

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

IN RE:) Case No. 15-bk-31133-DSK
) Chapter 11
NO PLACE LIKE HOME, INC.)
)
Debtor.)

PLAN OF REORGANIZATION

Dated June 17, 2016

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TABLE OF CONTENTS

INTRODUCTION 1

DEFINITION AND CONSTRUCTION OF TERMS 2

DESIGNATION OF CLASSES OF CLAIMS AND INTERESTS 8

TREATMENT OF CLAIMS AND INTERESTS 9

EXECUTORY CONTRACTS AND UNEXPIRED LEASES 12

OTHER MATTERS REGARDING CLAIMS 13

MEANS FOR EXECUTION OF THE PLAN 15

MEANS FOR IMPLEMENTING THE PLAN 16

EFFECT OF CONFIRMATION 19

MISCELLANEOUS PROVISIONS 22

RETENTION OF JURISDICTION 23

MODIFICATION OF THE PLAN 24

REQUEST FOR CONFIRMATION 25

INTRODUCTION

No Place Like Home, Inc., the debtor and debtor-in-possession in the above captioned Chapter 11 reorganization case (the "Debtor"), hereby proposes this Plan of Reorganization (as amended, modified or supplemented from time to time, this "Plan"), pursuant to 11 U.S.C. § 1121. The Debtor is the proponent of this Plan within the meaning of § 1129 of the Bankruptcy Code.¹

The Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on November 20, 2015, thereby commencing the Case. The Disclosure Statement filed concurrently herewith provides a description of the Debtor's history and business, financial results, projections, and a summary of the Plan. There also are other agreements and documents that are or will be filed (as part of the Supplemental Plan Documents, defined below, or otherwise) and are referenced in the Plan or the Disclosure Statement or both.

Pursuant to § 1125(b) of the Bankruptcy Code, a vote to accept or reject the Plan cannot be solicited from holders of Claims and Interests until the Disclosure Statement has been approved by the Court. The Debtor urges the holders of all Claims and Interests entitled to vote on the Plan to read the Plan and Disclosure Statement, all exhibits thereto, and any supplemental documents filed with the Court, before voting to accept or reject the Plan. To the extent that the Disclosure Statement is inconsistent with the Plan, the Plan will govern. The Debtor expressly reserves the right to alter, amend, modify, revoke, or withdraw the Plan as set forth in § 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and Article 10 of the Plan.

¹ Capitalized terms have the definitions provided in Article I below, or elsewhere in this Plan.

**ARTICLE I
DEFINITION AND CONSTRUCTION OF TERMS**

1.1 *Definitions.* The following Definitions apply in this Plan:

1.1.1 "Administrative Expense Claims" means those Claims described in Section 2.3.1 below.

1.1.2 "Allowed," with respect to a Claim, means an unpaid Claim against the Debtor (i) proof of which was timely filed with the Court and as to which no objection is filed; (ii) which was listed in Debtor's schedules of assets and liabilities filed in the Case, as they may be amended from time to time through the Confirmation Date, and (A) was not listed as disputed, contingent or unliquidated and (B) as to which no objection has been filed; or (iii) which has been Allowed by a Final Order of the Court.

1.1.3 "Ballot" means each of the ballot forms that are distributed with the Plan and Disclosure Statement to holders of Claims and Interests included in voting classes.

1.1.4 "Bankruptcy Code" means title 11 of the United States Code, as in effect on the Petition Date and as thereafter amended, if such amendments are made applicable to the Case.

1.1.5 "Bankruptcy Court" or "Court" means the United States Bankruptcy Court for the Western District of Tennessee, or the United States District Court for the Western District of Tennessee, as the context requires.

1.1.6 "Bankruptcy Rules" means, collectively and as the context requires, the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as in effect on the Petition Date and as thereafter amended, if such amendments are made applicable to the Case, the Federal Rules of Civil Procedure, as applicable to the Case or proceedings therein, and the Local Rules of the Court, as applied to the Case or proceedings therein.

1.1.7 "Cash Contribution" means the cash contribution of \$900,000.00 by the Contributing Parties, subject to the conditions contained in Section 7.4 below.

1.1.8 "Case" means the Debtor's Chapter 11 case, No 15-31133, before the Bankruptcy Court.

1.1.9 "Cause of Action" means any and all claims and causes of action which might be asserted by the Debtor, including as debtor-in-possession.

1.1.10 "Claim" means 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 any right or equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured. For the avoidance of doubt, the term "Claim" shall be given the broadest meaning given to that term under the Bankruptcy Code.

1.1.11 "Claims Bar Date" means the later of (i) February 22, 2016; (ii) 30 days after the claimant received notice of the Case; or (iii) 30 days after a lease or executory contract is rejected. For a governmental unit only, the "Claims Bar Date" shall mean May 18, 2016.

1.1.12 "Class" means a category of Claims or Interests designated pursuant to the Plan.

1.1.13 "Confirmation" means the entry of a Confirmation Order by the Bankruptcy Court.

1.1.14 "Confirmation Date" means the date on which a Confirmation Order is entered by the Bankruptcy Court.

1.1.15 "Confirmation Order" means the order of the Court confirming the Plan pursuant to § 1129 of the Bankruptcy Code.

1.1.16 Contributing Parties mean Mary Lynn Flood and John Flood.

1.1.17 "Co-Obligor" means any Person other than the Debtor that might be held liable on a Co-Obligor Claim, including an equity holder, officer, director, employee or agent of the Debtor.

1.1.18 "Co-Obligor Claim" means a claim or cause of action against a Co-Obligor to the extent that such claim or cause of action was or could have been asserted against the Debtor on any theory or basis including claims and causes of action under guarantees.

1.1.19 "Creditor" means any Person that has a Claim against the Debtor.

1.1.20 "Debtor" means No Place Like Home, Inc.

1.1.21 "Department of Labor Claim" means the proof of claim filed by the Department of Labor on May 17, 2016 [Claim No. 57-1], and amendment thereto filed on May 31, 2016 [Claim No. 57-2], which was filed on behalf of those individual creditors whose claims had been scheduled in Debtor's Amended Bankruptcy Schedules, but did not file a proof of claim prior to the Claim Bar Date. The Department of Labor Claim agreed with the priority and unsecured claim amount(s) as set forth in Debtor's Amended Bankruptcy Schedules.

1.1.22 "Disallowed Claim" means any Claim (i) proof of which was required to be filed by the Bankruptcy Code or an order of the Court but as to which no proof of claim or request for payment was timely or properly filed before the applicable Claims Bar Date, (ii) which has been voluntarily withdrawn by the holder thereof, (iii) deemed not allowable or allowable in an amount less than stated on the proof of claim filed against the assets of the Debtor or Estate by an order of a court of competent jurisdiction or by stipulation of the Claim

holder and any party objecting to the Claim, or (iv) which the Debtor listed on its schedules of liabilities as a disputed, contingent, or unliquidated Claim and for which the Claim holder did not file a proof of claim prior to the Claims Bar Date. If a Claim is disallowed in part, the remainder of the Claim will be, as applicable, an Allowed Claim or a Disputed Claim.

1.1.23 "Disputed Claim" means a Claim which falls into one of the following categories: (i) a Claim listed by the Debtor in its schedule of liabilities or for which a proof of claim has been filed, as to which an objection has been filed and which objection has not either been withdrawn or determined by a Final Order; or (ii) a Claim listed by the Debtor in its schedule of liabilities as being disputed, contingent, or unliquidated, and as to which a proof of Claim has not been filed.

1.1.24 "Discharged Claim" means a Claim that is discharged pursuant to this Plan.

1.1.25 "Effective Date" means a date selected by the Debtor which is not later than 30 days after the Confirmation Order becomes a Final Order. To the extent practicable, the Effective Date shall occur no later than September 30, 2016.

1.1.26 "Estate" means the estate created by the commencement of the Case pursuant to § 541 of the Bankruptcy Code.

1.1.27 "Final Decree" means an order of the Court closing the Case.

1.1.28 "Final Order" means an order or judgment of the Court, or other court of competent jurisdiction, as entered on the docket in the Case or the docket of any court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari or move for a new trial, reargument or rehearing has expired, and no appeal or petition for certiorari or other proceedings for a new trial, reargument or

rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought, or the new trial, reargument or rehearing has been denied or resulted in no modification of such order, provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be filed with respect to such order, shall not cause such order not to be a Final Order.

1.1.29 "Initial Distribution" shall mean the initial funds to be distributed on or about the Effective Date consisting of the funds held in the Qualified Settlement Fund Trust and from the Cash Contribution totaling \$1,900,000.

1.1.30 "Person" shall mean an individual, partnership, corporation, trust, unincorporated association, or other entity or association.

1.1.31 "Petition Date" means November 20, 2015, the date on which the Debtor filed its petition for relief in the Court commencing this Case.

1.1.32 "Plan" means this Chapter 11 plan of reorganization, as it may be amended or modified.

1.1.33 "Priority Claim" means certain Claims enumerated in section 507(a)(4) of the Bankruptcy Code.

1.1.34 "Qualified Settlement Fund Trust " means the trust created by the Debtor-in-Possession and approved by the Bankruptcy Court on June 14, 2016. On June 14, 2016, the Debtor-in-Possession granted, assigned, transferred, issued and/or delivered to the Qualified

Settlement Fund Trust the sum of \$1,000,000.00 for the benefit of those parties holding allowed Priority Claims and Unsecured Claims, including the Department of Labor Claim.

1.1.35 "Related" means, with respect to a Co-Obligor Claim, the associated Claim that was or could have been asserted against the Debtor on any theory or basis.

1.1.36 "Reorganized Debtor" means the Debtor, on and after the Effective Date.

1.1.37 "Retained Professional" means each of the attorneys, accountants, appraisers, financial advisors and other professionals retained by the Debtor, whose employment has been approved by the Court.

1.1.38 "Supplemental Plan Documents" means the compilation of documents and forms of documents, schedules and exhibits, as they may thereafter be altered, amended, modified, or supplemented in accordance with the terms of this Plan, and after the Effective Date as they may be altered, amended, modified, or supplemented in accordance with their terms.

1.1.39 "Unsecured Claim" means a Claim to the extent that it is not a Secured Claim or Priority Claim.

1.1.40 "U.S. Trustee" means the Office of the United States Trustee.

The singular of any of the foregoing definitions includes the plural and vice versa where the context so requires, "includes" and "including" are not limiting, "may not" is prohibitive and not permissive, and "or" is not exclusive.

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

**ARTICLE II
DESIGNATION OF CLASSES OF CLAIMS AND INTERESTS**

2.1 ***Claims Provided For Herein.*** Various types of Claims and Interests are defined or described in this Plan. This Plan is intended to deal with all Claims and Interests against or in the Debtor or property of the Debtor or the Estate of whatever character, whether or not with recourse, whether or not contingent or unliquidated, and whether or not previously Allowed by the Bankruptcy Court pursuant to Bankruptcy Code § 502, which arise in any manner or from any event or circumstance. However, only those Claims Allowed pursuant to Bankruptcy Code § 502 will receive any distribution under this Plan. All Claims will be discharged without any distribution, recovery, recourse, or residual interest or right to the extent not expressly included in any Class or otherwise provided any treatment hereunder.

2.2 ***Limitation on Inclusion in a Class.*** A Claim shall be deemed classified in a particular Class only to the extent that the Claim qualifies within the description of that Class, and shall be deemed classified in a different Class to the extent the Claim qualifies within the description of that Class. A Claim shall be included in a particular Class only to the extent that the Claim is an Allowed Claim in that Class.

2.3 ***Non-Classified Claims.*** The following Claims shall not be classified hereunder but shall be entitled to the treatment set forth in Section 3.1:

2.3.1 All administrative expenses and any other Claims that may be Allowed pursuant to § 503(b) of the Bankruptcy Code and entitled to priority pursuant to § 507(a)(2) or § 507(a)(3) of the Bankruptcy Code (except such Claims for U.S. Trustee quarterly fees as are described in Section 2.3.3 herein). The Administrative Expense Claims will include the allowed unpaid compensation of Estate professionals for fees and expenses incurred prior to the Confirmation Date;

2.3.2 All Allowed Claims of governmental units based on any demand for payment of a tax entitled to priority pursuant to § 507(a)(8) of the Bankruptcy Code, including all allowable interest and penalties thereon that are entitled to priority ("Priority Tax Claims"); and,

2.3.3 Any fees payable to the U.S. Trustee entitled to treatment pursuant to § 1129(a)(12) of the Bankruptcy Code.

2.4 ***Classification of Claims and Interests.*** Allowed Claims not described in Section 2.3 hereof are classified as follows:

2.4.1 ***Class 1 (Priority Claims):*** Class 1 shall consist of all Allowed Claims entitled to priority under § 507 of the Bankruptcy Code, other than those described in Section 2.3, above.

2.4.2 ***Class 2 (General Unsecured Claims under \$3,000.00):*** Class 2 shall consist of all Allowed Unsecured Claims under the amount of \$3,000.00, other than (i) Claims included in Class 1, (ii) Claims described in Section 2.3, above, and (iii) Claims included in Class 4, below.

2.4.3 ***Class 3 (General Unsecured Claims):*** Class 3 shall consist of all Allowed Unsecured Claims, other than (i) Claims included in Class 1, (ii) Claims included in Class 2, (iii) described in Section 2.3, above, and (iii) Claims included in Class 4, below.

2.4.4 ***Class 4 (Equity):*** Class 4 shall consist of all equity interests in the Debtor.

ARTICLE III TREATMENT OF CLAIMS AND INTERESTS

3.1 ***Non-Classified Claims.*** The non-classified Claims described in Section 2.3 hereof shall be treated as follows:

3.1.1 With respect to a Claim described in Section 2.3.1, to the extent that the holder of such Claim has not previously been paid, the holder shall receive from the Reorganized Debtor on account of such Claim cash equal to the allowed amount of such Claim on or as soon as practicable after the later of the Effective Date or the date the Claim becomes an Allowed Claim. In the case of Retained Professionals, such Claims shall be paid on a final basis as soon as practicable after the Court has entered an order approving their final fee applications, and subject to any payment agreement between the parties.

3.1.2 With respect to a Claim described in Section 2.3.2, to the extent that the holder of such Claim has not previously been paid, as soon as practicable after the later of the Effective Date or the date the Claim becomes an Allowed Claim, such holder shall receive from the Reorganized Debtors on account of such Claim cash equal to the Allowed amount of such Claim together with interest at the rate provided under § 511 of the Bankruptcy Code. The Debtor is not aware of any Claims that meet this definition.

3.1.3 With respect to fees of the U.S. Trustee described in Section 2.3.3, to the extent, if any, that such fees have become due prior to the Confirmation Date and have not previously been paid, then such fees shall be paid pursuant to 11 U.S.C. § 1129(a)(12) and 28 U.S.C. § 1930. Any such fees relating to the period from and after the Confirmation Date shall be paid by the Reorganized Debtor pursuant to 28 U.S.C. § 1930.

3.2 *Classified Claims and Interests.*

3.2.1 *Class 1 (Priority Unsecured Claims):* Class 1 is unimpaired. In full and complete satisfaction, the holders of any Allowed Class 1 Claim shall receive, from proceeds of the Feasibility Trust, payment in full on or as soon as practicable after the Effective Date.

3.2.2 *Class 2 (General Unsecured Claims under \$3,000.00)*: Class 2 is impaired. In full and complete satisfaction, the holders of the Allowed Class 2 Claims shall receive payment in full, in two payments, commencing 30 days after Confirmation, on or about the Effective Date. The two annual payments will be paid as follows:

<p>Initial Distribution</p> <p>Payment will be 30 days after the Effective Date</p>	<p>Holders of an Allowed General Unsecured Claim under \$3,000.00 will receive an initial <i>pro rata</i> distribution share of Qualified Settlement Fund Trust funds (\$1,000,000) and Cash Contribution funds (\$900,000), subject to conditions contained in Section 7.4 below, remaining after payment of all administrative expenses and priority claims described in Sections 2.3 and 2.4.1, above.²</p>
<p>2017 Annual Payment</p> <p>Payment will be made between <u>March 31 and June 15, 2017</u></p>	<p>Amount of payment will be the balance of the remaining total unsecured allowed claim amount due to satisfy the Class 2 Claims after application of the initial distribution.</p>

3.2.3 *Class 3 (General Unsecured Claims)*: Class 3 is impaired. In full and complete satisfaction, the holders of the Allowed Class 3 Claims shall receive payment in full, in five payments, commencing 30 days after Confirmation, on or about the Effective Date. The five annual payments will be paid as follows:

<p>Initial Distribution</p> <p>Payment will be 30 days after the Effective Date</p>	<p>Holders of an Allowed General Unsecured Claim will receive an initial <i>pro rata</i> distribution share of Qualified Settlement Fund Trust funds (\$1,000,000) and Cash Contribution funds (\$900,000), subject to</p>
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² The initial *pro rata* distribution to Allowed General Unsecured Claims under \$3,000.00 will be determined after the Unsecured Creditor Committee's counsels' (Laurie D. Pulliam of LDP Law, LLC and Leland Murphree and Kevin Gray of Maynard, Cooper & Gale, PC) fee applications and the fee applications of other Estate professionals are submitted to the U.S. Trustee and approved by the Bankruptcy Court, in addition to any other outstanding administrative costs described in Sections 2.3 and 2.4.1.

	conditions contained in Section 7.4 below, remaining <u>after</u> payment of all administrative expenses and priority claims described in Sections 2.3 and 2.4.1, above. ³
2017 Annual Payment Payment will be made between <u>March 31 and June 15, 2017</u>	Amount of payment will be <u>at least 25%</u> of the remaining unsecured debt due after application of the initial distribution.
2018 Annual Payment Payment will be made between <u>March 31 and June 15, 2018</u>	Amount of payment will be <u>at least 25%</u> of the remaining unsecured debt due after application of the initial distribution.
2019 Annual Payment Payment will be made between <u>March 31 and June 15, 2019</u>	Amount of payment will be <u>at least 25%</u> of the remaining unsecured debt due after application of the initial distribution.
2020 Annual Payment Payment will be made between <u>March 31 and June 15, 2020</u>	Amount of payment will be <u>at least 25%</u> of the remaining unsecured debt due after application of the initial distribution.

3.2.4 *Class 4 (Equity)*: Class 4 is unimpaired. The holder of the Class 3 Interest shall retain her interest.

**ARTICLE IV
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

4.1 *Assumption of Unexpired Leases and Executory Contracts*. The following contracts shall be assumed as of the Effective Date, pursuant to § 365 of the Bankruptcy Code, by confirmation of this Plan. Entry of the Confirmation Order shall constitute approval, pursuant

³ The initial *pro rata* distribution to Allowed General Unsecured Claims will be determined after the Unsecured Creditor Committee's counsels' (Laurie D. Pulliam of LDP Law, LLC and Leland Murphree and Kevin Gray of Maynard, Cooper & Gale, PC) fee applications and the fee applications of other Estate professionals are submitted to the U.S. Trustee and approved by the Bankruptcy Court, in addition to any other outstanding administrative costs described in Sections 2.3 and 2.4.1.

to § 365(a) of the Bankruptcy Code, for the assumption of the executory contracts assumed pursuant to the provisions of this Section.

4.1.1 *Contracts to be assumed:*

4.1.1.1 Debtor's Lease with Mary Lynn Flood for the premises located at 354 New Byhalia Road, Collierville, Tennessee.

4.1.2 Debtor contends that no cure payment is required in order to assume the contract, unless otherwise stated above. If a counter-party asserts that a cure amount is required, it must assert the right to a cure payment by filing a timely objection to confirmation of the Plan, or by filing a cure demand not later than the 15th day after Confirmation.

4.2 ***Assumption of Contracts Not Expressly Rejected.*** Except as otherwise provided in this Plan or the Confirmation Order, any and all executory contracts or unexpired leases shall be deemed assumed as of the Effective Date. Entry of the Confirmation Order shall constitute the approval, pursuant to § 365(a) of the Bankruptcy Code, for the assumption of the executory contracts assumed pursuant to the provisions of this Section.

4.2.1 Any Claim associated with rejection of a contract pursuant to this Plan shall be Disallowed, unless it is (i) the subject of a proof of claim filed within 30 days following the Confirmation Date and (ii) subsequently is Allowed.

**ARTICLE V
OTHER MATTERS REGARDING CLAIMS**

5.1 ***Single Claim.*** Except as otherwise provided by this Plan, a Person that holds multiple Claims based on the same indebtedness or obligation, shall be deemed to have only one Allowed Claim against the Estate in an amount equal to the largest of all such similar Claims for the purposes of voting and distributions under the Plan.

5.2 ***Unclaimed Distributions.*** Distributions to holders of Allowed Claims will be sent to the last known address set forth on such holder's proof of claim filed with the Court, or on the schedules, if no proof of claim was filed. If a holder of an Allowed Claim cannot be located after a reasonably diligent effort, fails to deposit a distribution, or otherwise fails to accept a distribution within 90 days following the date of such distribution, then the distribution to such holder shall be canceled and there shall be no further distributions required with respect to such Claim.

5.3 ***Objections to Claims.*** The Debtor and Reorganized Debtor may object to any Claim or Interest at any time. From and after the Effective Date, the Reorganized Debtor may prosecute objections to Claims. A Claim or Interest shall be treated as a Disputed Claim upon the filing of an objection to such Claim or Interest.

5.4 ***Treatment of Disputed Claims.*** No distribution shall be made on account of any Disputed Claim, unless and until it becomes an Allowed Claim. In the event that a Claim is Disputed at the time of a scheduled distribution under the Plan, the Reorganized Debtor shall maintain a reasonable reserve for such Disputed Claim.

5.5 ***Late-Filed Claims.*** Unless designated as an Allowed Claim under this Plan, Proofs of Claim that were not filed on or before the applicable Claims Bar Date shall receive no distribution under this Plan and shall be Disallowed. The submission of a Ballot shall not constitute an amendable informal proof of Claim or an amendment to a previously filed proof of Claim or scheduled Claim. Any Claim or Amended Claim that was not timely filed by the applicable Claims Bar Date [*See* Dkt #53], or not otherwise resolved by the Court's Orders dated April 27, 2016 and June 2, 2016 [Dkt #154 and 172], will be disallowed and reduced to the scheduled amount.

5.6 ***No Distribution to Disallowed Claims.*** Notwithstanding any provision herein to the contrary, no distribution shall be made on account of any Claim determined to be a Disallowed Claim.

5.7 ***Prepayment.*** Notwithstanding anything to the contrary, the Debtor may prepay all or any portion of a Claim at any time without charge or penalty subject to restrictions imposed by this Plan.

ARTICLE VI MEANS FOR EXECUTION OF THE PLAN

6.1 ***Distributions; Sources of Cash for Plan Distributions.*** The Initial Distribution under the confirmed Plan shall be made by the Reorganized Debtor and by the Trustee of the Qualified Settlement Fund Trust. The sources of funds for the Initial Distribution shall be composed of the funds held in the Qualified Settlement Fund Trust and from the Cash Contribution. After the Initial Distribution all plan distributions shall be made by the Reorganized Debtor from the operating revenues of the business.

6.2 ***Qualified Settlement Fund Trust.*** Pursuant to Order entered by the Bankruptcy Court on June 14, 2016 [Dkt No. 188], the Qualified Settlement Fund Trust was established and Lynda F. Teems was appointed as the Trustee of the Qualified Settlement Fund Trust. In accordance with the Order the Qualified Settlement Fund Trust Agreement was executed between the Debtor and the Trustee a copy of which is incorporated herein and attached hereto as Exhibit A.

6.3 ***Purpose of the Qualified Settlement Fund Trust.*** The Qualified Settlement Fund Trust was established for the sole purpose of and for the benefit of those parties holding allowed Class 1 Priority Claims and Class 2 and 3 allowed Unsecured Claims.

6.4 ***Distributions from the Qualified Settlement Fund Trust.*** The Trustee shall make distributions from the Qualified Settlement Fund Trust only to those parties holding allowed Class 1 Priority Claims and Class 2 and 3 allowed Unsecured Claims in accordance with the applicable provisions of the Plan and the Qualified Settlement Fund Trust Agreement.

**ARTICLE VII
MEANS FOR IMPLEMENTING THE PLAN**

7.1 ***Plan Effectiveness.*** The Plan shall become fully effective and binding upon all parties on the Effective Date.

7.2 ***Revesting.***

7.2.1 On the Confirmation Date, all cash on hand shall vest in the Reorganized Debtor.⁴ Such cash may thereafter be used freely, in the Reorganized Debtor's discretion, but subject to the requirements of this Plan.

7.2.2 Notwithstanding anything to the contrary, on the Effective Date all property of the Estate shall vest fully in the Reorganized Debtor, free and clear of all liens and encumbrances and all creditor claims, rights, and entitlements of any kind, except as specifically provided herein.

7.2.3 At any time after the Effective Date, the Reorganized Debtor may (i) obtain credit in its unfettered discretion; or (ii) raise capital in the form of debt or equity.

7.3 ***Preservation of Causes of Action.*** On the Effective Date, all rights, causes of action, claims for relief, and other entitlements held by the Estate or the Debtor, shall be deemed fully vested in the Reorganized Debtor. The Reorganized Debtor shall have all rights previously held by the Debtor to prosecute any such claims or causes. All such rights, causes of action, claims for relief, and other entitlements shall remain property of the Reorganized Debtor, and

⁴ The term "cash on hand" expressly excludes funds held in the Qualified Settlement Fund Trust.

may be prosecuted or consensually resolved by the Reorganized Debtor in its reasonable discretion.

7.4 ***De Minimis Distributions.*** If, pursuant to the Plan, the Reorganized Debtor would otherwise be required to make a distribution to any person of less than \$50, the Reorganized Debtor may choose to forego making such distribution and instead (a) add the amount to the next distribution to such person, or (b) if no further distribution to such claimant is otherwise required by the Plan, make the final distribution to such person.

7.5 ***Bankruptcy Procedure and Transition.***

7.5.1 ***Notice Required Post-Confirmation.*** Except as otherwise specifically provided in this Plan, notice of matters that arise after the Confirmation Date, including fee applications, shall be given only to (a) the Reorganized Debtor; (b) the Office of the United States Trustee; (c) Persons who request notice of such matters through a written request that is filed with the Court and served on the Debtor not earlier than the Confirmation Date. No other form of service shall be required on parties receiving service through ECF.

7.5.2 ***Post-Confirmation Motions.***

7.5.2.1 Except as otherwise specified herein, matters arising after the Confirmation Date and subject to the Court's retained jurisdiction may be initiated in the same manner and with the same effect as if the Case was pending before the Court and the Plan had not been confirmed.

7.5.2.2 The Reorganized Debtor may take such actions, including the initiation of proceedings or the prosecution of a motion, as may be reasonably necessary in order to interpret or enforce the terms, purposes, and intent of the Plan.

7.5.3 *Post-Confirmation Professionals.*

7.5.3.1 From and after the Confirmation Date, the Reorganized Debtor may employ professional persons as it determines appropriate in its sole discretion, without the requirement for approval by the Court or any other party.

7.5.3.2 Professionals employed by the Reorganized Debtor may be paid in the ordinary course, and need not submit fee applications with respect to services performed after the Confirmation Date.

7.5.4 *Administration of the Case.* The Reorganized Debtor shall endeavor to conclude the administration of the case within a reasonable period of time. After the Effective Date, the Reorganized Debtor shall evaluate, and if it determines appropriate, prosecute, Causes of Action and objections to Claims.

7.5.5 *Quarterly Fees.* The Reorganized Debtor shall continue to pay quarterly fees to the U.S. Trustee, pursuant to 28 U.S.C. § 1930(a)(6), until the Case is closed. Such fees shall be paid by the Reorganized Debtor at the rate in effect at the time the fees are due, and as soon as practicable after the fees are ordinarily due.

7.5.6 *Final Decree.* As soon as reasonably practicable, consistent with the provisions of this Plan and the Bankruptcy Code, including 11 U.S.C. § 350, the Reorganized Debtor shall file and serve an application for a Final Decree, together with a proposed Final Decree.

7.6 **Management and Corporate Matters.** Mary Lynn Flood will continue to be 100% owner of the Reorganized Debtor. John Flood will continue to be the President of the Reorganized Debtor. All other management will remain the same.

7.7 **Other Actions.** On and after the Effective Date, the Reorganized Debtor shall be authorized to take such actions as reasonably necessary to complete and effectuate the terms of this Plan, subject only to the specific limitations contained in this Plan, the Bankruptcy Code or Bankruptcy Rules, and any order of the Court.

7.8 **Survival of Legal Claims.** The Reorganized Debtor shall have the right, post-Confirmation, to pursue any and all Causes of Action that survive the revesting of assets contemplated by this Plan.

ARTICLE VIII EFFECT OF CONFIRMATION

8.1 **Binding Effect of Confirmation.** As of the Confirmation Date, the provisions of this Plan shall be binding on the Debtor, the Estate, all holders of Claims against or Interests in the Debtor, and all other Persons whether or not such Persons have accepted this Plan. The rights, benefits, and obligations of any Person named or referred to in the Plan will be binding on, and will inure to the benefit of, the executors, administrators, successors and assigns of each Person, whether or not they have accepted the Plan.

8.2 **Discharge of Claims and Termination of Interests.** Except as otherwise provided in the Plan or the Confirmation Order and to the maximum extent permitted by the Bankruptcy Code and any other applicable law:

8.2.1 Upon the occurrence of the Effective Date, the Confirmation Order shall act as a discharge of any and all Claims against and all debts and liabilities of the Debtor and Reorganized Debtor, as provided in §§ 524 and 1141 of the Bankruptcy Code, and such

discharge shall void any judgment against the Reorganized Debtor at any time obtained to the extent that it relates to a Discharged Claim.

8.2.2 On the Effective Date, the Reorganized Debtor shall be deemed discharged and released from all Claims and Interests, including demands, liabilities, Claims and Interests that arose before the Effective Date and all debts of the kind specified in §§ 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not: (a) a proof of Claim or proof of Interest based on such debt or Interest is filed or deemed filed pursuant to § 501 of the Bankruptcy Code, (b) a Claim or Interest based on such debt or Interest is Allowed pursuant to § 502 of the Bankruptcy Code, (c) the holder of a Claim or Interest based on such debt or Interest has accepted the Plan, or (d) such Claim is listed in the Debtor's schedules of assets and liabilities.

8.2.3 As of the Effective Date all Persons (including governmental entities) shall be precluded from asserting against the Reorganized Debtor, its successors, or its assets any other or further Claims or Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date.

8.3 ***Injunction.*** Entry of the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any Claims discharged or modified pursuant to the Plan. The Plan grants injunctions in favor of the Debtor, the Owner(s), Officers, Directors and Contributing Parties, which injunctions shall take effect on the Effective Date. The injunctions bar all Persons and Entities from asserting any and all claims, causes of action, damages, demands, liabilities, expenses, fees and costs that relate in any way to, among other things, the Debtor, the Fair Labor Standards Act ("FLSA"), and this Chapter 11 Case. Any act in violation of this injunction shall be void. The Reorganized Debtor shall be entitled to costs, including reasonable attorneys' fees

and costs, for any action necessary to enforce this injunction. Notwithstanding anything to the contrary, the foregoing injunction shall not impede or impair enforcement of the terms of the Plan against the Reorganized Debtor.

8.4 ***Release of Contributing Parties.*** On the Effective Date, the Contributing Parties, i.e. Mary Lynn Flood and John Flood, shall be forever and unconditionally released in their capacity as individual owners and/ or "employers" of the Company from any and all Claims of any kind or character whatsoever, including by way of illustration and not limitation, debts, obligations, demands, liabilities, suits, judgments, damages, rights and causes of action, whatsoever by all Persons or Entities, whether direct or indirect, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part upon any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtor or to the Debtor's business, business operations, practices or policies, including, without limitation, any claim arising under the Fair Labor Standards Act ("FLSA") and/ or a from a bona fide dispute regarding overtime wages, the Chapter 11 Case, this Plan, the Disclosure Statement, any prepetition act or omission of the Debtor, and the Debtor's estate.

A total contribution from the Contributing Parties of \$900,000.00 ("Cash Contribution") will be immediately available for distribution pursuant to the Plan, upon a final, non-appealable order confirming the Plan. The amount contributed by the Contributing Parties is substantial and is conditioned the Contributing Parties receiving the releases contemplated herein. Specifically, in exchange for the \$900,000.00 distribution under the Plan, all Creditors which may hold an *alleged* claim against any or all of the Contributing Parties shall release those claims and shall be

forever barred, estopped and enjoined from asserting those claims against the Contributing Parties.

8.5 **Ratification.** Subject to all of the terms of this Plan, the Confirmation Order shall be deemed to ratify all transactions effectuated by the Debtor during the pendency of the Case to the extent occurring pursuant to an order of the Court.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.1 **Grace Period.** Any payment to be made under this Plan shall be deemed timely made if it is mailed to the recipient's last known address within 15 calendar days following the date described in this Plan.

9.2 **Governing Law.** Unless a rule of law or procedure is supplied by federal law, including the Bankruptcy Code and the Bankruptcy Rules, the laws of the State of Tennessee (without reference to its conflict of law rules) will govern the construction and implementation of the Plan and any agreement, documents, and instruments executed in connection with the Plan unless otherwise specifically provided in such agreements, documents, or instruments.

9.3 **Integration.** The provisions of this Plan and the Confirmation Order shall supersede any and all prior agreements, documents, understandings, written or otherwise, in respect of any Claim, and the treatment or satisfaction thereof, except as provided in any order of the Court. All such prior agreements, documents or understandings are merged herein, and no Person may thereafter pursue or prosecute any Claim or demand arising out of or pertaining to such superseded agreements, documents or understandings as against the Debtor or Reorganized Debtor.

9.4 **Section Headings.** Headings are used in the Plan for convenience and reference only, and shall not affect in any way the meaning or interpretation of the Plan or constitute a part of the Plan for any other purpose.

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

ARTICLE X RETENTION OF JURISDICTION

10.1 **Retention of Jurisdiction.** The Bankruptcy Court shall retain and have jurisdiction over the Case for all purposes provided by the Bankruptcy Code, including for the following purposes:

10.1.1 To hear and determine applications for the assumption or rejection of executory contracts or unexpired leases, if any are pending on the Effective Date and not otherwise determined by Confirmation, and the allowance of Claims resulting therefrom.

10.1.2 To determine any and all objections to the allowance of Claims and to allow, disallow, estimate, liquidate or determine any Claim.

10.1.3 To determine any and all motions for compensation and reimbursement of expenses and any other fees and expenses authorized to be paid or reimbursed under the Bankruptcy Code or the Plan which accrued on or prior to the Confirmation Date.

10.1.4 To determine any and all applications, adversary proceedings and contested or litigated matters (a) that may be pending on the Effective Date, except as provided in the Confirmation Order, or (b) which shall be commenced on or after the Effective Date and be properly before the Bankruptcy Court.

10.1.5 To consider any modifications of the Plan, any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order, to the extent authorized by the Bankruptcy Code.

10.1.6 To implement the provisions of the Plan and to issue orders in aid of execution of the Plan to the extent authorized by § 1142 of the Bankruptcy Code.

10.1.7 To hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan.

10.1.8 To enter a Final Decree and orders reopening the Case as appropriate.

ARTICLE XI MODIFICATION OF THE PLAN

11.1 ***Modification.*** Pursuant to the provisions of § 1127 of the Bankruptcy Code, the Debtor reserves the right to modify or alter the provisions of the Plan at any time prior or subsequent to Confirmation.

11.2 ***Correction of Defects.*** Following the Effective Date, the Reorganized Debtor may initiate a proceeding or motion in the Court in order to remedy any defects or omissions, or to reconcile any inconsistencies, in the Plan or the Confirmation Order, upon no less than 21 days' notice of such proceedings or motion served on all parties provided in Section 6.5.1, or upon such parties as authorized by the Court.

**ARTICLE XII
REQUEST FOR CONFIRMATION**

12.1 *Confirmation Pursuant to § 1129(b)*. If necessary, the Debtor requests Confirmation of the Plan pursuant to § 1129(b) of the Bankruptcy Code.

DATED: June __, 2016

NO PLACE LIKE HOME, INC.

By: /s/ John A. Flood
Its: President

Presented by:

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