan and in accordance with 11 U. S. C. §1146(a), the issuance, transfer or exchange of securities pursuant to the Plan, or the transfer of, or creation of any lien on, any property of the Debtor pursuant to the Plan or pursuant to an Order of the Court, shall not be taxed under any law imposing a stamp tax, transfer tax, recordation tax, or similar tax.

6. The Debtor shall pay all fees owing to the Office of the United States Trustee within ten (10) days from the entry of this Order.

7. Pursuant to Local Rule 3022-1, the Debtor shall file a Certificate of Substantial Consummation and a Motion for Final Decree with thirty (30) days after the later of:

- a. the Effective Date of the Plan; or
- b. disposition of all objections to claims, adversary proceedings and other contested matters.

8. The Debtor shall file a report within ninety (90) days from the entry of this Order. If this case remains open, then the report shall include: (1) a statement of distribution by class, name of creditor, date of distribution, and amount paid; (2) a statement of transfer of property; and (3) a statement of affirmation that the debtor has substantially complied with the provisions of the confirmed Plan.

9. The Court retains jurisdiction for any and all matters that may come before the Court in the administration of the Plan and pursuant to this Order, specifically including but not limited to, the jurisdiction to determine all objections to claims; to fix and award all compensation to parties; to hear and determine all questions concerning the assets or property of the Debtor, including any questions relating to any sums of money, services, or property due to

the Debtor; to determine all matters of any nature or type necessary or appropriate to carry out the Plan.

10. *Post Confirmation Status Conference.* A post confirmation status conference in this case is scheduled for **April 21, 2016** at 2:00 pm.

Attorney, Kenneth D. (Chip) Herron, Jr., is directed to serve a copy of this order on interested parties and file a proof of service within 3 days of the entry of the order.

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In re:

SWEET ONION TRADING  
CORPORATION,

Case No.: 6:14-bk-13792-CCJ  
Chapter 11

Debtor

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**DEBTOR'S SECOND AMENDED PLAN**

COUNSEL FOR DEBTOR

KENNETH D. HERRON, JR.  
FLORIDA BAR NO. 699403  
WOLFF, HILL, McFARLIN & HERRON, P.A.  
1851 WEST COLONIAL DRIVE  
ORLANDO, FLORIDA 32804

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In re:

SWEET ONION TRADING  
CORPORATION,

Case No.: 6:14-bk-13792-CCJ  
Chapter 11

Debtor  
\_\_\_\_\_ /

**DEBTOR'S SECOND AMENDED PLAN**

This Second Amended Plan (the "Plan") is proposed by the Debtor, Sweet Onion Trading Corporation, pursuant to 11 U. S. C. §§1121 and 1128 and amends and replaces all plans previously proposed by the Debtor.

**ARTICLE 1 -- DEFINITIONS - INTERPRETATION**

**1.01. Definitions.** For purposes of this Plan, the following definitions shall apply unless the context clearly requires otherwise:

a. Administrative Expense shall mean a cost or expense of administration of the Chapter 11 Case allowed under §§503(b) and 507(a)(2) of the Bankruptcy Code.

b. Allowed when used with respect to a Claim or Interest, shall mean a Claim or Interest (a) proof of which was filed with the Bankruptcy Court on or before the Bar Date, and (i) as to which no objection has been filed by the Objection Deadline, unless such Claim or Interest is to be determined in a forum other than the Bankruptcy Court, in which case such Claim or Interest shall not become allowed until determined by Final Order of such other forum and allowed by Final Order of the Bankruptcy Court; or (ii) as to which an objection was filed by the Objection Deadline, to the extent allowed by a Final Order; (b) allowed by a Final Order; or (c) listed in the Debtor's schedules filed in connection with this Chapter 11 Case and not identified as contingent, unliquidated, or disputed.

c. Bankruptcy Rules mean the Federal Rules of Bankruptcy Procedure, as amended, and as supplemented by the Local Rules of Practice and Procedure of the Bankruptcy Court, as amended.

d. Bar Date shall mean the following dates fixed by order of the Bankruptcy Court by which a proof of Claim or Interest must be filed against the Debtor: April 13, 2015 for non-governmental units and June 22, 2015 for governmental units.

e. Bankruptcy Code shall mean 11 U.S.C. §101 et seq., and any amendments thereto.

f. Bankruptcy Court shall mean the United States Bankruptcy Court, Middle District of Florida, Orlando Division, and any court having competent jurisdiction to hear appeals or certiorari proceedings therefrom.

g. Business Day shall mean any day except Saturday, Sunday, or any legal holiday.

h. Chapter 11 Case shall mean the above-referenced Chapter 11 reorganization case of the Debtor pending in the Bankruptcy Court.

i. Claim shall mean, as defined in §101(5) of the Bankruptcy Code: (a) any right to payment from the Debtor, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from the Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

j. Class means a group of Claims of Interests substantially similar to each other as classified under this Plan.

k. Confirmation Date shall mean the date of entry of the Confirmation Order.

l. Confirmation Order shall mean the order entered by the Bankruptcy Court confirming the Plan.

m. Contested when used with respect to a Claim or Interest, shall mean a Claim or Interest that is not an Allowed Claim or Interest.

n. Disallowed when used with respect to a Claim or Interest, shall mean a Claim or Interest to the extent 14 days have expired since it has been disallowed by order of the Bankruptcy Court, unless proper application for a stay of such order has been made within such 14-day period, in which case the Claim or Interest shall be disallowed 30 days after entry of the order disallowing such Claim or Interest, unless prior to the expiration of such period, a stay is obtained with respect to the order disallowing the Claim or Interest.

o. Disclosure Statement means the disclosure statement of the same date as this Plan that was filed by the Debtor and approved by the Bankruptcy Court pursuant to Bankruptcy Code Section 1125 and any amendments thereto, including all exhibits.

p. Distribution Date when used with respect to each Claim or Interest shall mean as soon as practicable after the later of (a) the Effective Date, or (b) the first Business Day of the next calendar month after the date upon which the Claim or Interest becomes an Allowed Claim or Interest, unless the Claim or Interest becomes an Allowed Claim or Interest within



fifteen days before the first Business Day of the next calendar month, in which case the Distribution Date shall be the first Business Day of the next succeeding calendar month.

q. Effective Date shall mean: (a) if no stay of the Confirmation Order is in effect, then the date which a Business Day selected by the Debtor which is not more than thirty (30) days following the date of the Confirmation Order; or (b) if a stay of the Confirmation Order is in effect, then the date which is a Business Day selected by the Debtor which is not more than thirty (30) days following the date the stay is vacated or any appeal, rehearing, remand or petition for certiorari is resolved in a manner that does not reverse or materially modify the Confirmation Order.

r. Final Order means an order of the Bankruptcy Court, which order shall not have been reversed, stayed, modified or amended and the time to appeal from or to seek review or rehearing of such order shall have expired and which shall have become final in accordance with applicable law.

s. Interests means the equity interests in the Debtor.

t. Objection Deadline means the date by which objections to Claims and Interests must be filed with the Bankruptcy Court, which shall be 30 days after the Confirmation Date, unless otherwise extended by the Bankruptcy Court.

u. Other Secured Claims means any Secured Claim except the Secured Claims separately classified under the Plan.

v. Petition Date shall mean December 24, 2014, the date on which the petition for relief was filed in the Chapter 11 case.

w. Plan shall mean this Chapter 11 plan, as amended or modified in accordance with the Bankruptcy Code.

x. Priority Non-Tax Claim shall mean a Claim entitled to priority pursuant to §§507(a)(3), 507(a)(4), 507(a)(5), 507(a)(6) or 507(a)(7) of the Bankruptcy Code.

y. Priority Tax Claim shall mean a Claim entitled to priority pursuant to §507(a)(8) of the Bankruptcy Code.

z. Pro Rata Share means the ratio that the amount of a particular Allowed Claim or Interest bears to the total amount of Allowed Claims or Interests of the same class, including Contested Claims or Interests, but not including Disallowed Claims or Interests, as calculated by the Debtor as of the Distribution Date.

aa. Secured Claim shall mean a Claim secured by a lien against property in which the Debtor has an interest, or which is subject to setoff under §553 of the Bankruptcy Code to the extent of the value (determined in accordance with §506(a) of the Bankruptcy Code)

of the interest of the holder of such Claim in the Debtor's interest in such property or to the extent of the amounts subject to such setoff, as the case may be.

bb. Unsecured Claim means a Claim other than an Administrative Expense, a Priority Non-Tax Claim, a Priority Tax Claim, or a Secured Claim.

**1.02. Bankruptcy Code Definitions.** Definitions in the Bankruptcy Code and Bankruptcy Rules shall be applicable to the Plan unless otherwise defined in the Plan. The rules of construction in Bankruptcy Code §102 shall apply to the Plan.

**1.03. Interpretation.** Unless otherwise specified, all section, article and exhibit references in the Plan are to the respective section in, article of, or exhibit to, the Plan, as the same may be amended, waived, or modified from time to time. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender. As to contested matters, adversary proceedings, and other actions or threatened actions, this Plan and the Disclosure Statement shall not be construed as a stipulation or admission, but rather, as a statement made in settlement negotiations.

## **ARTICLE 2 – CLASSIFICATION OF CLAIMS AND INTERESTS**

**2.01. General Rules of Classification.** Generally, a Claim or Interest is classified in a particular Class only to the extent the Claim or Interest qualifies within the description of the Class, and is classified in another Class or Classes to the extent any remainder of the Claim qualifies within the description of such other Class. If a Claim qualifies for inclusion in a more specifically defined Class, then the Claim shall be included only in the more specifically defined Class. Notwithstanding anything contained herein to the contrary, if a Claim is not allowed, then the Debtor is not bound by any classification made or implied herein.

**2.02. Classification.** Claims against and Interests in the Debtor will be classified and treated as follows, except to the extent otherwise agreed:

**Class 1 - Allowed PACA Claims.** This Class consists of the holders of Allowed PACA Claims as described in the Court's March 5, 2015 Order Establishing Payment Procedure for PACA Claims (Doc. No. 54) (the "PACA Order").

**Class 2 - Allowed Superpriority Administrative Claim of Michael Cutler Company.** This Class consists of the claim of Michael Cutler Company ("MCC") as described in the Court's Order dated (Doc. No. 59) (the "MCC Order").

**Class 3 - Allowed Secured Claim of Bank of America.** This Class consists of the Allowed Secured Claim of the Bank of America ("BOA"). The Debtor listed BOA as a secured creditor on Schedule D, based upon a UCC-1 filed by BOA on February 6, 2008

(document no. 200807589959) and continued by a UCC-3 (document no. 201207762677). BOA filed proof of claim number 8 in the amount of \$136,994.07 as a general unsecured claim.

**Class 4 - Allowed Secured Claim of Wells Fargo.** This Class consists of the Allowed Secured Claim of Wells Fargo Bank, N. A. (“Wells Fargo”). The Debtor listed Wells Fargo as a secured creditor in Schedule D, based upon a UCC-1 filed on February 15, 2008 by Wachovia Bank, as successor to Wells Fargo (document no. 200807660467) and continued by a UCC-3 (document no. 201308166387). Wells Fargo filed proof of claim number 9 in the amount of \$350,574.04 as secured claim.

**Class 5 - Allowed Unsecured Creditors.** This Class consists of all Allowed Unsecured Claims, including, but not limited to, the claims of BOA and Wells Fargo described above.

**Class 6 - Equity Holders.** This Class consists of all holders of Interests.

### **ARTICLE 3 - TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS, U. S TRUSTEES FEES AND PRIORITY TAX CLAIMS**

**3.01 Unclassified claims.** Under section §1123(a)(1), administrative expense claims, and priority tax claims are not in classes.

**3.02 Administrative Expense Claims.** Each holder of an administrative expense claim allowed under §503 of the Code will be paid in full on the Effective Date, in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

**3.03 Priority Tax Claims.** Each holder of a priority tax claim will receive on account of such claim regular monthly payments in cash of a total value, as of the Effective Date, equal to the allowed amount of such claim over a period commencing thirty (30) days after the Effective Date and ending not later than 5 years after the date of the order for relief.

**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 will be paid on the Effective Date.

### **ARTICLE 4 – TREATMENT OF CLAIMS AND INTERESTS**

The classes of claims and interests as classified in Article 2 shall receive the following treatment under this Plan:

**Class 1 - Allowed PACA Claims.** The balance due under the PACA Order, as of the date of this Plan, is approximately \$50,873.00. All Allowed PACA claims shall be paid in full on the Effective Date. The holders of Allowed PACA Claims shall maintain and retain all

rights and remedies available under the Perishable Agricultural Commodities Act, including all claims and remedies against all responsible parties, until their Allowed PACA Claims are paid in full.

**Class 2 - Allowed Superpriority Administrative Claim of Michael Cutler Company.** Per the MCC Order, MCC was granted a superpriority administrative claim that would be required to be paid in full on the Effective Date, unless MCC agrees to different treatment. The Debtor proposes to convert MCC's superpriority administrative claim into an Allowed Secured Claim equal to the amounts advanced by MCC plus the amounts earned and unpaid for operational services as of the confirmation date. The Debtor estimates that the Allowed Secured Claim of MCC will be \$150,000.00.

The Debtor shall execute a promissory note in favor of MCC in an amount equal to the Allowed Secured Claim of MCC (the "MCC Note"). The MCC Note shall be secured by a first priority lien against all assets of the Debtor, except the assets being sold to Sweet Onion Trading, LLC. The lien shall be documented by the filing of a UCC-1 which references and incorporates this Plan and the Confirmation Order. The Note shall contain the following terms:

*Interest Rate:* From the Confirmation Date until paid in full, the outstanding balance of the MCC Note shall bear simple interest at a 5.25% per annum.

*Payments:* MCC shall be paid whatever amounts are remaining from the Debtor's cash and accounts receivable after the Debtor pays its postpetition accounts payable. To the extent that there are insufficient funds to pay the MCC claim in full, Sweet Onion Trading, LLC shall assume and agree to be responsible for payment of the balance of the claim.

**Class 3 - Allowed Secured Claim of Bank of America.** The Debtor contends that the claims in Classes 1 and 2 have priority over all other claims, including the BOA claim, and that the amounts owed to the holders of claims in Class 1 and 2 exceed the value of the collateral that secures the BOA claim. Accordingly, all amounts owed to BOA shall be treated as an unsecured claim under Class 5. Pursuant to 11 U. S. C. §506(d) the UCC held BOA shall be void and pursuant to Fla. Stat. §679.513 a termination statement shall be filed with the Florida Secured Transaction Registry to terminate the UCC of record.

**Class 4 - Allowed Secured Claim of Wells Fargo.** The Debtor contends that the claims in Class 1, Class 2 and Class 3 have priority over the Wells Fargo claim and that the amounts owed to the holders of claims in Classes 1, 2 and 3 exceed the value of the collateral that secures the Wells Fargo claim. Accordingly, all amounts owed to Wells Fargo shall be treated as an unsecured claim under Class 5. Pursuant to 11 U. S. C. §506(d) the UCC held by Wells Fargo shall be void and pursuant to Fla. Stat. §679.513 a termination statement shall be filed with the Florida Secured Transaction Registry to terminate the UCC of record.

**Class 5 - Allowed Unsecured Creditors.** Holders of Allowed Unsecured Claims shall receive a prorata amount of \$10,000.00, which shall be paid in a lump sum on the Effective Date.

**Class 6 - Equity Holders.** All Interests will be cancelled on the Effective Date.

**ARTICLE 5 - PROVISIONS FOR  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

The Debtor has not previously assumed any executory contracts or unexpired leases. The Debtor will not assume any executory contracts. On the Effective Date, all executory contracts and unexpired leases shall be rejected by the Debtor, including, but not limited to the following:

<b>Name of Other Parties to Lease or Contract</b>	<b>Description of Contract or Lease</b>
Kemper Business Systems 1100 E. Strawbridge Ave. Melbourne, Florida 32901	\$130.00 per month

The Confirmation Order shall constitute an order of the Bankruptcy Court approving the rejections of executory contracts and unexpired leases as of the Effective Date.

**ARTICLE 6 - MEANS FOR IMPLEMENTATION OF THE PLAN**

This Plan will be implemented as follows:

**6.01 Sale of Assets to Third Party.** Pursuant to 11 U. S. C. §§1123(a)(5)(D) and 363(b)(1), on the Effective Date the Debtor shall sell certain assets of the estate to a third party, as follows:

- a. Purchaser: Sweet Onion Trading, LLC
- b. Purchase Price: The greater of \$85,000.00 or a sum sufficient to pay all Administrative Claims in full (excluding the Class 2 - Allowed Superpriority Administrative Claim of Michael Cutler Company), all Class 1 - Allowed PACA Claims in full, all unpaid fees owing to the United States trustee as of the Effective Date and the sum of \$10,000.00 for payment to the holders of Allowed Class 5 Claims (the "Sale Price").
- c. Assets to be Sold: The Debtor's customer list, the Debtor's phone number, the Debtor's intellectual property, including any and all domain names and all goodwill associated with the Debtor's business.
- d. Terms and Condition of Sale / Other Consideration: The assets will be sold to Sweet Onion Trading, LLC free and clear of all claims and interests. Sweet Onion Trading, LLC shall place a deposit equal to the Sale Price in escrow with the Debtor's attorney at least seven days prior to the Confirmation Hearing. If the Plan is confirmed, then on the Effective Date, Debtor's counsel shall pay the Allowed PACA Claims, the holders of Allowed

Administrative Claims and any fees owing to the United States Trustee. In consideration for the purchase of the assets, after the Confirmation Hearing the Debtor shall cease conducting any new business. After the Confirmation Hearing, the business of the Debtor will be limited to collecting its accounts receivable and paying its accounts payable.

**6.02 Funding and Implementation of the Plan.** The distributions required under this Plan will be funded from the following sources:

- a. cash on hand and on deposit;
- b. funds received from the sale of assets to Sweet Onion Trading, LLC, as provided above; and
- c. funds received from the collection of accounts receivable revenues from future operations of the Debtor's business.

**6.03 Continued Existence and Later Dissolution.** The Debtor will continue to exist after the Effective Date as a corporation in accordance with the laws of the State of Florida for the purpose of collecting accounts receivable and making payments on postpetition accounts payable and to MCC on its Class 2 Claim. After collection of all accounts receivable and distribution of all cash, the Debtor shall be liquidated and dissolved in accordance with Florida law.

**6.03 Amendment to Articles of Incorporation and Bylaws.** The Articles of Incorporation and the bylaws of the Debtor shall be amended as necessary to satisfy the provisions of the Plan and Bankruptcy Code.

**6.04 Directors and Officers of the Debtor After Confirmation.** After confirmation of the Plan, Barry Rogers shall serve as the sole director and sole officer of the Debtor. Barry Rogers shall continue to receive the same salary that he received prepetition and as approved by the Court during the case (\$4,575.00 bi-weekly) (Doc. No. 58) during the liquidation period. He shall not receive any additional pay or compensation for acting as the sole director and sole officer.

**6.05 Revesting of Assets.** The property of the Bankruptcy Estate of the Debtor shall revest in the Reorganized Debtor on the Effective Date, except as otherwise provided in the Plan. As of the Effective Date, all property of the Debtor shall be free and clear of all Claims and Interests, except as specifically provided in the Plan.

**6.06 Assumption of Liabilities.** The liability for and obligation to make distributions required under the Plan, shall be assumed by the Reorganized Debtor, which shall have the liability for and obligation to make all distributions of property under the Plan. Additionally, Sweet Onion Trading, LLC shall assume the balance of any claim owed to MCC.

**6.07 Avoidance Actions.** Causes of action that could be asserted by the Debtor pursuant to Bankruptcy Code §§542, 543, 544, 545, 547, 548, 549, 550, or 553 shall, except as

otherwise provided in the Plan, be retained by the Debtor. Any net recovery realized by a Debtor on account of such causes of action, shall be the property of Debtor, subject to the MCC lien.

**6.08 11 U. S. C. §1146(a) and Loan or Transfer Documents.** Pursuant to 11 U. S. C. §1146(a) the issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer under a plan confirmed under section 1129 of this title, may not be taxed under any law imposing a stamp tax or similar tax.

## **ARTICLE 7 - PROVISIONS GOVERNING DISTRIBUTION**

**7.01 Pro Rata Distribution.** Unless otherwise provided in the Plan, for any Class of Claims or Interests that is impaired, the holders of such Claims or Interests shall receive a Pro Rata Share of the property to be distributed to the Class under the Plan. If, and when, Contested Claims or Interests in any such Class become Disallowed Claims or Interest, the Pro Rata Share to which each holder of an Allowed Claim or Interest in such Class is entitled, shall increase commensurately. Accordingly, the Debtor, in its sole discretion, shall have the right to make or direct the making of subsequent interim distributions to the holders of Allowed Claims or Interests in such Class to reflect any increases in the Pro Rata Share. In any event, as soon as practicable after all Contested Claims or Interests in any Class receiving Pro Rata Shares have become either Allowed or Disallowed, a final distribution shall be made to the holders of Allowed Claims or Interests in such Class to account for any final adjustment in the Pro Rata Share of such holders.

**7.02. De Minimis Distributions.** Notwithstanding any other provision of the Plan, there shall be no distribution of less than \$20.00 on account of any Allowed Claim or Interest. If the Plan contemplates multiple distributions then the distribution shall accrue, without interest, and will be distributed on account of the Allowed Claim or Interest if and when the amount to be distributed equals or exceeds \$20.00.

**7.03 Distribution Date.** Unless otherwise specified in the Plan or by order of the Bankruptcy Court:

a. Property to be distributed to an impaired Class under the Plan shall be distributed on the Distribution Date. Distributions to be made on the Distribution Date shall be deemed made on the Distribution Date if made on the Distribution Date or as soon as practicable thereafter, but in no event later than ten (10) Business Days after the Distribution Date.

b. Property to be distributed under the Plan to a Class that is not impaired shall be distributed on the latest of: (i) the Distribution Date; and (ii) the date on which the distribution to the holder of the Claim or Interest would have been made in the absence of the Plan.

**7.04 Disbursing Agent.** From the Deposit paid by Sweet Onion Trading, LLC, the attorneys' for the Debtor shall pay all Allowed Administrative Claims, Allowed PACA Claims,

the fees owed to the United States Trustee and the prorata payments owed to the holder of Allowed Class 5 Unsecured Claims. Any other payments shall be made by the Debtor.

**7.05 Cash Payments.** Cash payments made pursuant to the Plan shall be in U.S. funds, by check drawn against a domestic bank, or by wire transfer from a domestic bank.

**7.06 Delivery of Distributions.** Distributions and deliveries to holders of Allowed Claims and Interest shall be made at the addresses set forth on the proofs of Claim or Interest filed by such holders (or at the last known addresses of such holders if no proof of Claim or Interest is filed or if the Debtor has been notified of a change of address). If any distribution to a holder is returned as undeliverable, then no further distributions to such holder shall be made unless and until the Debtor is notified of the holder's then-current address, at which time all missed distributions shall be made to such holder, without interest. All Claims for undeliverable distributions shall be made on or before the fifth anniversary of the Distribution Date. After such date, all unclaimed property shall revert to the Debtor, and the claim of any holder with respect to such property shall be discharged and forever barred.

**7.07 Time Bar to Cash Payments.** Checks issued by the Debtor in respect of Allowed Claims shall be null and void if not cashed within ninety (90) days of the date of issuance thereof. Requests for reissuance of any checks shall be made directly to the Debtor by the holder of the Allowed Claim with respect to which such check originally was issued. Any claim in respect of such a voided check shall be made on or before the later of the fifth anniversary of the Distribution Date or ninety (90) days after the date of issuance of such check. After such date, all claims in respect of void checks shall be discharged and forever barred.

## **ARTICLE 8 - PROCEDURES FOR RESOLVING AND TREATING CONTESTED CLAIMS**

**8.01 Objection Deadline.** Unless extended by the Bankruptcy Court, the Debtor shall file any objections to Claims or Interest no later than thirty (30) days after the Confirmation Date.

**8.02 Prosecution of Objections.** The Debtor shall have authority to file objections, litigate to judgment, settle, or withdraw objections to Contested Claims or Interests. All professional fees and expenses incurred by the Debtor from and after the Confirmation Date, shall be paid in the ordinary course of business without further order of the Bankruptcy Court.

**8.03 No Distributions Pending Allowances.** No payments or distributions shall be made with respect to any Contested Claim or Interest unless and until all objections to such Claim or Interest are resolved and such Claim becomes an Allowed Claim or Interest.

**8.04 Escrow of Allocated Distributions.** The Debtor shall withhold from the property to be distributed under the Plan, and shall place in escrow, amounts sufficient to be distributed on account of Contested Claims and Interest as of the Effective Date. As to any Contested Claim, upon a request for estimation by the Debtor, the Bankruptcy Court shall determine what amount



is sufficient to withhold in escrow pending Disallowance of the Claim or Interest. The Debtor shall also place in escrow any dividends, payments, or other distributions made on account of, as well as any obligations arising from, the property withheld in escrow pursuant hereto, to the extent such property continues to be withheld in escrow at the time such distributions are made or such obligations arise. If practicable, the Debtor may invest any cash it has withheld in escrow in a manner that will yield a reasonable net return, taking into account the safety of the investment.

**8.05 Distributions After Allowance.** Payments and distributions from escrow to each holder of a Contested Claim or Interest, to the extent that such Claim or Interest ultimately becomes an Allowed Claim or Interest, shall be made in accordance with the provisions of the Plan governing the class of Claims or Interests to which the respective holder belongs. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing such Claim or Interest becomes a Final Order, any property in escrow that would have been distributed prior to the date on which a Contested Claim or Interest became an Allowed Claim or Interest shall be distributed, together with any dividends, payments, or other distributions made on account of, as well as any obligations arising from, the property from the date such distributions would have been due had such Claim or Interest then been an Allowed Claim or Interest to the date such distributions are made.

**8.06 Distributions After Disallowance.** If any property withheld in escrow remains after all objections to Contested Claims or Interests of a particular class have been resolved, then such remaining property, to the extent attributable to the Contested Claims or Interests, shall be distributed as soon as practicable in accordance with the provisions of the Plan governing the class of Claims or Interests to which the Disallowed Claim or Interest belong.

*/s/ Kenneth D. Herron, Jr.*

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Attorneys for Sweet Onion Trading Corporation

**Certificate of Service**

I hereby certify that on October 5, 2015, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

*/s/ Kenneth D. Herron, Jr.*

**Kenneth D. (Chip) Herron, Jr.**