

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

In re:

GENE CHARLES VALENTINE TRUST,

Debtor-in-Possession.

Bankruptcy Case No. 5:12-bk-01078

Chapter 11

[Related document No: 768, 769](#)

**MODIFIED SECOND CHAPTER 11 PLAN OF REORGANIZATION PROPOSED BY
THE DEBTOR GENE CHARLES VALENTINE TRUST, DATED ~~AUGUST 2,~~
~~2013~~MARCH 26, 2014**

GENE CHARLES VALENTINE TRUST (“Debtor”, “[Reorganized Debtor](#)”, or “Plan Proponent”), respectfully files and proposes to the creditors of the Debtor and other parties in interest the following Second Chapter 11 plan of reorganization, dated ~~August 2, 2013~~[March 26, 2014](#), (as may be further amended, the “~~Plan~~” or “[Modified Plan](#)”), which is proposed pursuant to the provisions of Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended (the “Code” or “Bankruptcy Code”).

Comment [K1]: May want to change date

**ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION**

1. For purposes of this Plan, and unless the context otherwise requires, the terms set forth below shall have the following meanings:

1.1. § 1111(b) Unsecured Claims means a Claims of certain undersecured creditors (whose value of such creditor’s collateral is worth less than the amount of the allowed debt the Debtor owes) of the Debtor if such creditor does not elect to make that certain Bankruptcy Code § 1111(b)(1)(B) election. Bankruptcy Code § 1111(b)(1)(B) provides that a secured creditor in the class of § 1111(b) Unsecured Claims, however, at or prior to the Disclosure Statement [hearing may, in writing, elect to have their unsecured claim to be treated as part of a single secured claim that is secured only to the extent of the value of such collateral and not having an unsecured claim to the extent of any deficiency](#)

1.2. 203 Richardson Property means that certain property located at 203 Richardson, Bethany, WV, including all buildings and improvements. It serves as collateral for the WesBanco Loan.

1.3. 223 Bealls Ridge Property means that certain property located at 223 Bealls Ridge, Wellsburg, WV, including all buildings and improvements. It served as collateral for the Davis & Oakes Loan.

~~1.4. 230 Hearing, may, in writing, elect to have their unsecured claim to be treated as part of a single secured claim that is secured only to the extent of the value of such collateral and not having an unsecured claim to the extent of any deficiency.~~

~~1.4. [Intentionally Deleted]~~

1.5. 24 Main Street Property means that certain property located at 24 Main Street, Wellsburg, WV, including all buildings and improvements. It serves as collateral for the McCreary Loan.

1.6. Peace Point Road Property means that property located at 230 Peace Point Road, Bethany, WV, including all buildings and improvements. This property serves as the collateral for the Bergeron Loan.

1.7. 250 Peace Point Road Property means the property located at 250 Peace Point Road, Bethany, West Virginia, including all buildings and improvements. It serves as collateral for the FNB Loan 2.

1.8. 320 Peace Point Road Property means that certain property located at 320 Peace Point Road, Bethany, West Virginia, including all buildings and improvements. It serves as collateral for the FNB Loan 1.

1.9. Actions means any and all claims, causes of action or choses in action of the Estate which are not released hereunder, whether legal, equitable or otherwise, against any other party, whether arising before or after the Petition Date, including, but not limited to, Avoidance Actions and all other claims, causes of action, choses in action, counterclaims, and cross-claims, whether arising under state or federal law.

1.10. Administrative Bar Date means the date for the filing of (i) all pre-Confirmation Date Administrative Claim applications which is the thirty (30) days following the Confirmation Order becoming a Final Order and (ii) all post-Confirmation Date, pre-Effective Date Administrative Claim applications which is 60 days after the Effective Date.

1.11. Administrative Claim means, except as otherwise specified in the Plan, a Claim for payment of an administrative expense of a kind specified in Code § 503(b) and referred to in Code § 507(a), including, without limitation, compensation for legal and other professional services rendered to or on behalf of the Estate, reimbursement of expenses awarded under Code §§ 330(a) or 331, other post-Petition Date accounts payable arising in the ordinary course of business which are accrued as of the Effective Date in accordance with generally accepted accounting principles, consistently applied, and all fees and charges assessed against the Estate pursuant to 28 U.S.C. § 1930, including, without limitation, the United States Trustee Fees and the fees to the Clerk of Court.

1.12. Allowed Claim means a Claim against the Debtor, to the extent that a proof of claim (i) was filed with the Court and no objection to the Claim is filed within the time

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fixed either by the Court or this Plan for such objections, or (ii) is deemed filed pursuant to Code § 1111(a) and no objection to the Claim is filed within the time fixed either by the Court or this Plan for such objections, (iii) is, or is deemed to be, an Allowed Claim pursuant to a Final Order or this Plan, or (iv) a claim is listed in the Schedules as other than “contingent, unliquidated or disputed”. A Claim that appears on the Schedules as “disputed”, “contingent”, or “unliquidated” and for which a proof of claim has not been filed is deemed to be a disallowed Claim.

1.13. Allowed IRS Priority Tax Claim means all or that portion of any Priority Tax Claim that is or has become an Allowed Claim, excluding any Tax Penalty Claim asserted by the Internal Revenue Service.

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1.14. Allowed Priority Claim means all or that portion of any Priority Claim that is or has become an Allowed Claim, other than an Allowed Priority Tax Claim or Allowed Tax Penalty Claim.

1.15. Allowed Priority Tax Claim means all or that portion of any Priority Tax Claim that is or has become an Allowed Claim, excluding any Tax Penalty Claim asserted by any taxing authority, West Virginia State Tax Department, or the Internal Revenue Service.

1.16. Allowed Professional Fees means all or the portion of an Administrative Claim for Professional Fees that is allowed by the Court for payment by the Debtor or Reorganized Debtor.

1.17. Allowed Unsecured Claim means all or that portion of any Unsecured Claim that is or has become an Allowed Claim, including any Tax Claim that is not a Priority Tax Claim.

1.18. Allowed WVSTD Priority Tax Claim means all or that portion of any Priority Tax Claim that is or has become an Allowed Claim asserted by the West Virginia State Tax Department.

1.19. Aspen Manor Assets means the Aspen Manor Resort and its surrounding parcels of land and properties, minerals, improvements, personal property, the Aspen Manor Subsurface Assets, as well as all rents and profits thereof. These serve as collateral for the CFL Loan.

1.20. Aspen Manor Resort means that certain active event venue and bed and breakfast resort located in Wellsburg, West Virginia.

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Aspen Manor Subsurface Assets means the Debtor's **1.20(a) Aspen Manor Sale Proceeds** shall means the substantial, confidential sum of money received from Bounty Minerals Acquisition II, LLC on or before June 30, 2014 (the "Closing Date") as consideration for the Aspen Manor Subsurface Assets purchased by Bounty Minerals Acquisition II, LLC from the Debtor. With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date (i) pay the Class 3 (Catholic Financial Life Secured Claim) in full; (ii)

pay all unpaid pre-Effective Date Administrative Claims, including but not limited to legal and other professional services rendered to or on behalf of the Estate and outstanding United States Trustee Fees; (iii) cure the arrearages for any and all outstanding Plan payments that have not been timely made pursuant to the terms of the Old Plan; and (iv) fund the Post-Effective Date Administrative Claims Reserve. Any remaining Aspen Manor Sale Proceeds shall be provided to the Reorganized Debtor to use as its wishes so long as Plan payments are current. The sale of the Aspen Manor Subsurface Asset shall be deemed to be made under the Modified Plan and shall not be subject to transfer taxes as set forth in section 12.7 of this Plan.

1.21. Aspen Manor Subsurface Assets means the Debtor's extensive subsurface oil, gas and mineral rights underneath numerous parcels of its property on or near the Aspen Manor Resort. The Reorganized Debtor shall sell the Aspen Manor Subsurface Assets to Bounty Minerals Acquisition II, LLC under this Plan by the Closing Date for a substantial confidential sum of money.

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1.22. Assets means all property, owned by the Debtor on the Petition Date, of any nature whatsoever, real or personal, tangible or intangible, including but not limited to the Personal Property, and the Actions, but excluding any and all property which is either not property of the Estate under Code § 541, and except the Debtor's Peace Point Subsurface Assets sold at the Auction.

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1.23. Auction means the Debtor's public auction of the Debtor's Peace Point Subsurface Assets located underneath the Debtor's Peace Point Farms Equestrian Center and its surrounding parcels that took place on March 8, 2013. Bounty Minerals, LLC was the successful bidder. The Debtor received \$5,125,415.22 from Bounty Minerals, LLC, on March 15, 2013.

1.24. Auction Proceeds means the \$5,125,415.22 received from Bounty Minerals, LLC on March 15, 2013 as consideration for the Peace Point Subsurface Assets purchased by Bounty Minerals, LLC from the Debtor at the Auction, less costs of the Auction for a net of \$5,100,000.00. The Debtor and Reorganized Debtor shall pay the net Auction Proceeds of \$5,100,000.00 to pay to Class 1 (the USDA and Gulf Coast Secured Claim) within ten (10) days of the Effective Date of the Plan.

1.25. Avoidance Action means any claim or cause of action of the Debtor or its Estate that is or may be the subject of an adversary proceeding under §§ 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, or 553 of the Bankruptcy Code or other applicable law that have not been deemed settled or released by the Plan.

1.26. Bar Date means December 24, 2012.

1.27. Bankruptcy Rules mean the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of the Court, as applicable and in force at the commencement of this Debtor's Case and amended from time to time.

1.28. Bergeron Loan means that loan made by Mr. Bergeron to the Debtor on

or about December 14, 2007, in the original principal amount of approximately \$31,000.00 with 6.5% fixed annual interest, as evidenced by that certain Real Estate Sales Contract, and its Schedule A, and a Deed of Trust for the purposes of financing the Debtor's purchase of the 230 Peace Point Road Property. The Bergeron Loan is secured by first priority Lien and security interest in the 230 Peace Point Road Property.

1.29. Bergeron Loan Documents means the documents evidencing the Bergeron Loan.

1.30. Business Day means any day, except Saturday, Sunday, Memorial Day or any other day on which national commercial banks in the State of West Virginia are closed.

1.31. Camden Indemnity means Camden Indemnity Limited (a temporarily dormant, captive insurance company).

1.32. Case means the within bankruptcy case commenced by the Debtor by virtue of the filing of a petition for relief under Chapter 11 of the Code on the Petition Date.

1.33. Cash or Cash Payment means all cash and cash equivalents, including, but not limited to, bank deposits, checks and other similar items in whatever form, wherever located, and by whomsoever held.

1.34. Chesapeake means Chesapeake Appalachia LLC.

1.34.(a) Chesapeake Claim means the allowed unsecured claim of Chesapeake in the amount of \$235,000.

1.35. CIII means CIII Asset Management LLC. As special servicer for the Morgan Stanley Trust, CIII asserts that it has full power and authority to service and administer the Westlake Loan on behalf of the Morgan Stanley Trust.

1.36. CFL means Catholic Financial Life.

1.37. CFL Loan means that secured loan made pursuant to a certain Promissory Note executed by Gene Charles Valentine and the Debtor on November 29, 2006, as amended January 25, 2012, and delivered to CFL, in which CFL agreed to lend the sum of \$1,900,000.00 for the purposes of funding relating to acquisition and operation of Aspen Manor Resort in Wellsburg, West Virginia. The term of the CFL Loan was for a period of six (6) years with interest accruing on annual basis at the fixed per annum rate of 7.5%. The Debtor has been making monthly payments in the amount of approximately \$10,788.00. The CFL Loan was secured by a (1st position) Deed of Trust on the Aspen Manor Assets. The CFL Loan has matured.

1.38. CFL Loan Documents means the documents evidencing the CFL Loan.

1.39. Claim means, as against the Estate, whether incurred prior to or after the Petition Date: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured or as otherwise defined in Code § 101(5).

1.40. Class means each class of Claims or Interest established pursuant to Article II of this Plan.

1.40.1. Closing Date shall mean the date that the Reorganized Debtor shall sell the Aspen Manor Subsurface Assets to Bounty Minerals Acquisition II, LLC under this Plan, which should be on or about June 30, 2014, for a substantial confidential sum of money.

1.41. CMCV means the law firm of Cassidy Myers Cogan & Voegelin, L.C.

1.42. Code or Bankruptcy Code means title 11 of the United States Code, 11 U.S.C. §§ 101-1330 as may be amended from time to time.

1.43. Collateral means any property or interest in property of the Estate or the Debtor subject to a Lien to secure a Claim to the extent such Lien is not subject to avoidance under the Bankruptcy Code or such avoidance has been settled by this Plan, nor otherwise invalid under the Bankruptcy Code or applicable state law.

1.44. Confirmation Date means the date on which the Clerk of the Court enters the Confirmation Order on the docket in the Case.

1.45. Confirmation Hearing means the hearing ~~scheduled by on August 2, 2013~~ when the Court ~~to consider confirmation of confirmed~~ the ~~Old~~ Plan pursuant to Code § 1129, ~~as such hearing may be adjourned or continued from time to time.~~

1.46. Confirmation Hearing Date means the ~~July 22, 2013~~ date set by the Court for the commencement of the Confirmation Hearing, ~~as may be adjourned or continued from time to time.~~

1.47. Confirmation Order means the order of the Court confirming the Plan, ~~as modified herein~~, pursuant to Code § 1129.

1.48. Court means the United States Bankruptcy Court for the Northern District of West Virginia or such other court having jurisdiction over the Case.

1.49. [INTENTIONALLY DELETED]

1.50. Davis & Oakes Loan means that certain loan made in conjunction with a

land contract, on or about September 27, 2006, by Jim Davis and Shirley Oakes to the Debtor and Gene Charles Valentine in the original principal amount of \$60,000.00 with 5.0% fixed annual interest for a 5-year period, with a maturity date of September 1, 2011, as evidenced by a Note and Deed of Trust. The Davis & Oakes Loan was secured by first priority Lien and security interest in the 223 Bealls Ridge Property. The land contract was cancelled and the Davis & Oakes Loan terminated. Jim Davis and Shirley Oakes no longer have a right to seek payment from the Debtor in respect of the Davis & Oakes Loan. Jim Davis and Shirley Oakes are no longer creditors of the Debtor.

1.51. Davis & Oakes Loan Documents means the documents evidencing the Davis & Oakes Loan.

1.52. Debtor means Gene Charles Valentine Trust.

1.53. Disbursing Agent means the Reorganized Debtor who shall effectuate this Plan and hold and distribute consideration to be distributed to holders of Allowed Claims pursuant to the provisions of the Plan and Confirmation Order.

1.54. Disclosure Statement means that certain ~~[MODIFIED]~~ Disclosure Statement, dated June 19, 2013, as may be amended, filed by the Plan Proponent in respect of ~~this the Old~~ Plan, as may be amended, and approved by the Court on June 17, 2013, as containing adequate information pursuant to Code § 1125.

1.55. Disputed Claim means any Claim, or portion thereof, for which no Final Order has Allowed or disallowed such Claim or portion thereof and as to which (i) a proof of claim has been filed in an unliquidated amount; (ii) an objection, or request for estimation, has been filed (and not withdrawn) by any party in interest; or (iii) an Adversary Proceeding has been commenced to determine the extent priority or validity of the Claim or to subordinate the Claim or (iv) an Avoidance Action has been commenced and the avoided amount has not been paid to the Debtor. In the event that any part of a Claim is disputed, such Claim in its entirety shall be deemed to constitute a Disputed Claim for purposes of distribution under this Plan unless the Plan Proponent and the Holder thereof agree otherwise. Without limiting any of the above, a Claim that is the subject of a pending application, motion, complaint or any other legal proceeding seeking to disallow, subordinate or estimate such Claim shall be deemed to constitute a Disputed Claim.

~~**1.56. Effective Date** means first Business Day of the month following Twenty-Five (25) days after the Confirmation Order becomes a Final Order. However, at the option of the Debtor, 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.~~

1.56. Effective Date means August 27, 2013.

1.57. Equestrian Center shall mean the Peace Point Equestrian Center located at 100 Peace Point Road in Bethany, West Virginia and owned and operated by PPFEF.

1.58. Estate means the estate of the Debtor within the meaning of Code § 541.

1.59. Farmer Mac means the Federal Agricultural Mortgage Corporation.

1.60. Final Order means an order or judgment (i) as to which the time to appeal, petition for certiorari or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari or other proceedings for reargument or rehearing shall then be pending; or (ii) as to which any right to appeal, move for a stay pending appeal, petition for certiorari, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Plan Proponent or, (iii) in the event that an appeal, writ of certiorari or reargument or rehearing thereof has been sought, such order shall have been denied by the highest court to which such order was appealed, or certiorari reargument or rehearing shall have been taken and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rules 9023 or 9024 may be filed with respect to such order shall not cause such order not to be a Final Order.

1.61. FNB means First National Bank.

1.62. FNB Loan 1 means that certain loan made by FNB on or about September 23, 2003, to the Debtor and Gene Charles Valentine in the original principal amount of \$61,600.00 with 6.5% adjustable annual interest for a 20-year period, as evidenced by an Adjustable Note and a Deed of Trust. The FNB Loan 1 is secured by first priority Lien and security interest in the 320 Peace Point Road Property.

1.63. FNB Loan 1 Documents means the documents evidencing the FNB Loan 1.

1.64. FNB Loan 2 means that certain loan made on or about May 12, 2004, FNB made a loan to the Debtor and Gene Charles Valentine in the original principal amount of \$63,840.00 with 6.0% adjustable annual interest for a 20-year period, as evidenced by an Adjustable Note and a Deed of Trust. The FNB Loan 2 is secured by first priority Lien and security interest in the 250 Peace Point Road Property.

1.65. FNB Loan 2 Documents means the documents evidencing the FNB Loan 2.

1.66. FNB Loan 3 means that certain loan made on or about August 10, 2001, by FNB to the Debtor and Gene Charles Valentine in the original principal amount of \$220,000.00 with 7.75% adjustable annual interest for a 20-year period, as evidenced by an Adjustable Note and a Deed of Trust. The FNB Loan 3 is secured by first priority Lien and security interest in the FNB Loan 3 Properties.

1.67. FNB Loan 3 Documents means the documents evidencing the FNB Loan

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1.68. FNB Loan 3 Properties means those two properties located at 200 Main Street, Bethany, WV and 7199 Baptist Rd, Bethel Park, PA 15102, including all buildings and improvements.

1.69. [intentionally deleted]

1.70. [intentionally deleted]

1.71. Gene Charles Valentine means that certain individual who serves as the Grantor, Trustee, and sole-lifetime beneficiary of the Gene Charles Valentine Trust.

1.72. Gulf Coast shall mean Gulf Coast Bank and Trust Company.

1.73. Gulf Coast Loans means those certain promissory notes executed and delivered to Ameribank, Inc.: (i) on October 4, 2005, by the Debtor, Gene Charles Valentine, and PPFEF (as co-borrowers) in the amount of \$3,960,000 (Loan 807) and in the amount of \$990,000 (Loan 808) and secured by the Debtor's Peace Point Assets and other collateral as well as the personal guarantee of Gene Charles Valentine, and (ii) on September 25, 2006, by the Debtor, Gene Charles Valentine and PPFEF for a line of credit in the original amount of \$500,000 (Loan 860) also secured by the Debtor's Peace Point Assets and other collateral as well as the personal guarantee of Gene Charles Valentine.

Loan 807 was guaranteed by the USDA. Ameribank, Inc. was closed on September 19, 2008, and the Federal Deposit Insurance Corporation (the "FDIC") was appointed as its receiver. The USDA paid its guarantee and now holds Loan 807. The FDIC offered Loan 808, Loan 860, and the servicing rights and responsibilities for Loan 807 for sale through The Debt Exchange Inc. ("DebtX") and Gulf Coast was the successful bidder. Gulf Coast now holds Loan 808, Loan 860, and the servicing rights and responsibilities for Loan 807.

Prior to the Petition Date and pursuant to the Gulf Coast Loan Documents, Gulf Coast for itself and as servicer for the USDA had accelerated the maturity of the Gulf Coast Loans and demanded payment in full. Loans 807, 808, and 860 are each demand notes. The foreclosure sale was stayed by the Debtor's filing this Bankruptcy Case.

The Debtor scheduled the USDA as holding a contingent, unliquidated, and disputed secured claim against the Debtor's Estate in the amount of \$3,900,000.00. The Debtor scheduled Gulf Coast as holding (2) two contingent, unliquidated, and disputed secured claims against the Debtor's Estate in the amount of \$500,000.00 and \$900,000.00. A timely Proof of Claim was filed by Gulf Coast, as servicer, on behalf of USDA and on behalf of itself (assigned Claim #6), asserting what appears both a fully secured claim and partially secured claim against the Debtor's Estate in the amount of \$6,673,467.00, of which \$3,673,467.00 Gulf Coast asserted it is unsecured, with the remaining \$3 million balance being secured.

1.74. Gulf Coast Loan Documents means the documents evidencing the Gulf Coast Loans. The Promissory Notes evidencing Loans No. 807, No. 808 and No. 860 were secured by a Deeds of Trust and Fixture Filing, a Commercial Security Agreement, and a Commercial Guaranty Agreement (executed by Gene Valentine only).

1.75. Hilltop Property means that certain commercial building located at 2478 Oglebay Drive, Wheeling, WV. This property serves as collateral for the MSB Loan.

1.76. Holder means the beneficial owner or holder of any Claim or Interest also sometimes referred to as a "Claim Holder" or "Interest Holder".

1.77. IRS means Internal Revenue Service.

1.78. Lien means a "lien" as defined in Code § 101(37).

1.79. Litigation Settlement Claimants means the litigation settlement Claimants who are entitled to settlement payments arising out of the settlement of certain pre-petition litigation matters involving the Debtor, Gene Charles Valentine and one of the Debtor's entities. The Debtor's Schedules disclose that these settlement payment amounts are confidential. Mr. Valentine and the Debtor are both primarily liable for the payment of these settlements. To date, the Debtor has timely made all such settlement payments to the Litigation Settlement Claimants. The Claims of the Litigation Settlement Claimants are unsecured.

1.80. McCreary Loan means that certain loan made on or about May 5, 2008, by Richard McCreary to the Debtor and Gene Charles Valentine in the original principal amount of \$45,000.00 with 4.0% fixed annual interest for a 20-year period with a 5-year balloon payment, as evidenced by an Offer to Purchase and Agreement of Sale. The McCreary Loan is secured by first priority Lien and security interest in the 24 Main Street Property.

1.81. McCreary Loan Documents means the documents evidencing the McCreary Loan.

1.82. Modification Hearing means the hearing set by the Court for the determination by the Court of whether the modifications to the Old Plan shall be approved pursuant to Code §1127.

1.83. Modification Date means the date when the Modification Order becomes a Final Order.

1.84. Modification Order means the order of the Court approving the modification of the Old Plan and approving this Plan pursuant to Code §1127.

~~1.82-1.85.~~ **MSB** means Main Street Bank.

~~1.83.~~1.86. **MSB Loan** means that certain loan executed on or about November 1, 2001, by MSB to the Debtor and Gene Charles Valentine in the original principal amount of \$122,500.00 plus interest for a 5 year period for the purpose of acquiring the Hilltop Property, as evidenced by a Note and Deed of Trust (dated November 1, 2001). On or about April 17, 2012, MSB refinanced the loan for the original principal amount of \$530,000.00 as evidenced by a Promissory Note, Commercial Security Agreement, Commercial Loan Agreement, Guaranty (Mr. Valentine only), and Deed of Trust. The MSB Loan is secured by first priority Lien and security interest in the Hilltop Property, including all accounts, rights to payment, inventory, equipment, deposits there from, etc. The term of the MSB Loan was for a period of approximately (30) years due date of December 17, 2030, with interest accruing on annual basis at the fixed rate of 4.5%. The Debtor currently is making monthly payments in the amount of \$3,520.06.00.

~~1.84.~~1.87. **MSB Loan Documents** means the documents evidencing the MSB Loan, as originally executed and as refinanced on April 17, 2012.

~~1.85.~~1.88. **Nonmonetary Loss** means actual pecuniary losses suffered by the USDA and Gulf Coast arising from the failure of the Debtor to perform a nonmonetary obligation, if any, pursuant to the terms of the Gulf Coast Loans.

1.89. Old Plan means the Modified Second Chapter 11 Plan of Reorganization Proposed by the Debtor Gene Charles Valentine Trust, Dated August 2, 2013 confirmed by the Court by the Confirmation Order.

~~1.86.~~1.90. **Peace Point Assets** means the Debtor's Peace Point Equestrian Center and its surrounding parcels of land, as well as all collateral types including equipment, inventory, chattel paper, accounts, general intangibles, fixtures, standing timber, deposit accounts, investment property, and mineral, oil, and gas (Peace Point Subsurface Assets) as well as all right, title, and interest in and to all present and future leases of the property and all rents from the property. These assets serve as collateral for the Gulf Coast Loans.

~~1.87.~~1.91. **Peace Point Chesapeake Leases** means those certain oil and gas leases dated February 28, 2008, by and between Chesapeake, for the drilling and extracting of the Peace Point Subsurface Assets.

~~1.88.~~1.92. **Peace Point Subsurface Assets** means the Debtor's extensive subsurface oil, gas and mineral rights underneath numerous parcels of its property on or near the Peace Point Equestrian Center. Pre-Petition Date, the Debtor entered into oral or written agreements for the exploration and drilling and/or extraction of such assets. The Peace Point Subsurface Assets were sold at a public Auction that took place on March 8, 2013, to Bounty Minerals, LLC, as the successful bidder. The Debtor received \$5,125,415.22 as consideration for the Peace Point Subsurface Assets on March 15, 2013. The sale of the Peace Point Subsurface Assets shall be deemed to be made under this Modified Plan and shall not be subject to transfer taxes as set forth herein in Plan, Section 12.7.

~~1.89.1.93.~~ **Person** shall have the same meaning as provided in Code § 101(41).

~~1.90.1.94.~~ **Personal Property** means all of the Debtor's personal property as scheduled on Schedule B of the Debtor's official schedules as amended.

~~1.91.1.95.~~ **Petition Date** means August 9, 2012.

~~1.92.1.96.~~ **Plan Proponent** means Gene Charles Valentine Trust.

~~1.93.1.97.~~ **Plan Supplement** means the additional documents filed with the Court by the Plan Proponent on or before the commencement of the Confirmation Hearing supplementing the provisions of the Plan as provided for in the Plan.

1.92.1 Post-Effective Date Administrative Claims Reserve means that certain reservation in the amount of One-Hundred Fifty-Thousand Dollars (\$150,000) for the payment of Professional Fees of the Reorganized Debtor's professionals which have accrued post-Effective Date, but which have not yet been paid to be held in the IOLTA account of the Reorganized Debtor for payment of post-Effective Date Professional Fees of the Reorganized Debtor.

~~1.94.1.98.~~ **PPFEF** shall mean Peace Point Farms Equestrian Facility, LLC. PPFEF owns and operates the Peace Point Equestrian Center. The Debtor owns a 98% interest in PPFEF with the other ownership interests being held by Joanne Valentine (1%) and Suzanne Martis (1%).

~~1.95.1.99.~~ **Priority Claim** means any Claim which may be validly asserted pursuant to Code § 507(a) other than an Administrative Claim, Priority Tax Claim, or Tax Penalty Claim.

~~1.96.1.100.~~ **Priority Tax Claim** means any Claim which may be validly asserted by federal, state or local governmental tax authorities pursuant to Code § 507(a)(8).

~~1.97.1.101.~~ **Professional Fees** means Claims by professional persons employed pursuant to Code §§ 327 and 1103 for compensation and reimbursement of expenses pursuant to Code §§ 330 and 331 or other provisions of the Code or fees and costs of the Reorganized Debtor incurred post-Effective Date.

~~1.98.1.102.~~ **Quarterly Fees** means the sums that the Debtor ~~is~~ Reorganized Debtor are required to pay to the United States Trustee pursuant to 28 U.S.C. § 1930(a)(6).

~~1.99.1.103.~~ **Rejection Claim** means any Claim, proof of which is timely filed, arising under Code § 502(g) as a result of the rejection of an executory contract or unexpired lease.

~~1.100~~1.104. **Rejection Claims Bar Date** means the date by when any party to a rejected executory contract and/or unexpired lease must file a Rejection Claim within thirty (30) days of the Confirmation Date.

~~1.101~~1.105. **Reorganized Debtor** shall means the Debtor once the Effective Date occurs under this Plan.

1.106. Sale Motion means the Motion of Reorganized Debtor for the Entry of an Order (I) Further Modifying the Modified Second Chapter 11 Plan of Reorganization Proposed by the Debtor Gene Charles Valentine Trust, Dated August 2, 2013, (II) Authorizing the Sale of the Debtor's Aspen Manor Subsurface Assets Pursuant To 11 U.S.C. §§ 105, 363, 1123(A)(5)(D) and Fed. R. Bank. P. 6004 under Modified Plan and (III) Extending Automatic Stay to Reorganized Debtor, Gene Valentine, And Peace Point Farms Equestrian Facility, LLC until Such Sale Pursuant to 11 U.S.C. § § 105(A) and 362 filed by the Reorganized Debtor.

1.107. Sale Order means the order of the Court approving the sale of the Aspen Manor Subsurface Assets pursuant to the Sale Motion.

~~1.102~~1.108. **Schedules** mean the Debtor's schedules of assets and liabilities and statement of financial affairs, as amended from time to time, filed by the Debtor with the Court pursuant to Bankruptcy Rule 1007.

~~1.103~~1.109. **Secured Claim** means the portion of any Claim determined in accordance with §§ 506(a) and 1111(b) of the Bankruptcy Code, as of the Confirmation Date, that is (a) secured by a valid, perfected and unavoidable Lien, to the extent of the value of the Holder's interest in the Debtor's interest in the Collateral or the extent of the Holder's Claim if Class 18 has elected treatment under § 1111(b)(1)(B) of the Bankruptcy Code (b) subject to offset under § 553 of the Bankruptcy Code, to the extent of the amount subject to offset.

~~1.104~~1.110. **Tax Penalty Claim** means any Claim arising from or based upon interest, penalties, or additions attributable to or imposed on or with respect to one or more assessments of Taxes.

~~1.105~~1.111. **Taxes** means all taxes, charges, fees, levies, or other assessments by any federal, state, local or foreign taxing authority, including, without limitation, income, excise, property, sales, transfer, use and occupancy, business privilege, net profits, occupation, intangible and withholding taxes, license, severance, and franchise taxes, excluding any interest, penalties or additions attributable to or imposed by the West Virginia Department of Revenue or the Internal Revenue Service on or with respect to such taxes, charges, fees, levies or other assessments. This definition shall not preclude the Debtor or the Plan Proponent from any right to object to any other or further Claim either timely or tardily filed by any claimant for any Taxes which includes a claim for interest or penalties or additions attributable thereto.

~~1.106~~1.112. **United States Trustee Fees** means the Quarterly Fees.

~~1.107~~1.113. **Unclaimed Property** means any distributions to creditors that are unclaimed, including, without limitation, (i) Cash and checks (and the funds represented thereby) that have been mailed to creditors and returned as undeliverable without a forwarding address; and (ii) checks (and the funds, represented thereby) that were not mailed or delivered because of the absence of a proper address to which to mail or deliver such property.

~~1.108~~1.114. **Unsecured Claim** means any Claim, whether or not disputed, liquidated or contingent, which is not an Administrative Claim, a Priority Claim, a Priority Tax Claim, Litigation Settlement Claim, § 1111(b) Unsecured Claims, Gene Charles Valentine Claim, or a Secured Claim.

~~1.109~~1.115. **U.S. Bank** means the U.S. Bank, National Association, successor in interest to Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as Trustee for the Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-TOP21 (the "Morgan Stanley Trust"). The Westlake Note was allegedly assigned from the Wells Fargo Bank, National Association, as Original Lender to LaSalle Bank National Association, as Trustee for the Morgan Stanley Trust, pursuant to an endorsement to the Note, and then was subsequently, allegedly assigned to U.S. Bank, as Trustee to the Morgan Stanley Trust, by Bank of America, N.A., as successor-by-merger to LaSalle. The Morgan Stanley Trust asserts that it is the purported current holder of and beneficiary under the Westlake Loan Documents.

~~1.110~~1.116. **USDA** shall mean the United States Department of Agriculture.

~~1.110~~116(a). **USDA and Gulf Coast Claim** means a Claim asserted by the USDA and Gulf Coast arising out of Loan Nos. 807, 808, and 860 of the Gulf Coast Loans.

~~1.111~~1.117. **USDA Damages** means damages, to the extent the Bankruptcy Court determines (or the parties agree) that either Gulf Coast or the USDA is or both are entitled under the USDA Loan Documents additional charges, fees, and other damages and reimbursement of reasonable cost, expenses and attorneys' fees upon the deceleration and reinstatement of Loan No. 807.

~~1.112~~1.118. **USDA Loan** means Loan No. 807 of the Gulf Coast Loans.

~~1.113~~1.119. **USDA Loan Documents** means the documents evidencing Loan No. 807.

~~1.114~~1.120. **Voting Deadline** means the date set by the Court as the last date for receipt of ballots for acceptance or rejection of the Plan.

~~1.115~~1.121. **WesBanco Loan** means that certain loan executed on or about September 22, 2000, by WesBanco to the Debtor in the original principal amount of \$60,000.00

with 10.5% fixed annual interest for a 20-year period, with a maturity date of September 22, 2020, as evidenced by an Adjustable Rate Note and Deed of Trust. The WesBanco Loan is secured by first priority Lien and security interest in the 203 Richardson Property.

~~1.116,1.122.~~ **WesBanco Loan Documents** means the documents evidencing the WesBanco Loan.

~~1.117,1.123.~~ **Westlake Property** means an office building, commonly known as 4510 E. Thousand Oaks Blvd., West Lake Village, California that serves as collateral for the Westlake Loan. The Debtor owns a 50% undivided interest in the Westlake Property.

~~1.118,1.124.~~ **Westlake Loan** means that certain loan executed on or about August 19, 2005, by Wells Fargo Bank, National Association, as Original Lender, by the Debtor and the John N. Valentine Trust in the original principal amount of \$1,750,000.00, as evidenced by a Promissory Note Secured by Security Interest dated as of August 19, 2005 for the purposes of financing the Westlake Property. The term of the Westlake Loan was for a period of ten (10) years with interest accruing on annual basis at the variable rate of 5.47% (as of the Petition Date). The Westlake Loan is secured by, among other things, a Deed of Trust and Absolute Assignment of Rents and Leases and Security Agreement dated as of August 19, 2005 on the Westlake Property, which created a valid and perfected first priority Lien and security interest in the Westlake Property, and of its Westlake Rents.

~~1.119,1.125.~~ **Westlake Loan Documents** means all documents evidencing the Westlake Loan.

~~1.120,1.126.~~ **Westlake Rents** means all rents, leases, issues, deposits and profits from the Westlake Property.

~~1.121,1.127.~~ **WSJ Prime** means Prime Rate for lending as published on a daily basis in the Wall Street Journal.

~~1.122,1.128.~~ **WVSTD** means the West Virginia State Tax Department.

~~1.123,1.129.~~ **Rules for Interpreting Undefined Terms.** All terms used in this Plan and not defined herein but that are defined in the Code shall have the respective meanings assigned to such terms in the Code. All terms used in this Plan and not defined herein or in the Code but that are defined in the Bankruptcy Rules shall have the respective meanings assigned to such terms in those rules.

~~1.124,1.130.~~ **Rules of Construction.** The words "herein," "hereof" and "hereunder" and other words of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan unless the context requires otherwise. Whenever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender include the masculine, feminine and the neuter.

ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS

The Holders of Claims and Interest are classified under the Plan, as follows:

2. **Unclassified Claims**. Administrative Claims and Priority Tax Claims shall be treated in accordance with the Plan, but are not required to be classified pursuant to Code § 1123(a)(1).

2.1. **Class 1** shall consist of all claims held by Gulf Coast and the USDA arising from the Gulf Coast Loans or as a result of any other Allowed Claims of Gulf Coast and the USDA or either of them.

2.2. **Class 2** [INTENTIONALLY DELETED].

2.3. **Class 3** shall consist of the Catholic Financial Life Claim.

2.4. **Class 4** shall consist of the U.S. Bank Claim.

2.5. **Class 5** shall consist of Main Street Bank Claim.

2.6. **Class 6** shall consist of the First National Bank – Loan 1 Claim.

2.7. **Class 7** shall consist of the First National Bank – Loan 2 Claim.

2.8. **Class 8** shall consist of the First National Bank – Loan 3 Claim.

2.9. **Class 9** shall consist of the Richard McCreary Claim.

2.10. **Class 10** shall consist of the Jim Davis and Shirley Oakes Claim.

2.11. **Class 11** shall consist of the WesBanco Claim.

2.12. **Class 12** shall consist of the Mark Bergeron Claim.

2.13. **Class 13** shall consist of the Priority Claims-Non-Tax Claims.

2.14. **Class 14** shall consist of the Unsecured Creditors.

2.15. **Class 14a** shall consist of the Chesapeake Claim.

2.16. **Class 15** shall consist of the Interest Holders of the Debtor.

2.17. **Class 16** shall consist of the Litigation Settlement Claimants.

2.18. **Class 17** shall consist of the Gene Charles Valentine Claim.

2.19. **Class 18** shall consist of the § 1111(b) Unsecured Claims.

ARTICLE III
IDENTIFICATION OF CLASSES OF CLAIMS THAT
ARE AND ARE NOT IMPAIRED UNDER THE PLAN

3. **Classes Of Claims Not Impaired or Deemed to Reject.** Claims and Interests in Classes 5, 6, 7, 8, 9, 10, 11, 12, 13, and 15 are not impaired under the Plan. Solicitation of acceptance with respect to Classes 5, 6, 7, 8, 9, 10, 11, 12, 13, and 15 are not required under Code § 1126(f).

3.1. **Impaired Classes Of Claims And Interests.** Claims in Classes 1, 3, 4, 14, 14a, 16, 17, 18 are impaired and are entitled to vote on the Plan.

3.2. **Impaired Classes To Vote.** Only those Classes holding impaired Claims shall be entitled to vote as a Class to accept or reject the Plan. In the event of a cram-down pursuant to 11 U.S.C. § 1129, Mr. Valentine's vote as a holder of the Class 17 shall not be counted for that purpose because Mr. Valentine is an "insider" of the Debtor.

3.3. **Acceptance By Class Of Creditors.** A Class of Claims shall have accepted the Plan if the Plan is accepted by Holders in such Class that hold at least two-thirds of the aggregate dollar amount and more than one-half in the number of the Allowed Claims of creditors of such class that vote to accept or reject the Plan. Creditors holding Claims in more than one Class may vote in each class by casting separate ballots in each such Class (unless the Class has elected treatment of their Allowed Unsecured Claim as a Secured Claim under § 1111(b)(2) of the Code).

3.4. **One Vote Per Holder.** If a Holder of a Claim holds more than one Claim in any one Class, all Claims of such Holder in such Class shall be aggregated and deemed to be one Claim for purposes of determining the number and amount of Claims in such Class voting on this Plan.

ARTICLE IV
TREATMENT OF CLAIMS AND INTERESTS

The treatment of and consideration to be received by Holders of Allowed Claims and Interests pursuant to this Article IV shall be in full satisfaction, settlement and release of such Holder's respective Claims against the Estate. The rights of Holders with respect to their Claims and Interests following the Confirmation Date shall arise exclusively under the Plan and Confirmation Order and any documents or instruments entered into in connection therewith.

4.1 **Unclassified Claims.**

4.1.1. **Allowed Administrative Claims.** Each Holder of an Allowed Administrative Claim, including Debtor's counsel and co-counsel and the accountants for the Debtor, shall be paid his or her Allowed Administrative Claims in Cash in full on the Effective Date, unless the Holder of such Allowed Administrative Claim agrees to be treated differently. All post-Confirmation, pre-Effective Date Administrative Claims shall be paid in full by the Reorganized Debtor in Cash within thirty (30) days after such Claim becomes an Allowed Administrative Claim, unless the Holder of such Allowed Administrative Claim agrees to be treated differently. Debtor is not aware of any other Allowed Administrative Claims. However, any such other Claims that may exist shall be paid in full on the Effective Date, unless the Holder agrees to different treatment. In the event that any Administrative Claim is a Disputed Claim on the Effective Date, such Claim, or any portion thereof, shall be paid in full in Cash within thirty (30) days after such Claim becomes an Allowed Administrative Claim, unless the Holder of such Allowed Administrative Claim agrees to be treated differently. Such disputed amounts (or amounts pending allowance by the Court) shall be reserved by the Reorganized Debtor until the dispute is resolved.

The Confirmation of the Plan will impose the Administrative Bar Date requiring the filing of (i) all pre-Confirmation Date Administrative Claim applications and (ii) all post-Confirmation Date, pre-Effective Date Administrative Claim applications.

The estimated aggregate amount of all pre-Effective Date Allowed Administrative Claims of the Debtor's counsel, co-counsel and accountants (principally professionals' fees) is expected to be approximately \$275,000.00 on the Effective Date.

With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date (i) pay all unpaid pre-Effective Date Administrative Claims, including but not limited to legal and other professional services rendered to or on behalf of the Estate and outstanding United States Trustee Fees; and (ii) fund the Post-Effective Date Administrative Claims Reserve in the amount of One-Hundred Fifty Thousand Dollars (\$150,000) for the payment of Professional Fees which have accrued post-Effective Date, but which have yet not been allowed and/or paid.

4.1.2. **Allowed Priority Tax Claims.** The Debtor believes that there are only two Allowed Priority Tax Claims against the Debtor. On the Petition Date, the Debtor listed a claim of the IRS in the amount of \$310,000.00 arising out of tax liability from 2011. The IRS did not file a Proof of Claim by the Bar Date. Pre-Petition, the Debtor's revenues, expenses, and losses have been reported in combination with Mr. Valentine's income, revenue, expenses and losses as a single taxpayer. During the pendency of this Chapter 11 Case, Mr. Valentine has paid down this pre-Petition tax liability to the IRS. The Debtor believes that \$75,000.00 of such 2011 tax liability is still due and owing and will be paid by Mr. Valentine. In respect of the tax period ending 2012, however, the Debtor and/or Mr. Valentine believe that there will be a federal tax liability in the approximate amount of \$645,000.00. For the purposes of this Plan, the pre-

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petition Allowed IRS Priority Tax Claim shall be in the amount of \$462,000.00 (\$387,000.00 plus (+) \$75,000.00. Pursuant to an agreement with the IRS, Mr. Valentine personally shall pay this Allowed IRS Priority Tax Claim in full over a period of time and the Debtor will not pay the Allowed IRS Priority Tax Claim under the Plan. All post-Petition tax liabilities of the Debtor will also be paid by Mr. Valentine and will not be Administrative Claims against the Debtor.

On Petition Date, the Debtor also listed a claim of the WVSTD in the amount of \$1,000.00, the Allowed WVSTD Priority Tax Claim. The WVSTD did not file a Proof of Claim by the Bar Date. Pursuant to an agreement with the WVSTD, Mr. Valentine personally shall pay this Allowed WVSTD Priority Tax Claim in full over a period of time.

If Mr. Valentine substantially defaults on the payments of a tax due to the IRS or to the WVSTD, the entire tax debt still owed to the IRS shall become due and payable immediately, and the IRS or the WVSTD may collect these unpaid tax liabilities through their respective administrative collection provisions.

4.2. Class 1 (USDA and Gulf Coast Claim)

Comment [K2]:

4.2.1. Class 1 consists of the Allowed Claims of the USDA and Gulf Coast arising from the Gulf Coast Loans (Loan 807, Loan 808, and Loan 860).

4.2.2. The outstanding principal balance under Loans 807/808 is \$4,647,826.96 and accrued unpaid interest at the default rate is \$1,619,688.62 as of July 31, 2013. The outstanding principal balance under Loan 860 is \$499,928.09 and accrued unpaid interest at the default rate is \$189,654.93 as of July 31, 2013. Unpaid collection expenses exceed \$300,000.

4.2.3. Under this Plan, (i) the Class 1 Claim shall be paid by (i) the payment of the \$5.1 million balance in the Court Registry from the Auction Proceeds to Gulf Coast for itself and as servicer for the USDA within ten (10) days of the Effective Date of the Plan, and (ii) Loan 807/808 and 860 shall be modified to show an aggregate balance due of One-Million Two-Hundred Thousand Dollars (\$1,200,000.00) (the "Remaining Loan Balance") bearing no interest until August 1, 2015, and payable in the amount of ten thousand dollars (\$10,000.00) per month with the first payment due on or before September 1, 2013, twenty-two (22) subsequent payments in the same amount due on or before the first day of each month thereafter, and the entire balance, principal and interest, due and payable on or before August 1, 2015. In the event any installment payment is not timely made or the entire unpaid Remaining Loan Balance is not paid in full on or before August 1, 2015, the Remaining Loan Balance shall thereafter bear interest at the default rate of Loan 807 (such default interest will not include any default interest that accrued prior to the date of any such post-Effective Date non-payment), and the holder may then declare default, demand payment in full of the entire unpaid Remaining Loan Balance (i.e. \$1,200,000 less any installment payments made), and take any action under the outstanding Deeds of Trust dated October 4, 2005 (of record in the Brooke County, West Virginia Clerk's

office in Deed of Trust Book 443, at page 64 and at page 87), or the outstanding Deed of Trust dated September 25, 2006 (of record in said Clerk's office in Deed of Trust Book 456, at page 847). Payments shall be considered timely made if received by Gulf Coast within ten (10) days of the due date. In the event any payment is not received by Gulf Coast within ten (10) days of the due date, Gulf Coast shall give the Debtor written notice of default in accordance with this Plan, Article 6.2, contained herein and the opportunity to cure by payment within ten (10) days of receiving written notice of non-payments; provided that Gulf Coast shall not be required to give Debtor more than two (2) opportunities to cure for non-payment before Gulf Coast may declare default and demand payment of the entire unpaid balance in full.

Debtor may prepay the Remaining Loan Balance at any time prior to August 1, 2015, with no prepayment penalty.

Gulf Coast shall retain all liens outstanding against the Debtor's Peace Point Assets, and Gene Charles Valentine, as co-maker and guarantor, and PPFEF, as co-maker, shall reaffirm their continuing obligations under Loans 807, 808, and 860 until the Remaining Loan Balance has been paid in full.

Gulf Coast shall take no collection actions against the Debtor, PPFEF, or Gene Charles Valentine so long as the payments required of the Debtor under this Plan have been made as agreed.

4.2.4. Gulf Coast for itself and as servicer for the USDA shall not seek recovery of any other fees and charges including collection fees and charges under Bankruptcy Code §506(b)) so long as the payments required of the Debtor under this Plan are made as agreed. In the event Debtor fails to make the payments required under this Plan, Gulf Coast may seek such recovery of collection fees and charges incurred under Bankruptcy Code §506(b)) or under the terms of any outstanding Deed of Trust; provided that such collection fees and charges will only be those incurred from and after the post-Effective Date of non-payment and the expiration of any cure period.

4.2.5. Within ten (10) days of the Effective Date of the Plan, the Debtor, Gene Charles Valentine, and PPFEF, shall fully and finally release Gulf Coast, the USDA, Ameribank, the FDIC, and The Debt Exchange, Inc. from any claim, damage, or liability that has been asserted or that could have been asserted in the civil action currently pending in the United States District Court for the Northern District of West Virginia (Civil Action No. 5:11CV75) as a result of the negotiation, documentation, administration, sale, transfer, and/or collection of the Gulf Coast Loans. The Debtor will cause Civil Action No. 5:11CV75 to be dismissed with prejudice. Gulf Coast shall fully and finally release the Debtor, Gene Charles Valentine, and PPFEF from any claim, damage, or liability that has been asserted or that could have been asserted in the Civil Action No. 5:11CV75 other than those obligations set forth in this Plan and shall cause Civil Action No. 5:11CV75 to be dismissed with prejudice.

4.2.6. Upon payment of the Remaining Loan Balance in full, Gulf Coast shall release all liens against the Debtor, Gene Charles Valentine and PPFEF, and shall mark all promissory notes and other loan documents pertaining to the Gulf Coast Loans, including but not limited to

the Commercial Guaranty Agreements executed by Gene Charles Valentine, as fully paid and satisfied. Gulf Coast shall cause to be recorded a satisfaction piece regarding its Liens on the Peace Point Assets of the Reorganized Debtor if required by applicable non-bankruptcy law.

4.2.7. With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan...

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4.2.8 Claim 1 is impaired by the Plan and the USDA & Gulf, as holders have voted to ACCEPT the Plan.

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4.2. [INTENTIONALLY DELETED]

4.3. [INTENTIONALLY DELETED]

4.4. [INTENTIONALLY DELETED]

4.5. Class 3 (Catholic Financial Life)

4.5.1. Class 3 consists of the Allowed Secured Claim of CFL. For the purposes of this Plan, CFL is deemed to hold an Allowed Secured Claim of \$1,526,259.62, plus any allowed accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the provisions of the CFL Loan Documents. As of April 3, 2013, CFL asserts that such unreimbursed costs (including attorney's fees) totaled approximately \$22,042.59.

4.5.2. The Allowed Secured Claim of CFL has been reduced by post-Petition Date payments made by the Debtor to CFL. The CFL Loan was secured by a first Lien position in the Aspen Manor Assets.

4.5.3. Pursuant to the terms of the amended CFL Loan Documents, the term of the CFL Loan was for a period of six (6) years with interest accruing on annual basis at the fixed per annum rate of 7.5%. The CFL Loan matured in November, 29, 2012, during the pendency of this Chapter 11 Case; CFL is entitled to the immediate payment of the entire balance due to it by the Debtor due to the maturity of the loan balance and the Debtor's post-petition default of the same. Pursuant to the CFL Loan Documents and that certain Pipeline Order entered in this Chapter 11 Case (CM/ECF #403, filed on January 8, 2013), the Debtor agrees to pay monthly payments in the amount of \$10,788.00 plus additional principal payments equal to 75% of any oil and gas lease royalties exceeding \$60,000.00 per year, until the CFL Loan is paid in full.

4.5.4. The Debtor shall reaffirm and amend the CFL Loan Documents pursuant to the terms of a certain Modification of Loan Documents ("Modification") and such other documents ("Related Documents") executed in connection with the Modification. A copy of the Modification is attached ~~hereto~~ asto Disclosure Statement Attachment "C". The CFL Loan

Documents, Modification and Related Documents are referred to hereinafter collectively as the “Post-Effective Date CFL Loan Documents” and shall govern the relationship between CFL and the Reorganized Debtor commencing on the Effective Date.

The Plan and Post-Effective Date CFL Loan Documents provide, among other things, for CFL to retain (or otherwise obtain) a Lien on substantially all of Debtor’s Aspen Manor Assets to secure the Reorganized Debtor’s obligations under the Post-Effective Date CFL Loan Documents. All terms in the Post-Effective Date CFL Loan Documents shall be enforceable notwithstanding (i) their not being expressly set forth within the Plan, or (ii) any inconsistency between the Plan and the Post-Effective Date Loan Documents.

Upon payment of the CFL Allowed Secured Claim in full, CFL shall cause to be recorded a satisfaction piece regarding its Liens on the Aspen Manor Assets of the Reorganized Debtor as required by applicable non-bankruptcy law and shall mark the CFL Loan Documents and Post-Effective Date CFL Loan Documents as satisfied.

~~4.5.5.~~ 4.5.5. With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date pay the Class 3 (Catholic Financial Life) Claim in full.

4.5.6. The CFL Allowed Secured Claim is impaired by the Plan and CFL, as holder is entitled to vote on the Plan.

4.6. Class 4 (U.S. Bank Claim)

4.6.1. Class 4 consists of the Allowed Secured Claim of U.S. Bank, successor in interest to Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as Trustee for the Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-TOP21 (the “Morgan Stanley Trust”), in the amount of \$1,811,383.14, plus any allowed accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the terms of the Westlake Loan Documents evidencing the Allowed Secured Claim of U.S. Bank. For the purposes of this Plan, U.S. Bank is deemed to hold an Allowed Secured Claim of \$1,811,383.14, plus a total of \$135,000 in post-petition accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the provisions of the Westlake Loan Documents.

~~4.6.2.~~ 4.6.2. The Westlake Loan was reduced by post-Petition Date payments made by the Debtor to C-III Asset Management, LLC (“C-III”) as Special Servicer for the benefit of the Morgan Stanley Trust. The Debtor currently is making monthly payments in the amount of \$9,903.39.

~~4.6.3.~~ 4.6.3. The Westlake Note is secured by, a valid and perfected first priority Lien and security interest in the Westlake Property, including the Westlake Rents. Because the Westlake Property has a value of at least \$2,100,000.00 together with at least \$164,933.94 in

cash reserves in accordance with the terms of the Westlake Loan Documents, the Class 4 Allowed Secured Claim held by Morgan Stanley Trust is over secured.

4.6.4. The Debtor scheduled U.S. Bank as trustee as holding a secured claim against the Debtor's estate in the amount of \$1,572,452.17. CIII, on behalf of U.S. Bank and the Morgan Stanley Trust, timely filed a Proof of Claim (assigned Claim #8), asserting a secured claim against the Debtor's estate in the amount of \$1,811,383.14, plus amounts that accrue post-petition including attorneys' fees and default interest.

4.6.5. For the purposes of this Plan, the Morgan Stanley Trust is deemed to hold an Allowed Secured Claim of \$1,811,383.14. The Debtor shall pay the Morgan Stanley Trust Allowed Secured Claim in its ordinary course according to the terms of the Westlake Loan Documents. In addition to the U.S. Bank Allowed Secured Claim of the Debtor has agreed to pay post-petition additions to the Allowed Secured Claim in the amount of \$135,000 to be paid from the Westlake Loan Impound Accounts (maintained by the Debtor for the purposes of paying property tax, property insurance, and repair expenses on the Westlake Office Building pursuant to the terms of the Westlake Loan Documents) promptly following the Effective Date.

4.6.6. U.S. Bank on account of the Morgan Stanley Trust shall retain the liens it holds and such liens shall remain in full force and effect until all Allowed amounts owed to it are paid in full. The Westlake Loan Documents will be reaffirmed and adopted by the Reorganized Debtor under the Plan with no change or alteration, such reaffirmation to occur automatically upon the Effective Date with no need for any documentation beyond this Plan.

4.6.7. U.S. Bank shall provide a copy of the appraisal of the Westlake Property to the Debtor, along with Deed of Trust assignments and Notes allonges in respect of the Westlake Loan Documents, within 14 days of Effective Date of the Plan.

4.6.8.- U.S. Bank shall not pursue non-bankruptcy entities for default interest and other charges which accrued during bankruptcy. U.S. Bank shall not to seek payment (including but not limited to any unreimbursed costs, default interest, fees, and expenses, and other charges) pursuant to 11 U.S.C. § 506(b) beyond the amounts Allowed by § 4.6.5 of this Plan.

4.6.9.- The Debtor waives its right to object to Claim 4 (U.S. Bank). The Debtor waives its right to any future challenges to the enforceability of the Westlake Loan Documents and liens. The Reorganized Debtor reserves its rights to initiate a proceeding against U.S. Bank, Wells Fargo, and any other holder in due course of the Westlake Loan Documents arising out of post-petition actions.

4.6.10. The U.S. Bank Allowed Secured Claim is impaired by the Plan and its holder has voted to ACCEPT the Plan.

4.6.11. With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments

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that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan.

4.7. Class 5 (Main Street Bank Claim)

4.7.1. Class 5 consists of the Allowed Secured Claim of MSB in the amount of \$523,289.54, plus any accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the terms of the MSB Loan Documents evidencing the Allowed Secured Claim of MSB Bank. For the purposes of this Plan, MSB is deemed to hold an Allowed Secured Claim of \$523,289.54, plus any allowable accrued and unpaid interest and unreimbursed costs, fees and expenses, and other charges payable under the provisions of the MSB Loan Documents.

4.7.2. The MSB Loan is secured by first priority Lien and security interest in the Hilltop Property. Because the Hilltop Property has a value of at least \$625,000.00 (as set forth on MSB's Claim #1), MSB is oversecured.

4.7.3. The Debtor shall pay the Main Street Bank Allowed Secured Claim in its ordinary course according to the terms of the MSB Loan Documents. In respect of unreimbursed costs, fees and expenses, and other charges, the Debtor reserves the right to object to the allowance of the same and will require MSB to prove at hearing on its § 506(b) motion, if filed. The Allowed amount of unreimbursed costs, fees and expenses, and other charges under § 506(b) of the Code will be paid by the Debtor within thirty (30) days of when the Court order of allowance becomes a Final Order.

4.7.4. The Main Street Bank Allowed Secured Claim is unimpaired by the Plan and its holder is not entitled to vote on the Plan.

4.7.5. With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan.

4.8. Class 6 (First National Bank –Loan 1 Claim)

4.8.1. Class 6 consists of the Allowed Secured Claim of FNB in the amount of \$42,159.85, plus any accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the terms of the FNB Loan 1 Documents evidencing the Allowed Secured Claim of FNB. For the purposes of this Plan, in respect of FNB Loan 1, FNB is deemed to hold an Allowed Secured Claim of \$42,159.85, plus any accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the provisions of the FNB Loan 1 Documents.

4.8.2. The FNB Loan 1 is secured by first priority Lien and security interest the 320 Peace Point Road Property. Because the Debtor believes that 320 Peace Point Road Property has a value of at least \$48,120.00, FNB is oversecured as to FNB Loan 1. The FNB Loan 1 has been reduced by post-Petition Date payments made by the Debtor to FNB. The Debtor currently is making monthly payments on FNB Loan 1 in the amount of \$438.35.

4.8.3. In respect of FNB Loan 1, the Debtor shall pay the FNB in its ordinary course according to the terms of the FNB Loan 1 Documents. In respect of unreimbursed costs, fees and expenses, and other charges, the Debtor reserves the right to object to the allowance of the same and will require FNB to prove at hearing on its § 506(b) motion, if filed. The Allowed amount of unreimbursed costs, fees and expenses, and other charges under § 506(b) of the Code will be paid by the Debtor within thirty (30) days of when the Court order of allowance becomes a Final Order.

4.8.4. The First National Bank Secured Claim-Loan 1 is unimpaired by the Plan and its holder is not entitled to vote on the Plan.

4.8.5. With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan.

4.9. Class 7 (First National Bank – Loan 2 Claim)

4.9.1. Class 7 consists of the Allowed Secured Claim of FNB in the amount of \$44,335.90, plus any accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the terms of the FNB Loan 2 Documents evidencing the Allowed Secured Claim of FNB.

4.9.2. The FNB Loan 2 is secured by first priority Lien and security interest in the 250 Peace Point Road Property. The FNB Loan 2 has been reduced by post-Petition Date payments made by the Debtor to FNB. The Debtor currently is making monthly payments on FNB Loan 2 in the amount of \$484.78.

4.9.3. In respect of FNB Loan 2, the Debtor shall pay the FNB in its ordinary course according to the terms of the FNB Loan 2 Documents until its secured claim amount is paid in full. In respect of unreimbursed costs, fees and expenses, and other charges, the Debtor reserves the right to object to the allowance of the same and will require FNB to prove at hearing on its § 506(b) motion, if filed. The Allowed amount of unreimbursed costs, fees and expenses, and other charges under § 506(b) of the Code will be paid by the Debtor within thirty (30) days of when the Court order of allowance becomes a Final Order.

4.9.4. The First National Bank Secured Claim-Loan 2 is unimpaired by the Plan and its holder is not entitled to vote on the Plan.

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4.9.5. With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan.

4.10 Class 8 (First National Bank- Loan 3 Claim)

4.10.1. Class 8 consists of the Allowed Secured Claim of FNB in the amount of \$132,847.54, plus any accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the terms of the FNB Loan 3 Documents evidencing the Allowed Secured Claim of FNB. For the purposes of this Plan, in respect of FNB Loan 3, FNB is deemed to hold an Allowed Secured Claim of \$129,803.40, plus any accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the provisions of the FNB Loan 3 Documents.

4.10.2 The FNB Loan 3 is secured by first priority Lien and security interest in the FNB Loan 3 Properties.

4.10.3 The FNB Loan 3 has been reduced by post-Petition Date payments made by the Debtor to FNB. The Debtor currently is making monthly payments on FNB Loan 3 in the amount of \$1,806.09. In respect of the FNB Loan 3 Properties, the Debtor scheduled FNB as holding a secured claim against the Debtor's Estate in the amount of \$134,259.73 as of the Petition Date and estimated a value of only \$33,000.00 for the 200 Main Street Property, leaving an unsecured claim of \$101,259.73.

4.10.4 Bankruptcy Code § 1111(b)(1)(B) provides that a secured creditor, however, at or prior to the Disclosure Statement Hearing, may, in writing, elect to be treated as having a single claim, secured claim only to the extent of the value of such collateral and not having an unsecured claim to the extent of any deficiency. For the purposes of the Plan, unless an § 1111(b) election is made, in respect of FNB Loan 3, FNB is deemed to hold an Allowed Secured Claim in the amount of \$33,000.00 and an Allowed Unsecured Claim in the amount of \$96,803.40.

4.10.5 In respect of FNB Loan 3, the Debtor shall pay FNB Loan 3 secured claim in its ordinary course according to the terms of the FNB Loan 3 Documents until paid in full.

~~4.10.6~~ ~~4.10.6~~ The First National Bank Secured Claim-Loan 3 is unimpaired by the Plan and its holder is not entitled to vote on the Plan.

4.10.7 With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan.

4.11. Class 9 (Richard McCreary)

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4.11.1. Class 9 consists of the Allowed Secured Claim of Richard McCreary in the amount of \$59,002.02, plus any accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the terms of the McCreary Loan Documents. For the purposes of this Plan, Richard McCreary is deemed to hold an Allowed Secured Claim in the amount of \$44,760.00 and Allowed Unsecured Claim in the amount of \$14,242.02, plus any allowed accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the provisions of the McCreary Loan Documents.

4.11.2. The McCreary Loan is secured by first priority Lien and security interest in 24 Main Street Property.

4.11.3. The Debtor scheduled Richard McCreary as holding a secured claim against the Debtor's Estate in the amount of \$59,002.02 as of the Petition Date and estimated a value for the 24 Main Street Property at only \$44,760.00, leaving an unsecured portion totaling \$14,242.02. The McCreary Loan has been reduced by post-Petition Date payments made by the Debtor to Richard McCreary, in the amount of \$373.00.

4.11.4. Richard McCreary did not file a Proof of Claim in this Chapter 11 Case. Bankruptcy Code § 1111(b)(1)(B)¹ provides that a secured creditor, however, at or prior to the Disclosure Statement Hearing, may, in writing, elect to be treated as having a single claim, secured claim only to the extent of the value of such collateral and not having an unsecured claim to the extent of any deficiency.

4.11.5. For the purposes of the Plan, unless an § 1111(b) election is made, Richard McCreary is deemed to hold an Allowed Secured Claim in the amount of \$44,760.00 and Allowed Unsecured Claim in the amount of \$14,242.02.

4.11.6. The Debtor shall pay the McCreary Loan in its ordinary course according to the terms of the McCreary Loan Documents until its secured claim is paid in full.

4.11.7. The Class 9 Richard McCreary Secured Claim is unimpaired by the Plan and its holder is not entitled to vote on the Plan.

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¹ Rule 3014 of the Federal Rules of Bankruptcy Procedure provides as follows:

Rule 3014. Election Under § 1111(b) by Secured Creditor in Chapter 9 Municipality or Chapter 11 Reorganization Case. An election of application of § 1111(b)(2) of the Code by a class of secured creditors in a chapter 9 or 11 case may be made at any time prior to the conclusion of the hearing on the disclosure statement or within such later time as the court may fix. If the disclosure statement is conditionally approved pursuant to Rule 3017.1, and a final hearing on the disclosure statement is not held, the election of application of § 1111(b)(2) may be made not later than the date fixed pursuant to Rule 3017.1(a)(2) or another date the court may fix. The election shall be in writing and signed unless made at the hearing on the disclosure statement. The election, if made by the majorities required by § 1111(b)(1)(A)(i), shall be binding on all members of the class with respect to the plan. Fed. R. Bankr. P. 3014 (emphasis added).

4.11.8 With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan.

4.12. Class 10 (Jim Davis and Shirley Oakes)

———4.12.1. Class 10 had consisted of the Secured Claim of Jim Davis and Shirley Oakes in the amount of \$35,289.00, plus any accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the terms of the Davis & Oakes Loan Documents. The Davis & Oakes Loan had been secured by a first priority Lien and security interest in the 223 Bealls Ridge Property.

———4.12.2. The Debtor no longer has any obligations to make payments to Davis & Oakes pursuant to the Davis & Oakes Loan Documents. Jim Davis & Shirley Oakes had sold the 223 Bealls Ridge Property to the Debtor pursuant to land contract; but, the land contract was later cancelled. Upon information and belief, 223 Bealls Ridge Property belongs to Jim Davis or to Main Street Bank pursuant to a foreclosure.

——— 4.12.3. Since Davis & Oakes are no longer a creditor of the Debtor's estate, Davis & Oakes are unimpaired by the Plan and are not entitled to vote.

4.13. Class 11 (WesBanco)

———4.13.1. Class 11 consists of the Allowed Secured Claim of WesBanco the amount of \$33,000.00 plus any accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the terms of the WesBanco Loan Documents. For the purposes of this Plan, WesBanco is deemed to hold an Allowed Secured Claim in the amount of \$32,997.56 plus any accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the provisions of the WesBanco Loan Documents.

——— 4.13.2. The WesBanco Loan is secured by first priority Lien and security interest in the 203 Richardson Property.

——— 4.13.3. The WesBanco Loan has been reduced by post-Petition Date payments made by the Debtor to WesBanco; the Debtor currently is making monthly payments on the Davis & Oakes Loan in the amount of \$599.18.

———4.13.4. The Debtor shall pay the WesBanco Loan in its ordinary course according to the terms of the WesBanco Loan Documents. In respect of unreimbursed costs, fees and expenses, and other charges, the Debtor reserves the right to object to the allowance of the same and will require WesBanco to prove at hearing on its 506(b) motion, if filed. The Allowed amount of unreimbursed costs, fees and expenses, and other charges under § 506(b) of the Code will be paid by the Debtor within 30 (thirty) days of when the Court order of allowance becomes a Final Order.

———4.13.5. The WesBanco Secured Claim is unimpaired by the Plan and its holder is not entitled to vote on the Plan.

4.13.6 With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan.

4.14. Class 12 (Mark Bergeron)

———4.14.1. Class 12 consists of the Allowed Secured Claim of Mark Bergeron in the amount of \$26,958.18 plus any allowed accrued and unpaid interest and allowable unreimbursed costs, fees and expenses, and other charges payable under the terms of the Bergeron Loan Documents.

———4.14.2. The Bergeron Loan is secured by first priority Lien and security interest in the 230 Peace Point Road Property. In respect of the 230 Peace Point Road Property, the Debtor scheduled Mark Bergeron as holding a secured claim against the Debtor's Estate in the amount of \$26,958.18 as of the Petition Date and estimated a value of only \$25,200.00 for the 230 Peace Point Road Property. Bankruptcy Code § 1111(b)(1)(B) provides that a secured creditor, however, at or prior to the Disclosure Statement Hearing, may, in writing, elect to be treated as having a single claim, secured claim only to the extent of the value of such collateral and not having an unsecured claim to the extent of any deficiency. For the purposes of the Plan, unless an § 1111(b) election is made, Mark Bergeron is deemed to hold an Allowed Secured claim for \$25,200.00 and an Allowed Unsecured Claim for \$1,758.18.

———4.14.3. The Bergeron Loan has been reduced by post-Petition Date payments made by the Debtor to WesBanco.

———4.14.4. Any pre-Petition defaults of the Bergeron Loan will be cured by the Debtor and the Debtor shall pay the allowed Mark Bergeron Secured Claim in its ordinary course according to the terms of the Bergeron Loan Documents. In respect of unreimbursed costs, fees and expenses, and other charges, the Debtor reserves the right to object to the allowance of the same.

———4.14.5. The Bergeron Secured Claim is unimpaired by the Plan and its holder is not entitled to vote on the Plan.

4.14.6. With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan.

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4.15. Class 13 (Priority Claims)

This class is reserved for any Priority Claims. There are no filed or scheduled Priority Claims but the Debtor reserves the right to include same if allowed as tardily filed by the Court (in which case same shall be treated in accordance with the Code). The Debtor also reserves the right to object to any Class 13 claim and to the extent that such claim should be treated as a general unsecured claim, the Debtor will object thereto for purposes of reclassification. Any Allowed Class 13 Claims will be paid in full on the Effective Date, unless the Holder agrees to different treatment.

4.16. Class 14 (General Unsecured Claims)

4.16.1. Class 14 consists of the Allowed General Unsecured Claims other than those with election rights under § 1111(b) of the Code in Class 18. As of the Bar Date, the total amount of filed unsecured claims, unscheduled claims (for which a proof of claim was timely filed) and unsecured claims scheduled so that no proof of such claim was required, was \$100,935.73. This amount includes, where applicable, the amount claimed on a proof of claim if such amount is greater than the amount appearing on the Debtor's schedules. The Debtor preserves the right to adjudicated disputed claims against its estate.

4.16.2. -The Debtor believes that the Allowed amount of Class 14 claims will be ~~\$\$\$~~\$100,935.73. Included in Class 14 is a claim in the total scheduled amount of \$100,935.73 ~~constituting~~that constitutes outstanding legal fees expenses owed by the Debtor to CMCV for pre-petition legal services. CMCV also filed a proof of claim (Claim #4) in this Chapter 11 Case, in an unknown amount².

4.16.3. Beginning on the first Business Date of the first month after the Effective Date, the Debtor shall make monthly payments in the amount of \$5,000/month to be distributed *pro rata* to any Holders of Allowed General Unsecured Claims until such Allowed General Unsecured Claims are paid in full without interest. Each Holder of the Allowed General Unsecured Claims may elect to extend this payment schedule.

4.16.4. -Holders of Allowed General Unsecured Claims are impaired by the Plan and are entitled to vote on the Plan.

4.16.5. With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan.

4.16(a).1 Class 14(a) (Chesapeake Claim)

² The Debtor's payment agreement with CMCV was for the higher of the hourly rate (\$100,935.73) or a one-thirds (1/3) contingency fee.

4.16(a).1 Class 14(a) consists of the Allowed Chesapeake Claim in the amount of \$235,000.

4.16(a).2 Beginning on September 15, 2013, the Debtor will make monthly payments in the amount of \$4,000 per month, continuing on the same day of each month thereafter, to Chesapeake until the Chesapeake Claim has been fully paid, but all unpaid amounts of the Chesapeake Claim shall be due and payable on or before the earlier of (i) five (5) years following the Effective Date; or (ii) fifteen (15) days following the closing of either of two (2) pending transactions involving property owned by Gene Charles Valentine and/or the Debtor, which have been identified by letter to counsel to Chesapeake. No interest shall be payable on this claim.

4.16(a).3 If the Debtor fails to make any payment of the Chesapeake Claim on the due date, Chesapeake may give a notice of default to the Debtor, and if the Debtor fails to cure such default within sixty (60) days from the date such notice is given pursuant to paragraph 6.2 of the Plan, the entire remaining balance of the Chesapeake Claim shall be immediately due and payable, for all purposes.

4.16(a).4 The timely payment of the Chesapeake Claim shall be personally guaranteed by Gene Charles Valentine, who has executed and delivered to Chesapeake a written guaranty.

4.16(a).5- Promptly following the Effective Date, Gene Charles Valentine will make a \$15,000 donation to Wellsburg, West Virginia Middle School and provide evidence of such donation to Chesapeake.

~~4.16(a).6-~~ The Chesapeake Claim shall constitute the entire liability of the Debtor for all of Chesapeake's claims relating to the Peace Point Chesapeake Leases.

~~4.16(a).7-~~ Except as provided herein, Chesapeake agrees that the Debtor is released from any and all claims arising out of the Peace Point Leases.

~~4.16 (a).8-~~ Chesapeake agrees not to file any motion in this Chapter 11 Case seeking payment pursuant to 11 U.S.C. Section 506(b).

~~4.16(a).9-~~ The Holder of the Class 14(a) Chesapeake Claim is impaired by the Plan, and has voted in favor of the Plan.

4.16(a).10 With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan.

4.17. Class 15 (Interest Holders)

Class 15 consists of all Interest Holders of the Debtor. The Interest Holders shall retain their interest in the Debtor. Holders of Class 15 Claims are not impaired by the Plan and are deemed to accept the Plan.

4.18. Class 16 (Litigation Settlement Claimants)

4.18.1. Class 16 consists of the claim of certain Litigation Settlement Claimant who are entitled to settlement payments arising out of the settlement of certain pre-petition litigation matters involving the Debtor, Gene Charles Valentine and one of the Debtor's entities. The Debtor's Schedules disclose that these settlement payment amounts are confidential. Gene Charles Valentine and the Debtor are both primarily liable for the payment of these settlements. To date, the Debtor, and/or Mr. Valentine have timely made all such settlement payments to the Litigation Settlement Claimants.

4.18.2. On the first day of the first month after the Effective Date, Mr. Valentine (and not the Reorganized Debtor) shall make the regular monthly settlement payments directly to the Litigation Settlement Claimants. The Reorganized Debtor shall make any such payments, only in the event that Mr. Valentine fails to make such payments as a guaranty of payment.

4.18.3. Holders of Class 16 are impaired and are entitled to vote on the Plan.

4.18.4. With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan.

4.19. Class 17 (Gene Charles Valentine)

4.19.1. Class 17 consists of the Allowed Claim of Gene Charles Valentine. As of the Petition Date, the total amount of this Class 17 Claim was \$11,368,217.00 constituting unsecured loans made by Mr. Valentine, the trustee, settlor, and lone lifetime beneficiary of the Debtor on a continuing basis to the Debtor to fund operating capital and renovation and construction costs.

4.19.2. Beginning on the first Business Date of the first month after the Effective Date and continuing for a mutually agreed upon period of time, the Debtor shall make monthly payments to the Holder of the Allowed Class 17 (Gene Charles Valentine) Claim until such Allowed Class 17 ((Gene Charles Valentine) Claim is paid in full. The Holder of the Allowed Class 17 (Gene Charles Valentine) Claim may elect to extend this payment schedule.

4.19.3. The Holder of the Allowed Class 17 (Gene Charles Valentine) Claim is impaired by the Plan and is entitled to vote on the Plan. For the purposes of a possible cram-down pursuant to 11 U.S.C. § 1129, the vote of the impaired Class 17 (Gene Charles Valentine) will not be counted because of Mr. Valentine's insider status as trustee of the Debtor.

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4.20. Class 18 (§ 1111(b) Unsecured Claims).

4.20.1. Class 18 consists of the Allowed Unsecured Claims of certain undersecured creditors (in Classes 8, 9 & 12), if such creditors, as a Class, do not elect to have their undersecured claims treated as part of their secured claims under Bankruptcy Code § 1111(b)(1)(B). When a secured claimant is undersecured, (that is, the value of the creditor's collateral is worth less than the amount of debt the Debtor owes), the secured claimant has a bifurcated claim: (i) a secured claim to the extent of the value of such collateral; and (ii) a Class 18 (§ 1111(b) Unsecured Claim) to the extent of any deficiency. Bankruptcy Code § 1111(b)(1)(B) provides that a secured creditor in Classes 8, 9 & 12, at or prior to the Disclosure Statement Hearing, may, in writing, elect to be treated as having a single claim, secured claim only to the extent of the value of such collateral and not having an unsecured claim to the extent of any deficiency.

4.20.2. As of the Bar Date, the total amount of filed potential § 1111(b) unsecured claims, unscheduled claims (for which a proof of claim was timely filed) and potential § 1111(b) unsecured claims scheduled so that no proof of such claim was required, was \$112,803.60. This amount includes, where applicable, the amount claimed on a proof of claim if such amount is greater than the amount appearing on the Debtor's schedules. This amount does not reflect the Debtor's belief as to the Allowed amount of Class 18 claims. The Debtor preserves the right to adjudicated disputed claims against its Estate. Based on any resolutions reached regarding informal objections to the claims of certain creditors, which will be reflected in amended claims by such creditors, the Debtor believes that the Allowed amount of Class 18 claims will be approximately \$112,803.60.

4.20.3. As of the Petition Date, the following Claimants will likely be included in Class 18 (§ 1111(b) Unsecured Claims) if Holders of Class 18 choose to bifurcate their claims and do not in fact make the § 1111(b) election: (i) First National Bank-Loan 3 (Allowed Secured Claim -\$33,000.00 and an Allowed Unsecured Claim - \$96,803.40); (ii) Mark Bergeron (Allowed Secured Claim- \$25,200.00 and Allowed Unsecured Claim- \$1,758.18); (iii) Richard McCreary (Allowed Secured Claim- \$44,760.00, Allowed Unsecured Claim - \$14,242.02).

4.20.4. Beginning on the Effective Date and continuing for a mutually agreed upon period of time, the Debtor shall make monthly payments in the amount of \$5,000.00 *pro rata* to the Holders of the Allowed Class 18 (§ 1111(b) Unsecured Claims) until such Allowed Class 18 (§ 1111(b) Unsecured Claims) are paid in full without interest. The Holder of the Allowed Class 18 (§ 1111(b) Unsecured Claims) may elect to extend this payment schedule.

4.20.5. The Holders of Allowed Class 18 (§1111(b) Unsecured Claims) are impaired by the Plan and are entitled to vote on the Plan unless the Class has elected to have their respective unsecured claim treated under the respective class of their respective secured claim in which case there will be not creditors in Class 18 to vote.

4.20.6. With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments

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that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan.

ARTICLE V
AUCTION OF PEACE POINT SUBSURFACE ASSETS;
SALE OF ASPEN MANOR SUBSURFACE ASSETS; IMPLEMENTATION OF THE
PLAN

5.1. **Funding of the Plan.** This Plan provides for, *inter alia*, the cure of defaulted loans, the payoff of the USDA loan in full, the payoff of the CFL Loan, as well as, the continuation of the payment of certain other non-defaulted secured loans, as a result of the public Auction of the Debtor's Peace Point Subsurface Assets- and the Court-approved sale of the Debtor's Aspen Manor Subsurface Assets. Shortly after filing of its initial Plan of Reorganization, in February, 2013, the Debtor sought and received Bankruptcy Court approval (motion, CM/ECF #460, filed on 2/18/2013, and order entered CM/ECF #468, filed on 2/19/2013) to auction the Debtor's Peace Subsurface Assets free and clear of liens and encumbrances pursuant to 11 U.S.C. § 363 and in accordance with certain Court-approved bidding procedures to the highest and best bidder (order entered, CM/ECF #493, 2/28/2013). As a result of an Auction that took place on March 8, 2013, the Debtor received \$5,125,415.22 as Auction Proceeds for the Peace Point Subsurface Assets. The sale of the Peace Point Subsurface Assets closed on March 15, 2013. ~~The~~

On March 1, 2014, the Reorganized Debtor entered into an agreement to sell 494.385 acres of Aspen Manor Subsurface Assets to Bounty Minerals Acquisition II, LLC for a substantial, confidential sum of money, the Aspen Manor Sale Proceeds. CFL has a duly perfected, first priority lien security interest in the Aspen Manor Subsurface Assets, as well as any rents and royalties or other proceeds from such assets; CFL consents to such a sale. The Reorganized Debtor filed the Sale Motion seeking the approval of this Modified Plan and the approval to sell the Aspen Manor Subsurface Assets under this Modified Plan free and clear of all liens, claims, interests and encumbrances. The Reorganized Debtor believes that the purchase price offered for the Aspen Manor Subsurface Assets is the highest and best offer that the Reorganized Debtor could obtain given the circumstances. The Reorganized Debtor believes that the Sale Motion and the terms of this Modified Plan have provided adequate information for Code §1125 to all creditors about the changes to the Old Plan made under the Modified Plan and that the Modified Plan meets the requirements of Code §§ 1122 and 1123. The sale will be completed pursuant to the Sale Order and distributions will be made under this Modified Plan upon the Court's entry of the Modification Order and the Closing Date occurring.

The Debtor and Reorganized Debtor will fund this Plan with the net Auction Proceeds, the Aspen Manor Sale Proceeds, contributions from the Debtor's Trustee Gene Charles Valentine, ~~possibly exit financing~~ and income from the Debtor's business enterprises.

5.2. **Possession of Assets.** Except as provided otherwise in this Plan, the Reorganized Debtor shall remain in possession of all of its Assets and does not intend to sell any Assets, other

than the Peace Point Subsurface Assets that were sold at the Auction and the Aspen Manor Subsurface Assets.

5.3. **Execution of Documents.** Prior to the Effective Date, the Debtor is authorized and directed to execute and deliver all documents and to take and to cause to be taken all action necessary or appropriate to execute and implement the provisions of this Plan.

5.4. **Post-Petition Professionals.** The Reorganized Debtor may employ legal counsel without seeking Court approval to assist in the Reorganized Debtor's duties hereunder and pay such reasonable legal counsel fees as and when such fees become due for payment ~~from the~~ Post-Effective Date Administrative Claims Reserve.

5.5. **Final Decree.** After the Effective Date, the Reorganized Debtor may file a motion to close the case and request that a final decree be issued. The Debtor shall file all required reports and pay any required fees to the Office of the United States Trustee.

5.6. **Retention and Enforcement of Claims and of Actions; Objections to Claims.** Pursuant to § 1123(b)(3)(B) of the Bankruptcy Code, the Reorganized Debtor shall retain and may enforce any and all claims and Actions of the Debtor on behalf of, and as a representative of, the Debtor or its Estate, including, without limitation, all claims arising or assertable at any time under the Bankruptcy Code, including under 11 U.S.C. §§ 510, 542, 543, 544, 545, 547, 548, 549, 550, 552 and 553 thereof. The Debtor preserves the right to adjudicate Disputed Claims against its Estate through a claims objection process. The Debtor's Objection to the Gulf Coast Proof of Claim #6 shall be deemed withdrawn, and all claims pertaining to the Gulf Coast Loans shall be treated under the terms of the Plan.

5.7. As required by Bankruptcy Code § 1129(a)(4), all payments made or to be made for services or for costs and expenses in or in connection with the Case, or in connection with the Plan and incident to the Case are subject to the approval of this Court as reasonable. To the extent that any such payment is not subject to the procedures and provisions of Bankruptcy Code §§ 326 through 330, then such Court approval shall be deemed to have been given through entry of the Confirmation Order unless, within 30 days of any such payment or request for such payment, the Court, the Debtor, the United States Trustee or the party making the payment challenges or seeks approval of the reasonableness of such payment; no other parties or entities shall have standing to make such challenge or application for approval. Nothing in this provision shall affect the duties, obligations and responsibilities of any entity under Bankruptcy Code §§ 326 through 330.

5.8. Other than payments under the Plan by the Debtor on the Effective Date, the Reorganized Debtor shall be the Disbursing Agent herein. The Disbursing Agent shall have the sole and exclusive right to make the distributions required by the Plan provided, however, that the Disbursing Agent shall be required to make the distributions and payments provided for herein. The Disbursing Agent may hold or invest the funds in one or more accounts, provided that all investments shall be made in accordance with 11 U.S.C. § 345. The Reorganized Debtor

shall not be compensated for its efforts as the Disbursing Agent but may engage professionals to assist it as the Disbursing Agent.

5.9. The payments, distributions and other treatments provided in respect of each Allowed Claim in the Plan shall be in full settlement and complete satisfaction discharge and release of such Allowed Claim, except as otherwise provided in any post-Effective Date loan documents or decelerated and reinstated loan documents.

5.10. Notwithstanding any of the provisions of the Plan specifying a date or time for the payment or distribution of consideration hereunder, payments and distributions in respect of any Claim which at such date or time are Disputed Claims, shall not be made pursuant to Article VII hereinafter.

ARTICLE VI
Provisions Governing Distributions
and General Provisions

6.1. **Distributions.** Distributions pursuant to this Plan shall be made by the Debtor and Reorganized Debtor 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.

a. **Delivery of Distributions.** Distributions and deliveries to each Holder of an Allowed Claim as provided by the Plan shall be made: (i) at the address set forth on the Schedules; or (ii) at the address set forth on the proof of claim or any amendment thereof filed by or on behalf of such Holder, if different from clause (i). If any holder's distribution is returned as undeliverable, no further distributions to the holder will be made unless and until the Reorganized Debtor is notified of the holder's then current address, at which time all missed distributions will be made to the holder without interest. All Claims for undeliverable distributions must be made to the Reorganized Debtor on or before the later of (i) the first anniversary of the Effective Date, or (ii) ninety (90) days after the respective distribution was made. After that date, all Unclaimed Property will become property of the Reorganized Debtor, and the Claim of any holder with respect to such property will be discharged and forever barred.

b. **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 Debtor or Reorganized Debtor, as provided for in the Plan.

c. **Setoffs.** Except as otherwise provided in post-Effective Date loan documents, the Debtor or Reorganized Debtor may, but will not be required to, set off against any Claim and the payments to be made pursuant to the Plan in respect of the Claim, any claims of any nature whatsoever the Debtor or Reorganized Debtor may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder will constitute a waiver of release by the Reorganized Debtor of any such claim the Debtor or Reorganized Debtor may

have against such claimant. Any claimant as to which the Debtor or Reorganized Debtor seeks a setoff may challenge any such setoff in the Bankruptcy Court.

d. De Minimis Distributions. The Debtor or Reorganized Debtor shall not make any Cash payment of less than twenty-five dollars (\$25.00) to any creditor unless a request is made in writing to make such a payment to the Debtor or Reorganized Debtor, whoever is applicable.

e. 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.

6.2. Notices. Any notice described in or required by the terms of this Plan or the Code and Bankruptcy Rules shall be deemed to have been properly given when actually received, or if mailed, five (5) days after the date of mailing as such may have been sent by certified mail, return receipt requested, and if sent to:

- (a) If to the Debtor or Reorganized Debtor, addressed to:

P.O. Box 31
Wellsburg, WV 26070
Attn: Gene Charles Valentine

- (b) With copies to Counsel:

Salene Mazur Kraemer, Esquire
MAZURKRAEMER BUSINESS LAW
3205 Pennsylvania Avenue, Suite B
Weirton, West Virginia 26062

Kenneth E. Aaron, Esquire
Weir & Partners LLP
The Widener Building
1339 Chestnut Street, Suite 500
Philadelphia, PA 19107

6.3 Default. Except as otherwise provided under the provisions of the Plan or in any post-Effective Date loan documents, no default shall be declared under this Plan unless and until any payment due under this Plan has not been made within thirty (30) days after written notice setting forth the specific provision of the Plan involved and the method of cure sought to the Reorganized Debtor and counsel for the Debtor, subject to the cure provisions of Section 12.5 of this Plan. The Reorganized Debtor shall cure any and all defaults under this Plan within ten (10) days after the Closing Date of the sale of the Aspen Manor Subsurface Assets.

6.4 **Compliance with Plan.** Subject to the terms of any post-Effective Date loan documents, the Reorganized Debtor may reinvest, use for capital improvements, reserve or distribute any cash flow in excess of what is required for current Plan payments so long as there is no default under Plan.

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ARTICLE VII
PROVISIONS FOR TREATMENT OF DISPUTED CLAIMS

7.1. **Disputed Claims.**

7.1.1. For purposes of this Plan, any and all Claims that are subject to disallowance pursuant to Code §§ 502(e) and 509 shall be deemed to be disallowed as of the Confirmation Date, notwithstanding the absence of any objection thereto.

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7.1.2. Except as otherwise provided in the Plan, no payments shall be made with respect to any portion of a Disputed Claim unless and until any and all objections to such Disputed Claim or Actions against the Holder of a Disputed Claim have been determined by a Final Order. However, payment shall be made with respect to any undisputed portion of a Disputed Claim. Payments and distributions to each Holder of a Disputed Claim, to the extent that the Disputed Claim ultimately becomes an Allowed Claim, shall be made in accordance with the provisions of the Plan. Any payments that would have been made prior to the date on which a Disputed Claim becomes an Allowed Claim shall be made as soon as practicable after the date that the order or judgment of the Court determining such Claim to be an Allowed Claim becomes a Final Order.

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7.2. **Claims Objections Which Are Pending As of The Effective Date.** Claims objections may be filed by the Plan Proponent. Claims objections which are pending on the Effective Date may be prosecuted only by the Plan Proponent after such date unless the Claim is deemed Allowed under the Plan. The Plan Proponent shall have the discretion to litigate to judgment, settle (without notice and approval by the Court pursuant to Bankruptcy Rule 9019) or withdraw objections to Disputed Claims.

7.3. **Post-Confirmation Date Objections.** After the Confirmation Date, only the Reorganized Debtor may make and file objections to proofs of claim for any claims that are not deemed allowed under this Plan. Any such objections to Claims shall be filed with the Court at any time within ninety (90) days after the Effective Date. Such Plan Proponent shall have the discretion to litigate to judgment, settle, without notice or approval of the Court, or withdraw its objections.

ARTICLE VIII
EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1. **Executory Contracts And Unexpired Leases.**

8.1.1. The Debtor is a party to several executory contracts and unexpired leases, as more fully described in the Schedules. The Debtor has entered into oral or written agreements for the lease of the residential and commercial properties, agreements for the provision of sewage treatment to various West Virginia residents, and also settlement agreements (along with other parties) with numerous litigation settlement claimants. On the Petition Date, the Debtor also was a party for the lease for the drilling and/or extraction of oil and gas as to both the Aspen Manor Subsurface Assets and the Peace Point Subsurface Assets. The Debtor's oil and gas

leases as to Aspen Manor are continuing and still in effect and Debtor expects to receive substantial royalties in the future.

In respect of the Peace Point Subsurface Assets, pre-petition, Chesapeake and the Debtor had entered into certain Peace Point Chesapeake Leases. For leasing purposes, the Peace Point parcels which were broken into three pieces (151 acres, 478 acres, and 62 acres). In the context of the order approving the sale Auction of the Peace Point Subsurface Assets (Sales Order, CM/ECF #518, filed on March 8, 2013), Chesapeake agreed to waive any claim that the Peace Point Chesapeake Leases remain effective following the sale to the Bounty Minerals, LLC at the Auction, and Chesapeake agreed to execute such a waiver of the Chesapeake Leases in the favor of Bounty Minerals, LLC. The Debtor does not believe that Chesapeake has a claim against the Debtor arising out of the Peace Point Chesapeake Leases.

Any and all executory contracts and unexpired leases that have not been assumed prior to the Effective Date shall be deemed assumed as of the Effective Date. Unless otherwise agreed to by any counterparty to an Executory contract or unexpired lease, the Debtor shall pay all cure amounts due on the Effective Date.

8.1.2. To the extent that any executory contracts and unexpired leases are nevertheless deemed rejected or have been rejected, any Allowed Claims arising out of the rejection of any executory contract or unexpired lease shall be treated in accordance with the provisions relating to Class 14 Claims (General Unsecured Claims). Any executory contracts and unexpired leases rejected must file a Rejection Claim by the Rejection Claims Bar Date.

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8.1.3. Objections to Rejection Claims may be filed with the Court by the Debtor at any time prior to the thirtieth (30th) day following the Effective Date. Such objections shall be served upon the Holder of the Claim to which an objection is made. Any objection not timely filed shall be deemed waived by all parties-in-interest.

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ARTICLE IX DISCHARGE, EXCULPATION AND INJUNCTION

9.1. Injunction, Discharge And Exculpation Of Claims.

9.1.1. Exculpation Of Liability. Debtor's attorneys and financial advisors, and the Debtor's trustee(s), officers and directors shall not have or incur any liability to any Person for any act taken or omitted to be taken in good faith prior to or after the Effective Date (but after the Petition Date) in connection with the Case or related to the formulation, preparation, dissemination, implementation, confirmation or consummation of the Plan, the Disclosure Statement, or any other contract, instrument, release, agreement or other document created or entered into, or any act taken or omitted to be taken prior to or after the Effective Date in connection with the Plan or the Case, including, without limitation, any pleadings filed with, or actions taken in, the Court in connection with the Case or the formulation, preparation, dissemination, implementation, confirmation or consummation of the Plan and the Disclosure Statement; provided, however, that the foregoing provision

of section 9.1 of the Plan shall have no effect on the liability of any Person that would otherwise result from any such act or omission to the extent that such act or omission is determined by a Final Order to have constituted willful misconduct or gross negligence. **This Except as otherwise provided herein including but not limited to Section 9.4 of this Plan, this discharge and exculpation shall not serve to release Gene Charles Valentine from his obligations as Trustee of the Debtor under the Plan or as co-maker or guarantor under the**
Gulf Coast Loans, the U.S. Bank Claim and the Chesapeake Claim until the Plan treatment of each of those obligations has been fully performed and satisfied.

9.2. **Other Documents And Actions.** The Reorganized Debtor may cause any other party to execute documents that are or may be necessary to effectuate the transactions provided for in this Plan. The Reorganized Debtor or their representatives or agents shall take such other actions as may be necessary or appropriate to effectuating the terms of the Plan.

9.3. **Effect of Confirmation Order; Discharge.** Except as provided in § 1141(d) of the Bankruptcy Code, in the Post-Effective Date Loan Documents and as otherwise provided in the Plan, the provisions of the Plan and the Confirmation Order shall bind the Reorganized Debtor and all Holders of Claims or Interests and will be a judicial determination of discharge of all debts of the Debtor that arose before the Confirmation Date and any liability on a Claim that is determined under § 502 of the Bankruptcy Code as if such Claim had arisen before the Confirmation Date, whether or not a proof of claim based on any such date or liability is filed under § 501 of the Bankruptcy Code and whether or not a Claim 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, claims and interests of such holder, except as provided in the Plan.

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9.4. Extension of Stay to Debtor, Gene Valentine and PPFEF. The bankruptcy automatic stay, discharge and exculpation herein shall be extended to the Reorganized Debtor, Gene Valentine, and PPFEF until at least June 30, 2014, which is the proposed Closing Date of the Sale of the Aspen Manor Subsurface Assets, or as otherwise mutually agreed.

ARTICLE X MODIFICATION OF THE PLAN

10.1. **Modification Before The Confirmation Date.** The Plan Proponent, exclusively, may modify the Plan at any time before the Confirmation Date provided that the Plan, as modified, meets the requirements of Code §§ 1122 and 1123. Once the Plan Proponent files a modification with the Court in accordance with this section 10.1 of the Plan, the Plan, as modified, becomes the Plan. **If any material modification to the Plan is made after the solicitation package is sent out, but before the confirmation hearing, the Debtor will file a motion to determine if resolicitation is necessary.**

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10.2. **Modification After The Confirmation Date.** The Plan Proponent, exclusively,

may modify the Plan at any time after the Confirmation Date and before the Effective Date, provided that the Plan, as modified, meets the requirements of Code §§ 1122 and 1123 and so long as it does not materially or adversely affect the interest any creditors. After the Effective Date and before substantial consummation of the Plan, only the Plan Proponent may modify the Plan (and, in accordance with Code §1127(e), whether or not the Plan has been substantially consummated), provided that the Plan, as modified, meets the requirements of Code §§ 1122 and 1123. Any modification addressed in this paragraph may only be made with authorization from the Court after notice and a hearing.

10.3. **Defects, Omission, And Inconsistencies.** Before the Effective Date, the Plan Proponent may, with the approval of the Court, remedy any defect or omission, or reconcile or correct any inconsistencies in the Plan or amend the Plan in such manner as may be necessary to carry out the purpose and effect of the Plan, so long as it does not materially or adversely affect the interest of any Holders of Allowed Claims and Interests. After the Effective Date, the Plan Proponent may remedy any defect or omission, or reconcile or correct any inconsistencies in the Plan or amend the Plan in such manner as may be necessary to carry out the purpose and effect of the Plan, so long as it does not materially or adversely affect the interest of creditors.

ARTICLE XI **RETENTION OF JURISDICTION**

Following the Effective Date, and notwithstanding the entry of the Confirmation Order, the Court shall retain and have jurisdiction to the extent allowable by law or applicable law, for the following purposes:

11.1. To enable the consummation of the Plan and to resolve any disputes arising with respect thereto;

11.2. To enable the Plan Proponent or any other party to consummate any and all proceedings which it may bring prior to the entry of the Confirmation Order;

11.3. To set aside any and all Liens, levies and encumbrances as required by the Plan;

11.4. To hear and determine the Actions or adversary proceedings, including any and all claims, causes and actions seeking to: (i) recover any transfers, assets or damages which the Debtor, the Estate or any other party may be entitled to assert; and (ii) prosecute or recover money or property of the Estate under applicable provisions of the Code, including, without limitation, any avoidance actions brought by the Debtor pursuant to Code §§ 545, 546, 548, or 549 or other federal, state or local law;

11.5. To adjudicate all controversies concerning any Actions, the Auction, any sale, valuation of Collateral for, classification, subordination or allowance of any Claim or Interest;

11.6. To hear and determine all Claims arising from the rejection of any executory contracts or unexpired leases;

11.7. To fix, estimate and/or liquidate any Claims which are disputed, contingent, or unliquidated;

11.8. To determine any and all objections to the allowance of Claims or Interests;

11.9. To consider and act on the compromise and settlement of any Claim or cause of action by or against the Estate, respectively;

11.10. To adjudicate all Claims to a security interest in or Lien on any Assets of Debtor or in any proceeds thereof.

11.11. To determine extent priority or validity of Liens on Assets of the Debtor.

11.12. To recover all Assets and property of the Debtor or the Estate wherever located and to audit or require an accounting of any party that held Assets or property of the Estate;

11.13. To adjudicate and determine any cause of action including the Actions provided for under the Plan;

11.14. To hear and determine any and all controversies regarding any releases, waivers, and guarantees affected by the Plan;

11.15. To hear and determine any and all motions to assume and assign any executory contract or unexpired lease;

11.16. To make such orders as are necessary or appropriate to carry out the provisions of this Plan;

11.17. To consider any modifications of the Plan, remedy any defect or omission or reconcile or correct any inconsistency in the Plan or in any order of the Court, including the Confirmation Order;

11.18. To adjudicate and determine any and all adversary proceedings permitted under the Code;

11.19. To hear and determine all fee applications and fee disputes regarding Professional Fees and objection to allowance of Administrative Claims;

11.20. To issue injunctions, enter and implement other orders or to take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation or enforcement of this Plan; and

11.21. To enter an order closing the Case and hear and determine any matter related hereto.

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ARTICLE XII
GENERAL PROVISIONS

12.1. **Title to Assets.** Except as otherwise set forth in the Plan, and in accordance with Code § 1141, all Assets of the Estate shall revert in the Reorganized Debtor as of the Effective Date free and clear of all interests, Liens, claims and encumbrances.

12.2. **No Levy.** To the fullest extent allowed by applicable law, the distributions made pursuant to this Plan shall not be subject to levy, garnishment, attachment or like legal process by any Person by reason of any claimed subordination agreement, right to avoid payments or transfers, guaranties or otherwise (unless specifically provided for under this Plan), so that each Holder of an Allowed Claim will have and receive the full benefit, if any, of distributions provided under this Plan.

12.3. **Interest Payments.** All Holders of Allowed Claims hereby waive any and all interest, late charges, penalties, attorneys' fees, court costs, and any other such charges of any kind arising from or related to such Claims not expressly provided for in this Plan.

12.4. **Filing Of Additional Documents.** On or before the Effective Date, the Plan Proponent may file with the Court such agreements and other documents including a Plan Supplement which may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. In addition, the Court, to the extent necessary, shall direct any party or Person to execute all appropriate documents and instruments to implement or further the provisions of the Plan.

12.5. **Cure of Default.** Except as otherwise provided under provisions of the Plan or in any post-Effective Date loan documents, no default shall occur under this Plan unless and until the Reorganized Debtor and its counsel shall have received written notice of default setting forth the specific provision of the Plan and the method of cure sought under Paragraph 6.3 of this Plan, and the Reorganized Debtor has failed to cure such default within one hundred and twenty (120) days of receipt of the written notice. With the Aspen Manor Sale Proceeds, the Reorganized Debtor shall within ten (10) days of the Closing Date cure the arrearages for any and all outstanding Old Plan payments that have not been timely made pursuant to the terms of this Plan as if paid timely under the Old Plan.

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12.6. **Quarterly Fees.** The Reorganized Debtor shall pay Quarterly Fees, based upon all post-confirmation disbursements made for post-Confirmation periods within the time periods

set forth in 28 U.S.C. § 1930(a)(6) until the earlier of the closing of this Case by the issuance of final decree by the Court, or upon the entry of an order by this Court dismissing the case, or converting this case to another chapter under the Code. The Reorganized Debtor shall provide to the U.S. Trustee upon the payment of each post-Confirmation payment a report indicating disbursement for the relevant periods.

12.7. **Transfer Taxes.** The transfer of any Assets of the Estate, the making or delivery of any instrument of transfer under the Plan, or the recording of any deed, lease, or other instrument executed and delivered in connection with the Plan shall be free and clear of any and all stamp or similar Taxes imposed upon the making or delivery of an instrument of transfer pursuant to Code § 1146(c). The sale of both the Peace Point Subsurface Assets and the Aspen Manor Subsurface Asset shall be deemed to be made under this Modified Plan and shall not be subject to transfer taxes as set forth herein.

12.8. **Compliance.** This Plan is not proposed principally for the purpose of avoidance of Taxes or the avoidance of the application of Section 5 of the Securities Act of 1933. The provisions of Code §§ 1145 and 1146 shall apply hereto to the fullest extent permitted by law.

12.9. **Reservation under Code §1129(b).** If all impaired classes do not vote in favor of the Plan, the Debtor shall seek confirmation of the Plan in accordance with Code § 1129(b) either under the terms provided herein or upon such terms as may exist if the Plan is modified in accordance with Code § 1127(a) and the Plan.

12.10. **Reservation of Rights.** If the Plan is not confirmed by Final Order, or if the Plan is confirmed and the Effective Date does not occur, the rights of all parties in interest in the Case are and will be reserved in full. Any concessions, settlements or statements reflected therein are made for the purposes of the Plan only, and if Confirmation Date or the Effective Date does not occur, no party in interest in the Case shall be bound nor deemed prejudiced by any concession, settlement or statement.

12.11. **Notices.** All notices other than to the Debtor or Reorganized Debtor shall be deemed given when actually received or refused by the party to whom the same is directed. Each party may designate a change of address or supplemental addressee(s) by notice to the other affected parties given at least five (5) Business Days before such change of address is to become effective or by filing a Plan Supplement prior to or after the Effective Date.

12.12. **Recordation of Plan and Confirmation.** A true, certified copy of the Plan and/or the Confirmation Order may be recorded in any public place appropriate for such recordation. Pursuant to Code § 1146(c), the making or delivery of an instrument of transfer under the Plan may not be taxed under any law imposing a stamp tax or similar tax. In order to effectuate Code § 1146(c), each recorder of deeds or similar official for any county, city or governmental unit in which deeds for transfer of any property of the Estate is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such deeds for recording and promptly to record such deeds. The Confirmation Order shall provide that the filing of any objection thereto shall not stay the effect of the Confirmation Order and shall not

exempt or excuse any recorder of deeds or similar official from promptly accepting and recording any such deeds.

12.13. **Headings.** The article and section headings used in the Plan are inserted for convenience and reference only and neither constitutes a part of the Plan nor in any manner effect the terms, provisions or interpretation of the Plan.

12.14. **Computation Of Time.** In computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

12.15. **Severability.** If, prior to the Effective Date, any term, provision or portion of any provision of the Plan is held by the Court to be invalid, illegal, void or unenforceable for any reason, the Court shall have the power to alter, amend and/or interpret such term, provision or portion of the provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose and intent of the term, provision or portion of the provision held to be invalid, illegal, void or unenforceable; and, except as may be determined by the Plan Proponent, and any other Person directly and materially affected, (i) such term, provision or portion of the provision will then be applicable and valid as so altered, amended, or interpreted or (ii) such term shall be deemed deleted from the Plan. The remaining terms, provisions or portions of the provisions of the Plan shall remain in full force and effect and will in no way be affected, impaired or invalidated by such alteration, amendment or interpretation.

12.16. **Governing Law.** Except to the extent that the Code is applicable, the rights and obligations arising under the Plan and any documents, instruments or agreements executed in connection with the Plan (except as otherwise indicated in such documents, instruments or agreements) shall be governed by, and construed and enforced in accordance with, the laws of the State of West Virginia, without giving effect to the principles of conflicts of law thereof.

12.17. **Binding Effect.** The provisions of this Plan and the Confirmation Order shall be binding upon and for the benefit of all parties in interest and all other Persons to the fullest extent permitted by Code § 1141. The provisions of this Plan and the Confirmation Order shall also inure to the benefit of the Plan Proponent, and the Holders of Claims or Interests, and their respective successors, assigns, heirs and personal representatives, whether or not the Claims or Interests are impaired by the Plan and whether or not such Person or the Holder of any Claim or Interest voted to accept or reject the Plan or was deemed to have accepted or rejected the Plan.

[CONTINUED ON NEXT PAGE]

12.18. **Plan Controls.** In the event that any provision of the Plan is inconsistent with the provisions of the Disclosure Statement, the provisions of the Plan shall control.

Respectfully Submitted,

By: _____
Gene Charles Valentine
Trustee of the Gene Charles Valentine Trust

| Dated: ~~August 2, 2013~~ March 26, 2014