

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:

Royal Flush, Inc.,

Debtor.

Bankruptcy No. 16-23458 JAD

Chapter 11

Document No.

**FOURTH AMENDED CHAPTER 11 PLAN OF REORGANIZATION
OF ROYAL FLUSH INC.**

BY: /s/ Donald R. Calaiaro
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DATED: November 13, 2017

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FOURTH AMENDED CHAPTER 11 PLAN OF REORGANIZATION

Royal Flush, Inc., a Pennsylvania corporation and the Debtor-in-Possession, proposes the following Plan of Reorganization ("Plan") pursuant to Section 1121(b) and (c) of the Bankruptcy Code ("Code"), 11 U.S.C. Section 1121(b) and (d).

ARTICLE 1 - DEFINITIONS

For purposes of this Plan, except as otherwise expressly provided herein or unless the context otherwise requires, the following capitalized terms shall have the meaning set forth below:

1.1 Administrative Claims shall mean the costs and expenses of administration of this Chapter 11 case allowed under Section 503(b) and entitled to priority under Section 507(a)(2) of the Code, including the fees and expenses of Professionals allowed under Section 330 of the Bankruptcy Code.

1.2 Allowed Claim when used herein means:

(a) a Claim that: (i) has been listed by the Debtor in its Schedules as other than disputed, contingent, or unliquidated proof of which is deemed filed under Section 1111(a); and (ii) is not a Disputed Claim;

(b) a Claim (i) for which a proof of Claim has been filed by the Bar Date or otherwise has been deemed timely filed under applicable law; and (ii) that is not a Disputed Claim;

(c) a Claim that is expressly allowed: (i) in any stipulation or agreed order of the Bankruptcy Court executed by the Debtor and the Claim Holder; (ii) in any contract, instrument, or other agreement entered into in connection with the Plan and, if prior to the Effective Date, approved by the Bankruptcy Court; (iii) in a Final Order; or (iv) pursuant to the terms of the Plan; or

(d) a Claim that the Debtor determines prior to the Claims Objection Bar Date (i) will not be subject to an objection or to an amendment to the Schedules and (ii) will be satisfied in accordance with the terms of the Plan.

1.3 Allowed Administrative Claim shall mean any Administrative Claim that has been approved by the Bankruptcy Court by Final Order pursuant to the provisions of Bankruptcy Code Sections 503 and 330.

a. A proof of such claim was:

- (1) Timely filed; or
- (2) Deemed filed pursuant to Section 1111(a) of the Bankruptcy Code; or
- (3) Filed late with leave of the Bankruptcy Court after notice and opportunity for hearing given to the Debtor's counsel; and

b. (1) Which is not a Disputed Claim; or

(2) Which is not contingent; or

(3) Which is allowed (and only to the extent allowed) by a Final Order, after objection, if any, and hearing; and

c. (1) With respect to any professionals seeking compensation in

connection with this case, when said compensation has been allowed by Order of the Bankruptcy Court after notice and hearing as provided in the Bankruptcy Code.

1.3 Bar Date means a bar date established by the Bankruptcy Court to file objections to Claims arising prior to the Petition Date,

1.4 Bankruptcy Case shall mean the Chapter 11 bankruptcy case of Royal Flush, Inc., filed in the United States Bankruptcy Court for the Western District of Pennsylvania at Case No. 16-23458-JAD.

1.5 Bankruptcy Court shall mean that unit of the United States District Court for the Western District of Pennsylvania known as the United States Bankruptcy Court for the Western District of Pennsylvania located at 54th Floor, U.S. Steel Tower, 600 Grant Street, Pittsburgh, Pennsylvania 15219 or any Court having jurisdiction to hear and determine appeals there from

1.6 Business Day shall mean between 9:00 a.m. and 5:00 p.m. local Pittsburgh time on every day, except Saturdays, Sundays and national holidays.

1.7 C Swank shall mean C Swank Enterprises, LLC.

1.8 Claim shall have the meaning set forth in Section 101(4) of the Bankruptcy Code.

1.9 Claim Objection Bar Date Claims Objection Bar Date means, for all Claims (other than Professional Fee Claims, which are treated in Section 6.1 of the Plan), the latest of: (x) 90 days after the Effective Date, subject to extension by order of the Bankruptcy Court; (y) 30 days after the Filing of a proof of Claim for such Claim; and (z) such other period of limitation as may be specifically fixed by the Plan, the Confirmation Order, the Bankruptcy Rules, or a Final Order for objecting to such a Claim

1.10 Class shall mean the category of holders of claims or equity interests in such category as provided by 11 U.S.C. 1122 of the Code and as defined in the context of this Plan.

1.11 Collateral shall mean any property in which the Debtor has an interest and which secures an allowed claim.

1.12 Committee shall mean the Official Committee of Unsecured Creditors of Royal Flush, Inc. appointed in this Bankruptcy Case

1.13 Confirmation Date shall mean the date when the clerk of the Bankruptcy Court shall have entered the Confirmation Order on the docket.

1.14 Confirmation Order shall mean the Order entered by the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Code.

1.15 Creditor shall mean any person having a Claim against the Debtor that arose on or before the Petition Date or a claim against the Debtor's estate of a kind specified in Section 502(g)(h) or (l) of the Code.

1.16 Debtor shall mean Royal Flush, Inc.

1.17 Disbursing Agent shall be Donald R. Calaiaro, Esquire with an address of 428 Forbes Avenue, Suite 900, Pittsburgh, PA 15219. In the event that Donald R. Calaiaro is incapacitated or unable to perform the duties of the Disbursing Agent, he may designate a replacement Disbursing Agent. The Disbursing Agent shall collect and disburse funds to Classes 12 and 13 under this Plan.

1.18 Disclosure Statement shall mean the Disclosure Statement of the Debtor, filed with and approved by the Court pursuant to Section 1125 of the Code.

1.19 Disputed Claims shall mean alleged claims against the Debtor listed as

disputed, contingent or unliquidated on the Debtor's schedules or amended schedules for which a timely proof of claim is filed, or to which an objection has been timely filed within sixty (60) days after the confirmation date by a party in interest and which objection is not the subject of a Final Order or has not been withdrawn.

1.20 Effective Date of the Plan shall mean Fifteen Days after the date of entry of the Confirmation Order.

1.21 Equity Security shall have the meaning under 11 U.S.C. §101(16).

1.22 Excess Quarterly Cash shall mean the cash remaining in the budget prepared by the Reorganized Debtor on a Quarterly basis, after appropriate reserves for instability in the Debtors cash flow for the succeeding quarter, capital reserve for future repairs and maintenance of equipment, a reserve for payment of professional fees, and reserve for future acquisitions.

1.23 Exculpated Parties shall mean any of the Debtors Professionals, the members of the Committee (in their capacities as such) and any Representatives or Professionals of the Committee.

1.24 Executives shall mean all shareholders, members, Equity Security holders, officers and directors of the Debtor and/or Reorganized Debtor, including but not limited to Brian and Carol Swank.

1.25 Filing Date shall mean **September 15, 2016**, the date on which **Royal Flush, Inc.** filed its Bankruptcy Case.

1.26 Final Order shall mean an order, judgment or decree of the Bankruptcy Court as to which **(a)** any appeal that has been timely taken has been finally determined or dismissed; **(b)** the time for appeal has expired and no appeal has been timely taken in

accordance with Rule 8002 of the Rules of Bankruptcy Procedure and any applicable local procedural rule; or **(c)** or if an appeal has been timely taken, or if a motion for reconsideration is timely filed, but such Order has not been stayed by appropriate cash bond or equivalent under Rule 8005 of the Rules of Bankruptcy Procedure.

1.27 Gender and Number when used herein, words importing any gender may be applied to and include all persons; words importing the plural number may be applied to and mean a single person or thing, and words importing the singular number may be applied to and mean more than single person or thing.

1.28 General Rules of Interpretation unless otherwise defined herein, all terms used in this Plan shall have the meanings set forth in the Bankruptcy Code.

1.29 General Unsecured Claim shall mean any Claim that is not an Administrative Claim, Secured Claim, Priority Claim, or Priority Tax Claim.

1.30 Litigation shall mean actions in the United States District Court or Bankruptcy Court for the Western District of Pennsylvania with any caption including the Debtor.

1.31 Person shall mean any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, or other entity.

1.32 Petition Date shall mean September 15, 2016.

1.33 Plan shall mean this Fourth Amended Plan of Reorganization dated November 13, 2017, as the same may be amended or modified from time to time in accordance with the provisions of this Plan and Section 1127 of the Code, all addenda, exhibits, schedules, releases and other attachments hereto, all of which are incorporated

herein by reference as though fully set forth herein.

1.34 Priority Claim shall mean any claim entitled to priority pursuant to Section 507(a) (1) [Administrative]; (2) [Wages]; (3) [Employee Benefits], of the Code to the extent it is an allowed claim; except for priority tax claims.

1.35 Priority Tax Claim shall mean any claim entitled to priority pursuant to Section 507(a) (7) of the Code to the extent it is an allowed claim.

1.36 Professional shall mean any professional employed in the Debtor's Bankruptcy Case pursuant to sections 327, 328, 333, 363, or 1103 of the Bankruptcy Code, or any professional or other Person seeking compensation or reimbursement of expenses in connection with the Debtor's Bankruptcy Case pursuant to section 503(b)(4) of the Bankruptcy Code.

1.37 Proponent of this Plan shall mean the Debtor, **Royal Flush, Inc.**

1.38 Quarterly Budget shall mean the quarterly budget prepared by the Reorganized Debtor on a Quarterly Basis which shall set forth anticipated revenues, anticipated expenses, cash reserves to protect against instability in anticipated future cash flow, a capital reserve for repairs and maintenance of equipment, a reserve for payment of professional fees, and a capital reserve for future equipment acquisition.

1.39 Representatives shall mean, with respect to any Person or the Committee, such Person's or Committee's successor, predecessor, member, officer, director, trustee, partner, employee, agent, attorney, advisor, investment banker, financial advisor, accountant, or other Professional of such Person or Committee.

1.40 Reorganized Debtor shall mean Royal Flush, Inc. post-Effective Date.

1.41 Schedules shall mean the schedules or amended schedules of assets and

liabilities filed by **Royal Flush, Inc.**, with the Bankruptcy Court as required by Section 521 of the Code, and any amendments thereto as allowed by the Bankruptcy Court.

1.42 Secured Claim shall mean an allowed claim in respect of which a security interest is held in or against any property of the Debtor's estate, to the extent of the value of such Creditor's interest in the estate's interest in such property; and to the extent the claim is perfected against a trustee under 11 U.S.C. Section 544. If the value of such Creditor's interest is less than the amount of the allowed claim held by it, then such Creditor shall hold an unsecured claim for the deficiency amount; if the Creditor's claimed security is not perfected, it will have an unsecured claim; but only to the extent the Creditor has filed a claim.

1.43 Secured Creditor shall mean any person or entity, which holds a secured claim.

1.44 Security Interest shall mean a lien; as such term is defined in Section 101(33) of the Code on any of the property of the Debtor's estate.

1.45 Unsecured Claim shall mean any claim other than an administrative claim, secured claim or a priority claim to the extent it is an allowed claim.

ARTICLE 2 - CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

2.1 Class 1 shall consist of Administrative Claims, including fees to the U.S. Trustee; the Clerk of Courts and any Professional's fees and expenses which are entitled to priority under 11 U.S.C. Section 507(a)(1). These shall include the following:

- (a)** Attorneys for Debtor, Calaiaro Valencik; Attorney for the Committee, Leech Tishman Fuscaldo & Lampl, LLC, and the accountant for the Debtor, Matt Tymoczko
- (b)** All U.S. Trustee's fees and Clerk of Bankruptcy Court charges.

- (c) This Class shall also include administrative expenses incurred during the administration, including the following:
1. Utilities
 2. Fuel purchases
 3. Post-petition expenses of Operations

2.2 Class 2 consists of the Allowed perfected Secured Claims of First National Bank of Pennsylvania ("FNB"). FNB is the holder of first priority security interest liens in the personal property assets of Debtor, including inventory, chattel paper, accounts, receivables, equipment, documents and general intangibles as well as certain titled motor vehicles as more fully set forth in certain notes, security agreements, guarantees and other loan security documents ("Loan Documents") executed by the Debtor. As of September 15, 2016, the total secured claim of FNB is \$2,734,179.77 with additional interest at the contractual per diem rate plus late charges and fees and costs, including without limitation attorneys' fees and costs allowed under Section 506 of the Bankruptcy Code. FNB's secured claim is composed of the following seven (7) Loans ("FNB Loans"):

- A. \$64,800.00 Loan #45301225. The Debtor borrowed \$64,800.00 from FNB and executed a security agreement in the Debtor's assets as provided for more fully in the Loan Documents. The balance due as of September 15, 2016 was \$30,846 plus continuing interest and fees and costs as provided for under the Loan Documents and §506 of the Bankruptcy Code.
- B. \$100,000.00 Loan #5300205. The Debtor borrowed \$100,000.00 from FNB and executed a security agreement in the Debtor's assets as provided for more fully in the Loan Documents. The balance due as of September 15, 2016 was \$47,603 plus continuing interest and fees and costs as provided for under the Loan Documents and §506 of the Bankruptcy Code.
- C. \$750,000.00 Loan #45301210. The Debtor borrowed \$750,000.00 from FNB and executed a security agreement in the Debtor's assets as provided for more fully in the Loan Documents. The balance due as of September 15, 2016 was \$766,372.06 plus continuing interest and fees and costs as provided for under the Loan Documents and §506 of the Bankruptcy Code.
- D. \$80,640.00 Loan #45350410. The Debtor borrowed \$80,640.00 from FNB

and executed a security agreement in the Debtor's assets as provided for more fully in the Loan Documents. The balance due as of September 15, 2016, was \$29,888.13 plus continuing interest and fees and costs as provided for under the Loan Documents and §506 of the Bankruptcy Code.

- E. \$200,000.00 Loan #45925095. The Debtor borrowed \$200,000.00 from FNB and executed a security agreement in the Debtor's assets as provided for more fully in the loan documents. The balance due as of September 15, 2016, was \$76,753.27 plus continuing interest and fees and costs as provided for under the loan documents and §506 of the Bankruptcy Code.
- F. \$2,200,000.00 Loan #45624140. The Debtor guaranteed a \$2,200,000.00 loan to C Swank secured by the aforementioned security agreements in the Debtor's assets and related Loan Documents. The balance due as of September 15, 2016, was \$1,516,019.32 plus continuing interest and fees and costs as provided for under the Loan Documents and §506 of the Bankruptcy Code.
- G. \$492,400.00 Loan #4552208. On or about December 5, 2014, Debtor guaranteed \$492,400.00 loan to C Swank secured by the aforementioned security agreements in the Debtor's assets and related Loan Documents. The balance due as of September 15, 2016, was \$266,697.32 plus continuing interest and fees and costs as provided for under the Loan Documents and §506 of the Bankruptcy Code.

During the Chapter 11 case the Debtor and FNB entered into certain Stipulations Allowing the Use of Cash Collateral and Establishing Adequate Protection docketed at Docket Nos. 22, 51, 80, 125 and 178 and Orders approving the same at Docket Nos. 29, 53, 82, 133 and 179 ("Cash Collateral Stipulations and Orders"). In the Cash Collateral Stipulations and Orders, the Debtor reaffirmed the Debt and the Loan Documents referred to therein and obtained the right to use the cash collateral under terms which were approved by the Bankruptcy Court, after notice and a hearing on that agreement.

2.3 Class 3 shall consist of **Ally Bank**, the holder of a perfected security interest and encumbrance on a 2014 Dodge Caravan. The Creditor has filed a claim at POC # 11 in the amount of \$13,427.10. **Ally Bank** is the holder of a perfected security interest and encumbrance on a 2014 Jeep Wrangler. The Creditor has filed a Claim at POC # 10 in

the amount of \$21,599.63. **Ally Bank** is the holder of a perfected security interest and encumbrance on a 2014 Ram 5500. The Creditor has filed a claim at POC # 9 in the amount of \$32,091.29. Ally Bank is the holder of a perfected security interest and encumbrance on a 2014 Ram 2500. The Creditor has filed a Claim at POC # 8 in the amount of \$24,113.32. The total secured claim of the Creditor is \$91,231.34.

2.4 Class 4 shall consist of **Chrysler Capital**, is the holder of liens on two 2014 Ram 2500, a 2014 Ram 1500, and a 2015 Ram 1500. The Creditor has filed claims at POC #5 in the amount of \$18,067.69, at POC #6 in the amount of \$18,070.99, and at POC # 7 in the amount of \$24,571.19. The Creditor did not file a Claim for the 2015 Ram 1500, VIN: 4922, for which the Debtor believes that the Creditor is owed \$26,487.30. The total secured claim of this Creditor is \$87,197.17.

2.5 Class 5 shall consist of **J.P Morgan Chase Bank N.A.**, the holder of a perfected security interest and encumbrance on a 2014 Subaru. The Creditor has filed a claim at POC # 22 in the amount of \$16,012.11.

2.6 Class 6 shall consist of Claims of **Priority Tax Creditors** who were owed taxes as of September 15, 2016. Participation in this class shall be limited to pre-petition tax and interest through September 15, 2016. Some of the Creditors' Claims in this class are Disputed Claims. The following Creditors are members of Class 6:

PRIORITY CLAIMS

Creditor	Total Amount	Type of Collateral	(D)(L)(U) *
Berkheimer	\$8,377.77	Local Withholding	Disputed
Berkheimer	\$1,077.00	LST Tax	Disputed
Internal Revenue Service POC # 17- Disputed	\$308,962.20	Taxes	Disputed
Internal Revenue Service POC # 17- amended Disputed- (Includes unassessed liabilities)	\$1,990.47	Taxes	Disputed

Office of UC Tax Services	\$43,306.87	PA UC Fund-Employer Portion	Disputed
Office of UC Tax Services	\$1,354.69	Employee Withholding	Disputed
OH Department of Job and Family Services	\$13,009.30	OH Unemployment	Disputed
OH Dept. of Taxation	\$15,244.78	OH Withholding	Disputed
PA Department of Labor & industry-	\$39,549.37	PA Withholding	
PA Department of Revenue POC # 13- -	\$78,052.90	PA Withholding	Admitted.
Unemployment Compensation Division	\$217.38	WV Unemployment	Disputed
WV State Tax Department-Disputed	\$7,989.00	WV Withholding	Disputed
TOTAL	\$517,141.26		

2.7 Class 7 shall consist of **Essential Creditors** who had an Allowed Claim against the Debtor arising before the Petition Date. This Class consists of the General Unsecured Creditors who have continued to provide goods and services to the Debtor at preferred pricing and who will continue to provide goods and services on credit terms to the Reorganized Debtor. These Creditors provide essential goods and services to the Debtor. The following list sets forth the members in Class 7:

Creditor	Class	Total Amount Owed	Reason why this creditor is in class 7
Guttmann Oil-POC # 18	7	\$76,378.51	Supplies fuel at a discount and on preferred credit terms.
Jacobs Petroleum Products, Inc.- POC # 41	7	\$63,617.18	Supplies fuel at a discount and on preferred credit terms
Hunter's Truck Sales & Service Inc.- POC # 43	7	\$64,061.85	Provides truck repairs and parts at a discount and on preferred credit terms
TOTAL		\$204,057.54	

Any Creditor may opt out of Class 7 if they choose to cease doing business with the Debtor. Any Creditors who opts out of class 7 prior to payment of their Allowed Claim in full shall be transferred to Class 8 for the balance of their payments. In order to remain in Class 7, Class 7 participants must continue to provide goods and services to the Debtor

on a preferred pricing and extend post-confirmation credit terms to the Debtor.

Guttmann Oil is a party to an executory contract with the Debtor. The Bankruptcy Court previously assumed the assumption of that contract and this plan treatment is in accordance with the prior Order approving that assumption. The other members of this Class assert they have executory contracts. Their contracts, as modified by their agreement to participate in Class 7 and to be bound by the Plan, are assumed by the Confirmation of this Plan.

2.8 Class 8 shall consist of **General Unsecured Creditors** who have Allowed Claims against the Debtor arising before the Petition Date. This Class is made up of **General Unsecured Claims** in the approximate amount of \$885,453.59¹. Some of the Creditors' Claims in this class are Disputed Claims. The claims in this Class shall not include any late charges, interest or attorney's fees after the Petition Date. This Class does NOT include the claims of Class 7 Essential Creditors of \$204,057.54; and it also excludes the contingent guaranty claims in Class 9 in the approximate amount of \$1,594,348.75.

2.9 Class 9 shall include the Claims of Creditors who loaned money to an affiliate of the Debtor and the Debtor guaranteed the debts of that affiliate. These debts are contingent liabilities. These guaranty liabilities are being separately classified. This Class is comprised of:

Creditor	Class	Total Amount Owed	Percent of Dividend
First Commonwealth Bank-POC # 15	9	\$750,963.36	No Dividend
Paccar Financial Corp –POC # 2	9	\$ 138,330.87	No Dividend
Paccar Financial Corp –POC # 3	9	\$ 379,273.52	No Dividend

¹ This does not include the general unsecured tax claims of \$ 19,106.07

TCF Equipment Finance- POC # 21	9	\$325,682.99	No Dividend
GE Navistar Capital	9	\$99,698.56	No Dividend
TOTAL		\$1,693,949.30	

2.10 Class 10 shall consist of the **Equity Shareholders** in the Debtor. The only member of this class is Carol Swank, who holds 100% of the Debtor.

ARTICLE 3 - IMPAIRMENT

The following classes are not impaired under this Plan, and, therefore deemed to have accepted the Plan.

Class 1 - Unimpaired

The following classes are Impaired under this Plan; they are entitled to vote upon the confirmation:

Class 2 - Impaired
Class 3 - Impaired
Class 4 - Impaired
Class 5 - Impaired
Class 6 - Impaired-
Class 7 - Impaired
Class 8 - Impaired
Class 9 - Impaired
Class 10- Impaired

ARTICLE 4 - MEANS FOR IMPLEMENTATION OF THE PLAN

4.1 Vesting of Assets in Reorganized Debtor On the Effective Date of the Plan, by operation of this Plan and the Confirmation Order, all Assets of the Debtor and its estate shall be transferred to, and vest in, the Reorganized Debtor.

4.2 Implementation The Plan is to be implemented by the Reorganized Debtor through payments from the post-confirmation operation of the Reorganized Debtor.

4.3 Corporate Action All matters provided for under the Plan involving the corporate structure of the Debtor or the Reorganized Debtor, or any corporate action to be taken by, or required of, the Debtor or the Reorganized Debtor, shall be deemed to

have occurred and be effective as provided in the Plan and shall be authorized and approved in all respects without any requirement of further action by the stockholders or directors of the Debtor or the Reorganized Debtor, pursuant to Section 1903 of the Pennsylvania Business Corporation Law of 1988, as amended.

4.4 Management of the Reorganized Debtor The Management of the day to day business affairs of the Reorganized Debtor shall be conducted by Brian Swank who shall be employed as the President and Chief Executive Officer of the Reorganized Debtor. Brian Swank has also agreed to limit his post-confirmation annual salary to improve plan feasibility. Brian Swank has agreed that his post-confirmation annual salary for 2017 and 2018 will be \$ 0.00. His salary will not exceed \$60,000.00 per year in 2019; this salary shall not be increased until after Jan. 1, 2020. After January 1, 2020, and until all payments and obligations under the Plan are satisfied in full, Brian Swank's salary may be increased by 7% annually only if the Reorganized Debtor is current on all payments and obligations under the Plan.

Carol Swank shall be the sole shareholder of the Reorganized Debtor and the Treasurer. Carol Swank shall contract with the Reorganized Debtor to work as the treasurer for an initial period of five years. Carol Swank has agreed that her post-confirmation annual salary for 2017 and 2018 will be \$ 0.00. Her salary will not exceed \$60,000.00 per year in 2019; this salary shall not be increased until after Jan. 1, 2020. After January 1, 2020, and until all payments and obligations under the Plan are satisfied in full, Carol Swank's annual salary may be increased by 7% annually only if the Reorganized Debtor is current on payments and obligations under the Plan PLAN.]

The Agreements for the employment of Brian Swank and Carol Swank ("Employment Agreements") will be executed by the Reorganized Debtor upon the entry of the Confirmation Order. Pursuant to the Employment Agreements, the Treasurer will be responsible for all financial aspects of the business. The Executives agree that until all payments and obligations under this Plan are satisfied in full, they will not directly compete with the Reorganized Debtor.

4.5 Funding of the Plan. The Reorganized Debtor shall fund the Plan from cash on hand at the Effective Date and from revenue generated from the continued operation of the Debtor's business post-confirmation. Without limiting the generality of the foregoing, the Plan will be implemented by the Reorganized Debtor through the continued operation of the business.

4.6 Contributions of Carol Swank Carol Swank will separately contribute \$2,100.00 a month to FNB'S debt repayment as a co-borrower in order to obtain its approval of this Plan. The \$2,100.00 will be paid over approximately 5 years and she will contribute \$126,000.00 in total to FNB over the projected period of repayment. This contribution will accelerate payment to all creditors under the Plan. C Swank, of which Carol Swank is the sole member, had 57 pre-Bankruptcy contracts to lease equipment to Royal Flush, Inc. C Swank is restructuring its payments to secured creditors to make that debt service feasible. C Swank is passing on the savings from those contract modifications to reduce the payments by Royal Flush to C Swank. This savings will inure to the benefit of Debtor's Creditors in two ways. It will assist in the reduction of the cash flow and make the Debtor's Plan feasible and allow payments of 100% over time to General Unsecured Creditors. However, when the Secured Creditors are paid in full in

the C Swank case, the monthly lease payments owed to C Swank by the Debtor will be suspended and then the Debtor will have additional cash flow to accelerate the payments to the remaining Classes of Claims, including Class 8.

Carol Swank has a right to be indemnified for expenses she incurs in connection with her position(s) with the Debtor or C Swank. In the capacity of a co-borrower or guarantor of corporate debt to FNB, Paccar, Santander and De Lage Landen she has incurred more than \$ 25,000.00 in legal fees thus far. She will agree to defer repayment of those costs until all payments and obligations under the Plan are satisfied in full.

Carol Swank is one of two owners of Bravo Charlie LLC. This entity owns the facility where both the Debtor and C Swank operate. Bravo Charlie was owed delinquent rent at the commencement of the case in the amount of \$45,000.00. This entity is also owed \$45,000.00 in unpaid post-petition rent. It will waive the payment of any pre-petition or post-petition arrears under the Plan. This is a waiver of \$90,000.00.

Carol Swank is the sole shareholder of the Debtor. In prior years though 2015, Carol Swank was paid a salary from the Debtor and/or C Swank of up to \$ 200,000.00. In order to improve feasibility and in an attempt to be fiscally conservative, Carol Swank reduced her salary to \$90,000.00. As part of the Debtor's Plan and the C Swank plan of reorganization, Carol Swank has agreed to reduced and her annual salary from the Debtor to \$0.00 and cap her annual salary from C Swank at \$90,000.00 until the payments and obligations under the Plan are satisfied in full. This not only assists in Plan feasibility, but it also enables the Debtor to accelerate payment to all Creditors, including General Unsecured Creditors.

Carol Swank has also agreed to suspend any payment of any shareholder distributions and/or dividends until the payments and obligations under the Plan are satisfied in full.

4.7 Litigation Necessary or Possible to Consummate Plan.

- (A) Objections to claims.
- (B) Allowance of any Administrative Claim.
- (C) Actions to enforce the Confirmed Plan.

(D) The Reorganized Debtor shall be entitled to all defenses, rights and counterclaims against any Creditor without allowed Claims in establishing the arrearages, or any amount due.

(E) An injunction under 11 U.S. C. § 105 enjoining parties with the exception of FNB and FNB Commercial Leasing which has entered into a forbearance agreements with Carol Swank, from the enforcement of any Claim against C Swank, Carol Swank, or Brian Swank for guaranties of the Debtor's debts.

The Plan does not contemplate the prosecution of any chapter 5 actions. However, The Debtor, holders of Equity Security interests, Brian Swank, Carol Swank and C Swank, and its member, Carol Swank, stipulate, agree and acknowledge that any Claim and/or cause of action, including but not limited to, any claim for contribution and/or indemnification arising out of or relating to the payment of any obligation, debt or Claim of C Swank by the Debtor or any Claim or cause of action that may be brought under Chapter 5 of the Bankruptcy Code, that the Debtor and/or its bankruptcy estate has against them is reserved and preserved under the Plan and that the C Swank plan of reorganization will not and does not seek a discharge of any such Claim or cause of

action. The Debtor, holders of Equity Security interests, Brian Swank, Carol Swank and C Swank, and its member, Carol Swank, stipulate, agree and acknowledge that until all obligations and payments under the Plan or fully paid and satisfied, they waive any passage of time from the Petition Date and otherwise agree to a tolling of any statute of limitation or statute of repose, or any similar defense, to any and all Claims and causes of action that may be brought against them by the Debtor and/or its bankruptcy estate.

4.8 Disputed Claim Reserve

On the Effective Date and at any such time as a distribution/payment under this Plan is to be made to the holder of a Disputed Claim, said distribution/payment shall be made by the Reorganized Debtor to the Disbursing Agent who shall hold said funds in his IOLTA trust account until as the Claim becomes an Allowed Claim.

4.9 Miscellaneous.

(A) The Disbursing Agent and the Reorganized Debtor shall have the right to negotiate with any administrative claimant, any secured Creditor, or the holder of a Disputed Claim, any insurance carrier, or any account receivable to discount or settle any dispute.

(B) All causes of action, all avoiding powers, and all choses in action of any type which were the property of the Debtor at the time of the commencement of this case shall remain the property of the Reorganized Debtor under this Plan until administration of the estate is complete.

(C) Donald Robert Calaiaro shall act as the Disbursing Agent. He shall be paid \$425.00 for each month following Confirmation for his services (the "Disbursing Agent Fee"). After a Final Decree is entered in this Bankruptcy Case, the Disbursement Agent

Fee shall be in lieu of legal fees for any services performed by Mr. Calaiaro necessary to implement the Plan and make distributions to holders of Allowed Claims. Mr. Calaiaro shall be reimbursed for any actual out of pocket expenses for postage, copying and bookkeeping. The Disbursing Agent Fee shall be in addition to any actual reasonable expenses incurred by the Disbursing Agent and shall not cover any Allowed Administrative Claim of Calaiaro Valencik incurred prior to the Effective Date.

ARTICLE 5 - PROVISIONS FOR CLAIMS AND EQUITY
SECURITY INTERESTS GENERALLY

5.1 On the Effective Date, the Debtor and the Reorganized Debtor shall have its relationships modified and superseded by the terms of the Plan. Any amount, other than those obligations and payments to be made under this Plan, shall be discharged upon the confirmation of the Plan.

The Reorganized Debtor shall be deemed to have the benefits of Code Section 1141(c) and the Debtor shall be fully discharged and released from any amounts not contemplated to be paid under this plan.

Nothing in this Article 5 shall act as or be interpreted as a waiver, release and/or discharge of the Debtor's and the Reorganized Debtor's obligations set forth in this Plan.

5.2 In the event that the claim of any creditor is contingent, unliquidated or subject to dispute on the confirmation date, the Debtor or the Creditor may, in their sole discretion, request the Bankruptcy Court to estimate for the purpose of allowance under Section 502 of the Code, as soon as practicable prior to the Confirmation Date, **(a)** any disputed, contingent or unliquidated claim, the fixing or liquidation of which, as the case may be, would unduly delay the administration of this Chapter 11 case, and **(b)** any right to payment arising from a right to an equitable remedy for breach of performance.

Any holder of a Disputed Claim, who has not sought the right to vote an estimated amount prior to a hearing on the confirmation hearing, shall not be entitled to vote upon this Plan.

5.3 Post Confirmation Injunction. Other than exercising their rights under this Plan and except as otherwise provided for in the Plan, holders of Allowed Claims arising before the Effective Date are enjoined from taking any actions against the Debtor and/or Reorganized Debtor on account of any such Allowed Claim, including:

A. Commencing or continuing in any manner any action or other proceedings against the Reorganized Debtor, Debtor's Estate or any property included in that estate, unless there has been a default under the Plan.

B. Enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against Reorganized Debtor, Debtor's Estate, or any property included in that estate, unless there has been a default under the Plan.

C. Creating, perfecting or enforcing any lien or encumbrance against the Reorganized Debtor, Debtor's Estate, or any property included in that estate, unless there has been default under the Plan.

E. Taking any action which is inconsistent with the Plan.

ARTICLE 6 - TREATMENT UNDER THE PLAN AND PROVISION FOR PAYMENT

6.1 Class 1 - Administrative Claims. Holders of Allowed Administrative Claims shall be paid their principal claim in full without interest by the Debtor and/or the Reorganized Debtor, as the case may be, on or before the Effective Date by a cash payment to the holder of such Allowed Administrative Claim except as otherwise agreed by each holder of an Allowed Administrative Claim. Professionals in Class 1 whose

Claims have been approved and allowed by the Bankruptcy Court pursuant to Bankruptcy Code Sections 330 or 503, if not sooner paid, shall be paid on the Effective Date. At the sole discretion of a Professional, a Professional may agree with the Debtor and/or Reorganized Debtor to pay its respective Allowed Administrative Claim over time with interest and the Reorganized Debtor may grant a security interest in its assets to insure these payments.

6.2 Class 2 - First National Bank of Pennsylvania - The debt(s) owed to First National Bank of Pennsylvania (FNB) will have an Allowed Secured Claim of \$2,474,850.23 as of September 12, 2017 plus interest, late charges and fees and costs, including without limitation attorneys' fees and costs which FNB is entitled to under Section 506 of the Bankruptcy Code, as set out in the Cash Collateral Stipulations and Orders, less adequate protection payments; but including allowed counsel fees and costs. The Allowed Secured Claim shall be treated pursuant to the provisions of the Bankruptcy Code §1129 (b) (2) (A) as follows:

6.2.1 ADEQUATE PROTECTION PAYMENTS. The Debtor will make adequate protection payments until the Effective Date.

6.2.3 TREATMENT The Allowed Secured Claim of FNB shall be paid by the Debtor as follows:

- i. The first payment of \$14,371.06 will be made to FNB on the Effective Date of the Plan (the "Initial Payment") (until that date, the Debtor shall continue to pay FNB each month the adequate protection payments agreed to by the parties and approved by the Court.) Thereafter, FNB's Allowed Secured Claim will be paid in full over time at a fixed interest rate of five percent (5%) per annum with monthly minimum payments of \$14,371.06 being paid on the 15th day of each month beginning in the month immediately following the month in which Initial Payment is made.

All payments made by the Debtor shall be applied first to the loans in which the Debtor is the Borrower allocated amongst such loans by FNB in its sole discretion, and, second, to the loans in which the Debtor is a guarantor allocated amongst such loans by FNB in its sole discretion. Until the Effective Date, the Debtor shall continue to pay to FNB the monthly adequate protection payments agreed to by the parties and approved by the Court. Notwithstanding any other provision in this Disclosure Statement and the Plan, all of FNB's liens and judgments are retained. The obligations, terms, and conditions set forth in FNB's Loan Documents including the notes, loan agreements, security agreements and guaranties judgments and any other documents with the Debtors are reinstated and reaffirmed unless otherwise modified and amended by the Plan and shall remain in full force and effect. FNB shall be paid its reasonable attorneys' fees and costs pursuant to 11 U.S.C. §506(d) as it is fully secured. The treatment of FNB's Allowed Secured Claim shall not in any manner discharge, or affect the rights and claims of FNB against any other persons or entities or the obligations of any person or entity to FNB with respect to the indebtedness owed to FNB, including C Swank and Carol Swank. Upon confirmation of the Plan, all pre-confirmation defaults will be waived by FNB.

- ii. Pursuant to the C Swank plan of reorganization, FNB's Allowed Secured Claim will be paid in full by C Swank at a fixed interest rate of five percent (5%) per annum with monthly minimum payments of \$30,497.11 paid on the 15th day of each month. After FNB Commercial Leasing is paid under the C Swank Plan, the money allocated to the FNB Commercial Leasing payment will then go to FNB until the Allowed Secured Claim of FNB is paid in full.
- iii. To be free of doubt, the total amount due and payable to FNB, whether paid under this Plan or the C Swank plan of reorganization, or a combination of both, is the amount equal to its Allowed Secured Claim as of the Effective Date of the Plan and the C Swank plan of reorganization.
- iv. Also on account of the FNB Allowed Secured Claim, Carol Swank, the principal of the Debtor, and a co-borrower or guarantor on the FNB loans, will contribute separately \$ 2,100.00 a month to FNB, which payments shall be applied by FNB to its Allowed Secured Claim.
- v. At least fifteen (15) days prior to the end of any 3 month period following the Effective Date and continuing until the Allowed

Secured Claim of FNB and the Allowed Claims in Class 8 are paid in full, the Debtor shall prepare a budget setting forth the necessary reserves to protect against any instability in its cash flow, a capital reserve for future repairs and maintenance of its equipment and an appropriate reserve for future capital acquisitions, income taxes and payment of administrative claims of Professionals which it intends to retain for each 3 month period. This budget shall be provided to FNB and counsel for the Committee, John M. Steiner. In the event there are excess funds available at the end of the subject 3 month period in excess of the budgeted amounts for the reserves, the Reorganized Debtor will use all such cash reserves to pre-pay the class 2 claims of FNB, and once paid in full, to pay the Allowed Claims in Class 8.

- vi. Other than those salaries set forth in Section 5.4 of the Plan to which Brian and Carol Swank are entitled, the Debtor and/or Reorganized Debtor will not make any distributions, declare any dividends and/or make loans to its shareholders, members and/or equity Interest holders until all obligations and payments under the Plan have been fully paid and satisfied.

6.2.4 WAIVER OF PRE-CONFIRMATION DEFAULTS All pre–confirmation defaults will be waived upon the confirmation of the Plan.

6.2.5 RESTATEMENT OF LOANS The Loan Documents and terms and conditions shall be reserved unless where they are in conflict with the terms of this Plan. Upon Confirmation of the Plan the Debtor will reaffirm and ratify all of the Loan Documents, including all terms, conditions and obligations thereunder and further acknowledges and agrees that as of September 15, 2016, the indebtedness under the terms of the Loan Documents was \$2,734,179.77 as set forth in the Cash Collateral Stipulations and Orders together with additional interest at the contractual per diem rate plus late charges and fees and costs, including without limitation attorney's fees and costs which FNB is entitled to under Section 506 of the Bankruptcy Code. Debtor further agrees that FNB shall have allowed fully secured claims for the indebtedness relating to

the FNB Loans, and the Debtor and C Swank Enterprises, LLC, their agents, officers, directors, employees, successors and assigns, release and waive any and all defenses, offsets or claims, including any FNB liability claims.

6.2.6 FORBEARANCE. Provided payments are made to FNB as provided under the Plan, in the C Swank plan of reorganization and the Carol Swank forbearance agreement, FNB will forbear from enforcing any guaranty against the guarantors during the repayment period of the FNB Allowed Secured Claim under the Plan. The guarantors will execute any agreement that stipulates that no defense, including statute of limitations or waiver, will occur as a result of FNB accepting this treatment under this Plan of reorganization. Provided the Reorganized Debtor makes all payments under this Plan and the C Swank plan of reorganization and FNB is paid in full, FNB will waive any claims against the guarantors for any amount in excess of the Plan payments. FNB will forbear from exercising any execution of its judgments, Case No. 2016-01167 and No. 2016-01176 against the Debtor while the Debtor is in compliance with the Plan and provided C Swank is in compliance with its plan of reorganization.

6.2.7 DEFAULT. Upon the occurrence of any event of default arising from a failure to comply with the Plan requirements set forth herein, or the Loan Documents, in the C Swank plan of reorganization and/or the Carol Swank forbearance agreement, which is not cured within ten (10) business days after FNB shall have provided written notice to the Debtor and its counsel via email of such Event of Default or the failure to cure any other Event of Default within ten (10) business days after FNB shall have provided written notice to the Debtor and its counsel via email of such Event of Default, FNB shall be permitted to exercise its remedies under the Loan Documents and the

Judgments, including invoking the contractual default rate of interest after the default.

6.3 Class 3 - Ally Bank- The Class 3 claims of Ally Bank, now known as Santander, arising from loans a 2014 Ram 2500, a 2014 Ram 5500, a 2014 Jeep Wrangler, and a 2014 Dodge Grand Caravan will be modified under this plan. Each of Ally Bank's loans will be modified into a single "Modified Secured Claim" for the unpaid principal, interest and other amounts due as of the Plan Effective Date. This amount shall be the "Modified Secured Claim".

6.3.1 The "Modified Secured Claim" due, will be reamortized by the Debtor over **five years**. The "Modified Secured Claim" will accrue post-confirmation interest at **5%** simple interest per annum for the life of the modified obligation.

6.3.2 The Debtor will make adequate protection payments until confirmation. Upon confirmation, the Modified Secured Claim, less credit for adequate protection payments and additional payments, shall be restructured to reflect the reduced balance. The first payment will be made on the Plan Effective Date.

6.3.3 All pre-confirmation defaults will be waived upon the confirmation of the Plan. All post- bankruptcy late fees shall be waived upon confirmation.

6.3.4 Ally/Santander will forbear from enforcing any guaranty against any guarantors during the repayment period of the "Modified Secured Claim" under the Plan. The individual guarantors will execute any agreement that stipulates that no defense, including statute of limitations or waiver, will occur as a result of the lender accepting this treatment under this plan of reorganization. Provided the Debtor fully performs as the payments to this creditor, the Class 3 claims shall be deemed paid, and no further sums shall be owed by Debtor or any guarantor or surety. Ally/Santander will

be enjoined from collecting any claims against the guarantors for any amount in excess of the plan payments

6.3.5 The Debtor and the Lender will document this modification by executing a loan modification agreement.

6.3.5 Ally/Santander may not enforce any remedies under its contract, note, or encumbrance unless the Debtor has materially defaulted under the Plan. A material default has not occurred until the Debtor has failed to make two payments AND the Creditor has given notice by certified mail to the Debtor and the Disbursing Agent of the default. The Debtor shall have 30 days to cure any default after receipt of Notice of Default. If the Debtor fails to cure the default, then the Creditor shall send an Affidavit of Default to the Debtor and the Disbursing Agent by Certified Mail. Upon receipt of that Affidavit by the Disbursing Agent, the Creditor may enforce its rights under Pennsylvania State Law as modified under this Plan.

6.4 Class 4-Chrysler Capital- The Class 4 claims of Chrysler Capital arising from loans on two 2014 Ram 2500, a 2014 Ram 1500, and a 2015 Ram 1500. The Creditor has filed claims at POC #5 in the amount of \$18,067.69, at POC #6 in the amount of \$18,070.99, and at POC # 7 in the amount of POC #24,571.19. The Creditor did not file a claim for the 2015 Ram 1500 VIN: 4922. The Debtor believes that the Creditor is owed \$26,487.30. The total secured claim of this Creditor is \$87,197.17. Each of Chrysler Capital's loans will be modified into a single "Modified Secured Claim" for the unpaid principal, interest and other amounts due as of the Plan Effective Date. This amount shall be the "Modified Secured Claim".

6.4.1 The "Modified Secured Claim" due, will be reamortized by the Debtor over

five years. The “Modified Secured Claim” will accrue post-confirmation interest at **5%** simple interest per annum for the life of the modified obligation.

6.4.2 The Debtor will make adequate protection payments until confirmation. Upon confirmation, the Modified Secured Claim, less credit for adequate protection payments and additional payments, shall be restructured to reflect the reduced balance. The first payment will be made on the Plan Effective Date.

6.4.3 All pre-confirmation defaults will be waived upon the confirmation of the Plan. All post- bankruptcy late fees shall be waived upon confirmation.

6.4.4 Chrysler Capital will forbear from enforcing any guaranty against any guarantors during the repayment period of the “Modified Secured Claim” under the Plan. The individual guarantors will execute any agreement that stipulates that no defense, including statute of limitations or waiver, will occur as a result of the lender accepting this treatment under this plan of reorganization. Provided the Debtor fully performs as the payments to this creditor, the Class 4 claims shall be deemed paid, and no further sums shall be owed by Debtor or any guarantor or surety. Chrysler Capital will be enjoined from collecting any claims against the guarantors for any amount in excess of the plan payments

6.4.5 The Debtor and the Lender will document this modification by executing a loan modification agreement.

Chrysler Capital may not enforce any remedies under its contract, note, or encumbrance unless the Debtor has materially defaulted under the Plan. A material default has not occurred until the Debtor has failed to make two payments AND the Creditor has given notice by Certified Mail to the Debtor and the Disbursing Agent of the default. The Debtor

shall have 30 days to cure any default after receipt of Notice of Default. If the Debtor fails to cure the default, then the Creditor shall send an Affidavit of Default to the Debtor and the Disbursing Agent by Certified Mail. Upon receipt of that Affidavit by the Disbursing Agent, the Creditor may enforce its rights under Pennsylvania State Law as modified under this Plan.

6.5 Class 5 - J.P. Morgan Chase Bank N.A. - The Class 5 claim of J.P.

Morgan Chase Bank N.A., arises from a loan on a 2014 Subaru and the Creditor has filed a claim at POC # 22 in the amount of \$16,012.11. J.P. Morgan Chase Bank's loan will be modified into a single "Modified Secured Claim" for the unpaid principal, interest and other amounts due as of the Plan Effective Date. This amount shall be the "Modified Secured Claim".

6.5.1 The "Modified Secured Claim" due, will be re-amortized by the Debtor over **five years**. The "Modified Secured Claim" will accrue post-confirmation interest at **5%** simple interest per annum for the life of the modified obligation.

6.5.2 The Debtor will make adequate protection payments until confirmation. Upon confirmation, the Modified Secured Claim, less credit for adequate protection payments and additional payments, shall be restructured to reflect the reduced balance. The first payment will be made on the Plan Effective Date.

6.5.3 All pre-confirmation defaults will be waived upon the confirmation of the Plan. All post- bankruptcy late fees shall be waived upon confirmation.

6.5.4 J.P. Morgan Chase Bank will forbear from enforcing any guaranty against any guarantors during the repayment period of the "Modified Secured Claim" under the Plan. The individual guarantors will execute any agreement that stipulates that no

defense, including statute of limitations or waiver, will occur as a result of the lender accepting this treatment under this plan of reorganization.

6.5.6 Provided the Debtor fully performs as the payments to this creditor, the Class 5 claims shall be deemed paid, and no further sums shall be owed by Debtor or any guarantor or surety. J P Morgan Chase Bank will be enjoined from collecting any claims against the guarantors for any amount in excess of the plan payments

Provided the reorganized Debtor makes all payments under this Plan.

6.5.7 The Debtor and the Lender will document this modification by executing a loan modification agreement.

6.5.8 J.P. Morgan Chase Bank may not enforce any remedies under its contract, note, or encumbrance unless the Debtor has materially defaulted under the Plan. A material default has not occurred until the Debtor has failed to make two payments AND the Creditor has given notice by Certified Mail to the Debtor and the Disbursing Agent of the default. The Debtor shall have 30 days to cure any default after receipt of Notice of Default. If the Debtor fails to cure the default, then the Creditor shall send an Affidavit of Default to the Debtor and the Disbursing Agent by Certified Mail. Upon receipt of that Affidavit by the Disbursing Agent, the Creditor may enforce its rights under Pennsylvania State Law as modified under this Plan.

6.6 Priority Tax Claims. The priority tax claims, as defined by Article 2.6 of this Plan, pursuant to Code Section 1129 (a) (9) (C), shall be paid in full; to the extent they are Allowed Priority Tax Claims, over 5 years with 3% or 4% interest, the statutory rate of post confirmation interest. The first payment will be made on the Effective Date. Thereafter, the Reorganized Debtor will make 59 monthly payments to the holders of

Allowed Priority Tax Claims at which time the Allowed Priority Tax Claims will be paid in full. Notwithstanding the above provisions or anything in this Plan to the contrary, the Debtor and Reorganized Debtor reserve their rights under section 505 of the Bankruptcy Code to seek a determination of the validity, secured status or priority of any tax claim filed as a pre-petition Claim or as an administrative tax claim and to object to any such Claim.

6.6.1 The penalty portion of the tax claims for non-pecuniary amounts may not be allowed under 11 U.S.C. § 507 (G).

6.7 Class 7 – Vendors who are essential to the Debtor’s Operations-This class consists of the Unsecured Creditors who have continued to provide goods and services to the Debtor and who will continue to provide goods and services to the Reorganized Debtor AND who will give the Reorganized Debtor post-confirmation credit terms and preferred pricing.

6.7.1 The Debtor is assuming any executory contracts with holders of Claims in Class 7. The Debtor will cure all pre-bankruptcy obligations, less any amounts already paid to a holder of a Claim in Class 7 during the Bankruptcy Case on account of their Pre-Petition Claim and pursuant to order entered by the Bankruptcy Court, to each Class 7 member in monthly payments over a 24 month period. As part of the agreement to assume the contracts with Holders of Class 7 Claims, the members in Class 7 agree to extend the Debtor their premium wholesale pricing and credit terms available to premium customers. This arrangement shall continue for the life of the Plan provided the Debtor adheres to the payment terms for post-petition purchases and the Debtor pays the “Cure” payments as required by the Plan. Upon the occurrence of any default, any Class 7

member shall provide notice to the Debtor. After notice, the Debtor shall have 5 (five) business days to cure any default. If no cure is timely made, then that Class 7 member shall be permitted to terminate the preferred pricing and preferred credit terms. The Class 7 member who has declared a default shall nonetheless be entitled to receive the balance of the "Cure" payments and it shall be entitled to assert any claims or damages for any failure to pay the Class 7 member for any unpaid post-petition charges. These parties have contracts with the Debtor and the Plan assumes these contracts under this Plan. The assumption will be effective on the Date of the Confirmation of the Plan.

6.7.2 Guttman Oil is a party to an executory contract with the Debtor. The Bankruptcy Court previously assumed the assumption of that contract and this plan treatment is in accordance with the prior Order approving that assumption.

6.7.3 Prior to the hearing on confirmation of the Plan, any Class 7 member may opt out of Class 7 treatment and the assumption of its agreement by providing the Debtor and its counsel with a written letter indicating that said creditor will opt out of the Class 7 treatment. If such letter is received by the Debtor prior to the hearing on Confirmation of the Plan, then said creditor's ballot, if cast, shall be tabulated and treated in accordance with holders of Claims in Class 8.

6.7.4. This class may vote upon on the plan because they are impaired under the plan and they have a right of adequate assurance of the future performance of their contracts.

6.8 Class 8 – General Unsecured Claims

6.8.1 Holders of Allowed General Unsecured Claims will be paid the full amount of their claim, without interest, by the Debtor and/or Reorganized Debtor over seven (7)

years. The Plan breaks this class into two subclasses. Small Claims less than \$2,500.00 and claims that exceed \$2,500. Holders of Allowed Small Claims will be paid in full in 12 monthly installments with the first payment due on the Effective Date and then every month thereafter for the next 11 months beginning on the 15th day of the month immediately following the month in which the Effective Date occurs.

6.8.2 Holders of Allowed Claims in Class 8 that are in excess of the Small Claim amount will be paid in full over 7 years in 28 quarterly installments by the Debtor and/or the Reorganized Debtor. On the Effective Date, the Debtor and/or the Reorganized Debtor will pay to the Disbursing Agent the first quarterly installment of \$30,580.02 (the “Class 8 First Quarterly Installment”). The Debtor and/or the Reorganized Debtor shall then make 27 quarterly installment payments to the Disbursing Agent with the first quarterly installment to be made on the 1st business day of the month following the first full quarter computed on a calendar year basis after the Class 8 First Quarterly Installment has been made. The Debtor and/or the Reorganized Debtor shall then make another 26 quarterly payments to the Disbursing Agent computed on a calendar year basis on the 1st business day of each month following the end of a quarter. By way of example, if the Class 8 First Quarterly Installment is made on November 15, 2017, the first full quarter computed on a calendar year basis following the Class 8 First Quarterly Installment would be the 1st quarter of 2018. Thus, the first of the 27 quarterly installments would be paid on April 2, 2018, and then on the 1st business day of the month following the next 26 quarters computed on a calendar year basis (i.e. July 12 2018, October 1, 2018, January 2, 2019, etc.). The amount of the quarterly installments necessary to pay in full Allowed Class 8 Claims and to make the appropriate payment into a reserve for holders of

Disputed Claims in Class 8, shall be determined at or prior to the hearing on confirmation of the Plan. After receiving a quarterly installment payment, the Disbursing Agent shall as soon as practicable make pro rata distributions to holders of Allowed Claims in Class 8 and make payment into the Disputed Claim Reserve, as necessary and applicable.

6.8.3 The Disbursing Agents shall escrow in his IOLTA trust account any funds due to a holder of a Disputed Class 8 Claim (the “Disputed Claim Reserve”) until said Claim has become an Allowed Claim, at which time the Disbursing Agent shall then release the pro rata amount held in the Disputed Claim Reserve to the holder of such Class 8 Claim in an amount consistent with the provisions of the treatment of holders of Allowed Class 8 Claims under the Plan.

6.8.4 Prepayment Option and Discount. The Debtor and/or the Reorganized Debtor may prepay holders of Allowed Class 8 Claims at any time after the Effective Date provided that: (i) FNB’s Class 2 Allowed Secured Claim is paid in full; and (ii) provided the payment is to the entire Class 8. The Debtor and/or Reorganized Debtor shall be entitled to a discount when creditors in class 8 are paid sooner than is required by this Plan. The Debtor and/or Reorganized Debtor shall be entitled to deduct 0.5% from the remaining amount owed to a particular holder of an Allowed Class 8 Claim for each month that said holder is paid ahead of schedule. (i.e. if the Debtor and/or Reorganized Debtor pays in full holders of Class 8 Claims in 22 months ahead of schedule, the Debtor and/or Reorganized Debtor gets an 11% discount of the then remaining amount due under the Plan). The Debtor and/or Reorganized Debtor, through the Disbursing Agent, shall notify holders of Allowed Class 8 Claims in writing prior to exercising the option to pay in full the Allowed Class 8 Claims at a discount (the “Prepayment Option Letter”). The Prepayment

Option Letter shall afford holders of Allowed Class 8 Claims the option to accept the prepayment (at a discount) or continue to receive their respective quarterly payments as provided under the Plan. The Prepayment Option Letter shall contain a form to be returned to the Disbursing Agent within ten (10) business from the holder's receipt of the Prepayment Option Letter requesting that the holder of a Class 8 Allowed Claim indicate whether it will opt-in or opt-out of the prepayment option. The Prepayment Option Letter shall also provide the amount the holder of the Allowed Class 8 Claim will receive in full satisfaction of its Allowed Class 8 Claim (less the appropriate discount) if selecting the prepayment option. Failure of a holder of an Allowed Class 8 Claim to respond to the Prepayment Option Letter shall be treated as if the holder of the Allowed Class 8 Claim opted-out of the prepayment option.

6.8.5 Excess Funds after the Payment of FNB' Allowed Secured Claim. At least fifteen (15) days prior to the end of any 3 month period following the Effective Date and continuing until the Allowed Secured Claim of FNB and the Allowed Claims in Class 8 are paid in full, the Debtor and/or Reorganized Debtor shall prepare a budget setting forth the necessary reserves to protect against any instability in its cash flow, a capital reserve for future repairs and maintenance of its equipment and an appropriate reserve for future capital acquisitions, income taxes and payment of administrative claims of Professionals which it intends to retain for each 3 month period. This budget shall be provided to FNB and counsel for the Committee, John M. Steiner. In the event there are excess funds available at the end of the subject 3 month period in excess of the budgeted amounts for the reserves, the Reorganized Debtor will use all such cash reserves to pre-pay the class 2 claims of First National Bank of Pennsylvania, and once the Class 2 Claim

is paid in full, to pay the Allowed General Unsecured Claims in Class 8.

6.8.6 Other than those salaries set forth in Section 5.4 of the Plan to which Brian and Carol Swank are entitled, the Debtor and/or Reorganized Debtor will not make any distributions, declare any dividends and/or make loans to its shareholders, members and/or equity Interest holders until all obligations and payments under the Plan have been fully paid and satisfied.

6.9 Class 9 - Creditors who have claims arising from Guaranties of related entities.

6.9.1 The members of Class 9 loaned money to one or more third parties who are related to or affiliated with the Debtor, and Debtor guaranteed the third party's obligations to the creditor in connection with those loans. Class 9 excludes FNB which has its Allowed Secured (guaranty) Claims treated in Class 2. Holders of Allowed Class 9 Claims will retain their Allowed Claims against the Debtor and any third party who is liable for such debt and such Claim shall not be deemed discharged as to the Debtor or any third party who may be obligated to the holder of the Allowed Class 9 Claim.

6.9.2 This Plan does not contemplate any distribution to holders of Claims in Class 9 by the Debtor and/or Reorganized Debtor. Rather, as further explained below, these creditors will receive payments from the third party borrower pursuant to the terms set forth below. Provided the third party fully performs as detailed herein, the Class 9 claims shall be deemed paid, and no further sums shall be owed by Debtor. Additionally, so long as the third party makes payments and otherwise fulfills its obligations as detailed below, the Class 9 creditors shall be enjoined from taking any action against the Debtor so long as the third party from which payment is to be made in fact makes such payments and otherwise fulfills

its obligations to the Class 9 creditors. Upon confirmation of the Plan, the obligations of the Debtor, any third party obligors, and the Class 9 creditors shall be governed by the applicable agreements, contracts and other documents between them, except as expressly modified by the Plan.

6.9.3 In the event the third party fails to perform as required below, the injunction shall be dissolved automatically, and the Allowed Claim of the Class 9 creditor shall then be treated as a General Unsecured Class 8 Allowed Claim and shall be paid in full in accordance with the treatment being afforded holders of Allowed Class 8 Claims under the Plan. The holder of a Class 9 Allowed Claim may exercise any and all available rights and remedies they may have under the applicable agreements, contracts and/or other documents and applicable law against the third party obligor to recover the balances owed in connection with their Class 9 Claims. Any amounts recovered shall serve to reduce the amount of such holder's Allowed Class 8 Claim. The Debtor's rights against any third party obligor, including for indemnification and/or contribution, are fully reserved and preserved under the Plan

6.10 Class 10 – Equity Holders- The Class 10 equity interests in the Debtor will be retained. The Reorganized Debtor shall not make/pay any dividends and/or distributions and/or make any loans, to shareholders, members and/or holders of Equity Security until all obligations under this Plan have been fully paid and satisfied.

6.10.1 In order to improve plan feasibility, Carol Swank will be paying on account of FNB's Class 2 Allowed Secured Claim the sum of \$2,100.00 monthly until the FNB claim is paid in full. Further, Carol Swank has agreed that her post-confirmation salary will be \$ 0.00. Brian Swank has also agreed to limit his post confirmation salary to improve

plan feasibility. Brian Swank has agreed that his post-confirmation salary for 2017 and 2018 will be \$ 0.00. If all obligations and payments due under the Plan are current and not in default, Brian Swank's salary for 2019 will increase to an amount not exceed \$60,000.00. Thereafter, if all obligations and payments under the Plan are current and not in default and until all obligations and payments under the Plan are fully paid and satisfied, Brian Swank's annual salary may be increased on the 1st day of January for each succeeding year by seven percent (7%).

6.10.2 Of note, the C Swank plan of reorganization currently provides that Carol and Brian Swank will be drawing annual salaries from C Swank for years 2017 and 2018 in the amount of \$90,000 each, until the creditors are paid in full.

6.10.3 Other than those salaries set forth in Section 5.4 of the Plan to which Brian and Carol Swank are entitled, the Debtor will not make any distributions, declare any dividends and/or make loans to its shareholders, members and/or equity Interest holders until all obligations and payments under the Plan have been fully paid and satisfied.

6.10.4 The Debtor, holders of Equity Security interests, Brian Swank, Carol Swank and C Swank, and its member, Carol Swank, stipulate, agree and acknowledge that any Claim and/or cause of action, including but not limited to, any claim for contribution and/or indemnification arising out of or relating to the payment of any obligation, debt or Claim of C Swank by the Debtor or any Claim or cause of action that may be brought under Chapter 5 of the Bankruptcy Code, that the Debtor and/or its bankruptcy estate has against them is reserved and preserved under the Plan and that the C Swank plan of reorganization will not and does not seek a discharge of any such

Claim or cause of action. The Debtor, holders of Equity Security interests, Brian Swank, Carol Swank and C Swank, and its member, Carol Swank, stipulate, agree and acknowledge that until all obligations and payments under the Plan or fully paid and satisfied, they waive any passage of time from the Petition Date and otherwise agree to a tolling of any statute of limitation or statute of repose, or any similar defense, to any and all Claims and causes of action that may be brought against them by the Debtor and/or its bankruptcy estate

ARTICLE 7-ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS OR UNEXPIRED LEASES

7.1 Unless previously rejected prior to Confirmation of the Plan, or subject to a Motion to Reject filed prior to confirmation of the Plan, Confirmation of the Plan shall constitute an assumption of all executory contracts and unexpired leases of the Debtor.

7.2 The Debtor will assume the following leases with C Swank for the rental of the following equipment and/or vehicles:

- a. 2011 Ford F-250; 60 payments (RF-1)
- b. 2011 Ford F250 Pick-Up; 60 payments (RF-2)
- c. Isuzu NPR; 36 payments (RF-5)
- d. 2012 Dodge Ram 4500; 48 payments (RF-8)
- e. 2012 Hino 238; 48 payments (RF-11)
- f. 2013 Dodge Ram 550; 60 payments with \$950.00 monthly (RF-16)
- g. 2013 Peterbilt, (RF 20)
- h. 2012 Dodge Ram 2500; 48 payments RF-21)
- i. 2012 Peterbilt 388; 60 payments with \$3000.00 monthly (RF-23)
- j. 2013 International 5900i; 60 payments with \$3750.00 monthly (RF-24)
- k. 2012 Peterbilt; 60 payments with \$3500.00 monthly (RF-25)
- l. 2013 Dodge Ram (RF 26)
- m. 2012 Peterbilt 388; 60 payments with 26 months remaining (RF- 28)
- n. 2012 Peterbilt 388; 60 payments with \$3500.00 monthly (RF- 29)
- o. 2013 Dodge Ram 5500; 60 payments with \$950.00 monthly (RF-31)
- p. 2012 Peterbilt 388; 60 payments with \$3500.00 monthly (RF-32)
- q. 2013 International 5900i; 60 payments with \$3500.00 monthly (RF-33)

- r. 2013 Peterbilt 388; 60 payments with \$4000.00 monthly (RF- 35)
- s. 2013 Peterbilt 388; 60 payments with \$4000.00 monthly (RF-36)
- t. 2013 Peterbilt 388; 60 payments with \$4250.00 monthly (RF-37)
- u. 2013 Peterbilt 388; 60 payments with \$4250.00 monthly (RF-38)
- v. 2013 Peterbilt 388; 60 payments with \$4250.00 monthly (RF-39)
- w. 2013 Peterbilt 388; 60 payments with \$4250.00 monthly (RF-40)
- x. 2015 Peterbilt 388; 60 payments with \$4000.00 monthly (RF-41)
- y. 2014 Ram 5500; 60 payments with \$1500.00 monthly (RF-43)
- z. 2014 Ram 5500; 60 payments with \$1,500.00 monthly (RF-44)
- aa. 2014 Peterbilt 337; 60 payments with \$3500 monthly (RF-45)
- bb. 2015 Peterbilt 388; 60 payments with \$4250.00 monthly (RF-50)
- cc. 2012 Peterbilt 388; 60 months with \$3500.00 monthly (RF-51)
- dd. 2012 Peterbilt 388; 60 payments with \$ 4250.00 monthly (RF-52)
- ee. 2012 Peterbilt 388; 60 payments with \$4250.00 monthly (RF-53)
- ff. 2013 Peterbilt 388; 60 payments with \$4250.00 monthly (RF-54)
- gg. 2012 Peterbilt 388; 48 payments with \$4250.00 monthly (RF-55)
- hh. 2013 Peterbilt 388; 60 payments with \$4250.00 monthly (RF-56)
- ii. 2013 Peterbilt 388; 60 payments with \$4,250.00 monthly (RF-57)
- jj. 2013 Peterbilt 388; 60 payments with \$4250.00 monthly (RF-61)
- kk. 2013 Peterbilt 388; 60 Payments with \$4250.00 monthly (RF-62)
- ll. 2015 Peterbilt 367; 60 payments with \$4250.00 monthly (RF-64)
- mm. 2014 International 5900i's; 60 payments with \$5000.00 mthly (RF-65)
- nn. 2014 International 5900i's; 60 payments with \$5000.00 mthly (RF- 66)
- oo. 2014 Peterbilt 367; 36 payments with \$5000.00 monthly (RF-69)
- pp. 2013 Peterbilt 367; 48 payments with \$5000.00 monthly (RF-70)
- qq. 2015 International 5900i; 36 payments \$5000.00 monthly (RF-71)
- rr. 2014 Peterbilt 567; 36 payments with \$5000.00 monthly (RF-72)
- ss. 2016 Peterbilt 367; 48 payments with \$5000.00 monthly (RF-73)
- tt. 2016 Peterbilt 367; 48 payments with \$5000.00 monthly (RF-74)
- uu. 2016 Peterbilt 389; 48 payments with \$5000.00 monthly (RF-75)
- vv. 2016 Peterbilt 367; 60 payments with \$5000.00 monthly (RF-76)
- ww. 2016 Peterbilt 367; 60 payments with \$5000.00 monthly (RF-77)
- xx. 2016 Peterbilt 367; 48 payments with \$5000.00 monthly (RF-78)
- yy. 2015 Peterbilt 389; 48 payments with \$5000.00 monthly (RF-80)
- zz. 2016 Peterbilt 389 (RF-81)
- aaa. 2016 Peterbilt 389; 48 payments with \$5000.00 monthly (RF-82)
- bbb. 2016 Peterbilt 367; 36 payments with \$5000.00 monthly (RF-83)
- ccc. 2016 Peterbilt 389S; 36 payments with \$5000.00 monthly (RF-84)
- ddd. 2016 Peterbilt 389S; 36 payments with \$5000.00 monthly (RF-85)
- eee. 2013 Aspen Trail; 12 payments
- fff. 2015 Alpine 5th Wheel; 36 payments with \$1500.00 monthly

7.3 The above leases will be assumed by the Debtor on the Effective Date of the Plan. The terms and conditions of the leases shall be modified by the Plan to provide

that the Debtor shall be obligated to pay to C Swank in consideration of the lease of said equipment and/or vehicles the sum of \$167,758 on the Effective Date and thereafter the monthly rental payment of \$105,610 for 83 consecutive months. When the Allowed Secured Claim of FNB is paid in full, the monthly rental payment owed by the Debtor to C Swank shall be reduced dollar for dollar by the amount of any debt service C Swank was obligated to pay to FNB pursuant to the C Swank plan of reorganization on account of FNB's Allowed Secured until such time as all obligations and payments under the Plan are paid in full and satisfied

7.4 The Debtor will assume the following unexpired leases of non-residential real estate on the Effective Date of the Plan:

a. 10 Industrial Park Drive, Carmichael, PA 15320, Landlord – Bravo Charlie. The Debtor and a related entity, Bravo Charlie, LLC, are parties to a Net Lease dated June 1, 2016, pursuant to which the Debtor is renting space from Bravo-Charlie, LLC. Confirmation of the Plan shall constitute an assumption of this lease, without modification, except that Bravo-Charlie, LLC, shall be deemed to have waived any claims for unpaid rent arising prior to the Effective Date. Bravo-Charlie, LLC, shall retain any claims for unpaid rent arising after the Effective Date. Bravo-Charlie, LLC, has consented to this treatment and has agreed not to assert any Claim or otherwise.

b. 1693 Route 56, Spring Church, PA 15686, Landlord – Kathryn Corcetti. The Debtor will assume this lease and cure the pre-petition arrears of \$22,165.29 on the Effective Date.

c. 61530 Bailey Road, Barnesville, OH 43712, Landlord – Deborah Kaiser. The Debtor will assume this lease and cure the pre-petition arrears of \$12,300.00

on the Effective Date. (\$10,500.00 [POC # 42- pre-petition] and \$1,800.00 post-petition)

d. 955 Canyon Road, Morgantown, WV, Landlord -Twins LLC. The Debtor will assume this lease on the Effective Date of the Plan. There are no pre-petition or post-petition arrears on this lease.

7.5 The Debtor will assume the following executory contract:

a. Comdoc copier lease- Assumed. The Debtor will cure the pre-petition arrears of \$1,115.12 on the Effective Date.

ARTICLE 8 - RETENTION OF JURISDICTION

8.1 The Bankruptcy Court shall, after the confirmation date and until final consummation, be entitled to exercise exclusive jurisdiction over the following matters:

- (a) To consider any modification of this Plan pursuant to Section 1127 of the Code;
- (b) To determine the allowance of all claims against the Debtor, which accrued prior to the confirmation of the Plan, pursuant to Section 502 of the Code; the Court shall not have jurisdiction to determine post-confirmation claims against the Debtor.
- (c) To hear and determine any objections filed within sixty (60) days after confirmation date to the allowance of any claim;
- (d) To hear and determine any adversary proceeding or contested matter, controversy, suit or dispute over which the Bankruptcy Court has jurisdiction under 28 U.S.C. Sections 157 and 1334. The Debtor shall have 60 days after confirmation to file any adversary proceeding, contested matter or suit in Bankruptcy Court or in any Court with appropriate jurisdiction;
- (e) To hear and determine all controversies, suits and disputes that may arise in connection with the interpretation or enforcement of the Plan;
- (f) To issue such orders as may be necessary for the administration and/or consummation of this Plan, including complaints to determine secured claims;
- (g) To set and determine all professional fees and other costs of administration

in this Chapter 11 case prior the confirmation of the Plan of Reorganization;
and

- (h) For such other purposes as may be set forth in the Confirmation Order.

ARTICLE 9 – RELEASES

9.1 INJUNCTION - THE PLAN ALSO CONTEMPLATES AN INJUNCTION UNDER 11 U.S.C. § 105 AGAINST HOLDERS OF CLAIMS IN CLASS 9 FROM PURSUING CERTAIN RIGHTS THEY MAY HAVE UNDER GUARANTIES PROVIDED BY CAROL SWANK, BRIAN SWANK AND/OR C SWANK. THE TERMS OF THE INJUNCTION ARE MORE FULLY DESCRIBED UNDER SECTION I, SUBSECTION 7(I) ABOVE. THIS INJUNCTION REQUEST DOES NOT APPLY TO FNB AND FNB COMMERCIAL LEASING WHICH WILL ENTER INTO FORBEARANCE AGREEMENTS WITH CAROL SWANK, FROM THE ENFORCEMENT OF ANY CLAIMS AGAINST C. SWANK AND CAROL SWANK.

9.2 EXCULPATION - SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, THE DEBTOR'S COUNSEL, THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND/OR OR ITS PROFESSIONALS (THE "EXCULPATED PARTIES") SHALL NOT HAVE OR INCUR ANY LIABILITY TO ANY HOLDER OF A CLAIM OR INTEREST OR ANY OTHER PARTY FOR ANY ACT OR OMISSION IN CONNECTION WITH, RELATED TO, OR ARISING OUT OF, THE DEBTOR'S CHAPTER 11 CASE AND THE PLAN, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE CONSUMMATION OF THE PLAN, OR THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; PROVIDED THAT THE EXCULPATED PARTIES SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES UNDER THE PLAN; PROVIDED FURTHER THAT NOTHING IN THE PLAN SHALL, OR SHALL BE DEEMED TO, RELEASE THE EXCULPATED PARTIES, OR EXCULPATE THE EXCULPATED PARTIES WITH RESPECT TO THEIR RESPECTIVE OBLIGATIONS OR COVENANTS, IF ANY, ARISING PURSUANT TO THE PLAN AND NOTHING IN THE PLAN SHALL BE DEEMED TO RELEASE THE EXCULPATED PARTIES, OR EXCULPATE THE EXCULPATED PARTIES, WITH RESPECT TO WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. NOTHING HEREIN SHALL EXCUSE ANY PROFESSIONAL RETAINED IN THE DEBTORS' CHAPTER 11 CASES FROM SEEKING BANKRUPTCY COURT APPROVAL OF PROFESSIONAL FEES AND/OR ABIDING BY ANY BANKRUPTCY COURT ORDER REGARDING THE PAYMENT OF PROFESSIONAL FEES.

ARTICLE 10 – MISCELLANEOUS PROVISIONS

10.1 Amendments This Plan may be amended by the Proponent of this Plan at

any time prior to the Confirmation Date, and, thereafter, as provided in Section 1127 of the Bankruptcy Code.

10.2 Headings The headings included in this Plan are for the sake of convenience and reference only and shall not constitute part of this Plan for any other purpose.

10.3 Interest Except as specifically set forth in the Plan or in any Final Order of the Court entered during this Chapter 11 case, interest shall be deemed not to have accrued with respect to any Claim since the filing date and no payment of interest will be made pursuant to the Plan.

ARTICLE 11 - AMENDMENT

11.1 The Proponent of the Plan reserves the right to amend this Plan prior to Confirmation. If there is a substantial event that alters the feasibility of this Plan or if the Plan fails to meet the requirements of 11 U.S.C. Section 1122 or if this Plan does not meet the requirements of 11 U.S.C. Section 1129, before or after a ballot of Creditors, the Proponent of the Plan may amend the Plan, as applicable.

Respectfully Submitted,

Dated: November 13, 2017

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