

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF PENNSYLVANIA**

In Re:

Chapter 11

Imperial Business Park, L.P.

Case No. 08-26580-JKF

Debtor.

**PLAN OF REORGANIZATION
DATED DECEMBER 30, 2008**

**ARTICLE I.
DEFINITIONS**

The capitalized terms set forth below shall have the following meanings:

Administrative Claim

Means a Claim, other than a Fee Claim, for payment of costs or expenses of administration specified in sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation: (a) the actual, necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the businesses of the Debtor (such as wages, salaries, or commissions for services rendered); and (b) all fees and charges assessed against the Estate pursuant to section 1930 of title 28 of the United States Code.

Agreement for Sale and Purchase of Real Estate and Assignment of Leases of Non Residential Property (“Agreement of Sale”)

Means the Agreement of Sale attached as Exhibit “C” to the Sale Motion. Under this Plan, the Prevailing Bidder of the Debtor’s Real Estate will assume the Debtor’s contracts and contractual obligation set forth in Schedule “B” of Exhibit C and will be responsible for discharging and completing all of the Debtor’s duties and responsibilities thereunder including, without limitation, the Utility and Development Agreements unless rejected under Article VIII of this Plan. For more information on these issues, see the Sale Motion filed at Docket # 42 in the Court’s Electronic Case Management System.

Allowed Claim

Means a Claim to the extent such Claim is: (a) either (i) scheduled by the Debtor pursuant to the Bankruptcy Code and Bankruptcy Rules in a liquidated amount and not listed as contingent, unliquidated, zero, undetermined or disputed; or (ii) proof of which has been timely filed, or deemed timely filed with the Court pursuant to the Bankruptcy Code, the Bankruptcy Rules and/or any applicable orders of the Court, or late filed with leave of Court; and (b) either (i) not objected to within the period fixed by the Bankruptcy Code, the Bankruptcy Rules and/or applicable orders of the Court; or (ii) that has otherwise been allowed by a Final Order or pursuant to this Plan. An Allowed Claim includes a previously Disputed Claim to the extent such Disputed Claim becomes allowed when the context so requires.

Allowed [Class Designation] Claim

Means an Allowed Claim in the specified Class. For example, an Allowed Unsecured Claim is an Allowed Claim in the Unsecured Claims Class designated herein as Class 6.

Auction Sales Date

Means March 13, 2009 at 9:30 a.m. when the Real Estate shall be exposed for auction sale to the highest and best Qualified Bidder (i.e., the Prevailing Bidder) pursuant to the terms of the Sale Motion.

Bankruptcy Code

Means title 11 of the United States Code, as now in effect or hereafter amended.

Bankruptcy Rules

Means the Federal Rules of Bankruptcy Procedure and the local rules of the Court (including any applicable local rules of the United States Bankruptcy Court for the Western District of Pennsylvania), which are now in effect or hereafter amended.

Business Day

Means any day except a Saturday, Sunday, or “legal holiday” as such term is defined in Bankruptcy Rule 9006(a).

Cash

Means legal tender of the United States or its equivalents, including but not limited to: bank deposits, checks, and other similar items.

Claim

Means a claim against the Debtor, whether or not asserted, known or unknown, as such term is defined in section 101(5) of the Bankruptcy Code.

Class

Means a group of Claims or Interests described in Articles II or III of the Plan.

Collateral

Means property of the Debtor or its Estate that secures a Secured Claim, up to the amount of such Claim.

Confirmation Date

Means the date the Court enters the Confirmation Order on its docket.

Confirmation Hearing

Means the hearing pursuant to which the Court enters the Confirmation Order.

Confirmation Order

Means the Order of the Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

Court or Bankruptcy Court

Means the United States Bankruptcy Court for the Western District of Pennsylvania.

Debtor

Means Imperial Business Park, L.P.

Disbursing Agent

Means Rudov & Stein, P.C. which shall be solely authorized to collect all funds realized under the Sale Motion and Litigation Claims and, thereafter, shall be required to make those Distributions as required by this Plan.

Disclosure Statement

Means the Disclosure Statement that relates to this Plan, and only this Plan, as approved by an Order of the Court pursuant to section 1125 of the Bankruptcy Code, as such Disclosure Statement may be amended, modified, or supplemented (and all Schedules annexed thereto or referred to therein).

Disclosure Statement Order

Means the order of the Court approving the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code.

Disputed Claim

Means that portion (including, when appropriate, the whole) of a Claim that is not an Allowed Claim. For the purposes of the Plan, a Claim shall be considered a Disputed Claim in its entirety before the time that an objection has been or may be filed if: (a) the amount or classification of the Claim specified in the relevant proof of claim exceeds the amount or classification of any corresponding Claim scheduled by the Debtor in its Schedules of Assets and Liabilities; (b) any corresponding Claim scheduled by the Debtor has been scheduled as disputed, contingent or unliquidated; or (c) no corresponding Claim has been scheduled by the Debtor in its Schedules of Assets and Liabilities.

Distribution

Means the distribution in accordance with this Plan of Cash or other property, as the case may be, from the Disbursing Agent.

Distribution Address

Means the address set forth in the relevant proof of claim. If no proof of claim is filed with respect to a particular Claim, such defined term means the address set forth in the Debtor's Schedules of Assets and

Liabilities or the register maintained for Equity Interests of the Debtor unless a change in address notification is received by the Clerk of the Bankruptcy Court.

Effective Date

Means (a) if no stay of the Confirmation Order is in effect, the Effective Date shall be the Confirmation Date; or (b) if a stay of the Confirmation Order is in effect, the Effective Date shall occur on the first Business Day after the later of: (i) the date such stay is vacated or any appeal, rehearing, remand or petition for certiorari is resolved in a manner that does not reverse or materially modify the Confirmation Order; and (ii) the date which is no later five (5) days after the Confirmation Order becomes a Final Order by the Court. The Debtor may elect to waive any of the foregoing and file a Notice with the Bankruptcy Court designating any date after the definition herein as the Effective Date. Nothing herein shall prohibit the Debtor from concluding the Sale Transaction and Closing under 11 U.S.C. §363(m).

Employee Programs

Means any program to or for the benefit of the employees of the Debtor. [None believed to exist.]

Employee Program Claim

Means any Claim arising from or related to the Debtor's operation or maintenance of the Employee Programs. [None believed to exist].

ERISA

Means the Employee Retirement Income Security Act of 1974, as amended (29 U.S.C. § 1001 et seq.).

Estate

Means the estate created in the Reorganization Case pursuant to section 541 of the Bankruptcy Code.

Estimation Order

Means an order or orders of the Court estimating for voting and/or distribution purposes (under section 502(c) of the Bankruptcy Code) the aggregate (and if applicable, individual) Face Amount of Disputed Claims in each relevant Class. The defined term Estimation Order includes the Confirmation Order if the Confirmation Order grants the same relief that would have been granted in a separate Estimation Order.

Face Amount

Means (a) with respect to any Claim for which a proof of claim is filed, an amount equal to: (i) the liquidated amount, if any, set forth therein; or (ii) any other amount set forth in an Estimation Order; or (b) with respect to any Claim scheduled in the relevant Debtor's Schedules of Assets and Liabilities, but for which no proof of claim is filed, the amount of the Claim scheduled as undisputed, noncontingent and liquidated.

Fee Claim

Means a Claim for compensation or reimbursement of expenses pursuant to section 327, 328, 330, 331 or 503(b) of the Bankruptcy Code in connection with the Reorganization Case.

Fee Claims Reserve

Means a reserve established on or before the Effective Date by the Debtor to pay the Fee Claims allowed by Final Order of the Court. The Fee Claims Reserve shall be established in an amount to be determined by the Debtor or its counsel representing (i) accrued holdbacks relating to Fee Claims approved by the Court prior to the date hereof (if any), and (ii) the Debtor or its counsel's estimate of the reasonable Fee Claims accrued or likely to accrue through the Effective Date but not yet approved or disapproved by the Court. To the extent Cash does not exist prior to the Sale Transaction and Closing, the Fee Claims Reserve shall be established and payable from Net Proceeds from the Sale Transaction and Closing.

Final Order

Means an action taken or order issued by the Bankruptcy Court as to which: (i) no request for stay of the action or order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or order, or protest of any kind, is pending before the Bankruptcy Court and the time for filing any such petition or protest is passed; (iii) the Bankruptcy Court does not have the action or order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; (iv) the action or order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

Holder

Means a Person holding an Interest or a Claim.

Insurance Claim

Means any Claim against a Debtor that the Debtor asserts is payable, in whole or in part, under any Insurance Policy.

Insurance Policy

Means any policy of insurance and any agreements relating thereto that may be available to provide coverage for Claims against the Debtor or in favor of the Debtor which are in effect before, during or after the Petition Date.

Interest or Equity Interest

Means an equity security, within the meaning of section 101(16) of the Bankruptcy Code or a holder of an equity security, within the meaning of Section 101(17) of the Bankruptcy Code. Under this Plan, it also means the interests of the limited and general partners in the Limited Partnership as more fully set forth in the Partnership Agreement and all document related thereto.

Litigation Claim

Means any claim, right or cause of action, including a claim, right or cause of action accruing or incorporated under Chapter 5 of the Bankruptcy Code which may be asserted by or on behalf of the Debtor, whether known or unknown, in law, equity or otherwise, other than any claim, right or cause of action which has been waived pursuant to the Plan, the Confirmation Order or another Court order in the Reorganization Case entered prior to the Effective Date. For the purposes of disclosure and in accordance with *Oneida Motor Freight vs. New Jersey Bank*, 848 F.2d 414 (3rd Cir. 1988), the Debtor discloses that it may engage in litigation against:

- A. Allegheny Power under the refunding/reimbursement agreement;
- B. Landau Building Co. for return of an unearned deposit for construction of building #250;
- C. Any Holder asserting a Claim that the Debtor believes a Disputed Claim.

Net Proceeds

Means the Cash consideration received from the sale, transfer, or collection of property of the Estate or the conversion of such property to Cash in some other manner as contemplated in this Plan, whether occurring prior to or after the Effective Date, less the reasonable, necessary and customary expenses attributable to such sale, transfer, collection or conversion, including the payment of Allowed Fee Claims and Administrative Claims, the costs of curing defaults under executory contracts that are assigned, paying personal property or other taxes accruing in connection with such sale, transfer or conversion or such property, brokerage fees and commissions, collection costs, reasonable attorneys' fees and expenses and any applicable taxes or other claims of any governmental authority in connection with such property and any escrows or accounts established to hold funds for purchase price adjustments, indemnification claims, or other purposes in connection with such sale, transfer or collection; provided, however, that upon the release to the Debtor of funds from such escrows or accounts, such funds shall become Net Proceeds of the relevant sale, transfer or collection. All Holders and other parties in interest expressly reserve the right to object to the nature, extent, amount or allowance of any costs, fees, expenses or other items proposed to be deducted from the proceeds of any property converted to Cash in determining the amount of Net Proceeds available for distribution. In the event that the Net Proceeds mature and are tendered to the Debtor after the Confirmation Order, those Net Proceeds will not be subject to assessment by the United States Trustee.

Partnership and Partnership Agreement

Means the Imperial Business Park, L.P., Limited Partnership Agreement dated April 8, 2005, and all amendments and other documents related thereto.

Person

Means any individual, corporation, partnership, association, indenture trustee, organization, joint stock company, joint venture, estate, trust, governmental unit or any political subdivision thereof, the Creditors' Committee, Interest Holders, Holders of Claims, current or former employees of the Debtor, or any other entity.

Petition Date

Means October 2, 2008

Plan

Means this Plan of Reorganization, dated as of the date set forth on the first page hereof for the Debtor, together with any amendments or modifications hereto as the Debtor may file hereafter in accordance with the terms of the Plan (such amendments or modifications only being effective if approved by order of the Court).

Priority Claim

Means any Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code, other than: (a) an Administrative Claim; (b) a Priority Tax Claim; or (c) a Fee Claim.

Priority Tax Claim

Means a Claim entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code.

Pro Rata or Pro Rata Basis

Means proportionately so that the ratio of the amount of the Distribution made on account of a particular Allowed Claim to the Distributions made on account of all Allowed Claims of the Class in which the particular Allowed Claim is included is the same as the ratio of the amount of such particular Allowed Claim to the total amount of Allowed Claims of the Class of which such particular Allowed Claim is included.

Real Estate

Means that parcel or parcels of real property more commonly known as the Imperial Business Park, L.P., Oakdale, Pennsylvania 15071, the complete legal description of which is referenced in the Sale Motion.

Reorganization Case

Means the chapter 11 case of the Debtor pending before the Court at case number 08-26580.

Reorganized Debtor

Means Imperial Business Park, L.P., immediately following the Confirmation Date and shall also include any successors or assigns.

Sale Motion

Means the of Amended Motion Of Debtor-In-Possession For An Order (A) Approving Sale Procedures And Buyer Protections In Connection With Sale Of Its Assets And Other Property; (B) Scheduling Auction And Hearing To Consider Approval Of Sale; (C) Approving Notice Of Auction And For Hearing On Approval Of Sale; (D) Approving Forms Of Notice; (E) Approving Sale Of Assets Free And Clear Of All Liens, Claims, Interests And Encumbrances; And (F) Granting Related Relief which was filed on or about November 14, 2008 at docket #42.

Sale(s) Sections

Means the statutory authority pursuant to, inter alia, sections 363, 1123(a)(5)(D) and 1146 of the Bankruptcy Code for the Debtor or the Reorganized Debtor to sell its Real Estate pursuant to this Plan and the Sale Motion.

Sales Transaction and Closing

Means the final transaction between the Debtor and the Prevailing Bidder (as defined in the Sale Motion) of the Real Estate whereby conveyancing documents are executed and the Cash and the Real Estate are transferred to the respective parties. Under this Plan, any Sales Transaction and Closing shall be deemed to have occurred under the Sale Sections but pursuant to this Plan and shall be free and clear of any Claims and encumbrances whatsoever as well as any transfer stamps or sale taxes pursuant to 11 U.S.C. §1146(a). Any Claims shall attach to the Net Proceeds of the Sales Transaction and Closing according to the terms of this Plan or as otherwise determined by the Bankruptcy Court.

Sales Transaction and Closing Date

Means the date upon which the Sales Transaction and Closing occurs which shall be no later than ten (10) business days following the Auction Sales Date or Confirmation Date, which ever occurs later.

Schedule of Assets and Liabilities

Means the Debtor's schedule of assets and liabilities filed with the Court pursuant to sections 521(a)(1) and 1106(a)(2) of the Bankruptcy Code, and as amended from time to time.

Secured Claim

Means, pursuant to section 506 of the Bankruptcy Code, that portion of a Claim that is secured by a valid, perfected and enforceable security interest, lien, mortgage or other encumbrance, that is not subject to avoidance under applicable bankruptcy or non-bankruptcy law, in or upon any right, title or interest of the Debtor in and to property of the Estate, to the extent of the value of the Holder's interest in such property as of the relevant determination date. The defined term Secured Claim includes any Claim that is: (i) subject to an offset right under applicable law; and (ii) a secured claim against the Debtor pursuant to sections 506(a) and 553 of the Bankruptcy Code. Such defined term shall not include for voting or distribution purposes any such Claim that has been or will be paid in connection with the cure of defaults under an assumed executory contract or unexpired lease under section 365 of the Bankruptcy Code.

Unclaimed Property

Means any Cash or other distributable property unclaimed on or after the Effective Date or the date on which an additional Distribution would have been made in respect of an Allowed Administrative, Priority, Priority Tax, Secured, Fee Claim or the seven (7) Classes of Claims identified in this Plan. Unclaimed Property shall include: (a) checks (and the funds represented thereby) mailed to a Distribution Address and returned as undeliverable without a proper forwarding address; (b) funds for uncashed checks; and (c) checks (and the funds represented thereby) not mailed or delivered because no Distribution Address to mail or deliver such property was available, notwithstanding efforts by the Debtor to locate such address which were reasonable under the circumstances.

United States Trustee

Means the Office of the United States Trustee for the Western District of Pennsylvania.

Unsecured Claim

Means any Claim that is not: (a) an Administrative, Priority, or Priority Tax Claim; (b) a Secured Claim; (c) an Insurance Claim; (d) a Fee Claim; (e) a Claim included within any other Class of Claims or Interests or (f) any Claim identified or classified as unsecured in this Plan.

Utility and Development Agreements

Means those agreements executed by the Debtor and any third parties regarding utilities on the Debtor's real property including but not limited to:

1. Township of North Fayette Developers' Agreement.
2. PennWorks Loan Reimbursement.
3. Neighborhood Improvement District Agreement.
4. Any and all open DEP issues.
5. Highway occupancy permit.
6. Road Improvement Agreement (and Cost Estimates attendant thereto).
7. LERTA Agreements.
8. Building 150 WACMA.
9. Any right of way, easements or like-kind agreements.
10. Any other agreement identified in the Sale Motion.

ARTICLE II. METHOD OF CLASSIFICATION OF CLAIMS AND INTERESTS AND GENERAL PROVISIONS

2.1. General Rules of Classification

Subject to the restrictions of section 1123 (a)(1) of the Bankruptcy Code, a Claim is classified in a particular Class for Distribution purposes only to the extent the Claim has not been paid, released or otherwise satisfied and qualifies within the description of that Class, and is classified in another Class or Classes to the extent any remainder of the Claim qualifies within the description of such other Class or Classes.

2.3. Administrative Claims, Priority Tax Claims and Fee Claims

Administrative Claims, Fee Claims and Priority Tax Claims have not been classified and are excluded from the Classes set forth in Article III in accordance with section 1123(a)(1) of the Bankruptcy Code. These Claims are addressed in Article IV of this Plan.

2.4. Bar Date for Administrative Claims

To be eligible to receive Distributions under the Plan on account of an Administrative Claim, a Holder of an Administrative Claim must have filed a request for payment of such Claim within 45 days following the Confirmation Date or such other date as established by the Court in its Post Confirmation Order.

**ARTICLE III.
CLASSIFICATION OF CLAIMS AND INTERESTS**

The following is the designation of the Classes of Claims and Interests under the Plan:

3.1. Class 1 LaSalle Bank, N.A.

Shall consist of the Allowed Claim of LaSalle Bank, N.A. (“LaSalle”).

3.2. Class 2 Redevelopment Authority of Allegheny County

Shall consist of the Allowed Claim of Redevelopment Authority of Allegheny County (“RAAC”).

3.3. Class 3 Independent Enterprises Incorporated

Shall consist of the Allowed Claim of Independent Enterprises Incorporated (“IEI”).

3.4. Class 4 Taylour Interiors Systems, Inc.

Shall consist of the Allowed Claim of Taylour Interiors Systems, Inc. (Taylour”).

3.5. Class 5 Township of North Fayette

Shall consist of the Allowed Claims of the Township of North Fayette (“North Fayette”).

3.6. Class 6 Unsecured Creditors

Shall consist of the Allowed Claims of Unsecured Creditors (“Unsecured Creditors”).

3.7. Class 7 Partnership Interests

Shall consist of the Allowed Claims of Equity Interest Holders (“Equity Interest”).

**ARTICLE IV.
TREATMENT OF UNIMPAIRED CLASSES**

The debtor believes that the Claims listed below are not impaired by this Plan. Pursuant to section 1126(f) of the Bankruptcy Code, Holders of unimpaired Claims shall be deemed to have accepted the Plan.

4.1. Administrative Claims¹

Unless (a) otherwise provided for herein or (b) the Holder of an Allowed Administrative Claim agrees to receive other, less favorable treatment, each Holder of an Allowed Administrative Claim shall be paid 100% of the unpaid allowed amount of such Administrative Claim in Cash on or as soon as reasonably practicable after the Effective Date. Notwithstanding the immediately preceding sentence: (i) any Administrative Claims for

¹While the Bankruptcy Code specifies that administrative claims, tax claims and professional fees are not to be classified in a Plan of Reorganization [See 11 U.S.C. § 1123(a)(1)], these claims have been identified in this Article so that the Plan document is complete.

goods sold or services rendered representing liabilities incurred by the Debtor in the ordinary course of business during the Reorganization Case involving trade or vendor Claims, subject to compliance with any applicable bar date, shall be paid by the Class 1 Claimant or Debtor in the ordinary course in accordance with the terms and conditions of any agreements relating thereto; and (ii) Administrative Claims of the United States Trustee for fees pursuant to 28 U.S.C. § 1930(a)(6) shall be paid in accordance with the applicable schedule for payment of such fees on or before the Effective Date.

4.2. Fee Claims

Each Holder of an Allowed Fee Claim shall receive 100% of the unpaid allowed amount of such Claim in Cash on the Effective Date of the Plan from the Fee Claims Reserve or the Net Proceeds of the Sale Transaction and Closing. Notwithstanding the foregoing, the Holder of an Allowed Fee Claim may receive such other, less favorable treatment as may be agreed upon by the claimant and the Debtor. The Fee Claims shall be entitled to priority of payment ahead of all other Claims in the case.

ARTICLE V. TREATMENT OF IMPAIRED CLASSES

5.1. Claim of LaSalle Bank, N.A. (“LaSalle”)

Pursuant to Article V of this Plan, the Class 1 Claimant shall be entitled to receive on account of its Allowed Secured Claim the Net Proceeds from the Sale Transaction and Closing that are traceable to its Allowed Secured Claim after Payment of all Allowed Administrative and Fee Claims. In the event that the Real Estate Collateral is not sufficient to fully satisfy its Allowed Secured Claim, the remaining Allowed Claim of the Class 1 Claimant shall be treated as an Unsecured Claim and paid on a Pro Rata Basis with all Unsecured Creditors. LaSalle shall be entitled to “credit bid” its Allowed Class 1 Claim pursuant to, inter alia, 11 U.S.C. §363(k) and 1123(a)(5)(D) on the Auction Sale Date of the Real Estate.

5.2. Claim of Redevelopment Authority of Allegheny County (“RAAC”)

Pursuant to Article V of this Plan, the Class 2 Claimant shall be entitled to receive on account of its Allowed Secured Claim the Net Proceeds from the Sale Transaction and Closing that are traceable to its Allowed Secured Claim after payment in full of all Allowed Administrative and Fee Claims and the Allowed Secured Claim of Class 1. In the event that the Real Estate Collateral is not sufficient to fully satisfy its Allowed Secured Claim, the remaining Allowed Claim of the Class 2 Claimant shall be treated as an Unsecured Claim and paid on a Pro Rata Basis with all Unsecured Creditors. RAAC shall be entitled to “credit bid” its Allowed Class 2 Claim pursuant to, inter alia, 11 U.S.C. §363(k) and 1123(a)(5)(D) on the Auction Sale Date of the Real Estate.

5.3. Claim of Independent Enterprises Incorporated (“IEI”)

Pursuant to Article V of this Plan, the Class 3 Claimant shall be entitled to receive on account of its Allowed Secured Claim the Net Proceeds from the Sale Transaction and Closing that are traceable to its Allowed Secured Claim after payment in full of all Allowed Administrative and Fee Claims and the Allowed Secured Claim of Classes 1 and 2. In the event that the Real Estate Collateral is not sufficient to fully satisfy its Allowed Secured Claim, the remaining Allowed Claim of the Class 3 Claimant shall be treated as an Unsecured Claim and paid on a Pro Rata Basis with all Unsecured Creditors. IEI shall be entitled to “credit bid” its Allowed Class 3 Claim pursuant to, inter alia, 11 U.S.C. §363(k) and 1123(a)(5)(D) on the Auction Sale Date of the Real Estate.

5.4. Claim of Taylour Interiors Systems, Inc. (“Taylour”)

Pursuant to Article V of this Plan, the Class 4 Claimant shall be entitled to receive on account of its Allowed Secured Claim the Net Proceeds from the Sale Transaction and Closing that are traceable to its Allowed Secured Claim after payment in full of all Allowed Administrative and Fee Claims and the Allowed Secured Claim of Classes 1, 2 and 3. In the event that the Real Estate Collateral is not sufficient to fully satisfy its Allowed Secured Claim, the remaining Allowed Claim of the Class 4 Claimant shall be treated as an Unsecured Claim and paid on a Pro Rata Basis with all Unsecured Creditors. Taylour shall be entitled to “credit bid” its Allowed Class 4 Claim pursuant to, inter alia, 11 U.S.C. §363(k) and 1123(a)(5)(D) on the Auction Sale Date of the Real Estate.

5.5. Claim of the Township of North Fayette (“North Fayette”)

Pursuant to Article V of this Plan, the Class 5 Claimant shall be entitled to receive on account of its Allowed Priority Claim the Net Proceeds from the Sale Transaction and Closing that are traceable to its Allowed Priority Claim after payment in full of all Allowed Administrative and Fee Claims and the Allowed Secured Claim of Classes 1, 2, 3 and 4. In the event that the Real Estate Collateral is not sufficient to fully satisfy its Allowed Priority Claim, the remaining Allowed Claim of the Class 5 Claimant shall be treated as an Unsecured Claim and paid on a Pro Rata Basis with all Unsecured Creditors.

5.6. Claim of Unsecured Creditors (“Unsecured Creditors”)

Pursuant to Article V of this Plan, the Class 6 Unsecured Creditors shall be entitled to receive on account of their Allowed Unsecured Claim a Pro Rata Distribution of the Net Proceeds from the Sale Transaction and Closing that remain after payment in full of all Allowed Administrative and Fee Claims and the Allowed Claims of Classes 1, 2, 3, 4 and 5. Moreover, Class 6 Unsecured Creditors (including deficiency Secured Claims) shall be entitled to a Pro Rata Distribution of the Net Proceeds received from the Litigation Claims.

5.7. Claim of Partnership Interest

Pursuant to Article V of this Plan, the Class 7 Claimants shall be entitled to receive on account of their Allowed Claim a Pro Rata Distribution from the Net Proceeds that arise from the Sale Transaction and Closing or the Litigation Claims that remain after payment in full of all Allowed Administrative and Fee Claims and the Allowed Claims of Classes 1, 2, 3, 4, 5 and 6.

**ARTICLE VI.
IMPLEMENTATION**

In addition to the provisions set forth elsewhere in the Plan, the following shall constitute the means of execution and implementation of the Plan.

6.1. Plan Theory

In order to implement its Plan of Reorganization, the Debtor has elected to sell its Real Estate comprised of approximately 98 acres located in North Fayette Township, Pennsylvania. The Debtor has elected to proceed sell its Real Estate pursuant to the Sale Sections of the Bankruptcy Code but under the terms of a confirmed Plan of Reorganization in order to obtain the favorable benefits afforded under 11 U.S.C. § 1146(a) so that the property is transferred without transfer stamps. Under the Sale Motion, it is possible funds will be made available to provide for a distribution to non-Secured Claim Holders of the Debtor from the Net Proceeds of the Sale Motion and the Litigation Claims.

6.2. Powers / Directors and Officers

On the Confirmation Date, the authority, power and incumbency of the persons then acting as a Director or officers of the Debtor, including any general Partners, shall continue and such directors, officers or managing general Partner shall be deemed to have continued in their position without interruption.

6.3. Employee Programs

From and after the Effective Date, to the extent not earlier terminated in accordance with their terms by operation of Law or by Order of Court, the Employee Programs shall be deemed to have been terminated with no further action required by the Debtor or Reorganized Debtor and to the extent any of such Employee Programs constitute distinct executory contracts with individual employees or otherwise, such contracts shall be deemed rejected in accordance with Article VIII below.

6.4. Exemption from Certain Transfer Taxes

Pursuant to section 1146(a) of the Bankruptcy Code: (i) the issuance, transfer or exchange of any securities, instruments or documents; (ii) the creation of any other lien, mortgage, deed of trust or other security interest; or (iii) the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of or in connection with, the Plan or the sale of any assets of the Debtor, including any deeds, bills of sale or assignments executed in connection with the Plan or the Confirmation Order, shall not be subject to any stamp tax, transfer tax, intangible tax, recording fee, or similar tax, charge or expense to the fullest extent provided for under section 1146(a) of the Bankruptcy Code. The Sales Transaction and Closing is specifically intended to occur post Confirmation and receive the benefit of this section of the Plan.

6.5. Setoffs

Except as otherwise provided in the Plan, the Confirmation Order, or in agreements previously approved by Final Order of the Court, the Debtor may, pursuant to applicable law (including section 553 of the Bankruptcy Code), offset against any Claim, including an administrative expense of the Debtor, before any Distribution is made on account of such Claim, any and all of the claims, rights and causes of action of any nature that the Debtor may hold against the Holder of such Claim; provided, however, that neither the failure to effect such a setoff, the allowance of any Claim hereunder, any other action or omission of the Debtor, nor any provision of this Plan shall constitute a waiver or release by the Debtor of any such claims, rights and causes of action that the Debtor may possess against such Holder. To the extent the Debtor fails to set off against a creditor and seek to collect a claim from such creditor after a Distribution to such creditor pursuant to the Plan, the Debtor, if successful in asserting such claim, shall be entitled to full recovery on the claim of such party or

parties against such creditor. The Debtor may seek Court approval for any such setoff or, on a quarterly basis, for any such setoffs affected or proposed to be effected within such quarterly period.

6.6. Withdrawal of the Plan

The Debtor reserves the right, in the exercise of its reasonable discretion, to revoke, withdraw or modify this Plan at any time prior to the Confirmation Date or, if the Debtor is for any reason unable to consummate the Plan after the Confirmation Date, at any time up to the Effective Date. If the Debtor revokes or withdraws the Plan, (a) nothing contained in the Plan shall be deemed to constitute a waiver or release of any claims by or against the Debtor or to prejudice in any manner the rights of the Debtor or any Person in any further proceeding involving the Debtor and (b) the result shall be the same as if the Confirmation Order were not entered, the Plan was not filed and the Effective Date did not occur.

6.7. Preservation of Escrows

Notwithstanding anything to the contrary in the Plan, to the extent any sale of non-Cash assets requires the Debtor to escrow or otherwise retain any consideration received in the sale (for example, pending post-closing adjustments), no such escrowed or retained funds shall be deposited in any Debtor account or distributed to Holders of Allowed Claims as set forth in the Plan, until the Debtor is contractually allowed to distribute such funds or the Court otherwise authorizes such distribution.

ARTICLE VII. EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

7.1. Confirmation of Stock/Instruments and Partnership Interests.

Any and all Partnership Interests of or in the Debtor shall be continue or terminate, at the sole and exclusive option of the managing General Partner following the Effective Date.

7.2. 11 U.S.C. § 1141 Implication and Satisfaction of Claims and Interests in the Debtor.

With the exception of Claims specifically assumed herein and as provided above and Section 1141 of the Bankruptcy Code, the classification and treatment to be provided for any Allowed Claims including ERISA Claims against the Debtor under this Plan shall be in full satisfaction, settlement and release of such respective Claims and Interests.

ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1. Assumption or Rejection of Executory Contracts and Unexpired Leases

- (a) On the Confirmation Date, and excepting those Executory Contracts and Unexpired Leases which are assumed and assigned under the Sale Motion, the Debtor shall be deemed to have rejected any and all executory contracts and unexpired leases.
- (b) On the Confirmation Date, the Confirmation Order shall constitute an approval or ratification by this Court for the Debtor or the Reorganized Debtor to undertake and complete the duties and responsibilities set forth in the Sale Motion which are incorporated herein by reference.

- (c) Excepting those Executory Contracts and Unexpired Leases which are assumed and assigned under the Sale Motion, and in conformity with subsection (a) above, the Confirmation Order shall constitute an order of the Court approving the rejection of all executory contracts and unexpired leases, the rejection of which is provided for in Section 8.1(a) and (b) hereof, pursuant to section 365 and 1123 (b) of the Bankruptcy Code. A non-assumed or non-assigned executory contract or unexpired lease will be deemed rejected as of the Effective Date and with any damages arising therefrom calculated as if the lease or contract had been terminated immediately before the Petition Date.

8.2. Bar Date for Rejection Damages

If the rejection of any executory contract or unexpired lease under the Plan gives rise to a Claim by the non-Debtor party or parties to such contract or lease, such Claim, to the extent that it is timely filed and is an Allowed Claim, shall be classified in Class 6; provided, however, that the Unsecured Claim arising from such rejection shall be forever barred and shall not be enforceable against the Debtor, its successors or properties, unless a proof of such Claim is filed and served on the within thirty (30) days after the date of notice of the entry of the order of the Court rejecting the executory contract or unexpired lease which may include, if applicable, the Confirmation Order or any subsequent Post Confirmation Order of the Court.

ARTICLE IX. DISTRIBUTIONS

9.1. Objections to and Estimation of Claims

The Debtor will attempt to resolve consensually any disputes regarding the amount of any Claim. On or before the date that is sixty (60) days after the Effective Date or such other date as is set by the Court, the Debtor may file with the Court an objection to the allowance of any such Claim, or any other appropriate motion or adversary proceeding with respect thereto. All such objections may be litigated to Final Order; provided, however, that the Debtor may compromise and settle, withdraw or resolve by any other method approved by the Court. In addition, the Debtor may, at any time, request that the Court estimate, pursuant to section 502(c) of the Bankruptcy Code, any Claim that is contingent or unliquidated, regardless of whether a Debtor has previously objected to such Claim or whether the Court has ruled on any such objection, and the Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Court estimates any contingent or unliquidated Claim, the amount of such estimation will constitute either the allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtor may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any mechanism permitted under the Bankruptcy Code or the Plan.

9.2. Amendments to Claims

A Claim may be amended to increase the amount or priority of such Claim prior to the Confirmation Date only as agreed upon by the Debtor and the Holder of such Claim, or as otherwise permitted by the Court, the Bankruptcy Rules or applicable law. After the Confirmation Date, a Claim may not be filed or amended without the authorization of the Court and, even with such Court authorization, may be amended by the Holder of such Claim solely to decrease, but not to increase, the amount or priority. Unless otherwise provided herein, any new or amended Claim filed after the Confirmation Date shall be deemed disallowed in full and expunged

without any action by the Debtor or Trustee and shall be treated as such on the claims registry, unless the Claim Holder has obtained prior Court authorization for the filing.

9.3. Funding of the Plan

The Distributions to be made pursuant to the Plan and the Cash necessary to fund the Distribution will be available from, inter alia, the Net Proceeds from the Sales Transaction and Closing of the Real Estate and successful recovery of Litigation Claims. The Law Firm of Rudov & Stein, P.C. shall act as the Disbursing Agent.

9.4. Transmittal of Distributions and Notices

Any property or notice that a Person is or becomes entitled to receive pursuant to the Plan may be delivered by regular mail, postage prepaid, in an envelope addressed to that Person at the Distribution Address or the address indicated on any notice of appearance filed by that Person or his authorized agent prior to the Effective Date. If no notice of appearance has been filed, notice shall be sent to the address indicated on a properly filed proof of Claim or, absent such a proof of Claim, the address set forth in the relevant Schedule of Assets and Liabilities for that Person. Property distributed in accordance with this Section shall be deemed delivered to such Person regardless of whether such property is actually received by that Person. (b) A Holder of a Claim or Interest may designate a different address for notices and Distributions by notifying the Debtor of that address in writing. Any change of address of a party entitled to receive Distributions hereunder must be provided to the by registered mail in order to be effective. Such notification shall be effective upon transmittal by the Debtor or the Reorganized Debtor.

9.5. Unclaimed Property

If any Distribution remains unclaimed for a period of thirty (30) days after it has been delivered (or attempted to be delivered) to the Distribution Address, such Unclaimed Property shall be forfeited by such Holder, whereupon all right, title and interest in and to the Unclaimed Property shall immediately and irrevocably revert in the Debtor and the Holder of the Allowed Claim previously entitled to such Unclaimed Property shall cease to be entitled thereto.

9.6. Withholding Taxes

Any federal, state or local withholding taxes or other amounts required to be withheld under applicable law shall not be deducted from Distributions hereunder and shall be the sole responsibility of the Claim Holder.

9.7. Disputed Payment

If any dispute arises as to the identity of a Holder of an Allowed Claim who is to receive any Distribution, the Debtor may, in lieu of making such Distribution to such Person, make such Distribution into an escrow account until the disposition thereof shall be determined by Court order or by written agreement among the interested parties to such dispute.

9.8. Miscellaneous Distribution Provisions

- (a) **Method of Cash Distributions.** Any Cash payment to be made by the Debtor pursuant to the Plan will be in U.S. dollars and may be made, at the sole discretion of the Disbursing Agent, by draft, check, wire transfer, or as otherwise required or provided in any relevant agreement or applicable law.
- (b) **Distributions on Non-Business Days.** Any payment or Distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.
- (c) **No Distribution in Excess of Allowed Amount of Claim.** Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim shall receive in respect of such Claim any Distribution (of a value set forth herein or in the Disclosure Statement) in excess of the allowed amount of such Claim.

9.9. De Minimis Distribution Provisions

Notwithstanding anything to the contrary contained in the Plan, the Disbursing Agent will not be required to distribute, and will not distribute, Cash to the Holder of an Allowed Claim or Interest if the amount of Cash to be distributed on account of such Claim or Interest is less than \$10.00. Any Holder of an Allowed Claim or Interest on account of which the amount of Cash to be distributed is less than \$10.00 will have its Distribution escrowed by the Debtor until either (i) the final Distribution is made, or (ii) the cumulative amount of the escrowed Distribution exceeds \$10.00, at which time payment will be made. Any Cash not distributed pursuant to this provision will be placed in a segregated account free of any restrictions thereon, pending final Distribution pursuant to the terms of the Plan. At the complete discretion of the Disbursing Agent, any remaining Cash considered inconsequential for Distribution, may be distributed to Oxfam America.

ARTICLE X. ADMINISTRATIVE PROVISIONS

10.1. Retention of Jurisdiction

Notwithstanding confirmation of the Plan or occurrence of the Effective Date, the Court shall retain such jurisdiction as is legally permissible, including, without limitation, for the following purposes:

- (a) To determine the allowability, classification, or priority of Claims upon objection by the Debtor, of the validity, extent, priority and nonavoidability of consensual and nonconsensual liens and other encumbrances;
- (b) To issue injunctions or take such other actions or make such other orders as may be necessary or appropriate to restrain interference with the Plan or its execution or implementation by any Person, to construe and to take any other action to enforce and execute the Plan, the Confirmation Order, or any other order of the Court, to issue such orders as may be necessary for the implementation, execution, performance and consummation of the Plan and all matters referred to herein, and to determine all matters that may be pending before the Court in the Reorganization Case on, before or after the Effective Date with respect to any Person;

- (c) To protect the property of the Estate, including Litigation Claims, from claims against, or interference with, such property, including actions to quiet or otherwise clear title to such property or to resolve any dispute concerning liens, security interest or encumbrances on any property of the Estate;
- (d) To determine any and all applications for allowance of Fee Claims;
- (e) To determine any Priority Tax Claims, Priority Claims, Administrative Claims or any other request for payment of claims or expenses entitled to priority under section 507(a) of the Bankruptcy Code;
- (f) To resolve any dispute arising under or related to the implementation, execution, consummation or interpretation of the Plan and the making of Distributions hereunder;
- (g) To determine any and all motions related to the rejection, assumption or assignment of executory contracts or unexpired leases, or to determine any motion to reject an executory contract or unexpired lease pursuant to this Plan;
- (h) To determine all applications, motions, adversary proceedings, contested matters, actions, and any other litigated matters instituted in and prior to the final decree entered in this Reorganization Case, including any remands;
- (i) To enter a Final Order closing the Reorganization Case;
- (j) To modify the Plan under section 1127 of the Bankruptcy Code, to remedy any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order so as to carry out their intent and purposes;
- (k) To issue such orders in aid of consummation of the Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Person, to the full extent authorized by the Bankruptcy Code;
- (l) To enable the Debtor or Reorganized Debtor to prosecute any and all proceedings to set aside liens or encumbrances and to recover any transfers, assets, properties or damages to which the Debtor may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state or local laws except as may be waived pursuant to the Plan;
- (m) To determine any tax liability pursuant to section 505 of the Bankruptcy Code;
- (n) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
- (o) To resolve any disputes concerning whether a Person had sufficient notice of the Reorganization Case, the applicable Claims bar date, the hearing to consider approval of the Disclosure Statement (if necessary) or the Confirmation Hearing or for any other purpose;
- (p) To resolve any dispute or matter arising under or in connection with any order of the Court entered in the Reorganization Case;

- (q) To authorize sales of assets as necessary or desirable and to resolve objections, if any, to such sales. *Notwithstanding the foregoing*, the Confirmation Order shall constitute the sole and exclusive authority for the Debtor or the Reorganized Debtor to conclude the Sales Transaction and Closing. No further Order of this Court shall be required to conclude such sale of Real Estate as a sale free and clear of all Claims, liens, and encumbrances under the Sales Section of this Plan;
- (r) To hear and resolve Litigation Claims;
- (s) To determine such other matters, and for such other purposes, as may be provided in the Confirmation Order or as may be authorized under provisions of the Bankruptcy Code.

10.2. Amendments

- (a) **Preconfirmation Amendment.** The Debtor may modify the Plan at any time prior to the entry of the Confirmation Order, provided that the Plan as modified, and the Disclosure Statement pertaining thereto, if one is necessary, satisfy applicable Bankruptcy Code requirements.
- (b) **Postconfirmation Amendment Not Requiring Resolicitation.** After the entry of the Confirmation Order, the Debtor may modify the Plan to remedy any defect or omission or to reconcile any inconsistencies in the Plan or in the Confirmation Order, as may be necessary to carry out the purposes and effects of the Plan provided that: (i) the Debtor obtain approval of the Court for such modification, after notice and a hearing; and (ii) such modification shall not materially and adversely affect the interests, rights, treatment or Distributions of any Class of Allowed Claims or Interests under the Plan.
- (c) **Postconfirmation/Preconsummation Amendment Requiring Resolicitation.** After the Confirmation Date and before substantial consummation of the Plan, the Debtor may modify the Plan in a way that materially or adversely affects the interests, rights, treatment, or Distributions of a Class of Claims or Interests, provided that: (i) the Plan as modified, meets applicable Bankruptcy Code requirements; (ii) the Debtor obtains Court approval for such modification, after notice and a hearing; (iii) such modification is accepted by at least two-thirds in amount, and more than one-half in number, of Allowed Claims or Interests voting in each Class affected by such modification; and (iv) the Debtor complies with section 1125 of the Bankruptcy Code with respect to the Plan as modified.

10.3. Successors and Assigns

The rights, benefits and obligations of any Person named or referred to in the Plan shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors and/or assigns of such Person.

10.4. Governing Law

Except to the extent that the Bankruptcy Code, Bankruptcy Rules or other federal laws apply, modify or pre-empt, the rights and obligations arising under this Plan shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law.

10.5. Effectuating Documents and Further Transactions

The Debtor shall be authorized to execute, deliver, file, or record documents, contracts, instruments, releases, and other agreements and take such other actions as may be necessary to effectuate and further evidence the terms and conditions of the Plan.

10.6. Confirmation Order and Plan Control

To the extent the Confirmation Order and/or this Plan is directly inconsistent with the Disclosure Statement any other agreement entered into by the Debtor and any third party, the Plan controls the Disclosure Statement and any such agreements and the Confirmation Order (and any other orders of the Court) control the Plan to the extent of any direct inconsistency.

10.7. Rules of Construction

- (a) **Undefined Terms.** Any term used herein that is not defined herein shall have the meaning ascribed to any such term used in the Sale Motion or the Bankruptcy Code and/or the Bankruptcy Rules, if used therein.
- (b) **Miscellaneous Rules.** (i) The words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Plan as a whole, not to any particular section, subsection, or clause, unless the context requires otherwise; (ii) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply, unless superseded herein or in the Confirmation Order; (iii) any reference in the Plan to an existing document or Exhibit means such document or Exhibit as it may have been amended, restated, modified or supplemented as of the Effective Date; (iv) in computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply; and (v) whenever the Plan provides that a payment or Distribution shall occur “on” any date, it shall mean “on, or as soon as reasonably practicable after” such date.

10.8. Notices

All notices or requests in connection with the Plan shall be in writing and will be deemed to have been given when received by mail or nationally recognized overnight courier service and addressed to:

Imperial Business Park, L.P.
101 International Drive
Oakdale, PA 15071

With copy to:
David K. Rudov, Esq.
Counsel to Imperial Business Park, L.P.
c/o Rudov & Stein, P.C.
100 First Avenue, Suite 500
First & Market Building
Pittsburgh, PA 15222

10.11. No Admissions

Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed an admission by the Debtor with respect to any matter set forth herein, including, without limitation, liability on any Claim or the propriety of a Claim's classification.

Dated: December 30, 2008

By: /s/ Joel Kreider
Imperial Business Park, L.P.
By Imperial Business Partners, L.L.C., G.P., its Sole Member

By: /s/ David K. Rudov
David K. Rudov, Esq.
RUDOV & STEIN, P.C.
100 First Avenue, Suite 500
First & Market Building
Pittsburgh, PA 15222
412/281-7300 (Tel)
412/281-7305 (Fax)