

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

In re:	:	CHAPTER 11
	:	
COOPER-BOOTH WHOLESALE COMPANY, L.P.	:	BANKRUPTCY NO. 13-14519(MDC)
	:	
COOPER-BOOTH TRANSPORTATION COMPANY, L.P.	:	BANKRUPTCY NO. 13-14521(MDC)
	:	
COOPER-BOOTH MANAGEMENT COMPANY, INC.	:	BANKRUPTCY NO. 13-14522(MDC)
	:	
Debtors	:	

**AMENDED JOINT PLAN OF REORGANIZATION
PROPOSED BY DEBTORS-IN-POSSESSION**

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Cooper-Booth Wholesale Company, L.P., Cooper-Booth Transportation Company, L.P. and Cooper-Booth Management Company, Inc., the Debtors and Debtors-in-Possession (as such terms are hereinafter defined), hereby propose this Amended Joint Reorganization Plan (the "Plan") under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §101, et seq. Reference is made to the Disclosure Statement accompanying the Plan for a discussion of the Debtors' history, business, results of operations, historical financial information, properties, projections for future operations and risk factors, a summary and analysis of the Plan, and certain related matters.

ALL CREDITORS OF THE DEBTORS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN SECTION 1127 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3019 AND THE PLAN, THE DEBTORS RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THE PLAN PRIOR TO ITS SUBSTANTIAL CONSUMMATION. THE DEBTORS HAVE OBTAINED BANKRUPTCY COURT AUTHORITY TO HAVE THE CHAPTER 11 CASES JOINTLY ADMINISTERED FOR ADMINISTRATIVE AND PROCEDURAL PURPOSES ONLY.

ARTICLE I

Definitions, Rules of Interpretation, and Computation of Time

A. **Scope of Definitions.**

For the purposes of this Plan, except as expressly provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings ascribed to them in Article I.B of this Plan. Any term used in this Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed in the Bankruptcy Code or the Bankruptcy Rules.

B. **Definitions.**

1.1 "**503(b)(9) Claim**" means a Claim under § 503(b)(9) of the Bankruptcy Code.

1.2 "**503(b)(9) Claimant**" means the holder of a 503(b)(9) Claim.

1.3 "**Accounts Receivable**" means any account as that term is defined in the Pennsylvania Uniform Commercial Code (the "PA U.C.C."), and includes any right of the Debtors to payment for goods sold or leased or for services rendered which is not evidenced by an instrument or chattel paper (as those terms are defined in the PA U.C.C.), whether or not it has been earned by performance.

1.4 "**Accrued**" means an expense incurred but not yet billed for nor paid.

1.5 "**Administrative Claim**" means a Claim incurred by the Debtors or their estates on or after the Petition Date and before the Effective Date for a cost or expense of administration of the

Chapter 11 case allowable under § 503(b) of the Bankruptcy Code and entitled to priority under § 507(a)(2) of the Bankruptcy Code. Notwithstanding the foregoing, the definition of “Administrative Claim” expressly excludes any and all 503(b)(9) Claims asserted in these Chapter 11 Cases.

1.6 **“Administrative Claimant”** means the holder of an Administrative Claim.

1.7 **“Affiliate”** means any “affiliate” as that term is defined in § 101(2) of the Bankruptcy Code.

1.8 **“Allowance Date”** means the date a Claim or Interest becomes an Allowed Claim or Allowed Interest, respectively.

1.9 **“Allowed”** The use of the term “Allowed” with reference to a Claim or Interest (e.g., “Allowed Unsecured Claim”) shall mean one which (a) is listed in the bankruptcy schedules or list of equity security holders (including any amendments thereto) filed in this case as of the Confirmation Date and (i) not listed therein as disputed, contingent or unliquidated or (ii) not objected to by the Debtors or any other party in interest; (b) is set forth in a Proof of Claim or Interest properly filed in this case on or before the date fixed by the Bankruptcy Court (or by applicable rule or statutes as the last day for filing such proof), and as to which no objection is filed; or (c) is determined to be allowed in a Final Order.

1.10 **“Allowed Claim”** means (a) a Claim that has been allowed by a Final Order; (b) a Claim which is specified herein to be an Allowed Claim; or (c) a Claim timely filed with the Office of the Clerk of the Court or scheduled by any of the Debtors in its Schedules (including any amendments thereto) as neither unliquidated, disputed or contingent and as to which Claim (i) no objection with respect to the allowance thereof has been or shall be interposed within the period of time fixed by the Bankruptcy Code, the Bankruptcy Rules or Orders of the Court, or (ii) as to which Claim either an objection to the Claim or an application to amend the Schedules with respect to a Scheduled Claim has been interposed, which objection or application has been resolved by a Final Order to the extent such objection or application is determined in favor of the holder of such Claim. Except for the treatment of Claims classified in Class 1A, Class 1B, Class 1D, and Class 2B herein, “Allowed Claim” shall not include interest on the principal amount of such Claim accruing from or after the Petition Date.

1.11 **“Allowed Interest”** shall mean an Interest (a) in respect to which a proof of interest has been filed with the Court within the applicable period of limitation fixed by Bankruptcy Rule 3003 or (b) scheduled in the list of equity security holders prepared and filed with the Court pursuant to Bankruptcy Rule 1007(b), in either case as to which no objection to the allowance thereof has been interposed within any applicable period of limitation fixed by Bankruptcy Rule 3003 or an Order of the Court, or as to which any such objection has been determined by an order or judgment which is no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari proceeding is pending.

1.12 **“Assets”** means all of the Debtors’ property, real and personal, tangible and intangible, including, without limitation, cash, accounts receivable, goods, equipment, inventory,

chattel paper, documents, instruments, money, fixtures, contract rights, general intangibles, insurance proceeds, tax refunds, Causes of Action, claims and rights of any kind, wherever situated, together with the proceeds thereof.

1.13 **“Avoidance Actions”** means actions of any Debtor against Persons arising under the Bankruptcy Code, including, §§ 544, 545, 547, 548 through 551 and 553 thereof, or under similar or related state or federal statutes and common law, including fraudulent transfer laws, whether or not litigation has been commenced as of the Confirmation Date to prosecute such actions.

1.14 **“Bankruptcy Code”** means Title 11 of the United States Code, as amended from time to time, applicable to this case as of the Petition Date.

1.15 **“Bankruptcy Court” or “Court”** means the United States Bankruptcy Court for the Eastern District of Pennsylvania.

1.16 **“Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended, the Federal Rules of Civil Procedure, as amended, as applicable to these Chapter 11 Cases or proceedings therein, and the Local Rules of the Bankruptcy Court, as applicable to these Chapter 11 Cases or proceedings therein, as the case may be.

1.17 **“Bar Date”** means the deadline set by the Bankruptcy Court for filing proofs of claim including, without limitation, 503(b)(9) Claims or interests in these Chapter 11 Cases. For pre-Petition Claims (other than those of Governmental Units) and Interests, the Bar Date fixed by Order of the Court was August 21, 2013 (the “General Bar Date”). For pre-Petition Claims of Governmental Units, in accordance with § 502(b)(9) of the Bankruptcy Code, the Bar Date is 180 days from the date of the Order for relief (the “Governmental Unit Bar Date”). The Order for relief in this case was May 21, 2013.

1.18 **“Business Day”** means any day other than a Saturday, Sunday, and “legal holidays” (as defined in Bankruptcy Rule 9006(a)), on which commercial banks in Philadelphia, Pennsylvania are required or authorized by law to close.

1.19 **“Case” or “Cases”** means, individually, any of the above captioned cases and, collectively, the above captioned cases pending for the Debtors, presently captioned, In re Cooper-Booth Wholesale Company, L.P., et. al, which are jointly administered under Case No. 13-14519(MDC).

1.20 **“Cash”** means legal tender of the United States of America and equivalents thereof.

1.21 **“Causes of Action”** means any and all actions of any Debtor (excluding Avoidance Actions), proceedings, causes of action, suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment and claims, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise, unless otherwise waived or released by the

Debtors or applicable Debtor.

- 1.22 **“CBM Debtor”** means Cooper-Booth Management Company, Inc.
- 1.23 **“CBW Debtor”** means Cooper-Booth Wholesale Company, L.P.
- 1.24 **“CBT Debtor”** means Cooper-Booth Transportation Company, L.P.
- 1.25 **“Chapter 11 Cases”** means the Debtors’ cases under Chapter 11 of the Bankruptcy Code which were commenced by the filing of voluntary petitions with the Bankruptcy Court on May 21, 2013.
- 1.26 **“Claim”** means a claim, whether or not asserted, against any of the Debtors as defined in §101(5) of the Bankruptcy Code and is intended to include, without limitation, any claim, suit, demand, note, liability, setoff, recoupment or charge, and any claim for reimbursement, contribution, indemnity or exoneration.
- 1.27 **“Claimant”** means a person or entity holding a Claim or Interest (including, his, her or its successors, assigns, heirs, executors, or personal representatives).
- 1.28 **“Class”** means a category of holders of Claims or Interests which are substantially similar to each other, as classified pursuant to this Plan, pursuant to 11 U.S.C. § 1122.
- 1.29 **“Collateral”** means any property or interest in property of the Debtors’ estates which is subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance or otherwise invalid under the Bankruptcy Code or applicable state law.
- 1.30 **“Confirmation Date”** means the date of entry of the Confirmation Order.
- 1.31 **“Confirmation Hearing”** means the hearing at which the Court considers confirmation of this Plan.
- 1.32 **“Confirmation Order”** means the Order of the Court confirming this Plan pursuant to § 1129 of the Bankruptcy Code.
- 1.33 **“Contested Claim”** means any Claim as to which any Debtor or any other party in interest has interposed an objection, in accordance with the Bankruptcy Code and Bankruptcy Rules, which objection has not been determined by a Final Order or a Claim which is scheduled as contingent or disputed.
- 1.34 **“Creditor”** means the holder of a Claim against one or more of the Debtors.
- 1.35 **“Creditors’ Committee”** means the Official Committee of Unsecured Creditors appointed in these Chapter 11 Cases by the Office of the United States Trustee pursuant to § 1102(a)(1) of the Bankruptcy Code.

1.36 **“Debtor”** means individually, Cooper-Booth Wholesale Company, L.P., Cooper-Booth Transportation Company, L.P. or Cooper-Booth Management Company, Inc.

1.37 **“Debtors”** means collectively, Cooper-Booth Wholesale Company, L.P., Cooper-Booth Transportation Company, L.P. and Cooper-Booth Management Company, Inc.

1.38 **“Debtor-in-Possession” or “Debtors-in-Possession”** means individually, a Debtor and collectively, the Debtors, in their capacity as a debtors-in-possession in these Chapter 11 Cases and with the status and rights conferred pursuant to §§1107(a) and 1108 of the Bankruptcy Code.

1.39 **“Deficiency Claim”** means, with reference to a Creditor having an Allowed Secured Claim, that portion of the Creditor's Allowed Claim that is partially secured because (a) the monetary benefit derived from the exercise of any available right of setoff and the application to the Claim of the net proceeds available from disposition of the Collateral securing the Creditor's Allowed Claim is insufficient to permit payment in full of the Allowed Claim, or (b) a Final Order entered in a proceeding to determine the extent of the Secured Claim provides that part of the Creditor's Allowed Claim is not an Allowed Secured Claim based on a valuation of the Creditor's interest in the Debtors' estates' interest in the Collateral securing the Claim.

1.40 **“Disallowed Claim” or “Disallowed Interest”** means a Claim or any portion thereof, or an Interest or any portion thereof, that (a) has been disallowed by a Final Order, (b) is Scheduled at zero or as contingent, disputed or unliquidated and as to which a proof of claim or interest bar date has been established but no proof of claim or interest has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law, or (c) is not Scheduled and as to which a proof of claim or interest bar date has been established but no proof of claim or interest has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

1.41 **“Disbursing Agent”** means the CBW Debtor.

1.42 **“Disclosure Statement”** means the disclosure statement relating to the Plan, including, without limitation, all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to § 1125 of the Bankruptcy Code.

1.43 **“Disputed Claim” or “Disputed Interest”** means a Claim or any portion thereof, or an Interest or any portion thereof, that is neither an Allowed Claim nor a Disallowed Claim, or an Allowed Interest or Disallowed Interest, as the case may be, and includes, without limitation, Claims or Interests that (a) have not been Scheduled by the Debtors or have been Scheduled at zero, or have been Scheduled as unknown, contingent, unliquidated or disputed, whether or not such Claims or Interests are the subject of a proof of claim or proof of interest in the Bankruptcy Court, (b) are the subject of a proof of claim or interest that differs in nature, amount or priority from the Schedules, or (c) are the subject of an objection filed with the Bankruptcy Court, which has not been withdrawn or

overruled by a Final Order of the Bankruptcy Court.

1.44 **"Disputed Unsecured Claim Reserve"** means, in the event there exists any disputed unsecured claim on or after the Effective Date, Cash to be set aside by the Debtors pursuant to Section 9.4 of the Plan, in an amount sufficient to pay the distributions to all disputed unsecured claims at the time such Distributions are made in accordance with the provisions of the Plan, if such disputed unsecured claims become Allowed Claims.

1.45 **"Distribution"** means any payment by the Debtors or the Disbursing Agent to a Creditor on account of a Claim.

1.46 **"Distribution Date"** means the date, selected by the Disbursing Agent occurring as soon as practicable after the Effective Date, upon which Distributions to holders of Allowed Claims entitled to receive Distributions under the Plan shall commence.

1.47 **"Effective Date"** means the first Business Day after the later date of (i) the date the Confirmation Order becomes a Final Order and (ii) the date when all the conditions precedent to the occurrence of the Effective Date set forth in Section 6.7 hereof have been satisfied or waived as provided by Section 6.8 hereof. However, at the option of the Debtors, a Confirmation Order subject to a pending appeal or certiorari proceeding may be considered a Final Order provided no order has been entered by any court of competent jurisdiction staying the effect of the Confirmation Order.

1.48 **"Entity"** shall have the meaning set forth in §101(15) of the Bankruptcy Code.

1.49 **"Estates"** means collectively the bankruptcy estates of the Debtors created pursuant to § 541 of the Bankruptcy Code and individually, the bankruptcy estate of a Debtor.

1.50 **"Exhibit"** means an exhibit attached to this Plan.

1.51 **"Exhibit Filing Date"** means the date on which Exhibits to the Plan shall be filed with the Bankruptcy Court, which date shall be at least five days prior to the voting deadline for this Plan or such later date as may be approved by the Bankruptcy Court.

1.52 **"Existing Equity Securities"** means all equity interests in the Debtors or Claims thereto existing prior to the Effective Date, all options, warrants and rights (whether fixed or contingent, matured or unmatured, disputed or undisputed), contractual, legal, equitable or otherwise, to acquire any of the foregoing.

1.53 **"Exit Financing Facility"** means the secured financing to be provided by the Exit Financing Lender on the Effective Date of the Plan pursuant to provisions of the Financing Commitment sufficient to fund the implementation of this Plan.

1.54 **"Exit Financing Lender"** means AloStar Business Credit, together with Susquehanna Bank or any other replacement lenders as may be designated by the Debtors.

1.55 **“Federal Rate”** means the rate of .0012 per annum which is the federal judgment rate per 28 U.S.C. § 1961 as of the Petition Date. The Federal Rate is equal to the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, as of the Petition Date.

1.56 **“Fee Claim”** means a claim under §§ 328, 330(a) or 503 of the Bankruptcy Code for allowance of compensation and reimbursement of expenses in these Chapter 11 Cases.

1.57 **“Final Cash Collateral Order”** means the Final Stipulation and Order authorizing Debtors to Use Cash Collateral pursuant to 11 U.S.C. § 363(c)(2)(B) and Provide Adequate Protection, as amended, among the Debtors, PNC, Zurich and the Official Committee of Unsecured Creditors and approved by the Bankruptcy Court.

1.58 **“Final Order”** means an order entered by the Bankruptcy Court or any other court exercising jurisdiction over the subject matter and the parties, as to which (i) no appeal, certiorari proceeding or other review reconsideration or rehearing has been requested or is still pending, and (ii) the time for filing a notice of appeal or petition for certiorari or further review reconsideration or rehearing has expired.

1.59 **“Financing Commitment”** means the Financing Commitment dated February 28, 2014 between the Debtors and the Exit Financing Lender, providing the Exit Facility.

1.60 **“General Unsecured Claim”** means a Claim that does not fall within another Class of Claims.

1.61 **“Governmental Unit”** means a “governmental unit” as that term is defined in § 101(26) of the Bankruptcy Code.

1.62 **“Governmental Unit Bar Date”** means November 17, 2013.

1.63 **“Holder”** or **“Holders”** shall mean a Person holding a Claim.

1.64 **“Impaired Class”** means any Class of Claims which is impaired within the meaning of § 1124 of the Bankruptcy Code.

1.65 **“Insider”** means any “insider” as that term is defined in paragraphs (B), (C), (E) or (F) of § 101(31) of the Bankruptcy Code.

1.66 **“Interest”** means (a) the legal, equitable, contractual and other rights (whether fixed or contingent, matured or unmatured, disputed or undisputed) of any Person with respect to Existing Equity Securities or any other equity securities of the Debtors as defined in §101(16) of the Bankruptcy Code and (b) the legal, equitable, contractual and other rights, (whether fixed or contingent, matured or unmatured, disputed or undisputed), of any Person to purchase, sell, subscribe to, or otherwise acquire or receive (directly or indirectly) any of the foregoing.

1.67 **“Intercompany Claims”** means any Claim held by one Debtor against any other Debtor.

1.68 **“Lien”** has the meaning set forth in § 101 (37) of the Bankruptcy Code, and shall include any replacement and super priority liens granted by the Bankruptcy Court.

1.69 **“Margolis”** means Barry Margolis.

1.70 **“Person”** means a person within the meaning of § 101(41) of the Bankruptcy Code.

1.71 **“Petition”** means the Petition for Relief filed by each Debtor with the Court pursuant to Chapter 11 of the Bankruptcy Code commencing each chapter 11 case.

1.72 **“Petition Date”** means May 21, 2013, the date upon which the Debtors filed their Petitions.

1.73 **“Plan”** means this Plan of Reorganization, as it may be further amended, modified or supplemented from time to time, and any Exhibits thereto. References to Exhibits hereto shall include such Exhibits as they may be amended from time to time in accordance with their terms.

1.74 **“Plan Proponent” or “Plan Proponents”** means individually, each Debtor and collectively, the Debtors.

1.75 **“PNC”** means collectively, PNC Bank and PNC Equipment Finance.

1.76 **“PNC Bank”** means PNC Bank, N.A.

1.77 **“PNC Equipment Finance”** means PNC Equipment Finance, LLC.

1.78 **“Priority Non-Tax Claim”** means any Claim or a portion of a Claim for which priority is asserted under § 507(a)(3), (4), (5), (6) or (7) of the Bankruptcy Code.

1.79 **“Priority Tax Claim”** means any Claim of a Governmental Unit of the kind specified in §§ 502(i) and 507(a)(8) of the Bankruptcy Code; provided, however, any Priority Tax Claim held by Zurich as of the Effective Date shall be (i) treated as a Zurich Secured Claim under Class 1B, (ii) shall receive no Distribution as a Priority Tax Claim, and (iii) shall be paid as a Class 1B Claim.

1.80 **“Pro Rata”** means a proportionate share, so that the ratio of the consideration distributed on account of an Allowed Claim in a Class to the amount of such Allowed Claim is the same as the ratio of the amount of the consideration distributed on account of all Allowed Claims in such Class to the amount of all Allowed Claims in such Class (including Disputed Claims, but excluding Disallowed Claims).

1.81 **“Professional Persons”** means those Persons (i) employed pursuant to an order of the

Bankruptcy Court in accordance with §327 of the Bankruptcy Code and to be compensated for services rendered to the Debtors prior to the Effective Date, pursuant to §§327, 328, 329, 330 and 331 of the Bankruptcy Code, or (ii) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to §503(b)(4) of the Bankruptcy Code.

1.82 **“Rejection Claim”** means any claim that results from the rejection of any executory contract or unexpired lease which is rejected by the Debtors by a Final Order.

1.83 **“Retained Actions”** means all Causes of Action which the Debtors may hold against any Person, including, without limitation, (a) any Causes of Action brought prior to the Confirmation Date, (b) any Causes of Action against any Persons for failure to pay for products or services provided or rendered by the Debtors, and (c) any Causes of Action seeking the recovery of the Debtors’ accounts receivable or other receivables or rights to payment created or arising in the ordinary course of the Debtors’ businesses.

1.84 **“Reorganized Debtors”** means collectively, Cooper-Booth Wholesale Company, L.P., Cooper-Booth Transportation Company, L.P. and Cooper-Booth Management Company, Inc., as reorganized and existing on the Effective Date and individually, a Debtor, as reorganized and existing on the Effective Date.

1.85 **“Scheduled”** means, with respect to any Claim or Interest, the status, priority, and amount, if any, of such Claim or Interest as set forth in the Schedules.

1.86 **“Schedules”** means the schedules of assets and liabilities and the statement of financial affairs filed in the Chapter 11 Cases by each Debtor pursuant to Bankruptcy Rule 1007, as such schedules or statements have been or may be further modified, amended or supplemented from time to time in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court.

1.87 **“Secured Claim”** means any Claim, to the extent reflected in the Schedules or a proof of claim as a Secured Claim, which is secured by a Lien on Collateral, to the extent of the value of such Lien after giving effect to all Liens senior in priority, as determined in accordance with § 506(a) of the Bankruptcy Code, or, in the event such Claim is subject to permissible setoff under § 553 of the Bankruptcy Code, to the extent of such permissible setoff.

1.88 **“Unimpaired”** means, with respect to a Class of Claim, that such Class is not Impaired.

1.89 **“Unimpaired Class”** means any Class of Claim which is not impaired within the meaning of § 1124 of the Bankruptcy Code.

1.90 **“Unsecured Claim”** means any Claim, including a Rejection Claim or a Deficiency Claim, arising out of any default of any of the Debtors under a contract entered into by any of the Debtors prior to the Petition Date, other than an Administrative Claim, 503(b)(9) Claim, Priority Non-Tax Claim, Priority Tax Claim or Secured Claim.

1.91 **“United States”** means the United States of America, including, without limitation, its agency, the U.S. Department of Homeland Security.

1.92 **“United States Settlement Agreement”** means that certain Stipulation and Release Resolving Complaint for Declaratory Judgment and Dismissal with Prejudice among the Debtors, PNC, Zurich, and the United States resolving *inter alia* the seizure warrant issued on May 14, 2013, by the Honorable Marilyn D. Go, United States Magistrate Judge in and for the Eastern District of New York, which authorized the seizure of all funds on deposit in Account No. 5005101217 held in the name and/or for the benefit of Cooper-Booth Wholesale Co. Concentration and/or Cooper-Booth Wholesale Co. at PNC Bank. The United States Settlement Agreement was approved by an Order of the Bankruptcy Court dated November 21, 2013.

1.93 **“Zurich”** means Zurich American Insurance Company, American Guarantee and Liability Insurance Company, and Fidelity and Deposit Company of Maryland.

C. **Rules of Interpretation.** For purposes of this Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) each pronoun stated in the masculine, feminine or neuter includes the masculine, feminine and neuter; (c) unless otherwise provided in this Plan, any reference in this Plan to a contract, instrument, release or other agreement or document being in particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; (d) any reference in this Plan to an existing document or schedule filed or to be filed means such document or schedule, as it may have been or may be amended, modified or supplemented pursuant to this Plan; (e) any reference to an entity as a holder of a Claim or Interest includes that entity's successors and assigns; (f) all references in this Plan to Sections, Articles and Exhibits are references to Sections, Articles and Exhibits of or to this Plan; (g) the words “herein,” “hereunder” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (h) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (i) subject to the provisions of any contract, Articles of Incorporation, Bylaws, instrument, release or other agreement or document entered into in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with federal law, including the Bankruptcy Code and Bankruptcy Rules; and (j) the rules of construction set forth in §102 of the Bankruptcy Code will apply.

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

E. **References to Monetary Figures.** All references in the Plan to monetary figures shall refer to United States of America currency, unless otherwise expressly provided.

F. **Exhibits.** All Exhibits are incorporated into and are a part of the Plan as if set forth in full herein and, to the extent not annexed hereto, such Exhibits shall be filed with the Bankruptcy Court on or before the Exhibit Filing Date. After the Exhibit Filing Date, copies of Exhibits can be

obtained upon written request to Maschmeyer Karalis P.C., 1900 Spruce Street, Philadelphia, PA 19103 (Attention: Aris J. Karalis, Esquire), counsel to the Debtors, or by downloading such Exhibits from the Court's website at <http://ecf.paeb.uscourts.gov>. To the extent any Exhibit is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-Exhibit portion of the Plan shall control.

ARTICLE II
Classification of Claims and Interests

2.1 **Summary of Claims.** The categories of Claims and Interests listed below classify Claims (except for Administrative Claims, 503(b)(9) Claims and Priority Tax Claims, which shall be treated in accordance with Article 4 of this Plan) and Interests for all purposes, including voting, confirmation and distribution, pursuant to this Plan.

<u>Class</u>	<u>Description</u>	<u>Status</u>
Claims Against Cooper-Booth Wholesale Company, L.P.		
Class 1A	Class 1A consists of the Secured Claim of PNC Bank against the CBW Debtor.	Impaired; entitled to vote
Class 1B	Class 1B consists of the Secured Claim of Zurich against the CBW Debtor.	Impaired; entitled to vote
Class 1C	Class 1C consists of Priority Non-Tax Claims against the CBW Debtor.	Unimpaired; not entitled to vote.
Class 1D	Class 1D consists of General Unsecured Claims against the CBW Debtor.	Unimpaired; not entitled to vote
Class 1E	Class 1E consists of Limited Partner Interests in the CBW Debtor.	Unimpaired; not entitled to vote.
Class 1F	Class 1F consists of the General Partner Interests in the CBW Debtor.	Unimpaired; not entitled to vote.
Class 1G	Class 1G consists of all Intercompany Claims	Impaired; not entitled to vote.

Claims Against Cooper-Booth Transportation Company, L.P.		
Class 2A	Class 2A consists of Priority Non-Tax Claims against the CBT Debtor.	Unimpaired; not entitled to vote.
Class 2B	Class 2B consists of General Unsecured Claims against the CBT Debtor.	Unimpaired; not entitled to vote.
Class 2C	Class 2C consists of Limited Partner Interests in the CBT Debtor.	Unimpaired; not entitled to vote.
Class 2D	Class 2D consists of General Partner Interests in the CBT Debtor.	Unimpaired; not entitled to vote.
Class 2E	Class 2E consists of all Intercompany Claims	Impaired; not entitled to vote.
Claims Against Cooper-Booth Management Company, Inc.		
Class 3A	Class 3A consists of the Secured Claim of Zurich against the CBM Debtor.	Impaired; entitled to vote.
Class 3B	Class 3B consists of Priority Non-Tax Claims against the CBM Debtor.	Unimpaired; not entitled to vote.
Class 3C	Class 3C consists of General Unsecured Claims against the CBM Debtor.	Unimpaired; not entitled to vote.
Class 3D	Class 3D consists of Interests in the CBM Debtor.	Unimpaired; not entitled to vote.
Class 3E	Class 3E consists of all Intercompany Claims	Impaired; not entitled to vote.

2.2 **Classification of Claims.** The Claims and Interests against the Debtors shall be classified as specified above (except for Administrative Claims, 503(b)(9) Claims and Priority Tax Claims, which shall be treated in accordance with Article IV of this Plan). Consistent with § 1122 of the Bankruptcy Code, a Claim or Interest is classified by the Plan in a particular Class only to the extent the Claim or Interest is within the description of the Class, and a Claim or Interest is classified in a different Class to the extent it is within the description of that different Class. This Plan does not effect a substantive consolidation of the Debtors.

2.2.1 Unimpaired Classes. The Plan classifies the following Unimpaired Claims and Unimpaired Interests that are not entitled to vote on the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, each Holder of a Claim or Interest in the following Classes is conclusively presumed to have accepted the Plan in respect of such Claims or Interests and is not entitled to vote to accept or reject the Plan:

Class 1C (Priority Non-Tax Claims against the CBW Debtor)

Class 1D (Unsecured Claims against the CBW Debtor)

Class 1E (Limited Partner Interests in the CBW Debtor)

Class 1F (General Partner Interests in the CBW Debtor)

Class 2A (Priority Non-Tax Claims against the CBT Debtor)

Class 2B (Unsecured Claims against the CBT Debtor)

Class 2C (Limited Partner Interests in the CBT Debtor)

Class 2D (General Partner Interests in the CBT Debtor)

Class 3B (Priority Non-Tax Claims against the CBM Debtor)

Class 3C (Unsecured Claims against the CBM Debtor)

Class 3D (Interests in the CBM Debtor)

2.2.2. Impaired Classes Entitled to Vote. The Plan classifies the following Classes as the only Impaired Classes that are entitled to vote to accept or reject the Plan:

Class 1A (Secured Claims of PNC against the CBW Debtor)

Class 1B (Secured Claim of Zurich against the CBW Debtor)

Class 3A (Secured Claim of Zurich against the CBM Debtor)

2.2.3. Impaired Classes Deemed to Reject. The Plan classifies the following Class of Claims as an Impaired Class that is not entitled to vote to accept or reject the Plan. Pursuant to section 1126(g) of the Bankruptcy Code, each holder of a Claim in this Class is conclusively presumed to have rejected the Plan in respect of such Claim because the Plan does not entitle the holders of such Claim to receive or retain any property under the Plan on account of such Claim. Accordingly, holders of such Claims are not entitled to vote to accept or reject the Plan:

Class 1G (Intercompany Claims against the CBW Debtor)

Class 2E (Intercompany Claims against the CBT Debtor)

Class 3E (Intercompany Claims against the CBM Debtor)

2.2.4 The treatment in this Plan is in full and complete satisfaction of the legal, contractual, and equitable rights that each Entity holding an Allowed Claim or an Allowed Interest may have in or against each of the applicable Debtors or their property. All Distributions under the Plan will be tendered to the Person holding the Allowed Claim or Allowed Interest in accordance with the terms of this Plan. Except as specifically set forth in this Plan, no Distributions will be

made and no rights will be retained on account of any Claim or Interest that is not an Allowed Claim or Allowed Interest.

2.2.5 Allowed Claims against each Debtor will be satisfied solely from the Assets of such Debtor and its Estate; provided, however, the Debtors may utilize the proceeds from the Exit Financing Facility as they elect to make the Distributions required under the Plan. Nothing in the Plan or the Disclosure Statement shall constitute or be deemed to constitute an admission that any one of the Debtors is subject to or liable for any claim against any other Debtor. A Claim against multiple Debtors, to the extent allowed in each Debtor's case, will be treated as a separate claim against each Debtor's Estate for all purposes (including, but not limited to, voting and Distribution, provided, however, that there shall be only a single recovery on account of such Claims and any Distribution from a Debtor on account of such Claims shall take into account the Distributions to be made by other Debtors on account of such Claims pursuant to the Plan), and such Claim will be administered and treated in the manner provided in the Plan. No holder of a Claim against multiple Debtors shall receive more than 100% on account of such Claim.

2.3 **Administrative Claims, 503(b)(9) Claims and Priority Tax Claims.** As provided in § 1123(a)(1) of the Bankruptcy Code, Administrative Claims, 503(b)(9) Claims and Priority Tax Claims shall not be classified for purposes of voting or receiving distributions under the Plan. Rather, all such Claims shall be treated separately as unclassified Claims pursuant to the terms set forth in Article IV of this Plan.

ARTICLE III **Treatment of Classes of Claims**

Cooper-Booth Wholesale Company, L.P.

3.1 **Class 1A. Secured Claim of PNC.** Class 1A is impaired. The treatment and consideration to be received by PNC on account of its Allowed Secured Claim shall be in full settlement, satisfaction, release and discharge of all of its respective claims and liens.

3.1.1 **Amount of Allowed Secured Claim of PNC.** As of the Petition Date, the unpaid aggregate liabilities due to PNC were as follows (a) with respect to the pre-petition line of credit loans, principal in the amount of \$7,721,731.48 and interest in the amount of \$4,756.96 at the contract rate; (b) with respect to the pre-petition ActivePay® loans, principal in the amount of \$166,173.90, plus accrued and unpaid interest; (c) with respect to the pre-petition treasury documents, accrued and unpaid fees in the amount of \$3,770.61; (d) with respect to the pre-petition equipment loans under pre-petition equipment advance #1, principal in the amount of \$1,006,547.72 and interest in the amount of \$1,634.13; (e) with respect to the pre-petition equipment loans under pre-petition equipment advance #2 and pre-petition equipment advance #3, principal in the amount of \$1,822,170.00 and interest in the amount of \$2,818.46; and (f) costs and reasonable legal expenses to the extent allowed under 11 U.S.C. § 506(b).

3.1.2 **Claims filed by PNC.** PNC Bank filed an identical secured proof of claim in the amount of \$7,896,432.95 against each Debtor in these Chapter 11 Cases (docketed as claim no. 120 in the CBW Debtor case, claim no. 7 in the CBT Debtor case, and claim no. 11 in the CBM

Debtor case) and the PNC Bank secured claim has been reduced by the payments detailed in Section 3.1.3 of the Plan. PNC Equipment Finance filed an identical secured claim in the amount of \$2,833,170.31 against each Debtor in these Chapter 11 Cases (docketed as claim no. 119 in the CBW Debtor case, claim no. 6 in the CBT Debtor case, and claim no. 10 in the CBM Debtor case) and the PNC Equipment Finance secured claim has been paid in full as detailed in Section 3.1.3 of the Plan. PNC Bank and PNC Equipment Finance shall only be entitled to a single recovery on account of all of these secured claims subject to the rights of the Creditors' Committee and the Banks under the Final Cash Collateral Order (as supplemented through the Order entered at docket no. 588).

3.1.3. Post-Petition Payments to PNC. A portion of the Allowed Secured Claim of PNC was paid per the Final Cash Collateral Order as follows: (a) with respect to the pre-petition line of credit loans principal in the amount of \$2,257,506.69; (b) with respect to the pre-petition ActivePay® loans, principal in the amount of \$166,173.90, plus accrued and unpaid interest; (c) with respect to the Pre-Petition Equipment Loans under Pre-Petition Equipment Advance #1, principal in the amount of \$1,006,547.72 and interest in the amount of \$1,634.13; (d) with respect to the Pre-Petition Equipment Loans under Pre-Petition Equipment Advance #2 and Pre-Petition Equipment Advance #3, principal in the amount of \$1,822,170.00 and interest in the amount of \$2,818.46; (e) monthly adequate protection payments on account of the PNC Allowed Secured Claim, and (f) monthly payment of the legal fees and costs incurred by PNC.

3.1.4. Payment of Allowed Secured Claim. The balance of the Allowed Class 1A Secured Claim of PNC plus accrued interest (at the contract rate) less the payments paid to PNC after the Petition Date shall be paid to PNC on the Effective Date.

3.1.5 Retention of Liens. PNC shall retain its liens in the same priority, extent and validity as existed on the Petition Date in the Assets of the Debtors until the PNC Allowed Secured Claim is paid.

3.1.6 Deficiency Claim. The PNC Allowed Secured Claim is treated as a fully secured claim and therefore there is no Deficiency Claim.

3.1.7 Extinguishment of Lien. Upon payment of the PNC Allowed Secured Claim as provided herein, the Lien of PNC shall be extinguished and shall effect a full and final satisfaction of such claim such that neither the Debtors, nor the Reorganized Debtors, nor the general partners, nor other person shall have any liability on account of such Class 1A Claim.

3.1.8 Release of PNC. Subject to PNC (i) voting to accept the Plan on or before the deadline established by the Bankruptcy Court and (ii) not prosecuting any objection to confirmation of the Plan, each Debtor, on behalf of itself and, to the greatest extent permitted by law, its bankruptcy estate and all entities or persons claiming by, through, or under such Debtor, including, without limitation, its officers, directors and the Creditors' Committee and their successors and assigns (collectively referred to as the "Releasers"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and having full authority to take this action on behalf of, and to bind, each and every one of the Releasers, and intending to be legally bound hereby, does hereby unconditionally remise, release, and forever discharge PNC, their respective past and

present officers, directors, employees, agents, attorneys, parent, affiliates, trustees, administrators, loan servicers, asset managers, predecessors, successors and assigns, and the heirs, executors, trustees, administrators, successors and assigns of any such persons and entities (collectively referred to as the "Releasees") of and from any and all actions, causes of action, suits, debts, demands, proceedings, agreements, contracts, promises, warranties, guaranties, representations, judgments, damages, accounts, reckonings, executions, claims, including claims for contribution and/or indemnity, and liabilities whatsoever of every name and nature, whether known or unknown, past or present, asserted or unasserted, contingent or unliquidated, at law or at equity, if any, or resulting from any assignment, which any of the Releasors ever had, now have, claim to have had, now claim to have or hereinafter can, shall, or may claim to have against any of the Releasees, for or by reason of any cause, matter or thing whatsoever, arising from the beginning of time to the Effective Date, including, without limitation, any and all claims or causes of action that Releasors, or any of them, have had, have, or may have relating to, resulting from, arising from, or incidental to, the lending relationship between Releasors, or any of them, and Releasees, or any of them.

3.2 **Class 1B. Secured Claim of Zurich.** Class 1B is impaired. The treatment and consideration to be received by Zurich on account of its Allowed Class 1B Secured Claim shall be in full settlement, satisfaction, release and discharge of its respective secured claims and liens.

3.2.1 Amount of Allowed Claim. The unpaid aggregate liability of the CBW Debtor to Zurich shall equal (a) the amount paid by Zurich on or before the Effective Date, as to which the CBW Debtor in fact consented, to each Governmental Unit to satisfy claims for unpaid tax stamps that were covered by a surety bond issued by Zurich for the benefit of the CBW Debtor, (b) a reserve of cash equal to the unpaid Governmental Unit Claims as of the Effective Date covered by a surety bond issued by Zurich for the benefit of the CBW Debtor and not paid by the CBW Debtor, and (c) costs and reasonable legal and accounting expenses to the extent allowed under 11 U.S.C. § 506(b) or incurred in connection with the CBW Debtor's reentry into a Zurich bonding program. If a reserve is created it shall be reserved for payments to Governmental Units that hold an unpaid Allowed Governmental Unit Claim against the CBW Debtor covered by a surety bond issued by Zurich and any excess Cash after these Claims are satisfied shall be paid to the CBW Debtor. The amount of the Zurich Class 1B Claim against the CBW Debtor shall equal the amount of the Allowed Zurich Class 3A Claim against the CBM Debtor; provided, however Zurich shall only be entitled to a single recovery on account of these two Claims. Therefore, upon payment of the Zurich Class 1B Claim by CBW, the Zurich Class 3A Claim against CBM shall be deemed paid in full and vice versa, if the Zurich Class 3A Claim should be paid by CBM first.

3.2.2 Payment of Allowed Secured Claim. The Allowed Class 1B Secured Claim of Zurich plus accrued interest at 2.065% per annum less the post-petition amount of \$950,000 paid to Zurich on account of its Class 1B Claim shall be paid on the Effective Date.

3.2.3 Retention of Liens. Zurich shall retain its liens in the same priority, extent and validity as existed on the Petition Date in the Assets of the Debtors.

3.2.4 Deficiency Claim. The Zurich Claim is treated as a fully secured claim and therefore there is no Deficiency Claim.

3.2.5 **Extinguishment of Lien.** Upon payment of the Zurich Allowed Secured Claim as provided herein, the Lien of Zurich shall be extinguished and shall effect a full and final satisfaction of such claim such that neither the Debtors, nor the Reorganized Debtors, nor the general partner, nor the guarantors, nor other person shall have any liability on account of such Claim. Nothing in this Plan shall discharge the liability of any non-debtor Person to Zurich in connection with the Zurich Allowed Secured Claim until said Claim is paid in full.

3.3 **Class 1C. Priority Non-Tax Claims.** Class 1C is not impaired. Each holder of a Priority Non-Tax Claim, except as otherwise agreed by the holder of such claim, shall be paid in accordance with the priorities set forth in the Bankruptcy Code on the Effective Date.

3.4 **Class 1D. General Unsecured Claims.** Class 1D is not impaired. The treatment and consideration to be received by the holders of Allowed Unsecured Claims shall be in full settlement, satisfaction, release and discharge of all their respective claims and liens. Class 1D consists of all Allowed Claims not otherwise classified herein.

3.4.1 **Treatment of Allowed Unsecured Claims.** Holders of Allowed Class 1D Claims shall be paid one hundred (100%) percent of their Allowed Claims plus post-petition interest from and including the Petition Date to the Effective Date at the Federal Rate on the later date of the (i) Effective Date or (ii) the date on which the Claim becomes an Allowed Claim.

3.4.2 **General Provisions.** Except as set forth in Section 3.4.1 of the Plan, no interest or other similar post-petition charges will be paid on account of Class 1D Claims. Notwithstanding the foregoing, any Unsecured Claim as to which insurance coverage exists and is paid shall not receive a distribution hereunder but, rather, shall be paid exclusively as provided under the applicable policy or policies of insurance; provided, however, that to the extent any such insurance coverage is not sufficient to satisfy any such Claim in full, such claims shall be deemed Allowed for any amount not paid by insurance.

3.5 **Class 1E. Limited Partner Interests.** The interests of each limited partner in the CBW Debtor shall remain equal to the interest of the respective limited partner as of the Petition Date.

3.6 **Class 1F. General Partner Interests.** The interests of the general partner in the CBW Debtor shall remain equal to the Interests of the general partner as of the Petition Date.

3.7 **Class 1G. Intercompany Claims.** Class 1G Intercompany Claims are Impaired. Holders of Class 1G Intercompany Claims shall not receive or retain any property under the Plan on account of such Intercompany Claims. On the Effective Date, all Intercompany claims shall be extinguished.

Cooper-Booth Transportation Company, L.P.

3.8 **Class 2A. Priority Non-Tax Claims.** Class 2A is not impaired. Each holder of a

Priority Non-Tax Claim, except as otherwise agreed by the holder of such claim, shall be paid in accordance with the priorities set forth in the Bankruptcy Code on the Effective Date.

3.9 **Class 2B. General Unsecured Claims.** Class 2B is not impaired. The treatment and consideration to be received by the holders of Allowed Unsecured Secured Claims shall be in full settlement, satisfaction, release and discharge of all their respective claims and liens. Class 2B consists of all Allowed Claims not otherwise classified herein.

3.9.1 **Treatment of Allowed Unsecured Claims.** Holders of Allowed Class 2B Claims shall be paid one hundred (100%) percent of their Allowed Claims plus post-petition interest from and including the Petition Date to the Effective Date at the Federal Rate on the later date of the (i) Effective Date or (ii) the date on which the Claim becomes an Allowed Claim.

3.9.2 **General Provisions.** Except as set forth in Section 3.9.1 of the Plan, no interest or other similar post-petition charges will be paid on account of Class 2B Claims. Notwithstanding the foregoing, any Unsecured Claim as to which insurance coverage exists and is paid shall not receive a distribution hereunder but, rather, shall be paid exclusively as provided under the applicable policy or policies of insurance; provided, however, that to the extent any such insurance coverage is not sufficient to satisfy any such Claim in full, such claims shall be deemed Allowed for any amount not paid by insurance.

3.10 **Class 2C. Limited Partner Interests.** The interests of each limited partner in the CBT Debtor shall remain equal to the interest of the respective limited partner as of the Petition Date.

3.11 **Class 2D. General Partner Interests.** The interests of the general partner in the CBT Debtor shall remain equal to the Interests of the general partner as of the Petition Date.

3.12 **Class 2E. Intercompany Claims.** Class 2E Intercompany Claims are Impaired. Holders of Class 2E Intercompany Claims shall not receive or retain any property under the Plan on account of such Intercompany Claims. On the Effective Date, all Intercompany claims shall be extinguished.

Cooper-Booth Management Company, Inc.

3.13 **Class 3A. Secured Claim of Zurich.** Class 3A is impaired. The treatment and consideration to be received by Zurich on account of its Allowed Class 3A Secured Claim shall be in full settlement, satisfaction, release and discharge of its respective secured claims and liens.

3.13.1 **Amount of Zurich Allowed Claim and Payment.** The amount of the Zurich Class 3A Claim against the CBM Debtor shall equal the amount of the Allowed Zurich Class 1B Claim against the CBW Debtor; provided, however Zurich shall only be entitled to a single recovery on account of these two Claims. Therefore, upon payment of the Zurich Class 1B Claim by the CBW Debtor, the Zurich Class 3A Claim against the CBM Debtor shall be deemed paid in full and vice versa, if the Zurich Class 3A Claim should be paid by the CBM Debtor first.

3.13.2 Retention of Liens. Zurich shall retain its liens in the same priority, extent and validity as existed on the Petition Date in the Assets of the Debtors.

3.13.3 Deficiency Claim. The Zurich Claim is treated as a fully secured claim and therefore there is no Deficiency Claim.

3.13.4 Extinguishment of Lien. Upon payment of the Zurich Allowed Secured Claim as provided herein, the Lien of Zurich shall be extinguished and shall effect a full and final satisfaction of such claim such that neither the Debtors, nor the Reorganized Debtors, nor the general partner, nor the guarantors, nor other person shall have any liability on account of such Claim. Nothing in this Plan shall discharge the liability of any non-Debtor Person to Zurich until the Zurich Allowed Secured Claim is paid.

3.14 **Class 3B. Priority Non-Tax Claims**. Class 3B is not impaired. Each holder of a Priority Non-Tax Claim, except as otherwise agreed by the holder of such claim, shall be paid in accordance with the priorities set forth in the Bankruptcy Code on the Effective Date. The CBM Debtor is not aware of any Allowed Class 3B Claims.

3.15 **Class 3C. General Unsecured Claims**. Class 3C is not impaired. The treatment and consideration to be received by the holders of Allowed Unsecured Claims shall be in full settlement, satisfaction, release and discharge of all their respective claims and liens. Class 3C consists of all Allowed Claims not otherwise classified herein.

3.15.1. **Amount of Allowed Unsecured Claims**. As of the Petition Date, there were no Allowed Class 3C Unsecured Claims. However, the CBM Debtor is the general partner of both the CBW Debtor and the CBT Debtor and therefore, has a contingent liability in connection with (a) the CBW Debtor's obligation to make the distributions required under Classes 1A, 1B, 1C, and 1D of its Plan and to pay its Allowed Administrative Claims, Allowed 503(b)(9) Claims and Allowed Priority Tax Claims; and (b) the CBT Debtor's obligation to make the distributions required under Classes 2A and 2B of its Plan and to pay its Allowed Administrative Claims and Allowed Priority Tax Claims.

3.15.1. **Treatment of Allowed Unsecured Claims**. The CBM Debtor's contingent liabilities in connection with the obligations of the CBW Debtor and CBT Debtor shall be satisfied as the CBW Debtor and CBT Debtor make their respective Distributions under the Plan. The Distributions to Holders of Claims in Classes 1A, 1B, 1C, 1D, 2A, 2B, and unclassified Administrative Claims, 503(b)(9) Claims and Priority Tax Claims shall take into account Distributions to be made by each Debtor on account of such Claims so that there shall be only a single recovery on account of these Claims.

3.15.3 **General Provisions**. No interest will be paid on account of Class 3C Claims. No General Unsecured Claim shall be allowed to the extent that it is for post-petition interest or other similar post-petition charges. Notwithstanding the foregoing, any Unsecured Claim as to which insurance coverage exists and is paid shall not receive a distribution hereunder but, rather,

shall be paid exclusively as provided under the applicable policy or policies of insurance; provided, however, that to the extent any such insurance coverage is not sufficient to satisfy any such Claim in full, such claims shall be deemed Allowed for any amount not paid by insurance.

3.16 **Class 3D. Interest Holders.** Class 3D is impaired. The Class 3D interests in the CBM Debtor shall remain equal to the Interests as of the Petition Date.

3.17 **Class 3E. Intercompany Claims.** Class 3E Intercompany Claims are Impaired. Holders of Class 3E Intercompany Claims shall not receive or retain any property under the Plan on account of such Intercompany Claims. On the Effective Date, all Intercompany claims shall be extinguished.

ARTICLE IV **Treatment of Unclassified Claims**

4.1 **Administrative Claims and 503(b)(9) Claims.** Administrative Claims and 503(b)(9) Claims shall be treated as follows:

4.1.1 **Time for Filing Administrative Claims.** The holder of an Administrative Claim other than (i) a Fee Claim or (ii) a liability incurred and paid in the ordinary course of business by the Debtors, must file with the Bankruptcy Court and serve on the Debtors and its counsel, a motion or request for the payment of such Administrative Claim within thirty (30) days after the Effective Date. Such motion or request must include, at minimum, (i) the name of the holder of the claim, (ii) the amount of the claim, and (iii) the basis of the claim. Furthermore, all persons and entities asserting Administrative Claims, which do not fall within Section 4.1 of the Plan, shall file a motion or request for the payment of such administrative claim within thirty (30) days of the Effective Date, or be forever barred from asserting any such Administrative Claim. Failure to file a motion or request for payment timely and properly shall result in the Administrative Claim being forever barred and discharged.

4.1.2 **Time for Filing Fee Claims.** Each professional person who holds or asserts an Administrative Claim that is a Fee Claim incurred before the Effective Date shall be required to file with the Bankruptcy Court a final fee application within thirty (30) days after the Effective Date. Failure to file a final fee application timely shall result in the Fee Claim being forever barred and discharged.

4.1.3 **Allowance of Administrative Claims.** An Administrative Claim with respect to which notice is required and which has been properly filed pursuant to Section 4.1.1 of this Plan shall become an Allowed Administrative Claim if no objection is filed within thirty (30) days of the filing and service of notice of such Administrative Claim. If an objection is filed within such thirty (30) day period, the Administrative Claim shall become an Allowed Administrative Claim only to the extent allowed by Final Order. An Administrative Claim that is a Fee Claim, and with respect to its fee application has been timely filed pursuant to Section 4.1.2 of the Plan, shall become an Allowed Administrative Claim only to the extent allowed by Final Order.

4.1.4 Payment of Allowed Administrative Claim. Each holder of an Allowed Administrative Claim shall receive (i) the amount of such holder's Allowed Claim upon the Effective Date, (ii) such other treatment as may be agreed upon in writing by the Debtors and such holder, or (iii) as may be otherwise ordered by the Court, provided that an Administrative Claim representing a liability incurred in the ordinary course of business by the Debtors may be paid in the ordinary course of business.

4.1.5 Section 503(b)(9) Claims. Holders of Allowed Claims under 11 U.S.C. §503(b)(9), except as otherwise agreed by the holder of such Claim, shall be paid on the Effective Date.

4.1.6 Professional Fees Incurred After the Effective Date. Professional fees incurred by the Debtor after the Effective Date must be approved by the Debtor and, thereafter, can be paid without further Order of the Court. Any dispute which may arise with regard to professional fees after the Effective Date shall be submitted to the Bankruptcy Court, which shall retain jurisdiction to settle these types of disputes. In the event of such dispute, the Debtor shall pay that portion of the fees, if any, which is not in dispute, punctually.

4.1.7 General Provisions. No post-petition interest or other similar post-petition charges will be paid on account of Administrative Claims or 503(b)(9) Claims.

4.2 Treatment of Priority Tax Claims. Each holder of an Allowed Priority Tax Claim shall receive, at the sole option of the Debtor (i) the amount of such holder's Allowed Claim on the Effective Date; (ii) the amount of such holder's Allowed Claim, plus interest accrued at the applicable statutory rate, in equal monthly cash payments in accordance with the provisions of §1129(a)(9)(c) of the Bankruptcy Code or (iii) such other treatment as may be agreed upon in writing by the Debtor and such Creditor; provided, however, that all Allowed Priority Tax Claims held by Zurich shall be treated in accordance with Class 1B and shall receive no Distributions under this Section 4.2 of the Plan.

4.3 No Liability for Certain Tax Claims. To the extent that any Claim asserted by a governmental taxing authority seeks recovery of a fine on or penalty against the Debtors, that portion of such Claim, if allowed, which represents such fine or penalty, shall be treated as a General Unsecured Claim.

ARTICLE V

Provisions For Execution of The Plan

5.1 Revesting of Assets. On the Effective Date, the Debtors shall be vested with all their respective Assets comprising their respective Estates free and clear of all Claims, liens, charges, encumbrances, rights and Interests of creditors and equity security holders. As of the Effective Date, the Debtors may operate their businesses and use, acquire, and dispose of property and settle and compromise Claims or Interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and Confirmation Order. All claims or Causes of Action held by the Debtors may be

prosecuted or enforced by the Debtor pursuant to 11 U.S.C. § 1123(b)(3).

5.2 **Exit Financing Facility.** Funding from the Exit Financing Lender under the Exit Financing Facility shall enable the Debtors to make the Distributions required under the Plan. The Exit Financing Lender has issued a Financing Commitment (Exhibit 1.59) that provides *inter alia* as follows: a senior credit facility in an aggregate amount up to \$35,000,000 (the "Maximum Credit Amount"), consisting of a (i) revolving credit facility pursuant to which loans ("Revolver Loans") may be made from time to time up to a maximum amount outstanding of \$32,500,000 (the "Maximum Revolver Amount"), or if less, the available amount under the Borrowing Base formula and (ii) a term loan in the amount of the lesser of (x) \$2,500,000 and (y) up to 85% of the net orderly liquidation value of identified equipment of Debtors (the "Term Loan"). Upon the CBW Debtor's implementation of a tax stamp bonding program, the Maximum Credit Amount of the Senior Credit Facility will be reduced by an amount to be mutually determined. All obligations to Exit Financing Lender will be secured by first priority liens upon all of Debtors' assets (other than leased real property), including accounts receivable, inventory, equipment, chattel paper, documents, instruments, deposit accounts, general intangibles, investment property. In addition, to the extent required by Exit Financing Lender, Exit Financing Lender shall receive third party agreements or consents as Exit Financing Lender may require. Exit Financing Lender acknowledges that if the CBW Debtor implements a tax stamp bonding program, it is anticipated that the bonding company would have a perfected first priority security interest on unaffixed and affixed tax stamps and the proceeds therefrom, subject to an intercreditor agreement with Exit Financing Lender in form and substance satisfactory to Exit Financing Lender and the surety that issues the bonds. The Reorganized Debtors entry into the Exit Financing Facility, the incurrence of the indebtedness thereunder and the payment of the fees associated with the Exit Financing Facility are hereby authorized without the need for any further corporate action and without the need of any further approval by the Bankruptcy Court.

5.3 **Disbursements and Investment of Funds.** All distributions under this Plan shall be made by the Disbursing Agent. The Disbursing Agent may hold or invest funds in one or more accounts, provided that all investments shall be made in accordance with § 345(a) of the Bankruptcy Code.

5.4 **Final Decree.** After consummation of the Plan and in the sole discretion of the Debtor, the Debtor shall file a motion to close these Chapter 11 Cases and request that a final decree be issued.

5.5 **Continued Existence of the Debtors.** The CBW Debtor and CBT Debtor will continue to exist after the Effective Date as limited partnerships and the CBM Debtor as a corporation, with all the powers under applicable law in the jurisdiction in which each Debtor was formed and pursuant to their respective articles of formation and bylaws in effect prior to the Effective Date, except to the extent such articles of formation and bylaws are amended.

5.6 **Corporate Action.** Each of the matters provided for under the Plan involving the structure of the Debtor or action to be taken by or required of the Debtor will, as of the Effective Date, be deemed to have occurred and be effective as provided herein, and will be authorized,

approved and, to the extent taken prior to the Effective Date, ratified in all respects without any requirement of further action by the general partner of the CBW Debtor and CBT Debtor and the board of directors of the CBM Debtor.

5.7 **Effectuating Documents and Further Transactions.** The chief executive officer, president and secretary of the CBM Debtor and the CBM Debtor, as general partner of the CBW Debtor and CBT Debtor, shall be authorized, to execute, deliver, file, or record such contracts, instruments, settlement agreements, releases, and other agreements or documents and to take or direct such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms, conditions and provisions of this Plan and the Exit Financing Facility. The secretary or any assistant secretary of each Debtor, as applicable, shall be authorized to attest any of the foregoing actions.

5.8 **Post-Confirmation Officer and Director; Compensation.** The compensation of Margolis, the sole officer/managing partner of the Debtors as of the Effective Date, consists of (a) wages of \$233,880, (b) use of the company owned vehicle, and (c) health insurance and all other normal and customary benefits provided to the other employees of the Debtors. The Debtors reserve the right to modify the compensation of Margolis as they deem appropriate in their sole business judgment. The operations of the Debtors have been conducted and will continue to be conducted by Margolis, who has the direct responsibility for the planning, organization, direction and control of all levels of management and all phases of the business operations. The Debtors reserve the right to change their officers and/or general partners as they deem appropriate.

5.9 **Dissolution of Creditors' Committee.** Upon the Effective Date, the Creditors' Committee shall be automatically dissolved and all of its members, Professionals and agents shall be deemed released of their duties, responsibilities and obligations, and shall be without further duties, responsibilities and authority in connection with the Debtors, these Chapter 11 Cases, the Plan or its implementation, except with respect to applications for Fee Claims or any motions or other actions seeking enforcement or implementation of the provisions of this Plan or the Confirmation Order.

5.10 **Continued Confidentiality Obligations.** Pursuant to the terms thereof, members of and advisors to including counsel to the Creditors' Committee, any other Holder of a Claim or Interest, or any other Person, and their respective predecessors, successors and assigns shall continue to be obligated and bound by the terms of any confidentiality agreement executed by them in connection with these Chapter 11 Cases or the Debtors, to the extent that such agreement, by its terms, may continue in effect after the Confirmation Date.

5.11 **Preservation of Insurance.** Neither the Confirmation Order, the Plan or the discharge provided herein shall diminish or impair (a) the enforceability of insurance policies that may cover Claims against the Debtors or any other Person or entity or (b) the continuation of existing insurance programs in effect. On the Effective Date, all insurance obligations, coverage, benefits and policies are deemed preserved, assumed and shall continue to vest in the Debtors.

ARTICLE VI

Provisions Governing Distributions, General Provisions and Conditions Precedent

6.1 **Distributions.** Distributions pursuant to this Plan shall be made by the Disbursing Agent as provided herein and shall be made, unless otherwise provided herein, on the Effective Date, or as soon as practicable thereafter, or as may be otherwise ordered by the Court.

6.1.1 **Delivery of Distributions.** Distributions and deliveries to Holders of Allowed Claims will be made at the addresses set forth on the proofs of claim filed (with respect to such Claims, or as set forth in the Debtors Schedules, or at the Claim Holder's last known address). If any Claim Holder's Distribution is returned as undeliverable, no further Distributions to the Holder will be made unless and until the Disbursing Agent is notified of the Holder's then current address, at which time all missed Distributions will be made to the Holder without interest (unless the Distribution was made under Section 3.4 (Class 1 D-General Unsecured Claims) or Section 3.9 (Class 2B-General Unsecured Claims) of the Plan. All claims for undeliverable distributions must be made to the Disbursing Agent within one hundred and twenty (120) days after the respective Distribution was made. The Disbursing Agent shall use reasonable efforts, such as internet searches, to attempt to locate any Creditor entitled to receive an unclaimed Distribution.

6.1.2 **Means of Cash Payment.** Cash payments made pursuant to the Plan will be in United States funds, by check drawn on a domestic bank or by wire transfer from a domestic bank. All cash distributions will be made by the Disbursing Agent.

6.1.3 **Time Bar to Cash Payments.** Checks issued by the Disbursing Agent with respect to Allowed Claims will be null and void if not cashed within one hundred and twenty (120) days of the date of their issuance. Requests for reissuance of any check shall be made to the Disbursing Agent by the holder of the Allowed Claim with respect to which the check originally was issued. Any claim with respect to such a voided check must be made on or before one hundred and twenty (120) days after the date of issuance of the check. After the date, all claims with respect to void checks will be discharged and forever barred, and the cash, including interest earned, if any, shall be revested in the Reorganized Debtors.

6.1.4 **Setoffs.** The Debtors may, but will not be required to, set off against any Claim and any payments to be made pursuant to the Plan with respect to a Claim (and may withhold any payment or distribution to be made pursuant to the Plan in respect of such Claim until such setoff rights are effectuated or resolved between the parties with respect to such Claim), any receivable, claim, and/or Cause of Action of every type and any nature whatsoever (collectively, the "Receivable") that the Debtors and/or their Estates may have against the Claim and/or the Creditor holding the Claim, but neither the failure to do so nor the allowance of any Claim, whether pursuant to the Plan or otherwise, will constitute a waiver or release by the Debtors and/or their Estates of any Receivable that the Debtors or their Estates may possess against such Claim and/or the Creditor holding the Claim.

6.1.5 **De Minimis Distributions.** No cash payment of less than twenty-five dollars

(\$25.00) will be made by the Disbursing Agent to any Creditor unless a request is made in writing to the Debtor to make such a payment.

6.1.6 Fractional Securities; Fractional Dollars. Notwithstanding any other provision of the Plan, payments of fractions of shares will not be made and shall be rounded (up or down) to the nearest whole number, with fractions equal to or less than $\frac{1}{2}$ being rounded down. Notwithstanding any other provision of the Plan, neither the Debtors nor the Disbursing Agent shall be required to make distributions or payments of fractions of dollars. Whenever any payment of a fraction of a dollar under this Plan would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

6.1.7 Saturday, Sunday or Legal Holiday. If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but will be deemed to have been completed as of the required date.

6.1.8. Subordination Rights. Any distributions under the Plan shall be received and retained free of and from any obligations to hold or transfer the same to any other Person, and shall not be subject to levy, garnishment, attachment or other legal process by any Person by reason of claimed contractual subordination rights, which rights shall be waived and this provision shall constitute an injunction enjoining any Person from enforcing or attempting to enforce any contractual, legal or equitable subordination rights to distributions under the Plan, in each case other than as provided in the Plan.

6.2 Notices. Any notice described in or required by the terms of this Plan or the Code and Rules shall be in writing and, if by facsimile or personal service, shall be deemed to have been given when actually received, or if by mail, deemed given three (3) days after the date when mailed by certified mail, postage prepaid, return receipt requested, and one (1) business day, if sent by a nationally recognized overnight courier service, and addressed as follows:

- (a) If to the Debtors, addressed to:

Cooper Booth Wholesale Company, LP
Attention: Barry Margolis
200 Lincoln West Drive
Mountville, PA 17554

- (b) With a copy to Counsel:

Maschmeyer Karalis P.C.
Attention: Aris J. Karalis, Esquire
1900 Spruce Street
Philadelphia, PA 19103
Phone: (215) 546-4500

6.3 **Default.** No default shall be declared under this Plan unless any payment due under the Plan shall not have been made or deemed made within thirty (30) days after written notice of the default to the Debtor and counsel for the Debtors of failure to make payment when due under the Plan. The Reorganized Debtor shall have thirty (30) days after receipt of written notice of any default under the Plan in which to cure such default.

6.4 **No Interest or Attorneys' Fees.** Except as expressly stated in the Plan, or as allowed by the Bankruptcy Court, no interest, penalty or late charge arising after the Petition Date, and no award or reimbursement of attorneys' fees or related expenses on disbursements, shall be allowed on or in connection with any Claim.

6.5 **Cramdown Provision and Confirmation Request.** In the event that sufficient votes to confirm this Plan are not received, the Debtors request confirmation of the Plan pursuant to the provisions of § 1129(b) of the Bankruptcy Code. Otherwise, the Debtors request confirmation of this Plan pursuant to the provisions of § 1129(a) of the Bankruptcy Code.

6.6 **Conditions Precedent to Confirmation:** The following are conditions precedent to confirmation of the Plan:

6.6.1 The Order approving the Disclosure Statement with respect to the Plan shall be in a form and substance acceptable to the Debtors.

6.6.2 The Confirmation Order shall be in a form and substance acceptable to the Debtors and the Exit Financing Lender.

6.7 **Conditions Precedent to the Occurrence of the Effective Date:** The following are conditions precedent to the occurrence of the Effective Date:

6.7.1 The Confirmation Order shall have been entered by the Bankruptcy Court and be in full force and effect and not be subject to any stay or injunction;

6.7.2 All conditions precedent to the funding under the Exit Financing Facility shall have been satisfied or waived in accordance with the terms thereof and the funding under the Exit Financing Facility shall have occurred and be available to the Debtors to make the Distributions required under the Plan.

6.8 **Waiver of Conditions to Occurrence of Effective Date or Confirmation.** Except for the Debtors requirement under the Plan to make certain Distributions on the Effective Date, the Debtors may waive the conditions set forth in Sections 6.6 and 6.7 of the Plan without any notice to parties in interest or the Bankruptcy Court and without hearing. The failure to satisfy or waive any condition to Confirmation or the Effective Date may be asserted by the Debtors in their sole discretion, regardless of the circumstances giving rise to the failure of such condition to be satisfied. Failure of the Debtors, in their sole discretion, to exercise any of the foregoing rights shall not be

deemed a waiver of any other rights, and each such right shall be deemed an ongoing right which may be asserted at any time.

ARTICLE VII

Executory Contracts

7.1 **Assumed Executory Contracts and Unexpired Leases.** Each executory contract and unexpired lease identified on the attached Schedule 7.1 and all (i) insurance obligations, coverage, benefits and policies, (ii) contracts between the CBW Debtor and its customers, and (iii) supply contracts between the CBW Debtor and the CBT Debtor and their respective vendors, shall be deemed automatically assumed in accordance with the provisions and requirements of §§ 365 and 1123 of the Bankruptcy Code as of the Effective Date. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions pursuant to §§ 365 and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease assumed pursuant to this Section 7.1 shall vest in and be fully enforceable by the Debtors in accordance with its terms, except as modified by (a) any written agreement between the Debtors and the respective counterparty, (b) the provisions of this Plan, or (c) any order of the Bankruptcy Court authorizing or providing for its assumption. All written agreements between the Debtor and each respective counterparty that modify any executory contract or unexpired lease being assumed pursuant to this Section 7.1 shall be filed with the Court on or before the Confirmation Hearing. The Debtors reserve the right to file a motion on or before the Confirmation Date to assume or reject any executory contract or unexpired lease.

7.2 **Rejected Executory Contracts and Unexpired Leases.** Except with respect to (i) executory contracts and unexpired leases assumed as provided by Section 7.1 of this Plan and (ii) executory contracts and unexpired leases that have been previously rejected by order of the Bankruptcy Court, or are the subject of a motion to reject filed on or before the Confirmation Date, all other executory contracts and unexpired leases shall be deemed automatically rejected as of the Confirmation Date. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections contemplated herein, pursuant to §§ 365 and 1123 of the Bankruptcy Code. The Debtors reserve the right to (a) file a motion on or before the Confirmation Date to reject any executory contract and/or unexpired lease and (b) modify or supplement Schedule 7.1 and/or 7.2 at any time prior to the Confirmation Date. Any counterparty to a rejected executory contract must be able to specifically identify items covered by any rejected executory contract as a condition precedent to the recovery of any such item and the removal of such item from the possession of the Debtors (or the Debtor, as the case may be).

7.3 **Payments Related to Assumption of Executory Contracts or Unexpired Leases.** The provisions of each executory contract and/or each unexpired lease to be assumed under the Plan which are or may be in default shall be satisfied in a manner to be agreed upon by the applicable creditor and the Debtor. In the event of a dispute regarding (a) the nature or the amount of any cure payment, (b) the ability of the Debtor to provide “adequate assurance of future performance” (within the meaning of § 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, these matters shall be determined by the Bankruptcy Court.

7.4 **Rejection Damages Bar Date.** If the rejection by a Debtor (pursuant to the Plan or

otherwise) of any executory contract or unexpired lease results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the applicable Debtor, or such entities' Assets, unless a proof of claim is filed with the Bankruptcy Court and served upon counsel for the Debtor within thirty (30) days after the earlier of (a) notice of the Confirmation Order, or (b) other notice or order that the executory contract and unexpired lease has been rejected; provided, however, that the foregoing requirement to file a proof of claim shall not be applicable to any such Claim that was previously allowed by Final Order of the Bankruptcy Court.

ARTICLE VIII **Causes of Action**

8.1 **Retention, Enforcement and Waiver of Claims.** Pursuant to § 1123(b)(3) of the Bankruptcy Code, the Debtors shall retain and, shall have all requisite standing under the law, to initiate, continue or enforce any and all claims (both pre and post-petition) of the Debtors and/or the Debtors in Possession, including Causes of Action; provided, however, all Avoidance Actions shall be extinguished upon the completion of Distributions on account of Class 1D and Class 2B Claims. All proceeds collected shall be used by the Debtors for their operations.

8.2 **Powers.** The Debtors shall have the right to settle, compromise, sell, assign, terminate, release, discontinue or abandon any Cause of Action from time to time in their sole discretion.

ARTICLE IX **Provisions for Resolving and Treating Disputed Claims**

9.1 **Objections to Claims; Prosecution of Disputed Claims.** Any Debtor may object to the allowance of Claims filed with the Court and all objections to the allowance of Claims shall be litigated to Final Order or compromised and settled, subject to approval of the Bankruptcy Court after notice only to the applicable Debtor, the holder of such Claim, and parties requesting notices in the case pursuant to applicable Bankruptcy Rules, and a hearing. Failure to object to any Claim for purposes of voting on the Plan shall not be deemed a waiver of the right to object to such Claim at any later date.

9.2 **Late Filed Claims.** No objection shall be filed with respect to any proof of claim filed after the Bar Date, and the holder of any such late filed proof of claim shall receive no distribution under the Plan, except as specifically ordered by the Bankruptcy Court following a motion filed by such Claimant, after notice to the applicable Debtor, counsel for the Debtor, and such parties as the Court may direct, and a motion and hearing thereon. Any such motion shall be filed on or before the Effective Date or the holder of such Claims shall be forever barred and all such Claims shall be discharged. Nothing herein shall constitute a waiver by the Debtor of any counterclaims, setoffs, or of any defenses with respect to such late filed proofs of claim, including defenses as to the timeliness of the filing of such proofs of claim.

9.3 **No Distributions Pending Allowance.** No payments or distributions will be made

with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order and the Disputed Claim becomes an Allowed Claim.

9.4 **Reserve for Disputed Unsecured Claims.** On or after the Effective Date, the Debtors shall hold in the Disputed Unsecured Claim Reserve, Cash in an aggregate amount sufficient to pay each holder of a Disputed Unsecured Claim at the time distributions are made, pursuant to the Plan, the amount of cash such holder would have been entitled to receive if such claim had been an Allowed Claim on the Effective Date. Cash withheld and reserved for payments to holders of Disputed Unsecured Claims shall be held and deposited by the Debtors in one or more segregated reserve accounts and used to satisfy such Claims in the event that such Disputed Unsecured Claims become Allowed Claims. If practicable, the Debtors may invest cash in the disputed unsecured claim reserve in a manner that will yield a reasonable net return, taking into account the safety of the investment. Except as set forth in Sections 3.4 and 3.9 of this Plan, nothing herein shall be deemed to entitle the holder of a Disputed Claim to post-petition interest on such Claim.

9.5 **Estimation Period.** The Debtors may, at any time after the Effective Date, request that the Bankruptcy Court estimate any unliquidated, contingent or Disputed Claim pursuant to §502(c) of the Bankruptcy Code, regardless of whether the Claim has previously been objected to. In the event that the Bankruptcy Court estimates any unliquidated, contingent or Disputed Claim, the estimated amount may constitute a maximum limitation on such Claim, as determined by the Bankruptcy Court. Notwithstanding this, the Debtor may elect to pursue any supplemental proceedings to object to the allowance and payment of such Claim. All of the aforementioned Claims objection and estimation procedures are cumulative and not exclusive of one another.

9.6 **Distributions After Allowance.** Payments and distributions to each holder of a Disputed Claim, to the extent that it ultimately becomes an Allowed Claim, will be made in accordance with the provisions of the Plan that governs distributions to such Claimants.

9.7 **Objection Deadline.** As soon as is practicable, but in no event later than thirty (30) days after the Effective Date (subject to being extended by the Bankruptcy Court upon motion of the Reorganized Debtor), objections to Claims shall be filed with the Bankruptcy Court and served upon the holders of each Claim to which objections are made.

ARTICLE X

Retention of Jurisdiction

10.1 Pursuant to §§ 105(a) and 1142 of the Bankruptcy Code, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of, and related to, these Chapter 11 Cases and the Plan, including, among others, the following matters:

(a) to hear and determine pending motions for (i) the assumption or rejection or (ii) the assumption and assignment of executory contracts or unexpired leases to which the Debtor is a party or with respect to which the Debtor may be liable, and to hear and determine the allowance of Claims resulting therefrom, including the amount of any cure payment, if any, required to be paid;

(b) to adjudicate any and all adversary proceedings, applications and contested matters that may be commenced or maintained, pursuant to these Chapter 11 Cases or the Plan, proceedings to adjudicate the allowance of Disputed Claims and Disputed Interests, and all controversies and issues arising from or relating to any of the foregoing;

(c) to adjudicate any and all disputes arising from or relating to the distribution or retention of any consideration under the Plan;

(d) to ensure that distributions to holders of Allowed Claims and Allowed Interests are accomplished as provided herein;

(e) to hear and determine any and all objections to the allowance of Claims and Interests and the estimation of Claims, both before and after the Confirmation Date, including any objections to the classification of any Claim or Interest, and to allow or disallow any Claim or Interest, in whole or in part;

(f) to enter and implement such orders as may be appropriate if the Confirmation Order is, for any reason, stayed, revoked, modified or vacated;

(g) to issue orders in aid of execution, implementation or consummation of the Plan;

(h) to consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(i) to hear and determine all applications for compensation and reimbursement of Fee Claims under the Plan or under §§ 330, 331, 503(b), 1103 and 1129(a)(4) of the Bankruptcy Code;

(j) to determine requests for the payment of Claims entitled to priority under § 507(a)(2) of the Bankruptcy Code, including compensation of and reimbursement of expenses of parties entitled thereto;

(k) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan, the Confirmation Order, including disputes arising under agreements, documents or instruments executed in connection with this Plan;

(l) to hear and determine all suits or adversary proceedings to recover assets of the Debtor and property of its Estate, wherever located;

(m) to hear and determine matters concerning state, local and federal taxes in accordance with §§ 346, 505 and 1146 of the Bankruptcy Code;

(n) to hear any other matter not inconsistent with the Bankruptcy Code;

(o) to hear and determine all disputes relating to any liability arising out of the termination of employment or the termination of any employee benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

(p) to enter a final decree closing these Chapter 11 Cases; and

(q) to enforce all orders previously entered by the Bankruptcy Court.

Unless otherwise specifically provided herein or in a prior order of the Bankruptcy Court, the Bankruptcy Court shall have exclusive jurisdiction to hear and determine disputes concerning Claims, Interests and Retained Actions.

ARTICLE XI **Miscellaneous**

11.1 **Choice of Law.** Except to the extent superseded by the Bankruptcy Code or other federal law, the rights, duties and obligations arising under the Plan shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to the choice of law rules thereof.

11.2 **Payment of Statutory Fees.** All fees payable pursuant to § 1930 of Title 28 of the United States Code, shall continue to be paid pursuant to the provisions of such section.

11.3 **Discharge of Debtors.** Pursuant to § 1141 of the Bankruptcy Code, the distributions and rights that are provided in this Plan shall be in exchange for and in complete satisfaction, discharge, and release, effective as of the Confirmation Date (but subject to the occurrence of the Effective Date), of all Claims and Causes of Action, of any nature whatsoever, whether known or unknown, including any interest accrued on such Claims from and after the Petition Date, and Interests in the Debtors, their Assets, and the Debtors' Estates. Except as otherwise provided in this Plan and § 1141 of the Bankruptcy Code, on the Effective Date (i) all Claims against the Debtors will be satisfied, discharged and released in full and (ii) all Persons shall be precluded from asserting against the Debtors, the Estates, their successors, or their Assets, any other or further Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred before the Effective Date.

11.4 **Discharge of Claims; Injunction.** The rights afforded in this Plan and the payments and distributions to be made under the Plan shall be in complete exchange for, and in full satisfaction, discharge and release of, all existing debts and Claims of any kind, nature or description whatsoever against the Debtors, the Estates or any of their Assets, and upon the Effective Date, all existing Claims against the Debtors, the Estates and all of their Assets will be, and be deemed to be, exchanged, satisfied, discharged and released in full; and all holders of Claims shall be precluded and enjoined from asserting against the Debtors, the Estates or their successors or their respective Assets, any other or further Claim based upon any act or omission, transaction or other activity of

any kind or nature, whether or not the holder filed a proof of claim.

11.5 **Effect of Confirmation Order.** Notwithstanding any contrary provision in § 1141 of the Bankruptcy Code, the Confirmation Order shall not be operative until the Effective Date and none of the occurrences described in § 1141 shall occur prior to such date. Except as provided in §1141(d) of the Bankruptcy Code, the provisions of the Plan and the Confirmation Order shall bind the Debtors and all holders of Claims and Interests and will be a judicial determination of discharge of the Debtors from all debts that arose before the Confirmation Date and any liability on a Claim or Interest that is determined under § 502 of the Bankruptcy Code as if such Claim or Interest had arisen before the Effective Date, whether or not a proof of claim or interest based on any such debt or liability is filed under § 501 of the Bankruptcy Code and whether or not a Claim or Interest based on such debt or liability is allowed under § 502 of the Bankruptcy Code and whether or not such holder is impaired under the Plan and whether or not such holder has accepted the Plan, and shall terminate all rights, Interests and Claims of such holder, except as provided in the Plan.

11.6 **No Admissions or Waivers.** Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed an admission or waiver by the Debtors with respect to any matter set forth herein, including, without limitation, liability on any Claim or Interest or the propriety of any classification of any Claim or Interest.

11.7 **Severability.** Should any provision in this Plan be determined to be unenforceable, that determination will in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

11.8 **Binding Effect.** The provisions of the Plan shall be binding upon and inure to the benefit of the Debtors, the Estates, any Holder of any Claim or Interest treated herein or any Person named or referred to in the Plan, and each of their respective heirs, executors, administrators, representatives, predecessors, successors, assigns, agents, officers and directors, and, to the fullest extent permitted under the Bankruptcy Code and other applicable law, each other Person affected by the Plan.

11.9 **Withholding and Reporting Requirements.** In connection with the Plan and all instruments issued and distributions made pursuant to the Plan, the Debtors will comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all distributions made pursuant to the Plan will be subject to any such withholding and reporting requirements.

11.10 **Automatic Stay.** The automatic stay of § 362 of the Code shall remain in effect until the Effective Date.

11.11 **Modification and Amendments.** The Debtors may alter, amend, or modify the Plan or any Exhibits thereto, under § 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Hearing. After the Confirmation Date and prior to substantial consummation of the Plan as defined in § 1101(2) of the Bankruptcy Code, the Debtors may, under § 1127(b) of the Bankruptcy Code, institute proceedings in the Bankruptcy Court to remedy any defect or omission or

reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, and such matters as may be necessary to carry out the purposes and effects of the Plan.

11.12 **Right to Revoke or Withdraw.** The Debtors reserve the right to revoke or withdraw the Plan at any time prior to the Effective Date.

11.13 **Effect of Withdrawal, Revocation, or Non-Consummation.** If the Debtors revoke or withdraw the Plan prior to the Effective Date, or if the Confirmation Date or the Effective Date does not occur, then the Plan, any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Interest or Class of Claims or Interests), the assumption or rejection of executory contracts or unexpired leases effected by the Plan and any document or agreement executed pursuant to the Plan, shall be null and void. In such event, nothing contained herein, and no acts taken in preparation for consummation of the Plan, shall be deemed to constitute a waiver or release of any Claims by or against or Interests in the Debtors or any other Person, to prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors, or to constitute an admission of any sort by the Debtors or any other Person.

11.14 **Liability in Connection with Plan.** Neither the Debtors or the Creditors Committee, or any of their respective attorneys, accountants, financial advisors, investment bankers or agents shall have, or shall they incur, any liability to any Creditor or Person for any act or omission in connection with or arising out of their duties and participation in the Chapter 11 Cases, the administration of the Plan or the property to be distributed under the Plan, except for gross negligence or willful misconduct, and all such Persons shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. The foregoing shall not, however, affect the liability of the Debtors to any Creditor in connection with any Allowed Claim under the Plan; or shall the foregoing affect the liability of any party with respect to any act or omission that has occurred prior to the Petition Date.

11.15 **Exculpation.** Neither, the Debtors or any of their officers, directors, shareholders, partners, employees, agents, members, professionals, counsel, financial advisors, investment bankers, or agents, or the Creditors Committee or any of its members, professionals, counsel, or agents, shall have, will have or incur any liability to any holder of a Claim or Interest for any act or omission in connection with, or arising out of these Chapter 11 Cases, the confirmation of the Plan, the consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan except for willful misconduct or gross negligence.

COOPER-BOOTH WHOLESALE COMPANY, L.P.

**By: Cooper-Booth Management Company, Inc.
Its General Partner**

By: /s/ Barry Margolis
BARRY MARGOLIS, President

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PRIOR PAGE]

COOPER-BOOTH TRANSPORTATION COMPANY, L.P.

**By: Cooper-Booth Management Company, Inc.
Its General Partner**

By: /s/ Barry Margolis
BARRY MARGOLIS, President

COOPER-BOOTH MANAGEMENT COMPANY, INC.

By: /s/ Barry Margolis
BARRY MARGOLIS, President

MASCHMEYER KARALIS P.C.

By: /s/ Aris J. Karalis
ARIS J. KARALIS
Attorneys for the Debtors

Dated: April 2, 2014

LIST OF EXHIBITS TO PLAN

- | | |
|--------------|---|
| Exhibit 1.59 | Financing Commitment |
| Exhibit 7.1 | List of executory contracts and unexpired leases to be assumed on the Effective Date (To be provided prior to the Disclosure Statement Hearing) |

EXHIBIT 1.59

Financing Commitment

February 28, 2014

Cooper-Booth Wholesale Company, LP
200 Lincoln West Drive
Mountville, PA 17554
Attention: Barry Margolis

Ladies and Gentlemen:

ALOSTAR BANK OF COMMERCE ("AloStar") and Susquehanna Bank ("Susquehanna"; and together with AloStar, collectively, "Lenders") are pleased to offer to Cooper-Booth Wholesale Co., LP, a limited partnership, Cooper-Booth Transportation Company, L.P, a Pennsylvania limited partnership, and Cooper-Booth Management Company, Inc., a Pennsylvania corporation (jointly and severally, "Borrower") a senior credit facility in an aggregate amount up to \$35,000,000 (the "Senior Credit Facility"), subject to the terms and conditions in this letter and the Summary of Terms and Conditions attached hereto as Exhibit A and incorporated herein (the "Term Sheet"). AloStar commits to provide \$20,000,000 and Susquehanna commits to provide \$15,000,000, in each case of the principal amount of the Senior Credit Facility.

The paragraphs that follow, together with the attached Term Sheet, summarize the major terms and conditions of this commitment, but are not intended to represent all of the terms and conditions that would be included in the loan documentation between the parties. Capitalized terms used in this letter without definition shall have the meanings ascribed to such terms in the Term Sheet.

The Borrower appoints AloStar to act, and AloStar agrees to act, as sole administrative agent for the Senior Credit Facility, subject to the terms and conditions of this letter and the Term Sheet.

To facilitate the completion of Lenders' due diligence, Borrower agrees to provide to the Lenders, promptly upon any Lender's request therefor, accurate and complete information regarding Borrower's financial condition, business plans, projections, assets and business prospects.

Borrower agrees to indemnify and defend each Lender and its directors, officers, employees, attorneys, advisors and agents (collectively, the "Indemnitees"), and to hold them harmless from and against, to any and all losses, claims, damages, liabilities, and expenses (including, without limitation, the reasonable fees and expenses of counsel) that may be incurred by or asserted or awarded against any Indemnitee, in each case arising out of or in connection with or by reason of any matters contemplated by this commitment letter, any related transaction, the Senior Credit Facility or any use made or proposed to be made with the proceeds thereof, provided that the foregoing indemnity shall not apply with respect to losses, claims, damages, liabilities or expenses incurred or suffered by an Indemnitee if it shall be

determined in a final, non-appealable judgment by a court of competent jurisdiction that such losses, claims, damages, liabilities or expenses resulted primarily from the gross negligence or willful misconduct of such Indemnitee.

This commitment letter and accompanying Term Sheet embody the entire agreement and understanding of Lenders and Borrower with respect to the Senior Credit Facility and supersede all prior agreements and understandings regarding the same subject matter. However, the terms and conditions of the commitment of the Lenders are not limited to those set forth herein or in the Term Sheet. No person has been authorized by any Lender to make any oral or written statements that are inconsistent with this commitment letter, and this commitment letter is not assignable by Borrower without Lenders' prior consent and is intended to be solely for the benefit of the parties hereto and the Indemnitees.

In consideration of Lenders' provision of the commitment pursuant to this letter and the Term Sheet, Borrower agrees to pay to the Lenders a commitment fee of \$350,000 (the "Commitment Fee") to be allocated on a pro rata basis based on the Lender's respective commitments. The Commitment Fee shall be deemed fully earned upon Borrower's acceptance of this commitment letter; provided, however, that the portion of the Commitment Fee allocated to Susquehanna shall not be earned until Susquehanna has waived the conditions precedent on Exhibit A numbered 9 (except for the first sentence), 10 and 11. The Commitment Fee shall be due and payable upon the earlier to occur of (a) the closing of the Senior Credit Facilities and (b) the date upon which (i) the Lenders terminate their commitments and do not close the Senior Credit Facility due to (x) the Borrower's failure to timely perform any of its obligations hereunder or (y) a Lender reasonably determining that the Term Sheet cannot or will not be satisfied by the Borrower or (ii) the Borrower entering into an alternate financing funded by a lender or group of lenders not including AloStar and Susquehanna. In addition, Borrower agrees to reimburse the Lenders from time to time for all reasonable out-of-pocket expenses (including, but not limited to, reasonable legal fees of each Lender's counsel) incurred in connection with the Senior Credit Facility, the completion of the Lenders' due diligence and the preparation of definitive Loan Documents, whether or not the Senior Credit Facility closes. As security for the payments owed to AloStar therefor, Borrower has deposited with AloStar the sum of \$50,000 and will deposit on the date hereof another \$75,000 (the "Expense Deposit"), which may be used by AloStar to pay such fees and expenses. Any balance of the Expense Deposit remaining after all fees and expenses of the AloStar have been paid in full shall be refunded to Borrower or applied to the payment of any fees or expenses due under the Loan Documents on the Closing Date. The Lenders shall provide to the Borrower a reasonable summary accounting of all fees and expenses incurred and the disbursement of the Expense Deposit for the Borrower's review. The Borrower agrees to seek and use commercially reasonable efforts to obtain approval from the Bankruptcy Court to pay the Commitment Fee pursuant to the terms contained herein.

This offer will expire at 5:00 p.m., Atlanta, Georgia time, on March 7, 2014, (the "Acceptance Deadline"), unless on or before the Acceptance Deadline Borrower executes this letter in the space provided below, returns this letter and Term Sheet to Lenders at the

addressees of Lenders shown above. When accepted by Borrower, this commitment shall constitute an obligation on the part of Borrower to accept the Senior Credit Facility on the terms set forth herein and in the Term Sheet and to endeavor to cause all conditions precedent to be satisfied in a manner acceptable to Lenders.

This commitment will expire at 5:00 p.m., Atlanta, Georgia time, on June 27, 2014 (the "Expiry Date"), unless definitive Loan Documents for the Senior Credit Facility are duly executed and delivered on or before such date. This commitment may be terminated prior to the Expiry Date (i) by mutual written agreement of the parties or (ii) by the Lenders if Borrower fails timely to perform any of its obligation hereunder or Lender reasonably determines that any conditions precedent to the funding obligations contemplated by this letter and the Term Sheet cannot or will not be satisfied prior to the Expiry Date. Notwithstanding the foregoing, the reimbursement and indemnification provisions herein and in the Term Sheet shall survive any termination of this commitment, except to the extent that this letter is superseded by the duly executed Loan Documents.

The Lenders hereby notify Borrower that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 105-56 (signed into law October 26, 2001), such Lender is required to obtain, verify and record information that identifies Borrower, which information includes Borrower's name and address and other information that will allow such Lender to identify Borrower in accordance with the terms of such Act.


This commitment letter may be executed in counterparts which, taken together, shall constitute an original. Delivery of an executed counterpart of this commitment letter by telecopier or facsimile shall be effective as delivery of a manually executed counterpart thereof.

[Remainder of page intentionally left blank]

We are pleased to offer the financing contemplated by this letter and we look forward to our working together in connection therewith.

Very truly yours,

ALOSTAR BANK OF COMMERCE

By: 
Name: Patrick A. Harris
Title: Director

SUSQUEHANNA BANK

By: _____
Name: _____
Title: _____

Accepted and Agreed to:

COOPER-BOOTH WHOLESALE CO., LP, by
Cooper-Booth Management Company, Inc.,
its general partner

By: _____
Name: _____
Title: _____

**COOPER-BOOTH TRANSPORTATION
COMPANY, LP**, by Cooper-Booth
Management Company, Inc., its general
partner

By: _____
Name: _____
Title: _____

**COOPER-BOOTH MANAGEMENT
COMPANY, INC.**

By: _____
Name: _____
Title: _____

We are pleased to offer the financing contemplated by this letter and we look forward to our working together in connection therewith.

Very truly yours,

ALOSTAR BANK OF COMMERCE

By: _____
Name: _____
Title: _____

SUSQUEHANNA BANK

By: William R. Huber
Name: William R. Huber
Title: Senior Vice President

Accepted and Agreed to:

**COOPER-BOOTH WHOLESALE CO., LP, by
Cooper-Booth Management Company, Inc.,
its general partner**

By: [Signature]
Name: Barclay McDonald
Title: PARTNER

**COOPER-BOOTH TRANSPORTATION
COMPANY, LP, by Cooper-Booth
Management Company, Inc., its general
partner**

By: [Signature]
Name: Barclay McDonald
Title: PARTNER

**COOPER-BOOTH MANAGEMENT
COMPANY, INC.**

By: [Signature]
Name: Barclay McDonald
Title: Owner

EXHIBIT A

**SUMMARY OF TERMS AND CONDITIONS
\$35,000,000 Senior Credit Facility**

BORROWER: Jointly and severally Cooper-Booth Wholesale Co., LP (the "Company") and its subsidiary Cooper-Booth Transportation Company, LP and its affiliate, Cooper-Booth Management Company, Inc. ("Borrower")

ADMINISTRATIVE AGENT: AloStar Bank of Commerce, a state banking institution organized under the laws of the State of Alabama ("AloStar" or "Administrative Agent")

LENDER: AloStar, together with Susquehanna Bank (each a "Lender", and collectively, "Lenders")

SENIOR CREDIT FACILITY: A Senior Credit Facility in an aggregate amount up to \$35,000,000 (the "Maximum Credit Amount"), consisting of a (i) revolving credit facility pursuant to which loans ("Revolver Loans") may be made from time to time up to a maximum amount outstanding of \$32,500,000 (the "Maximum Revolver Amount"), or if less, the available amount under the Borrowing Base formula and (ii) a term loan in the amount of the lesser of (x) \$2,500,000 and (y) up to 85% of the net orderly liquidation value of identified equipment of Borrower (the "Term Loan").

Upon the Company's implementation of a tax stamp bonding program, the Maximum Credit Amount of the Senior Credit Facility will be reduced by an amount to be mutually determined.

Borrowing Base:

The amount of Revolver Loans will not exceed the amount of the Borrowing Base.

The Borrowing Base shall include up to 85% of the amount of Borrower's eligible accounts, not older than 45 days from invoice date or 28 days from due date and net of customary reserves including a reserve of 1% for each incremental percentage in dilution over 5%.

A 50% concentration limit would be established for Borrower's account debtor Royal Farms.

In addition, the Borrowing Base would include availability based upon:

- (a) Up to the lesser of (i) 90% of Borrower's eligible in-stock and Prepaid In-Transit cigarette and other tobacco products ("OTP") inventory, net of customary reserves and (ii) up to 85% of the net orderly liquidation value of Borrower's eligible in-stock and Prepaid In-Transit cigarette and OTP inventory, net of customary reserves, plus;
- (b) Up to the lesser of (i) 90% of Borrower's eligible (exclusive of any tax stamp inventory subject to a tax stamp bonding program) in-stock and Prepaid In-Transit cigarette tax stamp inventory, net of customary reserves, and (ii) up to 85% of the net orderly liquidation value of Borrower's eligible in-stock and Prepaid In-Transit cigarette tax stamp inventory, net of customary reserves, plus;
- (c) Up to the lesser of (i) 60% of Borrower's eligible in-stock and Prepaid In-Transit convenience store goods inventory, net of customary reserves, and (ii) up to 85% of the net orderly liquidation value of Borrower's eligible in-stock and Prepaid In-Transit convenience store goods inventory, net of customary reserves.

As used herein "Prepaid In-transit" shall mean inventory (i) located in the continental United States, but not yet received by the Borrower and (ii) for which the Borrower has paid in full within the last seven days.

PURPOSE:

Loan proceeds advanced under the Senior Credit Facility may be used by Borrower only (i) to fund Borrower's pre-petition bankruptcy claims of approximately \$31,700,000 owed to various creditors, (ii) to pay fees and expenses incurred in connection with the closing of the Senior Credit Facility and (iii) for the ongoing working capital, capital expenditures and general corporate needs of Borrower.

COLLATERAL

All obligations to Lenders will be secured by first priority liens upon all of Borrower's assets (other than leased real property), including accounts receivable, inventory, equipment, chattel paper, documents, instruments, deposit accounts, general intangibles, investment property. In addition, to the extent required by Lenders, Lenders shall receive third party agreements or consents as Lenders may require.

Lenders acknowledge that if Borrower implements a tax stamp bonding program, it is anticipated that the bonding company would have a perfected first priority security interest on unaffixed and affixed tax stamps and the proceeds therefrom, subject to an intercreditor agreement with Lenders in form and substance satisfactory to Lenders and the surety that issues the bonds.

Absent an event of default, Lenders consent that Borrower may purchase/lease approximately \$535,000 in new trucks in 2014, which would be subject to a purchase money security interest from the respective manufacturers and/or their affiliates.

Lenders further agree and acknowledge that Cooper-Booth Management Company, Inc.'s partnership interest in Bardon Development shall not constitute collateral for the Senior Credit Facility. Furthermore, the Lenders hereby consent to Cooper-Booth Management Company, Inc.'s disposition of any partnership interest in Bardon Development in connection with the closing of the Credit Facilities or anytime thereafter.

MATURITY:

The Senior Credit Facility will mature 3 years after the Closing Date (the "Maturity Date"). In the event Borrower terminates the Senior Credit Facility prior to the Maturity Date, Borrower will pay Lenders an early termination fee or prepayment fee in respect of the Term Loan of (a) 3% of the Senior Credit Facility if termination or prepayment of the Term Loan occurs prior to the first anniversary of the Closing Date, (b) 2% of the Senior Credit Facility if termination or prepayment of the Term Loan occurs after the anniversary but before the second anniversary after the Closing Date, and (c) 1% of the Senior Credit Facility if termination or prepayment of the Term Loan occurs after the second anniversary date. Lenders acknowledge that if Borrower implements a tax stamp bonding program, the prepayment penalty and termination fee will not apply to the portion of the Senior Credit Facility that is reduced by the tax stamp bonding program.

ACCOUNTS:

Except for a bank account to be maintained with the Administrative Agent for loan administration purposes, Borrower shall maintain all operating, deposit and lockbox accounts with Susquehanna Bank, subject to standard Susquehanna Bank documentation and a control agreement mutually satisfactory to the Lenders.

COLLECTIONS:

All collections of Borrower shall be collected in accounts at Susquehanna Bank which are under the sole dominion and control of the Lenders. All collections received in such deposit accounts would be subject to 1 business day clearance charge.

INTEREST RATE:

The Revolver Loans will bear interest equal to Daily LIBOR Rate in effect from time to time plus 275 basis points.

The Term Loan will bear interest equal to Daily LIBOR Rate in effect from time to time plus 325 basis points.

"Daily LIBOR Rate" means, on any day, the LIBOR Rate as shown in the Wall Street Journal on such day for United States dollar deposits for the one month delivery of funds in amounts approximately equal to the principal amount of the Loan for which such rate is being determined or, if such day is not a Business Day on the immediately preceding Business Day. If The Wall Street Journal for any reason ceases to publish a LIBOR Rate, then the Daily LIBOR Rate shall be as published from time to time and any other publication or reference source designated by Administrative Agent in its discretion. The Daily LIBOR Rate is a reference rate and does not necessarily represent the best or lowest rate charged by Administrative Agent.

Interest on the Senior Credit Facility shall be payable monthly, in arrears, on the first day of each month and shall be calculated on the basis of actual number of days elapsed in a year of 360 days. If an Event of Default (as defined below) exists, all loans and other obligations will bear interest at a rate 200 basis points in excess of the otherwise applicable rate.

FEES AND EXPENSES:

In consideration of establishment of the Senior Credit Facility, Borrower shall pay the following fees (all of which will be deemed fully earned and non-refundable on the date payable under the terms of the definitive loan documents) and reimburse the Administrative Agent and Lenders, as applicable, with respect to the following expenses:

1. The Commitment Fee in the amount of \$350,000 shall be paid to the Administrative Agent, for the pro rata benefit of the Lenders, payable on the Closing Date;
2. An unused revolver fee shall be paid to the Administrative Agent, for the pro rata benefit of the Lenders, in an amount of 0.375% per annum times the unused portion of the Maximum Revolver Amount would be due and payable monthly in arrears. For the avoidance of the doubt, after the implementation of a tax stamp bonding program, the unused revolver fee will be assessed on the Maximum Revolver Amount calculated after giving effect to any permanent reduction thereof.
3. A servicing fee of \$2,000 per month for each month (or portion of a month) from and after the closing date up to the date on which the Senior Credit Facility is repaid in full would be due and payable monthly in arrears to the Administrative Agent.
4. All out-of-pocket costs and expenses of the Administrative Agent and the other Lender (including reasonable legal fees of the each Lender's counsel) in connection with the negotiation, documentation, credit investigation and closing of the Senior Credit Facility, including, without limitation, recording costs, filing fees, intangible taxes, appraisal costs and lien search costs, and all such fees and expenses incurred by the Administrative Agent and the other Lender in connection with the enforcement of any of the Loan Documents. Absent an event of default, financial examination and collateral appraisal fees and expenses will be subject to an annual cap in an amount to be mutually agreed upon.

PRINCIPAL REPAYMENTS:

Principal repayments shall be as follows:

1. The principal amount of Revolver Loans shall be due and payable on the Maturity Date.
2. The principal amount of the Term Loan shall be paid in consecutive monthly installments of \$41,666.67 each, commencing on the last day of the month after closing and continuing on the last day of each month thereafter, provided that the entire unpaid principal balance of the Term Loan will be due on the Maturity Date. Principal of the Term Loan prepaid prior to the Maturity Date is subject to the prepayment fee described above.

Except for reductions in the Maximum Revolver Amount and the prepayment of the Revolving Loans that results from the Borrower's participation in a tax stamp bonding program, the Borrower may not prepay the Revolving Loans (if accompanied by a termination of the commitment to lend the Maximum Revolver Amount) in full without an accompanying prepayment of the Term Loans in full. Any such prepayment is subject to the termination fee described above.

LOAN DOCUMENTS:

The Senior Credit Facility shall be established pursuant to and governed by the terms of a Loan Agreement to be executed between Borrower and Lenders and related documents, including, without limitation, promissory notes, security agreement, pledge agreement, landlord waivers, subordination agreements and other instruments and agreements deemed necessary by Lenders to evidence and secure the Senior Credit Facility. It is agreed and understood that no guarantees shall be required from Barry Margolis.

**REPRESENTATIONS AND
WARRANTIES:**

The Loan Documents will contain representations and warranties that are usual and customary for transactions of this type or otherwise acceptable to Lenders, to include, without limitation, representations and warranties regarding Borrower's corporate existence and status; corporate power and authority; enforceability of the Loan Documents; Borrower's compliance with applicable law; absence of material litigation; status and proper administration of benefit plans; Borrower's having obtained all required governmental and third party approvals; Borrower's ownership of its properties free of liens other than specifically permitted liens, including Lenders' first priority liens; and Borrower's solvency.

COVENANTS:

The Loan Documents will contain affirmative, negative and financial covenants that are usual and customary for transactions of this type or otherwise acceptable to Lenders, to include, without limitation, requirements for the delivery to Lenders of monthly and annual financial statements and borrowing base certificates, notices of defaults, material litigation and governmental investigations or proceedings; compliance with laws and material contract obligations; timely payment of all indebtedness; preservation of existence; maintenance of books and records and allowance of Lenders inspection rights; limitations on use of proceeds; maintenance of required insurance; prohibitions on liens except liens in favor of Lenders and certain other specifically permitted liens; limitations on mergers, consolidations, asset dispositions, debt incurrence and capital expenditures; limitations or prohibitions on dividends, stock redemptions and optional prepayments of other indebtedness; limitations on investments and acquisitions; limitations on transactions with affiliates. So long as no Event of Default then exists or will exist as a result of any distribution, the Lenders will allow permitted tax distributions to Barry Margolis in an amount that does not exceed the amount necessary to pay federal and state income taxes solely attributable to Barry Margolis's distributive shares of the taxable income of Borrower and on other terms and conditions satisfactory to the Lenders.

Financial covenants to be included in the Loan Agreement to include (but not be limited to):

- Minimum EBITDA as set forth on Annex I; and
- Maintenance of a Minimum Fixed Charge Coverage Ratio (EBITDA less capital expenditures less cash tax distributions)/(cash interest expense plus scheduled principal repayments plus capital lease principal payments) as set forth on Annex II.

EVENTS OF DEFAULT:

Usual and customary for transactions of this type or otherwise acceptable to Lenders, to include, without limitation, non-payment of principal, interest or other obligations owed to Lenders; material inaccuracy of any representation or warranty; failure to perform or observe covenants (with grace periods, as appropriate, for certain covenants); cross-default to other material indebtedness; bankruptcy and insolvency proceeding defaults (with a grace period for involuntary proceedings); monetary judgment defaults in an amount to be agreed upon; change of control; and purported revocation of any guarantee or dispute of liability thereunder.

CONDITIONS PRECEDENT:

The establishment of the Senior Credit Facility and the extension of credit thereunder will be subject to satisfaction of conditions precedent deemed appropriate by Lenders, to include, without limitation, the following:

1. The execution and delivery of the Loan Documents in form and substance mutually acceptable to Borrower and Lenders and their respective counsel.
2. Lenders' receipt of assurances, satisfactory to it, that the liens and security interests to be granted by Borrower pursuant to the Loan Documents will be first priority liens and security interest in all of the Collateral and that the Collateral is not subject to any other liens except liens specifically permitted in the Loan Documents.
3. Lenders' receipt of customary written legal opinions from Borrower's counsel regarding, among other things, the due execution, validity and enforceability of the Loan Documents and Borrower's discharge from bankruptcy.

4. No material adverse change, in the opinion of Lenders, in Borrower's assets, liabilities, business, financial condition, business prospects or results of operations.
5. The absence of any action, suit, investigation, litigation or proceeding pending or threatened in any court or before any arbitrator or governmental instrumentality that in the Administrative Agent's judgment (a) could reasonably be expected to have a material adverse effect on Borrower's assets, liabilities, business, financial condition, business prospects or results of operations or which could impair Borrower's ability to perform satisfactorily under the Senior Credit Facility or (b) could reasonably be expected to materially and adversely affect the Senior Credit Facility or the transactions contemplated thereby.
6. Borrower is in compliance with all of the terms of the Loan Documents, all of the representations and warranties thereunder are true and correct and no Event of Default exists thereunder.
7. The Administrative Agent shall have received evidence and certificates of insurance with respect to Borrower's property and liability insurance, together with a loss payable endorsement naming the Administrative Agent, on behalf of Lenders, as sole lender's loss payee, all in form and substance satisfactory to the Administrative Agent.

8. Borrower shall have obtained all governmental and third party consents and approvals as may be necessary or appropriate in connection with the Senior Credit Facility and the transactions contemplated thereby.
9. Lenders shall have completed all legal due diligence, including without limitation, review of material agreements. Susquehanna shall also have completed its review of Borrower's compliance with known industry best practices including a review Borrower's internal control policies and procedures (such as "know your customer", customer due diligence policies and employee training programs).
10. Susquehanna shall have performed customary individual background checks, the results of which are satisfactory to Susquehanna.
11. Susquehanna shall have reviewed Borrower's business plan and the results of which shall be satisfactory to Susquehanna.
12. Borrower shall have minimum availability under the Senior Credit Facility plus unrestricted cash and cash equivalents of Borrower at closing, after giving effect to the initial use of proceeds of not less than \$4,500,000.

13. The Lenders shall have received a copy of the plan of reorganization (the "Plan") and the accompanying disclosure schedules (the "Disclosure Schedules"), each in form and substance satisfactory to the Lenders. The Bankruptcy Court shall have entered a final order, in form and substance satisfactory to the Lenders, approving the Disclosure Schedules and confirming the Plan and all conditions precedent to the effectiveness of the Plan shall have been satisfied. No motion, action or proceeding shall be pending against any Borrower or any of their subsidiaries, which materially and adversely affects or may reasonably be expected to materially and adversely affect the Plan or the Senior Credit Facility.
14. Lenders shall have received audited financial statements for the fiscal year ended December 31, 2012, and such financial statements shall be satisfactory to the Lenders.
15. The Administrative Agent shall have entered into a subordination agreement with Burton Magolis, pursuant to which Burton Magolis shall agree to subordination of obligations of approximately \$2,322,000 on terms and conditions satisfactory to Burton Margolis, the Borrower and the Lenders.

CLOSING DATE: The date of closing of, and initial funding under, the Senior Credit Facility shall be on or before June 27, 2014.

GOVERNING LAW: State of Georgia

COUNSEL TO ADMINISTRATIVE AGENT: King & Spalding LLP

COUNSEL TO SUSQUEHANNA BANK: Brubaker Connaughton Goss & Lucarelli LLC

Annex I
Minimum EBITDA

Test Date	Test Period	Minimum EBITDA
June 30, 2014	2 months	\$725,000
September 30, 2014	5 months	\$1,950,000
December 31, 2014	8 months	\$2,450,000
March 31, 2015	11 months	\$3,000,000
June 30, 2015 and each quarter ending thereafter	12 months	\$3,000,000

Annex II
Minimum Fixed Charge Coverage

Test Date	Test Period	Minimum Fixed Charge Coverage
June 30, 2014	2 months	1.15 to 1.00
September 30, 2014	5 months	1.15 to 1.00
December 31, 2014	8 months	1.15 to 1.00
March 31, 2015	11 months	1.15 to 1.00
June 30, 2015 and each quarter ending thereafter	12 months	1.15 to 1.00

EXHIBIT 7.1

Executory Contracts and Unexpired Leases to be Assumed

(To Be Provided Prior to the Disclosure Statement Hearing)