UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re: WELLMADE FLOOR COVERINGS INTERNATIONAL, INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 25-58764 (Jointly Administered) **Related to Docket Nos. 385, 386, 463 & 464**

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on June 1, 2026, the above-captioned debtors and debtors-in-possession (the "Debtors") filed the *Debtors' Chapter 11 Plan* [Docket No. 385] (together with all exhibits thereto and as may be amended, supplemented, or otherwise modified from time to time, the "Plan") and the *Disclosure Statement for Debtors' Chapter 11 Plan* [Docket No. 386] (as may be amended, modified, or supplemented from time to time, the "Disclosure Statement") with the United States Bankruptcy Court for the Northern District of Georgia (the "Court").[2]

PLEASE TAKE FURTHER NOTICE THAT on July 22, 2026, the Debtors filed the *Amended Disclosure Statement for Debtors' Chapter 11 Plan* [Docket No. 464] (as may be further amended, modified, or supplemented from time to time, the "Disclosure Statement").

PLEASE TAKE FURTHER NOTICE THAT on July 22, 2026, the Court entered an order [Docket No. 463] (the "Solicitation Procedures Order") that, among other things, (a) approved on an interim basis the Disclosure Statement as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") subject to final approval at the hearing to consider final approval of the Disclosure Statement and confirmation of the Plan currently scheduled for August 27, 2026 at 10:00 a.m. (the "Combined Hearing") and (b) authorized the Debtors to solicit acceptances for the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan and the Solicitation Procedures Order requires the filing of the Plan Supplement on or before August 10, 2026.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file this *Notice of Filing of Plan Supplement* (as may be amended, supplemented, restated, or modified from time to time,

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Wellmade Industries MFR. N.A LLC (1058) and Wellmade Floor Coverings International, Inc. (8425). The mailing address for the Debtors for purposes of these chapter 11 cases is: 1 Wellmade Drive, Cartersville, GA 30121.

[2] Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Plan.

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the "Plan Supplement") in support of confirmation of the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement includes the following exhibits, as may be amended, supplemented, restated, or modified from time to time by the Debtors, as set forth below:

Exhibit	**Description**
Exhibit A	Identity and Compensation of Plan Administrator
Exhibit B	Plan Administration Agreement
Exhibit C	Wind Down Cash Amount

PLEASE TAKE FURTHER NOTICE that the documents contained in the Plan Supplement are integral to and considered part of the Plan. If the Plan is confirmed, the Plan Administration Agreement will be approved by the Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents, exhibits, and designations contained therein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Court, and all rights and remedies of any parties with respect thereto are expressly reserved.

PLEASE TAKE FURTHER NOTICE that all documents filed in the above-captioned chapter 11 cases are available free of charge by visiting the case website maintained by the Debtors' notice and claims agent, Kurtzman Carson Consultants, LLC dba Verita Global, at https://www.veritaglobal.net/Wellmade or by calling (866) 927-7076. You may also obtain copies of any pleadings by visiting the Office of the Clerk, U.S. Bankruptcy Court for the Northern District of Georgia (Atlanta Division) between 8:00 a.m. and 4:00 p.m. or online by visiting the Court's website at http://ecf.ganb.uscourts.gov (registered users) or at http://pacer.psc.uscourts.gov (unregistered users). Further information may be obtained by using the "Submit an Inquiry" function at https://www.veritaglobal.net/Wellmade/inquiry.

Dated: August 10, 2026
Atlanta, Georgia

Respectfully submitted,
GREENBERG TRAURIG, LLP

/s/ John D. Elrod
John D. Elrod, GA Bar No. 246604
Allison J. McGregor, GA Bar No. 860865
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Allison.McGregor@gtlaw.com
Counsel for the Debtors and Debtors in Possession

Exhibit A

Identity and Compensation of the Plan Administrator

The Plan Administrator shall be David Baker, who currently serves as the Debtors' Chief Restructuring Officer. Consistent with his current compensation structure, Mr. Baker will be paid at his standard hourly rate of $910 an hour.

Exhibit B

Plan Administration Agreement

PLAN ADMINISTRATION AGREEMENT

This Plan Administration Agreement (this "Agreement") is made this [●] day of September, 2026, by and between David M. Baker, solely in his capacity as the Plan Administrator (the "Administrator"), and debtors Wellmade Industries MFR. N.A LLC and Wellmade Floor Coverings International, Inc. (collectively, the "Debtors" and, together with the Administrator, the "Parties"), in the jointly administered chapter 11 cases currently pending in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court") with a caption of *In re Wellmade Floor Coverings International, Inc., et al.*, Case No. 25-58764 (the "Chapter 11 Cases"), executed in connection with the *Debtors' Chapter 11 Plan* [Docket No. 385] (as may be amended, supplemented, or modified, the "Plan") proposed by the Debtors in the Chapter 11 Cases. Except with respect to the terms defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Plan.

RECITALS

WHEREAS, the Plan was confirmed by the Confirmation Order on _____, 2026;

WHEREAS, this Agreement is created pursuant to, and to effectuate, the Plan, and is effective on the Effective Date of the Plan;

WHEREAS, under the Plan, the Administrator is charged with, among other things, liquidating the Assets, reconciling any Disputed Claims, distributing the proceeds of the Assets in accordance with the terms of this Agreement and the Plan, and winding down the Debtors' affairs (collectively, the "Wind Down");

WHEREAS, this Agreement sets forth, among other things, the scope of the Services (as defined below) to be provided by the Administrator;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and in the Plan, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

1.1.1 "Available Cash" shall mean Cash proceeds of the Assets after, to the extent consistent with the Plan, paying, funding, reserving against, or satisfying any and all fees incurred or reserved for operating and all administrative expenses, including, but not limited to, all taxes, costs, expenses, and obligations incurred by the Administrator and all professionals who may be employed by the Administrator in enforcing and administering this Agreement, and otherwise carrying out the Administrator's responsibilities under this Agreement or the Plan, or in any manner connected, incidental, or related thereto and payment of such expenses.

1.1.2 "Beneficiaries" shall collectively mean Holders of Allowed Claims and Interests under the Plan, or any successors to such Holders.

1.1.3 "Permitted Investments" shall include (a) short-term direct obligations of, or obligations guaranteed by, the United States of America, (b) short-term obligations of any agency or corporation which is or may hereafter be created by or pursuant to an act of the Congress of the United States as an agency or instrumentality thereof, (c) such other investments as the Bankruptcy Court or U.S. Trustee may approve from time to time, or (d) demand deposits or certificates of deposit at any bank or trust company that has, at the time of the deposit, a capital stock and surplus aggregating at least $1,000,000,000, ***provided***, ***however***, that the scope of any Permitted Investments shall be limited to include only those investments that, within the meaning of Treasury Regulation Section 301.7701-4(d), may be permitted to be held, pursuant to Treasury

Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise.

1.2 Interpretation. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions of this Agreement. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender.

1.3 Particular Words. Reference in this Agreement to any Section or Article is, unless otherwise specified, to such Section or Article under this Agreement. The words "hereof," "herein," "hereinafter," and similar terms shall refer to this Agreement and not to any particular Section or Article of this Agreement. The word "including" shall be construed to mean including without limitation.

ARTICLE II

PURPOSE, FUNDING, AND APPOINTMENT OF ADMINISTRATOR

2.1 Purpose. The Parties, pursuant to the Plan and in accordance with the Bankruptcy Code, hereby agree to a framework for receiving, collecting, distributing, and liquidating the Assets. The purpose of this Agreement is to implement certain provisions of the Plan on behalf, and for the benefit, of the Holders of Allowed Claims and Interest, to serve as a mechanism for liquidating and converting to Cash the Assets and making Distributions to the Holders of Allowed Claims and Interests in accordance with the terms of this Agreement and the Plan. The Administrator will distribute available Cash and/or other property of the Estates to the Holders of Allowed Claims in accordance with this Agreement, the Plan, and the Confirmation Order. For the avoidance of doubt, the Administrator must pay or reserve for all of his expenses to the extent consistent with the Plan before making any Distribution.

2.2 Funding. On the Effective Date, the Administrator shall take possession and control of the Assets.

2.3 Appointment and Acceptance of Administrator. The Administrator shall be deemed to be appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and all other applicable sections of the Bankruptcy Code. The Administrator accepts this Agreement on behalf, and for the benefit, of the Holders of Allowed Claims and Interests, and accepts responsibility for the liquidation of the Assets, upon and subject to the terms and conditions set forth in this Agreement, the Plan, and the Confirmation Order.

2.4 Preservation of Privileges and Defenses. The actions taken by the Administrator in connection with the Plan and this Agreement shall not be (or deemed to be) a waiver of any privilege of any of the Debtors, as applicable, including any attorney-client privilege or work-product privilege attaching to any document or communications (whether written or oral). The Administrator shall be entitled to reasonable access to all of the Debtors' records (at no expense to the Administrator) including, without limitation, any records that the Debtors assert are privileged solely to the extent necessary to exercise the rights, powers, privileges, and duties expressly provided elsewhere in this Agreement or the Plan. The Administrator shall be the holder of the attorney-client privilege of the Debtors with respect to, without limitation, the Causes of Action of the Debtors. Notwithstanding the Debtors providing any privileged information to the Administrator, such privileged information shall be without waiver in recognition of the successor interest in prosecuting the Causes of Action, and/or objections to Claims, as applicable, and shall remain privileged.

ARTICLE III

ADMINISTRATION

3.1 Duties, Powers, and Rights of Administrator. From and after the Effective Date, the Administrator shall act for the benefit of the Wind Down Estates, consistent with the Administrator's duties and the terms and conditions of the Plan, to carry out and implement the Wind Down in accordance with the applicable provisions of the Plan and the Confirmation Order. Subject to the provisions of the Plan, the Confirmation Order, and this Agreement, the Administrator shall have the authority to perform the following tasks and services (such tasks and services, collectively, the "Services"):

A. effectuate the Wind Down in accordance with the Plan and this Agreement without any need for further approval by the Bankruptcy Court, including liquidate the Assets;

B. investigate, settle, compromise, abandon, or withdraw the Causes of Action on any grounds the Administrator deems reasonable, without further order of the Bankruptcy Court;

C. create and fund (i) the Wind Down Expense Fund for payment of Wind Down Expenses, which shall be initially funded from the Wind Down Cash Amount, and (ii) such other reserves as the Administrator deems necessary to carry out the provisions of the Plan and this Agreement;

D. direct and control the Wind Down under the Plan and in accordance with applicable law as necessary to maximize the value of the Remaining Assets;

E. direct and control the dissolution, liquidation, striking off, or similar action to Wind Down and/or terminate each of the Debtors;

F. prepare, file, and prosecute any necessary filings or pleadings with the Bankruptcy Court, or any other court, to carry out the duties of the Administrator as described herein and in

the Plan;

G. retain professionals to assist in performing his duties hereunder and under the Plan, which may include the Debtors' pre-Effective Date professionals;

H. open and close bank accounts on behalf of the Debtors;

I. obtain, at the expense of the Estates, commercially reasonable liability, errors and omissions, directors and officers, or other insurance coverage (including "tail" coverage) as the Administrator deems reasonably necessary and appropriate;

J. incur and pay reasonable and necessary expenses in connection with the performance of his duties hereunder and under the Plan, including the reasonable fees and expenses of professionals retained by the Administrator;

K. maintain the books, records, and accounts of the Debtors;

L. administer each Debtor's tax obligations, including (i) filing tax returns and paying tax obligations; (ii) requesting, if necessary, an expedited determination of any unpaid tax liability of each Debtor under section 505(b) of the Bankruptcy Code for all taxable periods of such Debtor ending after the applicable Petition Date through the liquidation of such Debtor as determined under applicable tax laws; and (iii) representing the interest and account of each of the Debtors before any taxing authority in all matters including, without limitation, any action, suit, proceeding, or audit;

M. prepare and file all informational returns, reports, statements, returns, or disclosures relating to the Debtors that are required hereunder, by any Governmental Unit, or applicable law;

N. file motions in the Bankruptcy Court for entry of a final decree contemplated by section 350 of the Bankruptcy Code and Bankruptcy Rule 3022 closing any or all of the Cases; and

O. perform other duties and functions as necessary to effectuate the Wind Down that are consistent with the implementation of the Plan and this Agreement.

3.2 Claims Administration. Pursuant to the Plan, the Administrator's rights and duties with respect to claims administration are as follows:

A. The Administrator shall have exclusive standing and the exclusive right to reconcile, object to, settle, and make distribution decisions related to Claims, and the Administrator may rely on the Debtors' Schedules of Assets and Liabilities and/or the Claims Register maintained in the Chapter 11 Cases to allow, object to, settle or otherwise resolve any Claims;

B. The Administrator shall have standing and the right to litigate objections to Claims and Causes of Action filed prior to the Effective Date that remain pending as of the Effective Date;

C. The Administrator shall have standing and the right to litigate Causes of Action;

D. The Administrator may assert any and all defenses, setoff rights, and recoupment rights of any party related to all Claims and Causes of Action; and

E. The Administrator may compromise and settle any and all Claims and Causes of Action in his discretion without the need for approval by any court.

3.3 Agents and Professionals. Subject to the Plan, the Administrator may, but shall not be required to, retain attorneys, financial advisors, accountants or other professionals and employees as the Administrator deems appropriate in the reasonable exercise of his discretion, and who the Administrator reasonably determines to have qualifications necessary to assist the Administrator in the proper administration of the Estates. Subject to the terms of the Plan, the Administrator shall pay the reasonable fees, costs and expenses of such persons from the Assets,

on a first priority basis, in the ordinary course of business. Neither the Administrator nor his professionals shall be required to obtain Court approval for compensation. The Administrator may retain the Debtors' pre-Effective Date professionals.

3.4 Safekeeping of Assets. The Assets shall, until distributed or paid over as herein provided or as provided in the Plan, be held in trust for the benefit of the Beneficiaries, as applicable, in accordance with the Plan and this Agreement. The Administrator shall be under no liability for interest or producing income on any moneys received by him and held for distribution or payment to the Beneficiaries, except as such interest or income shall actually be received by the Administrator.

3.5 Investment. The Administrator may only invest the Assets or any proceeds, revenue, or income therefrom in Permitted Investments, in a manner consistent with the requirements of the Bankruptcy Code or any order of the Bankruptcy Court modifying such requirements and, provided that the Administrator does so, he, she or it shall have no liability in the event of insolvency of any institution in which he, she or it has invested any of the Assets or any proceeds, revenue, or income therefrom.

3.6 Administrator Action. The Administrator shall accept, preserve, receive, hold, collect, conserve, manage, invest, sell, liquidate, transfer, abandon, supervise, prosecute, settle, protect, and administer, as applicable, the Assets in accordance with the provisions of this Agreement and the Plan, and pay and distribute amounts as set forth therein for the purposes set forth in the Plan and this Agreement.

3.7 Bankruptcy Court Approval of Administrator's Actions. Except as provided in the Plan or as otherwise specified in this Agreement, the Administrator need not obtain an order or approval of the Bankruptcy Court in the exercise of any power, rights, or discretion conferred

hereunder, or account to the Bankruptcy Court. Except as provided in the Plan or otherwise specified in this Agreement, the Administrator shall exercise his business judgment for the benefit of the Beneficiaries in order to maximize the value of the Assets and Distributions, giving due regard to the cost, risk, and delay of any course of action. Notwithstanding the foregoing, the Administrator may submit to the Bankruptcy Court any question(s) for which the Administrator may desire to have explicit approval of the Bankruptcy Court for the taking of any specific action proposed to be taken by the Administrator with respect to the Assets, the Estates, or the Beneficiaries, and as provided in the Plan and this Agreement, including the administration and distribution of the Assets. The Bankruptcy Court shall retain jurisdiction for such purposes and shall approve or disapprove any such proposed action upon motion. The Administrator shall not have any liability whatsoever with respect to any act or omission that has been approved by the Bankruptcy Court.

ARTICLE IV

DISTRIBUTIONS TO BENEFICIARIES

4.1 Distributions to Holders of Allowed Claims and Interests. The Administrator shall make Distributions to the Holders of Allowed Claims and Interests consistent with the terms of the Plan.

ARTICLE V

BENEFICIARIES

5.1 Incidents of Ownership. The Beneficiaries shall be the sole beneficiaries of the Assets, and the Administrator shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized in this Agreement, the Plan, and the Confirmation Order.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Reliance. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, the Administrator may rely and shall be protected in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed to be genuine and to have been signed or presented to the Administrator.

6.2 Parties Dealing With the Administrator. In the absence of actual knowledge to the contrary, any Person dealing with the Administrator shall be entitled to rely on the authority of the Administrator or any of the Administrator's agents to act in connection with the Assets. There is no obligation on any Person dealing with the Administrator to inquire into the validity, expediency, or propriety of any transaction by the Administrator or any agent of the Administrator.

6.3 Limited Recourse. Persons (including any professionals retained by the Administrator in accordance with this Agreement) engaged in transactions with the Administrator shall look only to the Assets to satisfy any liability incurred in connection with the carrying out of the terms of this Agreement, the Plan, or the Confirmation Order.

6.4 Indemnification and Exculpation. The Administrator and the Administrator's agents and professionals shall not be liable for actions taken or omitted in his capacity as, or on behalf of, the Administrator, except those acts arising out of his own willful misconduct or gross negligence, and each shall be entitled to indemnification and reimbursement for fees and expenses in defending any and all actions or inactions in his capacity as, or on behalf of, the Administrator, except for any actions or inactions involving willful misconduct or gross negligence. Any indemnification claim of the Administrator (and the other parties entitled to indemnification under

this subsection) shall be satisfied solely from the Assets. The Administrator shall be entitled to rely, in good faith, on the advice of his retained professionals, and shall not be liable for any action taken, omitted, or suffered in reliance on the advice of such retained professionals, regardless of whether such advice or opinions are provided in writing. In no event shall the Administrator be liable for indirect, special, punitive, incidental, or consequential damages (including, but not limited to, lost profits) even if the Administrator has been informed of the likelihood of such damages.

6.5 Non-Liability for Acts of Others. Nothing contained in this Agreement, the Plan, or the Confirmation Order shall be deemed to be an assumption by the Administrator of any of the liabilities, obligations, or duties of the Debtors, and shall not be deemed to be or contain a covenant or agreement by the Administrator to assume or accept any such liability, obligation, or duty. Any successor Administrator may accept and rely upon any accounting made by or on behalf of any predecessor Administrator hereunder, and any statement or representation made by a predecessor Administrator or his agents as to the Assets or as to any other fact bearing upon the prior administration of the Estates, so long as he, she, or it has a good faith basis to do so. The Administrator or successor Administrator shall not be liable for having accepted and relied in good faith upon any such accounting, statement, or representation if it is later proved to be incomplete, inaccurate, or untrue. The Administrator or successor Administrator shall not be liable for any act or omission of any predecessor Administrator, nor have a duty to enforce any claims against any predecessor Administrator on account of any such act or omission.

ARTICLE VII

REMOVAL AND COMPENSATION OF ADMINISTRATOR

7.1 Term of Service; Compensation. The Administrator shall serve consistent with the terms of the Plan. The Administrator's compensation shall be at his standard hourly rates.

7.2 Removal of Administrator. The Administrator may be removed consistent with the terms of the Plan.

7.3 Resignation of Administrator. The Administrator may resign consistent with the terms of the Plan.

7.4 Appointment of Successor Administrator. Upon the resignation, death, incapacity, dissolution, liquidation, or removal of the Administrator, a successor Administrator shall be appointed consistent with the terms of the Plan.

7.5 Powers and Duties of Successor Administrator. A successor Administrator shall have all the rights, privileges, powers, and duties of the predecessor Administrator under this Agreement and the Plan.

7.6 Continuance. The death, incapacity, resignation, or removal of the Administrator shall not revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Administrator.

ARTICLE VIII

MAINTENANCE OF BOOKS AND RECORDS

8.1 Books and Records. The Administrator shall maintain books and records containing a description of all property from time to time constituting the Assets and an accounting of all receipts and disbursements. Said books and records shall be open to inspection, upon reasonable notice, by any Beneficiary at any reasonable time during normal business hours. The

Administrator shall furnish to any Beneficiary upon written request an annual statement of receipts and disbursements, including a summary of all income and expenses of the Estates.

ARTICLE IX

DURATION, TERMINATION, AND DISTRIBUTION OF REMAINING ASSETS

9.1 Duration. This Agreement shall become effective upon the Effective Date of the Plan and shall remain and continue in full force and effect until the Administrator completes his duties hereunder.

9.2 Termination. Subject to the Plan, the Administrator shall be discharged, at such time as (1) all Disputed Claims have been resolved, (2) all of the Assets have been liquidated or otherwise disposed of, (3) all duties and obligations of the Administrator hereunder and in the Plan have been fulfilled, and (4) all Distributions required to be made to the Beneficiaries under the Plan and this Agreement have been made.

9.3 Distribution of Remaining Assets. Notwithstanding anything to the contrary herein, (a) under no circumstances shall any Beneficiary recover from the Assets an amount greater than the amount of its Allowed Claim or Interest and (b) in the event that all Allowed Claims have been fully satisfied and all Disputed Claims have been resolved, any remaining amounts (other than such amounts that may reasonably be required to satisfy unpaid costs or expenses of the Administrator entitled to be paid pursuant to this Agreement, including without limitation, any and all taxes and professional fees and costs) shall be paid to Holders of Interests.

ARTICLE X

MISCELLANEOUS

10.1 Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction over the Administrator, the Assets, and disputes arising from administration of the Assets, and shall retain such jurisdiction until the closure of the Cases.

10.2 Notices. All notices to be given to Beneficiaries may be given by ordinary mail, or may be delivered personally, to the Holders at the addresses appearing on the books kept by Administrator. Any notice or other communication which may be or is required to be given, served, or sent to the Administrator shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by hand delivery or facsimile (if receipt is confirmed) addressed as follows:

If to the Administrator:

David M. Baker
112 South Tryon Street, Suite 1770
Charlotte, NC 28284

with a copy to his counsel:

Greenberg Traurig, LLP
3333 Piedmont Road, NE, Suite 2500
Atlanta, Georgia 30305
Attn. John D. Elrod, Esq.
Email: ElrodJ@gtlaw.com

or to such other address as may from time to time be provided in written notice by the Administrator.

10.3 No Bond. Notwithstanding any state law to the contrary, the Administrator (including any successor) shall be exempt from giving any bond or other security in any jurisdiction. The Administrator may, in his discretion, obtain insurance coverage with respect to

the liabilities and obligations of the Administrator, which shall be an expense of the Estates and paid out of the Assets.

10.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to conflicts of law principles.

10.5 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns.

10.6 Headings. The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or understanding of this Agreement or any provision hereof.

10.7 No Execution. All funds in the Estates shall be deemed *in custodia legis* until such time as the funds have actually been paid to or for the benefit of a Beneficiary, and no Beneficiary or any other Person can bind, pledge, encumber, execute upon, garnish, or attach the Assets or the Administrator in any manner or compel payment except by Final Order of the Bankruptcy Court. Payment shall be governed solely by the Plan and this Agreement.

10.8 Plan and Confirmation Order. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Plan, then the terms of the Plan shall govern and control. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Confirmation Order, then the terms of the Confirmation Order shall govern and control.

10.9 Severability. If any term, provision, covenant, or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable, or against regulatory policy, the remainder of the terms, provisions, covenants, and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

10.10 Counterparts. This Agreement may be executed simultaneously in counterparts and each such counterpart shall be deemed an original, all of which counterparts together shall constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement (or are deemed to have so executed this Agreement) as of the day and year written above.

David M. Baker, not individually, but solely in his capacity as Plan Administrator

By: _____
Name: David M. Baker
Title: Plan Administrator

WELLMADE FLOOR COVERINGS INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

WELLMADE INDUSTRIES MFR. N.A LLC

By: _____
Name: _____
Title: _____

Exhibit C

Wind Down Cash Amount

The Wind Down Cash Amount shall be $250,000.00.