



**IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.**

**Dated: June 06, 2012.**

*Craig A. Gargotta*

**CRAIG A. GARGOTTA  
UNITED STATES BANKRUPTCY JUDGE**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

<b>IN RE</b>	§	
	§	
	§	
<b>KLN STEEL PRODUCTS COMPANY LLC,</b>	§	<b>CASE NO. 11-12855</b>
<b>DEHLER MANUFACTURING CO., INC.,</b>	§	<b>CASE NO. 11-12856</b>
<b>FURNITURE BY THURSTON, AND</b>	§	<b>CASE NO. 11-12858</b>
<b>4200 PAN AM LLC</b>	§	<b>CASE NO. 11-13154</b>
<b>DEBTORS</b>	§	
	§	
<b>4200 N. PAN AM EXPRESSWAY</b>	§	<b>Jointly Administered under</b>
<b>SAN ANTONIO, TX 78218</b>	§	
<b>EINS: 20-5668753, 36-3571107; 68-0085339,</b>	§	<b>CASE NO. 11-12855</b>
<b>26-2726699</b>	§	<b>(Chapter 11)</b>

**ORDER CONFIRMING DEBTORS' CHAPTER 11 PLAN OF REORGANIZATION**

KLN Steel Products Company, LLC (“KLN”), Dehler Manufacturing Co., Inc. (“Dehler”), Furniture by Thurston (“FBT”), and 4200 Pan Am, LLC (“4200,” with KLN, Dehler, and FBT, collectively, the “Debtors”) submitted its Amended Disclosure Statement on March 12, 2012, and their Third Amended Chapter 11 Plan of Reorganization (“Plan”) on May 24, 2012<sup>1</sup>.

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Plan.

In addition, the Debtors filed two Motions to Approve Non-Material Modifications to the Second and Third Amended Plans [Docket Nos. 305 and 380] (the “Modifications”). A hearing was held on May 31, 2012 to consider the Debtors’ Plan, the Modifications and the final approval of the Debtors’ Disclosure Statement.

The Court has reviewed and considered the arguments and evidence of counsel. Based on the foregoing and the Court’s ruling on the record at the hearing, the Court finds that the Plan as modified is confirmable and satisfies all confirmation requirements under 11 U.S.C. § 1129 for the reasons stated herein.

The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(L) and (O) on which this Court can enter a final judgment. This matter is referred to the Court under the District’s Standing Order of Reference. Venue is proper under 28 U.S.C. §§ 1408 and 1409. The following represents the Court’s findings of fact and conclusions of law made pursuant to Federal Rules of Bankruptcy Procedure 7052 and 9014.

**NOW, THEREFORE, THE COURT HEREBY FINDS AND CONCLUDES:**

**A. Approval of the Disclosure Statement.**

On March 12, 2012, the Court conditionally approved the Debtors’ First Amended Disclosure Statement (the “Disclosure Statement”) as containing “adequate information” within the meaning of § 1125(a)(1) of the Bankruptcy Code, subject only to showing that the Disclosure Statement was not materially misleading to any creditor voting in favor of the Plan. The Court hereby finally approves the Disclosure Statement as containing adequate information.

**B. Solicitation.**

On March 16, 2012, copies of the Disclosure Statement and Plan, the applicable forms of

ballot approved by this Court, and a notice of the Confirmation Hearing was sent by United States First Class Mail, postage prepaid, to all known Claim holders and Interest holders eligible to vote on the Plan in accordance with the Court's Order entered March 19, 2012 (Docket No. 256).

**C. Notice.**

As approved by the Court, notice of the Confirmation Hearing was provided to parties in interest as described in ¶ B above. Such notice was adequate and sufficient under § 102(1) of the Bankruptcy Code and Bankruptcy Rule 2002.

**D. Approval of Modifications.**

The Debtors' Modifications are hereby approved. Pursuant to 11 U.S.C. § 1127(a), the Court finds that the Modifications to the Plan after solicitation conformed with 11 U.S.C. § 1122, 1123 and 1125, and that the Modifications did not negatively affect the treatment of any creditor or class that voted to accept the Plan.

**E. Plan Compliance with § 1129(a)(1).**

As required by § 1129(a)(1) of the Bankruptcy Code, the Plan complies with the applicable provisions of the Bankruptcy Code, including, without limitation, as follows:

- As required by Bankruptcy Code § 1123(a)(1), the Plan properly designates classes of Claims and Interests and classifies only substantially similar Claims and Interests in the same classes pursuant to § 1122 of the Bankruptcy Code. As required by Bankruptcy Code § 1123(a)(2), the Plan properly specifies Classes 1 through 6 as unimpaired, and classes 7 through 23 as impaired.
- As required by Bankruptcy Code §§ 1123(a)(3)-(4), the Plan provides the treatment which each holder of an impaired Claim is to receive, and the Plan provides the same treatment or its economic equivalent for each Claim or interest by each particular Class.
- As required by Bankruptcy Code § 1123(a)(5), the Plan provides adequate means for its implementation.

- As required by Bankruptcy Code § 1123(a)(6), the charter or similar document of the Reorganized Debtors will include a provision prohibiting the issuance of nonvoting equity securities and distributing the voting power to the extent required under § 1123(a)(6).
- As required by Bankruptcy Code § 1123(a)(7), the terms of the Plan are consistent with the interests of creditors and equity security holders and with public policy with respect to the manner of selection of the Liquidating Trustee.

**F. Plan Compliance with § 1129(a)(2).**

As required by Bankruptcy Code § 1129(a)(2), the Plan proponents have complied with all applicable provisions of the Bankruptcy Code. Simultaneously with the solicitation of acceptances of the Plan, the Debtors timely transmitted a copy of the Disclosure Statement and Plan and forms of ballot approved by this Court to all known holders of Claims and Interests eligible to vote on the Plan. As noted above, the Disclosure Statement is found by the Court to contain “adequate information” following notice and a hearing in compliance with Bankruptcy Rule 3017.

**G. Compliance with § 1129(a)(3).**

Based upon the entire record of the proceedings before the Court, the Court finds that the Plan is proposed in good faith and not by any means forbidden by law, and therefore complies with the requirements of Bankruptcy Code § 1129(a)(3).

**H. Compliance with § 1129(a)(4).**

Pursuant to orders previously entered in this Case approving the retention of Professionals, payments made or to be made by the estate for services rendered or for costs and expenses incurred in connection with the Case or in connection with the Plan and incident to the Case, are subject to the approval of the Court as reasonable. Accordingly, the Plan complies with § 1129(a)(4) of the Bankruptcy Code.



**I. Plan Compliance with § 1129(a)(5).**

The Debtors have disclosed the identity and affiliations of the Liquidating Trustee, in compliance with § 1129(a)(5)(A) of the Bankruptcy Code. The appointment of the Liquidating Trustee is consistent with the interests of creditors and equity security holders and with public policy. Accordingly, the Plan complies with § 1129(a)(5)(A)(ii) of the Bankruptcy Code. The Plan does not provide for the employment or retention of any insider by the Reorganized Debtors. Accordingly, § 1129(a)(5)(B) of the Bankruptcy Code is inapplicable.

**J. Plan Compliance with § 1129(a)(6).**

No governmental regulatory commission has jurisdiction over the approval of the Debtors's rates. Thus, § 1129(a)(6) of the Bankruptcy Code is inapplicable.

**K. Plan Compliance with § 1129(a)(7).**

As required by Bankruptcy Code § 1129(a)(7) and as evidenced by Article XV of the Disclosure Statement and Exhibit XV thereto and the testimony at the Confirmation Hearing, each holder of a Claim or Interest in an impaired class either accepted the Plan or will receive or retain property of a value that is not less than the amount that such holder would receive or retain were the Debtors liquidated under Chapter 7 of the Bankruptcy Code.

**L. Plan Compliance with § 1129(a)(8).**

Classes 1 through 6 are unimpaired. All other classes are impaired. As set forth in the Ballot Summary filed herein and admitted into evidence at the Confirmation Hearing, Classes 7 through 23 were solicited and Classes 8, 9, 13, 14, 20(c), and 21 voted to accept the Plan. Notwithstanding the existence of impaired classes that did not vote to accept the Plan, confirmation is proper under Code § 1129(b), as set forth in ¶ R below.

**M. Compliance with § 1129(a)(9).**

The Plan provides for the treatment of administrative and priority claimants in

accordance with the requirements of Bankruptcy Code § 1129(a)(9) (except to the extent that a holder has agreed otherwise).

**N. Compliance with § 1129(a)(10).**

Based upon the Ballot Summary filed herein and admitted into evidence at the Confirmation Hearing, more than one-half (½) in number and at least two-thirds (⅔) in amount of those actually voting in Classes 8, 9, 13, 14, 20(c) and 21 have voted to accept the Plan.

**O. Feasibility (§ 1129(a)(11)).**

Based upon the testimony offered and exhibits introduced at the Confirmation Hearing, the Debtors demonstrated that the Plan is feasible and (except for the liquidation provided for in the Plan) is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or the Reorganized Debtors.

**P. Compliance with § 1129(a)(12).**

All fees payable under 28 U.S.C. § 1930 have been paid or will be paid as such fees become due.

**Q. Compliance with § 1129(a)(13).**

The Debtors have no retiree benefits subject to § 1114 of the Bankruptcy Code. Therefore, § 1129(a)(13) is inapplicable.

**R. Confirmation Notwithstanding Rejection By Certain Classes (§ 1129(b)).**

The Debtors have moved for the Court to confirm the Plan despite its non-acceptance by Class 7, Class 19 and Class 22(a) (the “Impaired Rejecting Classes”). In compliance with § 1129(b), and as a matter of law, the Plan may be confirmed despite the rejection by the Impaired Rejecting Classes. No holder of a Claim or Interest that is junior to any of the Impaired Rejecting Classes receives or retains property under the Plan, unless Impaired Rejecting Classes are paid in full. Furthermore, the Plan treats the Impaired Rejecting Classes according to their

relative priorities and thus does not unfairly discriminate against the holders of Claims in the Impaired Rejecting Classes, and is fair and equitable. Accordingly, the Plan complies with the requirements of § 1129(b) of the Bankruptcy Code.

**S. Other Requirements.**

No other Chapter 11 plan has been confirmed in this case and, therefore, the Plan complies with Code § 1129(c). The principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of the application of § 5 of the Securities Act of 1933, as amended, and, therefore, the Plan complies with § 1129(d) of the Bankruptcy Code.

**T. Assumption and Rejection of Executory Contracts and Unexpired Leases.**

The Plan is hereby deemed to constitute and incorporate a motion by the Debtors to reject (as of and conditioned upon the occurrence of the Effective Date) all previously unassumed executory contracts and unexpired leases, except as otherwise provided for in the Plan.

**U. Objections to Confirmation.**

Objections to confirmation of the Plan have been withdrawn or are hereby OVERRULED for the reasons stated on the record.

**V. Exemptions from Securities Laws.**

The offering, sale, issuance and distribution of the Securities or beneficial interests in the Liquidating Trust that are issued pursuant to this Plan, are exempt from registration under the Securities Act of 1933, as amended.

**W. Judicial Notice.**

Judicial notice hereby is taken of the docket of the Case maintained by the Clerk of the Bankruptcy Court including, without limitation, all pleadings and other documents filed, all orders entered, and the transcripts of, and all evidence and arguments made, proffered or adduced at, the hearings held before the Court during the pendency of the Case.

**X. Findings and Conclusions.**

The foregoing findings and conclusions satisfy the requirements of Federal Rule of Bankruptcy Procedure 7052. All findings of facts shall also be deemed to be conclusions of law hereunder and vice versa. All offers of proof and discussions for the record at the Confirmation Hearing shall constitute additional findings and conclusions with respect to this Order.

**IT IS THEREFORE ORDERED AS FOLLOWS:**

**A. Confirmation.**

The Plan, as attached to this Order, is hereby confirmed. The terms of this Order are controlling if any inconsistency exists between the Plan and this Order.

**B. Binding Effect.**

The Plan, its provisions and this Order shall be, and hereby are, binding upon the Debtors, the Reorganized Debtors, any Creditor or equity security holder of the Debtors and any party provided notice of the Case, whether or not the Claim or Interest of such Creditor, equity security holder or party is impaired under the Plan and whether or not such Creditor or equity security holder has accepted the Plan. The provisions of this Order are nonseverable and mutually dependent.

**C. Effect of Plan.**

Provided the Effective Date occurs, except as expressly provided in the Plan or this Order, this Order shall permanently bar and enjoin all holders of Liens, Claims and Interests arising prior to the Effective Date from asserting or continuing to assert against the Debtors, their Estates, or their respective assets, any and all Claims or Liens, whether liquidated or unliquidated, contingent or noncontingent, asserted or unasserted, fixed or unfixed, matured or unmatured, legal or equitable or known or unknown, based on any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date.

Except as expressly provided in the Plan and this Order, provided that the Effective Date occurs, the entry of this Confirmation Order shall permanently enjoin all Persons that have held, currently hold or may hold a Claim against, or be owed obligations by, the Estate, or who have held, currently hold or may hold Interests in the Debtors, from taking any of the following actions on account of such Claim, obligation, or Interest: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against the Debtors, the Liquidating Trust, the Reorganized Debtors, or their Estates; (ii) enforcing, levying, attaching, collecting, or otherwise recovering in any manner or by any means, directly or indirectly, any judgment, award, decree, or order against the Liquidating Trust, the Debtors or Reorganized Debtors; (iii) creating, perfecting or enforcing in any manner, directly or indirectly, any lien, charge, encumbrance or other Lien of any kind against the Debtors, its Estate, or the Reorganized Debtors, the Purchased Assets or the Vested Property; (iv) asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any debt, liability or obligation due to the Debtors, its Estate, the Liquidating Trust, the Purchaser or the Reorganized Debtors; and (v) proceeding in any manner, directly or indirectly, in any place whatsoever against the Debtors, their Estates, the Liquidating Trust or the Reorganized Debtors.

Except as expressly provided in the Plan and this Order, the rights afforded in the Plan and the payments and distributions to be made pursuant to the Plan shall be in exchange for and in complete satisfaction and release of all existing Liens or Claims, and shall terminate all Interests of any kind, nature or description whatsoever against or in the Debtors or any of its assets or properties. Except as expressly provided in the Plan and this Order and expressly conditioned upon Banco Popular receiving full and timely payment of the amounts described in

article 4.10 of the Plan, upon the Effective Date, all existing Liens or Claims against the Debtors and their Assets and Interests in the Debtors, shall be, and shall be deemed to be, terminated, and all holders of such Liens, Claims or Interests shall be precluded and enjoined from asserting, directly or indirectly, against the Reorganized Debtors, or any of its assets or properties, whether retained by the Reorganized Debtors or transferred to the Purchaser any further Lien, Claim or Interest based upon any act or omission, transmission, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or proof of Interest.

Any judgment at any time obtained, to the extent that such judgment is a determination of the liability of the Debtors or its assets with respect to any Lien, Claim or Interest treated by the Plan and this Order, shall be, and hereby is, declared to be void, other than for final orders of this Court allowing Claims or Liens or granting similar relief.

As of the Effective Date, and except as otherwise expressly provided in this Order and the Plan, title to the Liquidating Trust Assets shall be transferred to the Liquidating Trust free and clear of all Liens, Claims and Interests in accordance with § 1141 of the Bankruptcy Code, with any prohibitions upon such transfer being null and void. No party shall thereafter seek to create, perfect or enforce any pre-Effective Date Lien of any nature whatsoever. The vesting of assets shall be deemed not to include any assets which were abandoned, sold, rejected or otherwise disposed of prior to conclusion of the Closing on the Effective Date.

As of the Effective Date, subject to the payment to Banco Popular of the amounts described in article 4.10 of the Plan, and except as otherwise expressly provided in this Order and the Plan, title to the Purchased Assets and the New Equity Interests shall vest in the Reorganized Debtors and/or be transferred to the Purchaser free and clear of all Liens, Claims

and Interests in accordance with § 1141 of the Bankruptcy Code, with any prohibitions upon such transfer being null and void. No party shall thereafter seek to create, perfect or enforce any pre-Effective Date Lien of any nature whatsoever. The vesting of assets shall be deemed not to include any assets which were abandoned, sold, rejected or otherwise disposed of prior to conclusion of the Closing on the Effective Date.

The vesting of property in or the transfer of property to the Liquidating Trust, the Reorganized Debtor or the Purchaser to take place on the Effective Date (i) is a legal, valid and effective transfer of property, (ii) vests such parties with good title to such property, (iii) does not constitute avoidable transfers under the Bankruptcy Code or under applicable non-bankruptcy law, and (iv) does not subject the Liquidating Trust, the Liquidating Trustee, the Purchaser or the Reorganized Debtor to any liability by reasons of such transfers under the Bankruptcy Code or under applicable non-bankruptcy law, including, without limitation, laws affecting successor or transfer liability.

**D. Sale.**

The Court finds that the sale to the Purchaser pursuant to the Securities Purchase Agreement is supported by sound business justification. The Court also finds that the Purchaser is a good faith purchaser pursuant to 11 U.S.C. § 363(m).

**E. Compromises and Settlements.**

The Court finds that the compromises and settlements between the Debtors, Avteq, Inc. and Banco Popular are each fair and appropriate and proper in light of the circumstances of this Case and the evidence before the Court. Those compromises and settlements satisfy the requirements of Rule 9019 of the Federal Rules of Bankruptcy Procedure and the standard set forth in *In re Jackson Brewing Co.*, 624 F. 2d 599 (5th Cir. 1980) and *Matter of Foster Mortgage Corp.*, 68 F. 3d 914 (5<sup>th</sup> Cir. 1995).

**F. Corporate Documents.**

Each of the Debtors articles of incorporation and bylaws shall be amended and all necessary corporate action shall be taken in accordance with Section 8 of the Plan.

Any officer of the Debtors, the Reorganized Debtors, and/or the Liquidating Trustee hereby is authorized and empowered to execute documents and take any actions as may be necessary, advisable or appropriate to amend certificates of incorporation, bylaws or to effectuate the Plan. All transactions that are required to occur on the Effective Date under the terms of the Plan are deemed to have occurred simultaneously, and the relevant approvals shall be deemed to have occurred prior to such transactions authorized herein.

The Secretary of State for each relevant jurisdiction is instructed to accept this Order in place of any evidence of resolutions or other corporate actions necessary to amend and restate such certificates of incorporation or other filings which might otherwise be required.

Pursuant to §§ 1123(a) and 1142(a) of the Bankruptcy Code and the provisions of this Confirmation Order, the Plan and all implementing documents shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law. The Debtors, the Reorganized Debtors and the Liquidating Trustee are authorized and empowered to make any and all modifications to any and all documents included as part of the Plan or otherwise that do not materially modify the terms of such documents and are consistent with the Plan and approved by the Purchaser.

**G. No Tax or Assessment; Governmental Authorities.**

Each federal, state, commonwealth, local, foreign or other governmental agency is hereby directed and authorized to accept any and all documents, mortgages, deeds of trust, releases and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan or this Order.



Pursuant to § 1146(c) of the Bankruptcy Code, (i) the issuance, sale, distribution, transfer or exchange of any debt instrument, debt security, equity security or other interest in the Debtors; (ii) the creation, modification, consolidation, recording or release of any mortgage, deed or trust, or other security interest, (iii) the making, assignment, recording or release of any lease or sublease; or (iv) the making, delivery, recording of any deed or other instrument of transfer under or in connection with the Plan, will not be subject to any tax, including, without limitation, any document recording tax, mortgage recording tax, stamp tax or similar tax or government assessment that may otherwise be charged.

The transactions contemplated in the Plan are not subject to and are exempt from any applicable bulk transfer or similar law.

**H. Rejection of Certain Executory Contracts and Unexpired Leases.**

Except as may otherwise be provided in the Plan, all executory contracts and unexpired leases which have not been previously assumed shall pursuant to Section 365 of the Bankruptcy Code be deemed rejected by the Debtors on the Effective Date. Executory contracts identified in the Plan as Assumed Contracts are assumed by the Reorganized Debtors as of the Effective Date.

**I. Rejection Claims Arising From Executory Contracts and Unexpired Leases.**

Any and all Claims arising from rejection under the Plan shall constitute general unsecured pre-petition Claims and must be filed within thirty (30) days of the Effective Date. Proofs of Claim for damages allegedly arising from the rejection pursuant to this Plan or the Confirmation Order of any Executory Contract to which a Claimant is a party must be filed with the Bankruptcy Court and served on the Liquidating Trustee not later than thirty (30) days after the Effective Date. All Proofs of Claim for such damages not timely filed and properly served as prescribed herein shall be forever barred and the holder of such a Claim shall not be entitled to participate in any distribution under this Plan.

**J. Manner of Notices and Distributions.**

All notices, requests and distributions to a holder of a Claim or Interest shall be sent (i) to the last known address of the holder or its attorney of record as reflected in the holder's Proof of Claim or Administrative Expense Claim filed by or on behalf of such holder; or (ii) if there is no such evidence of a last known address, to the last known address of the holder according to the books and records of the Debtors. Any holder of a Claim or Interest may designate another address for the purposes of this Section by providing the Liquidating Trustee with written notice of such address which notice will be effective upon receipt by the Liquidating Trustee. Notices and requests may also be sent to a holder of a Claim or Interest at the fax number or email address provided on the Ballot or in the books and records of the Debtors. Notices and requests shall be deemed received by a holder of a Claim or Interest (i) if sent by mail, on the second Business Day after deposit in the United States mail, postage prepaid; (ii) if sent by overnight courier, on the first Business Day after delivery to such courier; if (iii) if sent by fax or email on a Business Day prior to 5:00 p.m., Austin, Texas time, on such Business Day (or if after 5:00 p.m., Austin, Texas time or not on a Business Day, on the next Business Day).

**K. Retention of Jurisdiction.**

The Court shall, and hereby does, retain jurisdiction of these Case for all of the purposes set forth in Article 12 of the Plan and for the purposes provided in §§ 1127(b) and 1142 of the Bankruptcy Code and Bankruptcy Rule 3020(d).

**L. Bar Date for the Filing and Assertion of Administrative Expense Claims, Including Professional Fee Claims but Excluding Ordinary Course Administrative Claims.**

All requests for payment or any other means of preserving and obtaining payment of Administrative Expense Claims, other than ordinary course Administrative Claims, that have not been paid, released or otherwise settled, including all requests for payment of Professional Fee

Claims, must be filed with the Bankruptcy Court and served upon the Liquidating Trustee (i) no later than the earlier of a date established by the Bankruptcy Court as the deadline for filing Administrative Claims (the "Administrative Claims Bar Date"); or (ii) thirty (30) days after the Effective Date, if the Bankruptcy Court does not establish an Administrative Claim Bar Date. Any request for payment of Administrative Expense Claims that is not filed by the earlier of (i) the Administrative Claim Bar Date; or (ii) thirty (30) days after the Effective Date, if the Bankruptcy Court does not establish an Administrative Claim Bar Date, will be forever disallowed and barred, and holders of such Claims will not be able to assert such Claims in any manner against the Estate, the Debtors, the Liquidating Trust or any of their respective Representatives; *provided, however*, that ordinary course Administrative Claims shall be paid in the ordinary course of the Debtors' business, if Assumed Liabilities paid by the Reorganized Debtors and, if applicable, pursuant to the terms agreed upon by the Debtors or Liquidating Trustee on the one hand, and such Creditors on the other hand.

Administrative Expense Claims must be in the form of an application or motion for payment. Such application or motion must be served upon the Debtors and the Liquidating Trustee and each of their respective counsel at the addresses set forth in the Plan or in this Order so that it is received no later than five (5) business days after the application or motion is filed with the Court.

The Debtors or Liquidating Trustee shall send a notice of confirmation, notice of the administrative bar date and the bar date for claims relating to contracts and leases rejected under the Plan to all creditors no later than ten (10) days after the Confirmation Date.

**M. Statutory Fees.**

Any fees due pursuant to 28 U.S.C. §1930(a)(6) as of the date of confirmation of the Plan shall be paid in full on the Effective Date of the Plan. After confirmation, the Liquidating

Trustee shall be responsible pursuant to 28 U.S.C. §1930(a)(6) for timely payment of United States Trustee quarterly fees incurred post-confirmation until this case is closed by the court. The Liquidating Trustee shall file with the Court and serve on the United States Trustee a quarterly financial report for each quarter (or portion thereof) that the case remains open in a format prescribed by the United States Trustee.

**N. Nonoccurrence of Effective Date.**

In the event that the Effective Date does not occur, then (i) the Plan; (ii) the assumption or rejection of executory contracts or unexpired leases pursuant to the Plan; (iii) any document or agreement executed pursuant to the Plan, (iv) any actions, releases, waivers or injunctions authorized by this Confirmation Order; and (v) this Confirmation Order shall be deemed null and void. In such event, nothing herein or in the Plan or acts taken in connection therewith shall be deemed to prejudice in any manner the rights of the Debtors or any party in interest in further proceedings or to constitute an admission, finding of fact, conclusion of law, *res judicata* or collateral estoppel of any nature.

**O. Notice of Confirmation.**

Service of the notice of confirmation shall be made by first class mail on or before ten (10) days after the Effective Date upon the following: (i) the Office of the United States Trustee; (ii) the Creditors' Committee; (iii) all known creditors of the Debtors; (iv) all equity security holders of the Debtors (in the same manner that the Disclosure Statement was sent to equity security holders as described in ¶D above); and (v) all parties having requested notices in these cases. Such notice shall constitute good and sufficient notice of this Order in compliance with the provisions of Rules 3020(c) and 2002 of the Federal Rules of Bankruptcy Procedure.

**P. Liquidating Trustee and Liquidating Trust Board.**

The Debtors' selection of Michael Ciesla as Liquidating Trustee is approved. Leonard Secrest, Diane Pearson and Scott Van Meter are approved as the Liquidating Trust Board. Section 4.11 of The Liquidating Trust Agreement shall be amended to state that the Liquidating Trustee or a member of the Liquidating Trust Board may be removed for cause upon motion and opportunity for hearing to the Court, such motion to be filed only by the Trustee, a Board Member, or a beneficiary of the trust.

**Q. Substantive Consolidation.**

Bankruptcy courts do have the authority to order substantive consolidation. *In re Permian Producers Drilling, Inc.*, 263 B.R. 510, 516 (Bankr. W.D. Tex. 2000) (citing *S.I. Acquisition, Inc. v. Eastway Delivery Serv. Inc. (In re S.I. Acquisition Inc.)*, 817 F.2d 1142, 1145 n.2 (5th Cir. 1987)). This power has been determined to come from Section 105(a), which states that “[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” *In re Permian Producers*, 263 B.R. at 515 (quoting 11 U.S.C. § 105(a)). Consolidation of different but related estates is a vital tool in fulfilling a fundamental purpose of bankruptcy. *Sampsell v. Imperial Paper & Color Corp.*, 313 U.S. 215, 219 (1941).

Looking first at the traditional test, courts have considered many different factors, most commonly looking at: (1) the degree of difficulty in segregating and ascertaining individual assets and liability; (2) the presence or absence of consolidated financial statements; (3) the profitability of consolidation at a single physical location; (4) the commingling of assets and business functions; (5) the unity of interests and ownership between the various corporate entities; (6) the existence of parent and inter-corporate guarantees on loans; and (7) the transfer of assets without formal observance of corporate formalities. *In re Permian Producers*, 263 B.R.

at 518 (*citing In re Vecco Constr. Indus., Inc.*, 4 B.R. 407, 410 (Bankr. E.D. Va. 1980). These multiple factors may be distilled into two critical factors: “(i) whether creditors dealt with the entities as a single economic unit and did not rely on their separate identity in extending credit ... ; or (ii) whether the affairs of the Debtors are so entangled that consolidation will benefit all creditors.” *In re Augie/Restivo Baking Co.*, 860 F.2d 515, 519 (2d Cir. 1988). The presence of either factor is sufficient to order substantive consolidation, but in the present case, this Court finds both factors to be present.

**R. Miscellaneous.**

Banco Popular agrees to purchase the claim of Hardwoods Specialty Products LP (“Hardwoods”) to resolve the objection filed by Hardwoods in consideration for a commensurate increase of the amount of the Class 8(a) claim. The amount of Hardwoods’ claim is \$52,844.89.

Thus, the treatment of Class 8(a) under the Plan is clarified to read as follows:

The Reorganized Debtors shall pay the Allowed Class 8(a) Claims in accordance with the terms of the Securities Purchase Agreement with the Allowed Amount of the Claim less \$1,414,383.93 being paid in Cash at Closing and the remaining \$1,414,383.93 plus accrued interest being satisfied being paid on or before August 31, 2012 with interim payments as provided in the Securities Purchase Agreement and being represented by and pursuant to the terms of the existing notes and loan documents with the Debtors which notes shall continue to be secured by the equipment only portion of the Purchased Assets and the Ladensohn AR (as defined in the Securities Purchase Agreement).

In addition, Banco Popular, Debtors and Purchaser agree that the amounts specified in paragraph 10.12 of the Securities Purchase Agreement, subparagraphs (ii) and (iii) shall be \$1,414,383.93.

The Liquidating Trustee shall file a notice of the Effective Date with the Court within five (5) days after the Effective Date.

Notice of Professional Fee Requests under section 4.2.2 of the Plan shall be served on the same parties listed in section 6.5.7 of the Plan.

The Allowed Administrative Claim of LGC Building LLC [Docket No. 245] is an Assumed Liability that shall be paid on or before the Effective Date by the Reorganized Debtors.

All post-petition personal property taxes, sales taxes and other non-real estate taxes are Assumed Liabilities that, subject to Allowance, shall be paid by the Reorganized Debtors.

Notwithstanding any provision of the Plan or this Order, SunEdison LLC and its affiliate Sun E EPE2, LLC are permitted to recoup or set off any amounts actually paid to KT Galvanizing, Inc. against amounts owed to the Debtors or the Reorganized Debtors, provided however, the Debtors and the Liquidating Trustee reserve all rights, claims and causes of action against KT Galvanizing, Inc. with respect to any Claim filed or asserted by KT Galvanizing.

## **II. CONCLUSION**

This Court finds that (1) Debtors' Plan of Reorganization meets all of the requirements of 11 U.S.C. § 1129 and of the Bankruptcy Code; (2) substantive consolidation of FBT, KLN and Dehler is warranted; and (3) the Plan is feasible. For these reasons, the Plan is CONFIRMED.

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**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE WESTERN DISTRICT OF TEXAS  
 AUSTIN DIVISION**

<b>IN RE</b>	§	
	§	
	§	
<b>KLN STEEL PRODUCTS COMPANY LLC,</b>	§	<b>CASE NO. 11-12855</b>
<b>DEHLER MANUFACTURING CO., INC.,</b>	§	<b>CASE NO. 11-12856</b>
<b>FURNITURE BY THURSTON, AND</b>	§	<b>CASE NO. 11-12858</b>
<b>4200 PAN AM LLC</b>	§	<b>CASE NO. 11-13154</b>
<b>DEBTORS</b>	§	
	§	
<b>4200 N. PAN AM EXPRESSWAY</b>	§	<b>Jointly Administered under</b>
<b>SAN ANTONIO, TX 78218</b>	§	
<b>EINS: 20-5668753, 36-3571107; 68-0085339, 26-</b>	§	<b>CASE NO. 11-12855</b>
<b>2726699</b>	§	<b>(Chapter 11)</b>

**DEBTORS' THIRD AMENDED CHAPTER 11 PLAN OF REORGANIZATION**

COMES NOW KLN Steel Products Company, LLC ("KLN"), Dehler Manufacturing Co., Inc. ("Dehler"), Furniture by Thurston ("FBT") collectively with KLN and Dehler, the "Operating Debtors", and with 4200 Pan Am LLC ("4200" and with the Operating Debtors, the "Debtors") pursuant to §1121(a), propose the following Plan of Reorganization for the Debtors (the "Plan").

**ARTICLE 1  
SUMMARY OF THE PLAN**

The Plan proposes to implement a Securities Purchase Agreement with Avteq, Inc. ("Avteq") pursuant to which the Operating Debtors will issue new equity securities to Avteq along with Purchased Assets (to be retained by the Reorganized Debtors or transferred to Purchaser) in exchange for the Purchase Price. Avteq, Inc. is a customer of the Debtors and a strategic partner. The Debtors believe that this strategic integration will provide unique benefits to the Debtors' customers, vendors and employees. The Plan provides for full payment in Cash to Allowed Administrative Claims from the Liquidating Trust Cash Payment to be transferred to the Liquidating Trust. The Purchaser will assume liability for up to \$400,000 in the aggregate of Priority Tax Claims for sales taxes solely through the Liquidating Trust Cash Payment. The Reorganized Debtors will also pay non-Bank Secured Claims to the extent secured by Purchased Assets. Any such claims that are secured by assets that are not Purchased Assets will be satisfied by the Debtors abandoning the collateral securing such claims and the balance of any claim treated as an Unsecured Claim. Unsecured Creditors will become beneficiaries of a Liquidating Trust consisting of certain Cash, accounts, equipment and Avoidance Actions, that are the Excluded Assets. The Plan contemplates that the Operating Debtors' existing equity will be canceled upon confirmation, and new equity interests will be issued to Avteq in the Reorganized Debtors in exchange for the Purchase Price. Existing equity interests in the Operating Debtors will receive nothing under this Plan.

The bankruptcy estates of the Operating Debtors will be substantively consolidated for purposes of allowance and distributions to claims. The stay will be lifted permitting the foreclosure of the real property located at 4200 North Pan Am Expressway (the "Real Property"). The Reorganized Debtors may enter into a lease of 70% of the Real Property on terms to be agreed to between Banco Popular and the Reorganized Debtors.

Additionally, each Executory Contract and Unexpired Lease to which the Debtors are a party shall be deemed rejected unless the Reorganized Debtors, through the Securities Purchase Agreement definition of Assumed Contracts, expressly assumes a particular Executory Contract before the Confirmation Date, or in this Plan. After the Confirmation Date of the Plan, all objections to Claims and all Causes of Action and Avoidance Actions shall be prosecuted by the Trustee of the Liquidating Trust. The Trustee may object to the allowance of Claims for which liability, in whole or in part, is disputed for whatever reasons, even if Claims were not scheduled by the Debtors as disputed, contingent or unliquidated. All objections to Claims must be filed within ninety (90) days following the Effective Date of the Plan, unless extended by the Bankruptcy Court.



**ARTICLE 2**  
**DEFINITIONS, CONSTRUCTION, AND INTERPRETATION**

**2.1 Definitions**

The capitalized terms used herein shall have the respective meanings set forth below:

“**4200**” means 4200 Pan Am, LLC.

“**Administrative Expense**” or “**Administrative Claim**” means any cost or expense of the administration of the Chapter 11 Case incurred on or before the Effective Date entitled to priority under § 507(a)(1) and allowed under § 503(b) of the Bankruptcy Code, including all allowances of compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under the Bankruptcy Code.

“**Allowed**” when used with respect to any Claim, except for a Claim that is an Administrative Expense, means (i) such Claim to the extent it is not a Contested Claim; (ii) such Claim to the extent it may be set forth pursuant to any stipulation or agreement that has been approved by Final Order; or (iii) a Contested Claim, proof of which was filed timely with the Bankruptcy Court and (a) as to which no objection was filed by the Objection Deadline, unless such Claim is to be determined in a forum other than the Bankruptcy Court, in which case such Claim shall not become Allowed until determined by Final Order of such other forum and Allowed by Final Order of the Bankruptcy Court; or (b) as to which an objection was filed by the Objection Deadline, to the extent Allowed by Final Order.

“**Assumed Contracts**” has the meaning ascribed in the Securities Purchase Agreement.

“**Assumed Liabilities**” has the meaning ascribed in the Securities Purchase Agreement.

“**Avoidance Actions**” means any and all rights, claims and causes of action arising under any provision of chapter 5 of the Bankruptcy Code, including claims for payments made to creditors within 90 days of the Petition Date that may be avoidable under 11 U.S.C. § 547.

“**Ballot**” means the Ballot to be used by creditors to cast their votes to accept or reject the Plan.

“**Bankruptcy Case**” means the above styled case commenced by the Debtors under Chapter 11 of the Bankruptcy Code by the Debtors on the Petition Date.

“**Bankruptcy Code**” means the Bankruptcy Reform Act of 1978, as amended, and codified at title 11 of the United States Code.

“**Bankruptcy Court**” means the Bankruptcy Court unit of the United States District Court for the Western District of Texas, Austin Division, or such other court having jurisdiction over this Chapter 11 case.

“**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure, as prescribed by the United States Supreme Court pursuant to § 2075 of title 28 of the United States Code.

“**Bar Date**” means the final date for the filing of proofs of Claims set by the Bankruptcy Court or such other date as may apply to a particular Claim pursuant to a duly entered order of the Bankruptcy Court.

“**Business Day**” means any day on which commercial banks and federal courts are open for business in Austin, Texas.

“**Cash**” means legal tender of the United States of America or Cash equivalents.

“**Causes of Action**” means, without limitation, any and all claims, actions, adversary proceedings, causes of action (including causes of action arising under any section of the Bankruptcy Code), liabilities, obligations, rights, suits, debts, sums of money, damages, judgments and demands whatsoever, whether pending or not pending, known or unknown, whether or not scheduled as the asset of any Debtors, disputed or undisputed, legal or equitable, absolute or contingent, including, specifically, but without limitation, the Avoidance Actions. Causes of Action, however, does not include any claims against Avteq or its affiliates, that were the subject of the Debtors’ Emergency Motion to Approve Compromise and Settlement Between the Debtors, Banco Popular North America and Avteq, Inc. and the Compromise and Settlement Agreement executed in connection therewith.

“**Claim**” shall have the meaning set out in § 101 of the Bankruptcy Code.

“**Claim Register**” shall mean the Claim Register as maintained by the Court as to the Debtors.

“**Claimant**” or “**Creditor**” means the holder of a Claim.

“**Collateral**” means any property of the Debtors subject to a valid and enforceable lien or right of setoff permissible under 11 U.S.C. § 553 to secure the payment of a Claim.

“**Confirmation Date**” means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

“**Confirmation Hearing**” means the hearing held by the Bankruptcy Court pursuant to § 1128 of the Bankruptcy Code, as it may be continued from time to time, on confirmation of the Plan.

“**Confirmation Order**” means the order of the Bankruptcy Court confirming the Plan pursuant to § 1129 of the Bankruptcy Code.

“**Contested**,” when used with respect to a Claim, means a Claim against the Debtors (i) that is listed in the Debtors’ Schedules as disputed, contingent or unliquidated regardless of whether a proof of claim has been filed or not; (ii) that is listed in the Debtors’ Schedules as undisputed, liquidated and not contingent and as to which a proof of Claim has been filed with the Bankruptcy Court, to the extent the proof of Claim amount exceeds the scheduled amount; (iii) that is not listed in the Debtors’ Schedules, but as to which a proof of Claim has been filed with the Bankruptcy Court; or (iv) as to which an objection has been or may be filed. Notwithstanding the foregoing, after the Objection Deadline, including any extensions thereto, only Claims to which an Objection has been filed shall be deemed Contested Claims with respect to claims for which a proof of claim has been filed.

“**Contested Claims Reserve**” means reserve of funds created by the Liquidating Trustee in accordance with the Plan.

“**Contingent Reimbursement Claims**” means a contingent claim for reimbursement by a codebtor or coliable person that is subrogated to the rights of a creditor under Section 509(a) of the Bankruptcy Code and/or that is subject to subordination pursuant to Section 509(c) of the Bankruptcy Code.

“**Court**” means the Bankruptcy Court.

“**Debtors**” means KLN, Dehler, FBT, and 4200.

“**Disclosure Statement**” means the disclosure statement filed by the Debtors as amended from time to time.

“**Effective Date**” means a Business Day to be selected by the Proponent and Avteq as soon as the day after the entry of the Confirmation Order but in no event later than June 15, 2012 unless Avteq extends such deadline to June 22, 2012 pursuant to the Securities Purchase Agreement.

“**Equity Interest**” means the interest represented by an “equity security,” as defined in § 101 of the Bankruptcy Code, including all preferred and common stock in the Debtors.

“**Excluded Assets**” has the meaning ascribed in the Securities Purchase Agreement.

“**Executory Contracts**” means all unexpired leases and executory contracts as such terms are used within § 365 of the Bankruptcy Code to which one or more of the Debtors was a party as of the Petition Date.

“**Fee Application**” means an application of a Professional Person under §§ 330 or 503 of the Bankruptcy Code for allowance of compensation and reimbursement of expenses in the Chapter 11 cases.

“**Fee Claim**” means a Claim under §§ 330 or 503 of the Bankruptcy Code for allowance of compensation and reimbursement of expenses in the Chapter 11 cases.

“**Final Order**” means (i) an order as to which the time to appeal, petition for certiorari or motion for reargument, rehearing, reconsideration, new trial, or to alter or amend findings or judgment has expired and as to which no appeal, petition for certiorari or other proceedings for re-argument, rehearing, reconsideration, new trial, or to alter or amend findings or judgment shall then be pending, or (ii) in the event that an appeal, writ of certiorari, re-argument, rehearing, reconsideration, new trial, or motion to alter or amend findings or judgment thereof has been sought, such order shall have been affirmed by the highest court to which such order was appealed, or certiorari has been denied or from which reargument, rehearing, reconsideration, new trial, or motion to alter or amend findings or judgment was sought, and the time to take any further appeal, petition for certiorari or move for reargument, rehearing, reconsideration, new trial, or to alter or amend findings or judgment shall have expired; provided, however, that no order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure may be filed with respect to such order. The Confirmation Order shall be a Final Order unless a stay has been sought and obtained prior to the Effective Date.

“**Friedrich**” means Friedrich Air Conditioning Company, Ltd.

“**Friedrich Lease**” means the existing real property lease between 4200 and Friedrich.

“**General Unsecured Claim**” means any Claim against the Debtors that is not a Priority Claim, Secured Claim, or an Administrative Expense.

“**Liens**” means valid and enforceable liens, mortgages, security interests, pledges, charges, encumbrances, or other legally cognizable security devices of any kind.

“**Liquidating Trust**” means the trust created pursuant to the Liquidating Trust Agreement on the Effective Date in accordance with this Plan, the Confirmation Order and the Liquidating Trust Agreement.

“**Liquidating Trust Agreement**” means the Liquidating Trust Agreement to be dated as of the Effective Date establishing the terms and conditions of the Liquidating Trust, substantially in the form annexed to this Plan as **Exhibit “A.”**

**“Liquidating Trust Cash Payment”** means the amount of (A) the amount remaining in the Professional Fees Account as of the Closing Date, and (B) the amount of unpaid Priority Tax Claims for sales taxes in the Bankruptcy Case as of the Closing Date up to, but not in excess of \$400,000.00, which will be contributed to the Liquidating Trust by Purchaser at Closing.

**“Liquidating Trust Assets”** means the Liquidating Trust Cash Payment, the Excluded Assets under the Securities Purchase Agreement and the Avoidance Actions which are transferred to the Liquidating Trust pursuant to Section 6.1 of this Plan and the Securities Purchase Agreement, including any and all proceeds, rents, products, offspring, and profits arising from or generated by such property on or after the Effective Date.

**“Liquidating Trustee”** means the trustee of the Liquidating Trust, as designated in Section 6.2 of this Plan and the Liquidating Trust Agreement.

**“New Equity Interest”** means Equity Interests issued in the Reorganized Debtors as set forth herein in Article 6.

**“Objection Deadline”** means the date by which objections to Claims shall be filed with the Bankruptcy Court and served upon the respective holders of each of the Claims.

**“Operating Debtors”** means KLN, Dehler, and FBT.

**“Participating Vendors”** means Allowed General Unsecured Claims against the Operating Debtors listed in Exhibit “D” to the Plan who elect on their Ballot the treatment for Class 20(c) and agree in writing to offer the Reorganized Debtors credit terms consistent with industry norms for at least a period of six months after the Effective Date and who in fact provide such credit terms to the Reorganized Debtors.

**“Petition Date”** means November 22, 2011 for KLN, Dehler and FBT, and December 29, 2011 for 4200.

**“Plan”** means this Plan of Reorganization, either in its present form or as it may hereafter be altered, amended or modified from time to time.

**“Plan Documents”** means the documents that aid in effectuating the Plan as specifically identified as such herein, which will be substantially in the form filed by the Debtors with the Bankruptcy Court prior to the conclusion of the Confirmation Hearing.

**“Post-Petition Tax Claims”** has the meaning set forth in Section 4.2.3.

**“Priority Claim”** means any Claim (other than an Administrative Expense) to the extent entitled to priority in payment under § 507(a) of the Bankruptcy Code.

**“Priority Tax Claim”** means a Priority Claim of a governmental unit of the kind specified in § 507(a)(8) of the Bankruptcy Code.

**“Professional Person”** means a person retained or to be compensated pursuant to §§ 327, 328, 330, 503(b) or 1103 of the Bankruptcy Code.

**“Proponent”** means the Debtors.

**“Pro Rata Share”** means the proportion that the amount of an Allowed Claim in a particular class of Claims bears to the aggregate amount of all Claims in such class of Claims, including Contested Claims, but not including Disallowed Claims.

**“Purchased Assets”** means the assets designated by the Purchaser in the Securities Purchase Agreement to be acquired as part of the Securities Purchase Transaction described in Article 6.

**“Purchaser”** means Avteq, Inc. or its affiliates, or assigns, the Purchaser identified in the Securities Purchase Agreement.

**“Real Property”** means the real property owned by 4200 at 4200 North Pan Am Expressway, San Antonio, Texas.

**“Released Causes of Action”** shall mean any and all Causes of Action that were or could have been asserted against Banco Popular of North America or its officers, directors and affiliates by any of the Debtors, including but not limited to pre and post petition Causes of Action and any and all claims which were or could have been asserted against Banco Popular or any of officers, directors and affiliates under Chapter 5 of the Bankruptcy Code and all Causes of Action scheduled by the Debtors.

**“Reorganized Debtors”** means KLN, Dehler, and FBT from and after the Effective Date.

**“Representatives”** means any officer, director, financial advisor, attorney, law firm, accounting firm, financial advising firm, and other Professional Person.

**“Reserves”** means, collectively, the Administrative Claim Reserve and the Contested Claim Reserve which reserves will be established solely from assets in the Liquidating Trust.

**“Schedule of Assumed Contracts”** means the schedule attached to this Plan as **Exhibit “B”**, as such schedule may be amended or modified from time to time pursuant to Section 11.1 of this Plan.

“**Schedules**” means the Schedules of Assets and Liabilities and the Statements of Financial Affairs filed by the Debtors as required by § 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such Schedules and Statements have been or may be supplemented or amended.

“**Secured Claim**” means a Claim secured by a lien or right of setoff allowable under 11 U.S.C. § 553 on property of a Debtors, which lien is valid, perfected and enforceable under applicable law, is not subject to avoidance under the Bankruptcy Code or other applicable non-bankruptcy law and which is duly established in the Chapter 11 cases, but only to the extent of the value of the Collateral that secures payment of such Claim.

“**Securities**” means new securities representing one hundred percent (100%) of the ownership interests in the Reorganized Debtors to be issued pursuant to the Plan.

“**Securities Purchase Agreement**” means the Securities Purchase Agreement attached hereto as Exhibit “C”.

“**Taxing Authority**” means the holder of an Allowed Priority Tax Claim.

“**Tax Liens**” means any statutory liens securing any Allowed Claim of any Taxing Authority.

“**Vested Property**” means all property vested in the Reorganized Debtors pursuant to Article 5.2 of the Plan.

“**Voting Record Date**” means that date set by the Bankruptcy Court for determining the holders of claims and interests entitled to vote to accept or reject the Plan.

## **2.2 Interpretation**

Unless otherwise specified, all section, article, and exhibit references in the Plan are to the respective section in, article of or exhibit to the Plan, as the same may be amended, waived or modified from time to time. The headings and table of contents in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender. All exhibits and schedules attached to the Plan are incorporated herein by such attachment

## **2.3 Application of Definitions and Rules of Construction Contained in the Bankruptcy Code**

Words and terms defined in § 101 of the Bankruptcy Code shall have the same meaning when used in the Plan, unless a different definition is given in the Plan. The rules of construction contained in § 102 of the Bankruptcy Code shall apply to the construction of the Plan.

## **2.4 Other Terms**

The words “herein,” “hereof,” “hereto,” “hereunder” and others of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan. A term used herein that is not defined herein shall have the meaning ascribed to that term, if any, in the Bankruptcy Code.

## **2.5 Integration Clause**

This Plan is a complete, whole, and integrated statement of the binding agreement between the Proponent, the Debtors, creditors, Equity Interests and the parties-in-interest upon the matters herein. Parol evidence shall not be admissible in an action regarding this Plan or any of its provisions.

## **2.6 Plan Documents**

The Plan Documents are incorporated into and are a part of the Plan as if set forth in full herein.

# **ARTICLE 3**

## **CLASSIFICATION AND IMPAIRMENT OF CLAIMS AND EQUITY INTERESTS**

### **3.1 Classification**

As provided in 11 U.S.C. § 1123(a), Administrative Expense Claims shall not be classified for purposes of voting or receiving distributions under the Plan. The Allowed Claims against, and Allowed Equity Interests in, the Debtors are classified as set forth in this Article III. A Claim or Equity Interest is in a particular Class only to the extent that such Claim or Equity Interest fits within the description of such Class, and is in such other and different Class or Classes to the extent that the remainder of such Claim or Equity Interest fits within the description of such other Class or Classes. Any dispute with respect to classification of Claims or Equity Interests or impairment shall be resolved by the Bankruptcy Court upon motion of the Claimant or Equity Interest holder affected thereby, with notice to the Debtors. This Plan shall only provide distributions to Allowed Claims; nothing within this Plan shall provide for the Allowance of any Claim. The Allowed Claims and Equity Interests are classified as follows:

**Administrative Claims**

**Professional Claims**

- Class 1: Priority Tax Claims
- Class 2: Priority Non-Tax Claims
- Class 3: Internal Revenue Secured and/or Priority Claim
- Class 4: Nevada County Secured and/or Priority Claim
- Class 5: Bexar County Secured Tax Claim
- Class 6: Judson ISD Secured Tax Claim
- Class 7: Amada Capital Corporation Secured Claim
- Class 8(a): Banco Popular North America Secured Claim (Operating Debtors)
- Class 8(b): Banco Popular North America Secured Claim (4200)
- Class 9: Toyota Motor Credit Corporation Secured Claim
- Class 10: CIT Technology Financing Services Secured Claim
- Class 11: Ford Motor Credit Company LLC Secured Claim
- Class 12: GreatAmerica Leasing Corporation Secured Claim
- Class 13: Macrolease Corporation Secured Claim
- Class 14: TCF Equipment Finance, Inc. Secured Claim
- Class 15: U.S. Bancorp Business Equipment Secured Claim
- Class 16: De Lage Landen Financial Services Secured Claim
- Class 17: Heartland Business Credit Secured Claim
- Class 18: Leaf Funding, Inc. Secured Claim
- Class 19(a) and (b): Friedrich Claims (Operating Debtors and 4200)
- Class 20(a): General Unsecured Claims (Operating Debtors)
- Class 20(b): General Unsecured Claims (4200)
- Class 20(c): General Unsecured Claims (Participating Vendors)
- Class 21: Contingent Reimbursement Claims
- Class 22: Equity Interests
- Class 23: Thurston Secured Claim

### **3.2 Impaired Classes of Claims and Equity Interests**

Claims in Classes 7 through 21 and Class 23 are impaired under the Plan, and, therefore, shall vote to accept or reject this Plan. Class 22 is deemed to have rejected the Plan.

### **3.3 Impairment and Classification Controversies**

If a controversy arises as to whether any Claim or Equity Interest or any class of Claims or class of Equity Interests is impaired under the Plan or is classified incorrectly, the Bankruptcy Court shall, upon notice and a hearing, determine such controversy at the Confirmation Hearing.

### **3.4 Class Acceptance Requirement**

A class of Claims shall have accepted the Plan if it is accepted by at least two-thirds in amount and more than one-half in number of the holders of Allowed Claims in such class that have voted on the Plan.

### **3.5 Cramdown**

If any class of Claims or Equity Interests shall fail to accept the Plan in accordance with § 1126(c) of the Bankruptcy Code, the Bankruptcy Court may still confirm the Plan in accordance with § 1129(b) of the Bankruptcy Code. The Proponent will seek confirmation of the Plan pursuant to § 1129(b) with respect to any non-accepting class.

### **3.6 Disallowance of Claims Subject To Avoidance Actions**

Any otherwise Allowed Claim, subject to Avoidance Actions as described in the Disclosure Statement under Section 547 of the Bankruptcy Code shall be disallowed pursuant to § 502(d) of the Bankruptcy Code until such time as the avoidable transfers are returned to the Debtors' estate and such holder of a claim subject to an avoidable preference shall not be entitled to vote to accept or reject this Plan.

### 3.7 Elimination of Classes

Any impaired class that is not occupied as of the date of the Confirmation Hearing by an Allowed Claim or Allowed Equity Interest or a Claim or Equity Interest temporarily allowed pursuant to Bankruptcy Rule 3018 shall be deemed deleted from the Plan for purposes of voting on acceptance or rejection of the Plan and determining whether the Plan has been accepted by such class pursuant to 11 U.S.C. § 1129.

## ARTICLE 4 PROVISIONS FOR TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN

The following summary of claims is derived from the Debtors' Schedules and a review of the claims filed in this proceeding. THE EXACT AMOUNT OF EACH CLAIM FOR PURPOSES OF THIS PLAN WILL BE AS STATED IN THE DEBTORS' SCHEDULES EXCEPT THAT A PROOF OF CLAIM FILED BY A CREDITOR IS PRIMA FACIE EVIDENCE OF THE AMOUNT OF THE CLAIM, UNLESS AN OBJECTION TO THE PROOF OF CLAIM OR SCHEDULED AMOUNT IS FILED, IN WHICH THE COURT WILL DETERMINE THE ALLOWED AMOUNT OF A PARTICULAR CLAIM. THOSE CLAIMS WHICH ARE LISTED AS DISPUTED IN THE DEBTORS' SCHEDULES OR ARE OBJECTED TO BEFORE THE CLAIMS OBJECTION DEADLINE WILL BE SETTLED BY AGREEMENT OF THE PARTIES OR BY THE COURT BEFORE DISTRIBUTION UNDER THE PLAN OCCURS. ALL CLAIMS ARE SUBJECT TO OBJECTION PRIOR TO THE OBJECTION DEADLINE.

EACH CREDITOR WILL BE PAID IN THE MANNER SET FORTH BELOW WHICH APPLIES TO THAT PARTICULAR CREDITOR AND ONLY AS TO THE ALLOWED AMOUNT OF THAT CREDITORS' CLAIM IN THAT CLASS. NO CLAIM IS ALLOWED BY VIRTUE OF BEING LISTED AND TREATED IN THE PLAN.

The classes of Claims against and Equity Interests in the Debtors shall be treated under the Plan as follows:

### 4.1 Administrative Claims:

**4.1.1 General:** Subject to the bar date provisions herein, unless otherwise agreed to by the parties, each holder of an Allowed Administrative Claim shall receive Cash from the Liquidating Trust equal to the unpaid portion of such Allowed Administrative Claim within thirty (30) days after the later of (a) the Effective Date, (b) the Allowance Date, or (c) such date as is mutually agreed upon by the Liquidating Trustee and the holder of such Claim.

**4.1.2 Payment of Statutory Fees:** All fees payable pursuant to 28 U.S.C. § 1930 shall be paid in Cash equal to the amount of such Administrative Claim when due

### 4.2 Bar Date for Administrative Claims:

**4.2.1 General Provisions:** Except as otherwise provided in this Article IV, requests for payment of Administrative Claims must be included within a motion or application and filed no later than forty-five (45) days after the Effective Date or by such earlier deadline governing a particular Administrative Claim contained in an order of the Bankruptcy Court entered before the Effective Date. Holders of Administrative Claims (including, without limitation, professionals requesting compensation or reimbursement of expenses and the holders of any Claims for federal, state or local taxes) that are required to file a request for payment of such Claims and that do not file such requests by the applicable bar date specified in this section shall be forever barred from asserting such Claims against the Debtors or any of their respective property. Requests for payments of Administrative Claims included within a proof of claim are of no force and effect, and are disallowed in their entirety as of the Confirmation Date unless such Administrative Claim is subsequently filed in a timely fashion as provided herein.

**4.2.2 Professionals:** All Professional Persons requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code for services rendered before the Effective Date (including, without limitation, any compensation requested by any professional or any other entity for making a substantial contribution in the Debtors' Bankruptcy Cases) shall file and serve on the Liquidating Trustee an application for final allowance of compensation and reimbursement of expenses no later than sixty (60) days after the Effective Date. Objections to applications of Professional Persons for compensation or reimbursement of expenses must be filed and served on the Liquidating Trustee and the Professional Persons to whose application the objections are addressed no later than seventy-five (75) days after the Effective Date. Any fees of Professional Persons and reimbursements or expenses incurred by the Reorganized Debtors or the Liquidating Trust subsequent to the Effective Date may be paid without application to the Bankruptcy Court.

**4.2.3 Tax Claims:** All requests for payment of Administrative Claims and other Claims by a Governmental Unit for taxes (and for interest and/or penalties related to such taxes) for any tax year or period, which accrued or was

assessed within the period from and including the Petition Date through and including the Effective Date (“**Post-Petition Tax Claims**”) and for which no bar date has otherwise been previously established, must be filed on or before the later of (i) forty-five (45) days following the Effective Date; and (ii) ninety (90) days following the filing with the applicable Governmental Unit of the tax return for such taxes for such tax year or period. Any holder of any Post-Petition Tax Claim that is required to file a request for payment of such taxes and does not file such a Claim by the applicable bar date shall be forever barred from asserting any such Post-Petition Tax Claim against the Reorganized Debtors or their property, whether any such Post-Petition Tax Claim is deemed to arise prior to, on, or subsequent to the Effective Date. To the extent that the holder of a Post-Petition Tax Claim holds a Lien to secure its Claim under applicable state law, the holder of such Claim shall retain its Lien. Post-Petition Tax Claims will be paid by the Liquidating Trust until its Allowed Post-Petition Tax Claim has been paid in full. Tax Claims for sales taxes will be paid first from the portion of the Liquidating Trust Cash Payment transferred to the Liquidating Trust from the Debtors’ cash at Closing that is allocable to sales taxes and then from any other assets of the Liquidating Trust.

**4.2.4 Ordinary Course Liabilities:** The Reorganized Debtors shall pay each liability incurred in the Ordinary Course of Business pursuant to the payment terms and conditions of the particular transaction giving rise to the Ordinary Course of Business Claim provided such liability was incurred in accordance with a cash collateral order. Holders of any Ordinary Course of Business Claim will not be required to file or serve any request for payment of the Claim in the Ordinary of Course of Business.

#### **4.2.5 Impairment & Voting**

Administrative claims are not a true class and are neither impaired nor unimpaired. Acceptance of the Plan from such Claimants will not be solicited.

### **4.3 Class 1: Allowed Priority Tax Claims**

**4.3.1** This Class shall consist of Allowed Priority Tax Claims arising under section 507(a)(8) of the Bankruptcy Code.

**4.3.2 Treatment:** Each holder of an Allowed Priority Tax Claim shall be paid in full, through quarterly Cash payments commencing on the Effective Date, its Allowed Priority Tax Claims, together with interest at the rate required by 11 U.S.C. § 511, or as otherwise agreed, over a period through the fifth anniversary of the Petition Date. Any Claim or demand for payment of a penalty, other than a penalty of the type specified in section 507(a)(8)(G) of the Bankruptcy Code, shall be treated in Class 20(a), and the holder of an Allowed Priority Tax Claim shall not be allowed to assess or attempt to collect such penalty from the Reorganized Debtors or the Vested property. The Debtors reserve the right to subordinate any penalty pursuant to 11 U.S.C. §§ 510(c), 726(a)(4), and 1129(a)(7).

**4.3.3 Total Claims:** The Debtors estimate claims in Class 1 to consist of sales taxes owed to various states totaling approximately \$400,000.

**4.3.4 Funding:** The Liquidating Trust will pay the claims in Class 1 from the portion of the Liquidating Trust Cash Payment allocated for such purpose within 3 days of the Effective Date or upon allowance of such Claim whichever is later.

**4.3.5 Impairment & Voting:** Class 1 is unimpaired.

### **4.4 Class 2: Allowed Priority Non-Tax Claims**

This Class shall consist of Allowed Priority Non-Tax Claims arising under Section 507(a)(4), (5) or (7) of the Bankruptcy Code.

**4.4.1 Treatment:** Each holder of an Allowed Priority Non-Tax Claim shall be paid in full, through quarterly Cash payments commencing on the Effective Date, its Allowed Priority Non-Tax Claim, together with interest at the Plan Interest Rate, or as otherwise agreed, over a period through the fifth anniversary of the Effective Date.

**4.4.2 Funding:** The Liquidating Trust will pay the claims in Class 2 as set forth in the Securities Purchase Agreement (depending on whether the Claimant is an Active Employee under the Securities Purchase Agreement).

**4.4.3 Total Claims:** Although the Debtors listed certain priority wage claims, the Debtors believe that all such claims have been paid pursuant to order of the Bankruptcy Court.

**4.4.4 Impairment & Voting:** Class 2 is unimpaired. Acceptance of this Plan from holders of Class 2 Claims will not be solicited.



**4.5 Class 3: Internal Revenue Service Secured And/Or Priority Tax Claim**

This Class shall consist of Internal Revenue Service's secured and/or priority tax claim.

**4.5.1** The secured and priority portions of the Internal Revenue Service's claim will be paid in full in sixty (60) equal monthly payments beginning on the Effective Date of the Plan, together with interest accruing at the rate required by 11 U.S.C. § 511. The general unsecured portion of the claim will be paid as a Class 20 General Unsecured Claim.

**4.5.2** Total Claims: Although the IRS has filed a claim based on an estimated return for 2011, the Debtors did not realize income in 2011. Thus, the Debtors estimate that the total of Class 3 Claims is zero as of the date hereof.

**4.5.3** Funding: The Liquidating Trust will pay the claims in Class 3.

**4.5.4** Impairment & Voting: Class 3 is impaired. Acceptance of this Plan from holders of Class 3 Claims will be solicited.

**4.6 Class 4: Nevada County Secured And/Or Priority Tax Claim**

**4.6.1** This Class shall consist of Nevada County secured and/or priority tax claim filed in the amount of \$23,105.68.

**4.6.2** Treatment: The priority portions of the Nevada County's claim will be paid in full within sixty (60) months from the Petition Date, in equal monthly installments beginning on the Effective Date of the Plan, together with interest accruing at the rate required by 11 U.S.C. § 511 (which is currently at 18%). Nothing contained herein shall preclude pre-payment by the Reorganized Debtors.

**4.6.3** Total Claims: The total of Class 4 Claims is \$23,105.68 as of the date hereof.

**4.6.4** Funding: The Reorganized Debtors will pay the claims in Class 1 to the extent secured by a lien on the Purchased Assets as set forth in the Securities Purchase Agreement.

**4.6.5** Impairment & Voting: Class 4 is unimpaired. Acceptance of this Plan from holders of Class 4 Claims not will be solicited.

**4.6.6** Additional Terms: The state tax liens survive the plan confirmation, a bankruptcy discharge, and dismissal of the case. The liens continue to be enforceable against the Reorganized Debtors' or the Liquidating Trust property to the same extent, priority and validity such liens were entitled to as of the Petition Date.

**4.6.7** Notwithstanding anything else to the contrary in the Plan or the Confirmation Order, these provisions will govern the treatment of the claims of the Nevada County: (1) nothing provided in the Plan or the Confirmation Order shall affect or impair any setoff rights of Nevada County; (2) nothing provided in the Plan or the Confirmation Order shall affect or impair any rights of the Nevada County to pursue any non-debtors third parties for tax debts or claims; (3) nothing provided in the Plan or the Confirmation Order shall be construed to preclude the payment of interest on the Nevada County's administrative expense tax claims; (4) to the extent that interest is payable with respect to any administrative expense, priority or secured tax claim of Nevada County, the interest rate shall be 18% per annum; and (5) the Nevada County shall retain its liens until paid in full. The provisions of the Plan and Confirmation Order supplement these terms where not inconsistent herewith.

**4.6.8** A failure by the Debtors or Reorganized Debtors to make a payment to a priority or secured tax creditor pursuant to the terms of the Plan shall be an Event of Default. If the Debtors or Reorganized Debtors fail to cure an Event of Default as to payments to the Nevada County within ten (10) days after service of a written notice of default from the Nevada County, then the Nevada County may (a) enforce the entire amount of its claim, (b) exercise any and all rights and remedies under applicable non-bankruptcy law, and (c) seek such relief as may be appropriate in this Court.

**4.7 Class 5(a) and (b): Bexar County Secured Tax Claim (KLN) and (4200)**

**4.7.1** This Class shall consist of Bexar County's secured personal property tax claim filed in the amount of \$61,439.10 against KLN and Bexar County's secured personal and real property claim filed in the amount of \$83,052.41 against 4200. This claim is secured pursuant to Chapter 32 of the Texas Tax Code.

**4.7.2** Treatment: The priority portions of the Bexar County's Secured Tax Claim (KLN) will be paid by the Reorganized Debtors to the extent they are secured by a lien on the Purchased Assets in full within sixty (60) months from the Petition Date, in equal monthly installments beginning on the Effective Date of the Plan, together with interest



accruing at the rate required by 11 U.S.C. § 511. Nothing contained herein shall preclude pre-payment by the Reorganized Debtors. The priority portions of the Bexar County Secured Tax Claim (4200) shall be paid from the proceeds from the sale of the Real Property as provided in Article 6 hereof.

**4.7.3 Total Claims:** The Class 5(a) Claim (KLN) is \$61,439.10 and Class 5(b) Claim (4200) is \$83,052.41 as of the date hereof.

**4.7.4 Impairment & Voting:** Class 5 is unimpaired. Acceptance of this Plan from holders of Class 5 Claims will be solicited.

**4.7.5 Additional Terms:** All payments to Bexar County in respect of its Allowed Secured Claims shall be entitled to interest as required by sections 506(b), 1129 and 511 of the Bankruptcy Code, until paid in full. Any liens securing the Allowed Secured Claim of Bexar County shall retain the same force and effect they have now until such Allowed Secured Claim is paid in full, and shall retain the priority they otherwise hold under state law in relationship to any liens. To the extent any taxes due to Bexar County are not timely paid as provided herein, Bexar County shall be at liberty to pursue their state court remedies without further recourse to the Bankruptcy Court.

#### **4.8 Class 6 (a) and (b): Judson ISD Secured Tax Claim (KLN) and Judson ISD Secured Tax Claim (4200)**

**4.8.1** This Class shall consist of Judson ISD's secured personal property tax claim filed in the amount of \$79,922.70 against KLN and Judson ISD's secured personal and real property tax claim filed in the amount of \$179,034.75 against 4200. These claims are secured pursuant to Chapter 32 of the Texas Tax Code.

**4.8.2 Treatment:** The priority portions of the Judson ISD's Secured Tax Claim (KLN) will be paid by the Reorganized Debtors to the extent they are secured by a lien on the Purchased Assets in full within sixty (60) months from the Petition Date, in equal monthly installments beginning on the Effective Date of the Plan, together with interest accruing at the rate required by 11 U.S.C. § 511. Nothing contained herein shall preclude pre-payment by the Reorganized Debtors. The priority portions of the Judson ISD Secured Tax Claim (4200) shall be paid from the proceeds from the sale of the Real Property as provided in Article 6 hereof.

**4.8.3 Total Claims:** The total of Class 6 Claim is \$79,922.70 (KLN) and \$179,034.75 (4200) as of the date hereof.

**4.8.4 Impairment & Voting:** Class 6 is impaired. Acceptance of this Plan from holders of Class 6 Claims will be solicited.

**4.8.5 Additional Terms:** All payments to Judson ISD in respect of its Allowed Secured Claims shall be entitled to interest as required by sections 506(b), 1129 and 511 of the Bankruptcy Code, until paid in full. Any liens securing the allowed secured claim of Judson ISD shall retain the same force and effect they have now until such allowed secured claim is paid in full, and shall retain the priority they otherwise hold under state law in relationship to any liens. To the extent any taxes due to Judson ISD are not timely paid as provided herein, Judson ISD shall be at liberty to pursue their state court remedies without further recourse to the Bankruptcy Court.

#### **4.9 Class 7: Amada Capital Corporation Secured Claim**

**4.9.1** This Class shall consist of Amada Capital Corporation's Secured Claims scheduled in the amount of \$586,213.88. The Debtors will surrender one Amada AC Servo Drive Punch Press, Model AC255NT in exchange for a credit against the Amada Secured Claim of \$166,966.58 leaving \$419,246.80 to be paid by the Reorganized Debtors. This claim is secured by equipment identified in the Debtors' Schedules.

**4.9.2 Treatment:** The Reorganized Debtors shall pay the remaining Allowed Secured Claim of Amada Capital Corporation of \$419,246.80 in full within sixty (60) months from the Petition Date, in equal monthly installments beginning on the Effective Date of the Plan, together with interest accruing at the non-default contract rate. Nothing contained herein shall preclude pre-payment by the Reorganized Debtors or a return of the collateral securing such claim in full satisfaction of the Secured Claim.

**4.9.3 Total Claims:** The total of Class 7 Claims is \$586,213.88 as of the date hereof, a portion of which may be unsecured and treated in Class 20(a).

**4.9.4 Funding:** The Reorganized Debtors will pay the claims in Class 7 as set forth in the Securities Purchase Agreement.

**4.9.5 Impairment & Voting:** Class 7 is impaired. Acceptance of this Plan from holders of Class 7 Claims will be solicited.

**4.10 Class 8(a): Banco Popular North America Secured Claim (Operating Debtors)**

**4.10.1** This Class shall consist of Banco Popular North America's Secured Claim against the Operating Debtors arising under the November 16, 2006 Revolving Credit Note, Equipment Term Notes A and B and the Interest Rate Swap Agreement (which shall terminate on the Effective Date) but excluding the Secured Claim against 4200. This claim is secured by substantially all of the Operating Debtors' assets.

**4.10.2 Treatment:** The Allowed Secured Claim of Banco Popular North America shall be paid in full under the Plan on the Effective Date as provided in the Securities Purchase Agreement. Banco Popular shall waive any cross-collateralization between its Secured Claim against the Operating Debtors and its Secured Claim against 4200 upon receipt of the payment and conditioned upon Banco receiving the conveyance of third party real estate collateral in partial consideration for release of all the Released Causes of Action.

**4.10.3 Total Claims:** The total of Class 8(a) Claims is approximately \$9,500,000.00 as of the date hereof.

**4.10.4 Funding:** The Reorganized Debtors shall pay the Allowed Class 8(a) Claims in accordance with the terms of the Securities Purchase Agreement with the Allowed Amount of the Claim less \$1,361,539.04 being paid in Cash at Closing and the remaining \$1,361,539.04 being satisfied being paid on or before August 31, 2012 with interim payments as provided in the Securities Purchase Agreement and being represented by the existing notes and loan documents with the Debtors which notes shall continue to be secured by the equipment only portion of the Purchased Assets and the Ladensohn AR (as defined in the Securities Purchase Agreement).

**4.10.5 Impairment & Voting:** Class 8(a) is impaired. Acceptance of this Plan from holders of Class 8 Claims will be solicited.

**4.11 Class 8(b): Banco Popular North America Secured Claim (4200)**

**4.11.1** This Class shall consist of Banco Popular North America's Secured Claim against 4200 arising as of July 25, 2008, in the amount of approximately \$10,226,710.97. This claim is secured by the Real Property and substantially all of the assets of the Debtors.

**4.11.2 Treatment:** To the extent not already done, the stay shall be lifted to permit Banco Popular to foreclose on its liens against the Real Property. The Banco Popular Secured Claim (4200) shall be fully satisfied from the sale proceeds at the foreclosure sale of the Real Property.

**4.11.3 Total Claims:** The total of Class 8(b) Claims is approximately \$10,226,710.97 as of the date hereof.

**4.11.4 Funding:** The Allowed Class 8(b) Claims will be paid from the foreclosure sale of the Real Property.

**4.11.5 Impairment & Voting:** Class 8(b) is impaired. Acceptance of this Plan from holders of Class 8 Claims will be solicited.

**4.12 Class 9: Toyota Motor Credit Corporation**

**4.12.1** This Class shall consist of the Allowed Secured Claim of Toyota Motor Credit Corporation scheduled in the amount of \$41,625.61. This claim is secured by equipment identified in the Debtors' Schedules.

**4.12.2 Treatment:** The Debtors will surrender two 2008 Toyota forklifts Model No. 8FGU25 for a credit against the Allowed Secured Claim of \$8,211.76. The Reorganized Debtors shall pay the remaining Allowed Secured Claim of Toyota Motor Credit Corporation in the amount of \$33,413.85 in full within sixty (60) months from the Petition Date, in equal monthly installments beginning on the Effective Date of the Plan, together with interest accruing at the non-default contract rate. Nothing contained herein shall preclude pre-payment by the Reorganized Debtors.

**4.12.3 Total Claims:** The total of Class 9 Claims is \$41,625.61 as of the date hereof, a portion of which may be unsecured and treated in Class 20(a). The payments required will be reduced accordingly.

**4.12.4 Funding:** The Reorganized Debtors will pay the claims in Class 9 as set forth in the Securities Purchase Agreement.

**4.12.5 Impairment & Voting:** Class 9 is impaired. Acceptance of this Plan from holders of Class 9 Claims will be solicited.

#### **4.13 Class 10: CIT Technology Financing Services**

**4.13.1** This Class shall consist of the Allowed Secured Claim of CIT Technology Financing Services scheduled in the amount of \$457.40. This claim is secured by equipment identified on the Debtors' Schedules.

**4.13.2 Treatment:** The Reorganized Debtor shall pay the Allowed Secured Claim CIT Technology Financing Services in full within sixty (60) months from the Petition Date, in equal monthly installments beginning on the Effective Date of the Plan, together with interest at the non-default contract rate. Nothing contained herein shall preclude pre-payment by the Reorganized.

**4.13.3 Total Claims:** The total of Class 10 Claims is \$457.40 as of the date hereof, a portion of which may be unsecured and treated in Class 20(a). The payments required will be reduced accordingly.

**4.13.4 Funding:** The Reorganized Debtors will pay the claims in Class 10 as set forth in the Securities Purchase Agreement.

**4.13.5 Impairment & Voting:** Class 10 is impaired. Acceptance of this Plan from holders of Class 10 Claims will be solicited.

#### **4.14 Class 11: Ford Motor Credit Company LLC**

**4.14.1** This Class shall consist of the Allowed Secured Claim of Ford Motor Credit Company LLC's filed in the amount of \$13,736.79. This claim is secured by 2008 Ford F250, vehicle identification number 1FTSX20R28EB16409. Ford shall retain its lien on this vehicle until it is paid in full pursuant to its contract with KLN Steel Products Company LLC.

**4.14.2 Treatment:** The Reorganized Debtor shall pay the Allowed Secured Claim of Ford Motor Credit Company LLC by making its contractual monthly payments beginning with the payment due on May 12, 2012 which payments shall continue until Ford is paid in full pursuant to the terms of its contract. Interest shall accrue on the debt at the non-default contract rate. Nothing contained herein shall preclude pre-payment by the Reorganized Debtors. Upon default in the payments required to be paid monthly to Ford, Ford shall send a notice of default and opportunity to cure to the Reorganized Debtors with a copy to counsel for the Reorganized Debtors. If the default is not cured within 10 days of the notice of default being placed in the mail by Ford, Ford shall be entitled to exercise all of its rights and remedies under state law to repossess the Collateral.

The Reorganized Debtor shall maintain full coverage insurance on Ford's Collateral. If the Reorganized Debtor fails to maintain full coverage insurance on Ford's Collateral, listing Ford as a loss-payee, Ford shall be entitled to exercise all of its rights and remedies under state law to repossess the Collateral.

**4.14.3 Total Claims:** The total of Class 11 Claims is \$ 13,736.79 as of the date of filing. Ford shall be paid its claim in full.

**4.14.4 Impairment & Voting:** Class 11 is impaired. Acceptance of this Plan from holders of Class 11 Claims will be solicited.

#### **4.15 Class 12: Great America Leasing Corporation Secured Claim**

**4.15.1** This Class shall consist of the Allowed Secured Claim of Great America Leasing Corporation scheduled in the amount of \$49,282.22. This claim is secured by the equipment listed in the Debtors' Schedules.

**4.15.2 Treatment:** The Reorganized Debtor shall pay the Allowed Secured Claim of Great America Leasing Corporation in full within sixty (60) months from the Petition Date, in equal monthly installments beginning on the Effective Date of the Plan, together with interest accruing at the non-default contract rate. Nothing contained herein shall preclude pre-payment by the Reorganized Debtor.

**4.15.3 Total Claims:** The total of Class 12 Claims is \$49,282.22 as of the date hereof, a portion of which may be unsecured and treated in Class 20(a). The payments required will be reduced accordingly.

**4.15.4 Funding:** The Reorganized Debtors will pay the claims in Class 12 as set forth in the Securities Purchase Agreement.

**4.15.5 Impairment & Voting:** Class 12 is impaired. Acceptance of this Plan from holders of Class 12 Claims will be solicited.

**4.16 Class 13: Macrolease Corporation Secured Claim**

**4.16.1** This Class shall consist of the Allowed Secured Claim of Macrolease Corporation scheduled in the amount of \$40,120.97 and currently filed in the amount of \$52,435.80, as of the Petition Date. This claim is secured by the equipment listed in the Debtors' Schedules.

**4.16.2 Treatment:** The Reorganized Debtor shall pay the Allowed Secured Claim of Macrolease Corporation in full within sixty (60) months from the Petition Date, in equal monthly installments beginning on the Effective Date of the Plan, together with interest at the non-default contract rate (5%). Nothing contained herein shall preclude prepayment by the Reorganized Debtors.

**4.16.3 Total Claims:** The total current amount of Class 13 Claims is \$48,935.80, as of the Petition Date, plus agreed attorneys' fees in the amount of \$3,500 (but without considering a payment made by the Debtors to Macrolease in the amount of \$6,879.00 on or about February 21, 2012), which Claim, subject to Allowance, is fully Secured.

**4.16.4 Funding:** The Reorganized Debtors will pay the claims in Class 13 as set forth in the Securities Purchase Agreement. Pending payment in full of the Class 13 Claim as provided in this Plan, Macrolease shall maintain its lien on its collateral securing its Claim.

**4.16.5 Impairment & Voting:** Class 13 is impaired. Acceptance of this Plan from holders of Class 13 Claims will be solicited.

**4.17 Class 14: TCF Equipment Finance, Inc. Secured Claim**

**4.17.1** This Class shall consist of the Allowed Secured Claim of TCF Equipment Finance, Inc. filed in the amount of \$171,799.01. The collateral for the secured claim are Two(2) Unisand K 1350 M3 53" Sanding Machines, S/N #006093 and 006094 and all attachments, accessions, improvements, replacements and substitutions relating thereto (the "Collateral").

**4.17.2 Treatment:** The Reorganized Debtors shall pay the Allowed Secured Claim of TCF Equipment Finance, Inc. in full within thirty (30) months from the Petition Date, in equal monthly installments beginning on the Effective Date of the Plan, together with interest accruing at non-default contract rate. Nothing contained herein shall preclude prepayment by the Reorganized Debtors. TCF shall retain all of its senior perfected liens and security interests in the Collateral until its Allowed Secured Claim is paid in full. Upon default in the payments required to be paid monthly to TCF, TCF shall send a notice of default and opportunity to cure to the Reorganized Debtors with a copy to counsel for the Reorganized Debtors. If the default is not cured within 10 days of the notice of default being placed in the mail by TCF, TCF shall be entitled to exercise all of its rights and remedies under state law to repossess the Collateral.

**4.17.3 Total Claims:** The total of Class 14 Claims is \$171,799.01 as of the date hereof, of which \$61,799.00 is unsecured and treated in Class 20(a). The payments required will be reduced accordingly.

**4.17.4 Funding:** The Reorganized Debtors will pay the claims in Class 14 as set forth in the Securities Purchase Agreement.

**4.17.5 Impairment & Voting:** Class 14 is impaired. Acceptance of this Plan from holders of Class 14 Claims will be solicited.

**4.18 Class 15: U.S. Bancorp Business Equipment Secured Claim**

**4.18.1** This Class shall consist of the Allowed Secured Claim of U.S. Bancorp Business Equipment filed in the amount of \$12,780.72. This claim is secured by the equipment listed in the Debtors' Schedules.

**4.18.2 Treatment:** The Reorganized Debtors shall pay the Allowed Secured Claim of U.S. Bancorp Business Equipment in full within sixty (60) months from the Petition Date, in equal monthly installments beginning on the Effective Date of the Plan, together with interest accruing at the non-default contract rate. Nothing contained herein shall preclude prepayment by the Reorganized Debtors.

**4.18.3 Total Claims:** The total of Class 15 Claims is \$12,780.72 as of the date hereof, a portion of which may be unsecured and treated in Class 20. The payments required will be reduced accordingly.

**4.18.4 Funding:** The Reorganized Debtors will pay the claims in Class 15 as set forth in the Securities Purchase Agreement.

**4.18.5 Impairment & Voting:** Class 15 is impaired. Acceptance of this Plan from holders of Class 15 Claims will be solicited.

**4.19 Class 16: De Lage Landen Financial Services Secured Claim**

**4.19.1** This Class shall consist of the Allowed Secured Claim of De Lage Financial Services' Secured Claim filed in the amount of \$8,051.02. This claim is secured by the equipment listed in the Debtors' Schedules.

**4.19.2 Treatment:** The Reorganized Debtors shall pay the Allowed Secured Claim of De Lage Landen Financial Services in full within sixty (60) months from the Petition Date, in equal monthly installments beginning on the Effective Date of the Plan, together with interest at the non-default contract rate. Nothing contained herein shall preclude pre-payment by the Reorganized Debtors.

**4.19.3 Total Claims:** The total of Class 16 Claims is \$8,051.02 as of the date hereof, a portion of which may be unsecured and treated in Class 20(a). The payments required will be reduced accordingly.

**4.19.4 Funding:** The Reorganized Debtors will pay the claims in Class 16 as set forth in the Securities Purchase Agreement.

**4.19.5 Impairment & Voting:** Class 16 is impaired. Acceptance of this Plan from holders of Class 16 Claims will be solicited.

**4.20 Class 17: Heartland Business Credit Secured Claim**

**4.20.1** This Class shall consist of the Allowed Secured Claim of Heartland Business Credit filed in the amount of \$2,394.64. This claim is secured by the equipment listed in the Debtors' Schedules.

**4.20.2 Treatment:** The Reorganized Debtors shall pay the Allowed Secured Claim of Heartland Business Credit in full within sixty (60) months from the Petition Date, in equal monthly installments beginning on the Effective Date of the Plan, together with interest accruing at the non-default contract rate. Nothing contained herein shall preclude pre-payment by the Reorganized Debtors.

**4.20.3 Total Claims:** The total of Class 17 Claims is \$2,394.64 as of the date hereof, a portion of which may be unsecured and treated in Class 20(a). The payments required will be reduced accordingly.

**4.20.4 Funding:** The Reorganized Debtors will pay the claims in Class 17 as set forth in the Securities Purchase Agreement.

**4.20.5 Impairment & Voting:** Class 17 is impaired. Acceptance of this Plan from holders of Class 17 Claims will be solicited.

**4.21 Class 18: Leaf Funding, Inc. Secured Claim**

**4.21.1** This Class shall consist of the Allowed Secured Claim of Leaf Funding, Inc. filed in the amount of \$14,493.60. This claim is secured by the equipment listed in the Debtors' Schedules.

**4.21.2 Treatment:** The Reorganized Debtors shall pay the Allowed Secured Claim of Leaf Funding, Inc. in full within sixty (60) months from the Petition Date, in equal monthly installments beginning on the Effective Date of the Plan, together with interest accruing at the non-default contract rate. Nothing contained herein shall preclude pre-payment by the Reorganized Debtors or a return of the collateral securing such claim in full satisfaction of the Secured Claim.

**4.21.3 Total Claims:** The total of Class 18 Claims is \$14,493.60 as of the date hereof, a portion of which may be unsecured and treated in Class 20. The payments required will be reduced accordingly.

**4.21.4 Funding:** The Reorganized Debtors will pay the Allowed Class 18 Claim as set forth in the Securities Purchase Agreement.

**4.21.5 Impairment & Voting:** Class 18 is impaired. Acceptance of this Plan from holders of Class 18 Claims will be solicited.

**4.22 Class 19(a) and (b): Friedrich – 4200 and Operating Debtors**

**4.22.1** This Class shall consist of the Allowed Secured Claim of Friedrich against 4200 filed in the amount of \$1,731,532.40. This claim is secured by a senior lien on the equipment listed in Friedrich's proof of claim in the 4200

case (the "Friedrich Equipment"), a subordinated lien on the Real Property, and certain setoff rights that may be allowable pursuant to 11 U.S.C. §§ 506(a) and 553.

**4.22.2 Treatment:** Friedrich shall receive proceeds, if any, from the foreclosure sale of the Real Property as provided in Section 6.7.2 hereof. The Friedrich Equipment shall be surrendered to Friedrich on the Effective Date. The Debtors will provide reasonable cooperation to Friedrich and provide access for Friedrich to remove and recover the Friedrich Equipment and any other assets owned by Friedrich located on the Debtors' premises. The Friedrich Allowed Secured Claim shall be setoff to the extent permitted under 11 U.S.C. §§ 506(a) and 553. Any unsecured balance of the Friedrich claim shall be treated in Class 20(a).

**4.22.3 Total Claims:** The total of Class 19(a) Claims is \$1,731,532.40 as of the Petition Date.

**4.22.4 Funding:** Treatment of the Allowed Secured Claim of Friedrich against 4200 will not require funding.

**4.22.5 Impairment & Voting:** Class 19(a) is impaired.

#### **Class 19(b): Friedrich – Operating Debtors**

**4.22.6** This Class shall consist of the Allowed Secured Setoff Claim asserted by Friedrich against KLN in the amount of \$193,947 (plus allowable prepetition interest and attorney fees). This claim is secured by setoff rights that may be allowable pursuant to 11 U.S.C. §§ 506(a) and 553.

**4.22.7 Treatment:** The Friedrich Allowed Secured Setoff Claim against KLN shall be setoff to the extent permitted under 11 U.S.C. §§ 506(a) and 553, and the unsecured balance after any setoff shall be treated in Class 20(a). Such setoff, to the extent permitted, shall be effected upon Confirmation of the Plan and any claims of KLN that are in fact setoff against the Friedrich Allowed Setoff Claim shall not be part of the Purchased Assets.

**4.22.8 Total Claims:** The total of Class 19(b) Claims is \$193,947 as of the Petition Date.

**4.22.9 Funding:** The application of any allowable setoff rights will not require funding.

**4.22.10 Impairment & Voting:** Class 19(b) is not impaired.

#### **4.23 Class 20(a): Allowed General Unsecured Claims (Operating Debtors)**

**4.23.1** This Class shall consist of all Allowed General Unsecured Claims asserted against the Operating Debtors except for those vendors that opt into Class 20(c). If recoveries to Class 20(a) are sufficient to exceed an 8% total distribution, those vendors that opt into Class 20(c) shall participate in distributions in this class after the 8% threshold is reached.

**4.23.2 Treatment:** Each holder of an Allowed Unsecured Claim (Operating Debtors) shall be paid Pro Rata from the Liquidating Trust funded by the Liquidating Trust Cash Payment, the Excluded Assets, and proceeds of Avoidance Actions as Cash becomes available in accordance with the Liquidating Trust Agreement.

**4.23.3 Total Claims:** The estimated total of Class 20(a) Claims is estimated to be \$12 million subject to the addition of approximately \$10 million in claims eligible to opt into Class 20(c) once the 8% total distribution threshold is reached.

**4.23.4 Impairment & Voting:** Class 20(a) is impaired. Acceptance of this Plan from holders of Class 20(a) Claims will be solicited.

#### **4.24 Class 20(b): Allowed General Unsecured Claims (4200)**

**4.24.1** This Class shall consist of all Allowed General Unsecured Claims against 4200.

**4.24.2 Treatment:** Each holder of an Allowed Unsecured Claim (4200) shall be paid Pro Rata from the proceeds of the sale of the Real Property in accordance with Article 6 hereof.

**4.24.3 Total Claims:** The estimated total of Class 20(b) Claims is estimated to be \$976,285.36.

**4.24.4 Impairment & Voting:** Class 20(b) is impaired. Acceptance of this Plan from holders of Class 20(b) Claims will be solicited.

#### **4.25 Class 20(c): Allowed General Unsecured Claims (Participating Vendors)**

**4.25.1** This Class shall consist of all Participating Vendors.

**4.25.2 Treatment:** Each Participating Vendors shall be paid 5% of their Allowed Claim by the Reorganized Debtors within 6 months of the Effective Date. Participating Vendors will be provided with an election on their form of ballot. Any holder of an Allowed General Unsecured Claim who elects treatment in this Class and fails to provide the agreed credit terms shall be treated as a Claim in Class 20(a).

**4.25.3 Total Claims:** The estimated total of Class 20(c) Claims is estimated to be \$10,000,000.

**4.25.4 Impairment & Voting:** Class 20(c) is impaired. Acceptance of this Plan from holders of Class 20(c) Claims will be solicited.

#### **4.26 Class 21: Contingent Reimbursement Claims**

**4.26.1** This Class shall consist of all Allowed Contingent Reimbursement Claims.

**4.26.2 Treatment:** Once such claims become Allowed, such claims shall be paid pro rata from the Liquidating Trust with Class 20, except that Class 21 Claims to the extent secured by subrogation on assets transferred to the Liquidating Trust, will be paid to the extent secured over sixty (60) months with interest at the non-default contract rate of the primary creditor, or from the proceeds of the sale of the Real Property to the extent subrogated to any liens against the Real Property.

**4.26.3 Total Claims:** The estimated total of Class 21 Claims is unknown. Currently, Mort and Gayle Herman, and/or their land trusts, may assert reimbursement claims for the contribution of properties owned by them in the Chicago, Illinois area that were pledged to secure the Banco Popular North America Claim. Those properties whether deeded to Banco Popular or foreclosed on by Banco Popular are valued at \$3 million. However, Banco Popular will not be "paid in full" until Liquidating Trust sells the Real Property for more than the amount of the remaining debt owed to Banco Popular.

**4.26.4 Funding:** Allowed Contingent Reimbursement Claims will be paid from the Liquidating Trust.

**4.26.5 Impairment & Voting:** Class 21 is impaired. Acceptance of this Plan from holders of Class 21 Claims will be solicited.

#### **4.27 Class 22: Prepetition Equity Interests**

**4.27.1** This Class shall consist of all Prepetition Equity Interests.

**4.27.2 Treatment:** Prepetition Equity Interests in the KLN and Dehler will be extinguished on the Effective Date. Prepetition Equity Interests in 4200 will be preserved only to the extent that net proceeds from the sale of the Real Property as provided in Article 6 after paying all secured and unsecured claims of 4200 exist for purposes of distribution.

**4.27.3 Impairment & Voting:** Class 22 is impaired and deemed to have rejected the Plan. Acceptance of this Plan from holders of Class 22 Claims will not be solicited.

#### **4.28 Class 23: Allowed Secured Setoff Claims**

**4.28.1** This Class shall consist of the Allowed Secured Setoff Claim asserted by Lee and Susan Thurston and the Thurston Family Trust (collectively "Thurston") asserted in the amount of \$1,823,026.43 (plus allowable prepetition interest and attorneys' fees) and the Allowed Secured Setoff Claim asserted by Boolean Holding Corp. and SaltGrass Valley, LLC asserted in the amount of \$364,430.87 and \$233,669.07. These claim may be secured by setoff rights that may be allowable pursuant to 11 U.S.C. §§ 506(a) and 553.

**4.28.2 Treatment:** The Allowed Secured Setoff Claims shall be setoff to the extent permitted under 11 U.S.C. § 506(a) and 553, and the unsecured balance after any setoff may be treated in Class 20(a).

**4.28.3 Total Claims:** The total of Class 23 Claims is \$2,521,126.20 as of the date hereof, a portion of which may be unsecured and treated in Class 20(a).

**4.28.4 Funding:** The application of any allowable setoff rights will not require funding.

**4.28.5 Impairment & Voting:** Class 23 is impaired. Acceptance of this Plan from holders of Class 23 Claims will be solicited.

## ARTICLE 5

### CONDITIONS PRECEDENT TO CONFIRMATION OF THE PLAN

#### 5.1 Conditions Precedent to Confirmation of the Plan

Confirmation of the Plan is subject, in addition to the requirements provided in § 1129 of the Bankruptcy Code, to satisfaction of the following conditions precedent:

- a. All actions, documents and agreements necessary to implement the Plan shall have been effected or executed; and
- b. The Debtors and the Purchaser, as applicable, shall have received all authorizations, consents, regulatory approvals, rulings, letters, no action letters, opinions or documents that are determined by the Purchaser to be necessary to implement the Plan.

#### 5.2 Vesting of Property of the Estate in the Reorganized Debtors

**5.2.1** On the Effective Date of the Plan, after payment of the amounts to Banco Popular as provided in the Securities Purchase Agreement and transfer of the Liquidating Trust Assets to the Liquidating Trust, the Purchased Assets and Assumed Contracts shall vest in the Reorganized Debtors and/or be transferred to the Purchaser free and clear of liens, claims and encumbrances, except as otherwise provided in the Plan (the “**Vested Property**”).

**5.2.2** From and after the Effective Date, the Reorganized Debtors may operate the Debtors’ Business and may use, acquire and dispose of property free and clear of any restrictions imposed by or under the Bankruptcy Code.

**5.2.3** The Confirmation Order shall provide the Reorganized Debtors with express authority to convey, transfer and assign any and all Vested Property and to take all actions necessary to effectuate same.

**5.2.4** The Liquidating Trust will be responsible for paying any quarterly U.S. Trustee fees that accrue after the Effective Date.

**5.2.5** After the Effective Date, the affairs of the Reorganized Debtors and all of the assets held or controlled by the Reorganized Debtors shall be managed under the direction of the Reorganized Debtors.

**5.2.6** Except for the Released Causes of Action and the prior release of claims against Avteq, no Cause of Action is released by confirmation of this Plan, and confirmation of this Plan shall not have any *res judicata* or collateral estoppel effect on the Liquidating Trust’s prosecution of any Cause of Action.

**5.2.7** Neither the Reorganized Debtors nor the Liquidating Trust shall be subject to any counterclaims with respect to any Causes of Action; provided, however, that Causes of Action will be subject to any defenses to the same extent as if the Debtors had pursued the Causes of Action. The Reorganized Debtors or the Liquidating Trust may present such orders as may be necessary to require third parties to accept and acknowledge such conveyance to the Reorganized Debtors or the Liquidating Trust as the case may be. Such orders may be presented without further notice other than as has been given in this Plan.

## ARTICLE 6

### MEANS FOR IMPLEMENTATION OF THE PLAN

#### 6.1 Securities Purchase Agreement

Implementation of the Plan will require funding, principally to pay claims due at confirmation and to supplement revenues during the first year of the Plan. This funding will derive from the Securities Purchase Agreement, included among the Plan Documents. The Purchaser will pay consideration under the Securities Purchase Agreement consisting of (1) an amount together sufficient with Cash on hand plus payment of \$1,361,539.04 on or before August 31, 2012, with interim payments of principal and interest as described in the Securities Purchase Agreement, to satisfy the Banco Popular Secured Claim (Operating Debtors); (2) the Excluded Assets; plus (3) the Liquidating Trust Cash Payment.

#### 6.2 Cancellation of Equity Interests and Issuance of Securities

On the Effective Date, all existing Equity Interests of KLN and Dehler will be canceled, annulled and extinguished, and new certificates representing shares of Securities in the Reorganized Debtors will be issued to Purchaser, as described herein and in the Plan Documents.



### **6.3 Default.**

A failure by the Reorganized Debtors to make a payment to a Taxing Authority secured by a Lien on the Purchased Assets in accordance with the terms of the Plan shall be an Event of Default. If the Reorganized Debtors fail to cure an Event of Default as to such payments within thirty (30) days after service of written notice of default served on the Reorganized Debtors with a copy to counsel for the Reorganized Debtors, then such tax creditor may (a) enforce the entire amount of its claim, (b) exercise any and all rights and remedies under applicable non-bankruptcy law, and (c) seek such relief as may be appropriate in this Court.

### **6.4 Substantive Consolidation:**

The Operating Debtors and their respective Estates shall be substantively consolidated for purposes of voting on and distribution under this Plan. As a result of the substantive consolidation, (a) all intercompany Claims by and among the Operating Debtors (including such Claims arising from the rejection of any Executory Contract) will either be eliminated or shall remain in place but shall not be entitled to any Distributions under this Plan, (b) any obligation of any of the Operating Debtors and all guarantees thereof executed by any of the Operating Debtors will be deemed to be an obligation of each of the Operating Debtors, and (c) any Claim filed or asserted against any of the Operating Debtors will be deemed a Claim against each of the Operating Debtors. The substantive consolidation contemplated by this section shall not, however, cause any of the Operating Debtors to be liable for any Claim or Equity Interest for which it would not otherwise be liable absent the substantive consolidation under this Plan.

On the Effective Date, except as otherwise provided for in this Plan, all Claims based on guaranties of collection, payment, or performance made by any of the Operating Debtors concerning the obligations of another Operating Debtor shall be discharged, released, and without further force or effect. Additionally, holders of Allowed Claims or Allowed Equity Interests who assert identical Claims against Equity Interests in multiple Operating Debtors shall be entitled to a single satisfaction of such Claims or Equity Interests.

The substantive consolidation of the Operating Debtors shall not constitute or effectuate a merger of the corporate or other legal identities of the Operating Debtors, and their respective corporate and other legal identities shall remain intact, except as otherwise specified in this Plan. The provisions of this section shall not operate to substantively consolidate the Operating Debtors with 4200. Each Allowed Claim and Allowed Equity Interest in 4200 will be unaffected by the substantive consolidation of the Operating Debtors.

### **6.5 Establishment of Liquidating Trust:**

The Debtors and the Liquidating Trustee shall execute the Liquidating Trust Agreement creating the Liquidating Trust. A copy of the Liquidating Trust Agreement is attached hereto as Exhibit "A". Following the Effective Date, the liquidation of the Estates shall be conducted by the Liquidating Trust, the Liquidating Trustee of which shall liquidate the Liquidating Trust Assets, object to Contested Claims and Equity Interest, and make distributions pursuant to this Plan and the Liquidating Trust Agreement. The Liquidating Trustee shall not at any time, whether on behalf of the Liquidating Trust or the Debtors or their Estates, continue or engage or engage in the conduct of a trade or business, and not part of the Liquidating Trust Assets or the proceeds, revenue or income therefrom shall be used or disposed of by the Liquidating Trustee in the furtherance of any business. The Liquidating Trust shall not receive or retain Cash in excess of a reasonable amount to meet the Claims and contingent liabilities (including Contested Claims) or to maintain the value of the Liquidating Trust Assets, make timely distributions, and not unduly prolong the duration of the Liquidating Trust.

#### **6.5.1 Transfer of the Estates Assets to the Liquidating Trust.**

Upon the Effective Date of this Plan, the Liquidating Trust Assets shall be deemed to have transferred to the Liquidating Trust. The Liquidating Trust shall hold such property in its exclusive possession, custody and control. To the extent such assets are located at the Reorganized Debtor's premises, the Liquidating Trustee shall remove them from such premises by sale or otherwise within 45 days after the Effective Date.

#### **6.5.2 Transfer Fee and Clear of Claims; Stay of Actions Against Liquidating Trust or Trust Res**

Except for the rights of those entities or individuals holding Allowed Claims, all property transferred to the Liquidating Trust from any of the Estates shall be free and clear of all Claims, interests, Liens and encumbrances, and such property shall remain as property of the Liquidating Trust until distributed pursuant to this Plan. On the Effective Date, a stay of all actions to the same extent as set forth in section 362(a) of the Bankruptcy Code with respect to the Estates and Liquidating Trust shall be and remain in effect pending consummation of this Plan. The transfer of assets to the Liquidating Trust pursuant to Section 6.5 of this Plan shall not constitute a default or breach under or result in any forfeiture whatsoever with respect to any asset or property interest transferred to the Liquidating Trust.

**6.5.3** The Liquidating Trustee:

The Liquidating Trustee will be the exclusive trustee of the Liquidating Trust Assets for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estates appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Debtors, in their sound business judgment, have determined that Michael Ciesla shall serve as the Liquidating Trustee. The Liquidating Trustee shall be compensated from the Liquidating Trust Assets, and the Liquidating Trust Agreement shall specify the terms and conditions of such compensation, as well as provide the manner in which the Liquidating Trustee may be removed.

**6.5.4** The Responsibilities of the Liquidating Trustee:

The responsibilities of the Liquidating Trustee shall be specified in the Liquidating Trust Agreement and shall include (i) the receipt, management, supervisions, and protection of the Liquidating Trust Assets on behalf of the beneficiaries of the Liquidating Trust; (ii) pursuit of objections to the Contested Claims; (iii) investigation, analysis, prosecution, and if necessary and appropriate, compromise of the Avoidance Actions; (iv) calculation and implementation of all distributions to be made under this Plan to holders of Allowed Claims; (v) marketing, selling, leasing, or otherwise disposing of all of the Liquidating Trust Assets; (vi) filing all required tax returns and paying taxes and all other obligations of the Liquidating Trust; (vii) filing all required tax returns for the Debtors; and (viii) such other responsibilities as may be vested in the Liquidating Trustee pursuant to this Plan, the Liquidating Trust Agreement, orders of the Bankruptcy Court, or as may be necessary and proper to carry out the provisions of this Plan.

**6.5.5** The Powers of the Liquidating Trustee.

The powers of the Liquidating Trustee shall include the power to (i) invest funds; (ii) make distributions; (iii) pay taxes and other obligations owed by the Liquidating Trust or incurred by the Liquidating Trustee; (iv) engage and compensate from the Liquidating Trust Assets, consultants, agents, employees and professional persons to assist the Liquidating Trustee with respect to the Liquidating Trustee's responsibilities; (v) retain and compensate from the Liquidating Trust Assets, the services of experienced auctioneers, brokers, and/or marketing agents to assist and/or advise in the sale or other disposition of the Liquidating Trust Assets; (vi) liquidate and dispose of the Liquidating Trust Assets; (vii) compromise and settle Claims and causes of action; (viii) act on behalf of the Debtors and the Estates in all adversary proceedings and contested matters pending in the Bankruptcy Court and in all action and proceedings and contested matters pending in the Bankruptcy Court and in all actions and proceedings pending elsewhere; (ix) commence and/or pursue any and all actions involving Liquidating Trust Assets that could arise or be asserted at any time, unless otherwise waived or relinquished in this Plan; and (x) act and implement this Plan, the Liquidating Trust Agreement, and orders of the Bankruptcy Court. The Liquidating Trustee shall exercise such powers in accordance with the provisions of this Plan.

**6.5.6** Bankruptcy Court Approval:

Notwithstanding anything to the contrary in this Article VI, the Liquidating Trust may not consummate or implement any sale, compromise, or other transaction involving Liquidating Trust Assets or Contested Claims where the amount in controversy exceeds \$200,000 unless and until the Bankruptcy Court authorizes and approves such sale, compromise, or other transaction upon motion by the Liquidating Trustee. The Liquidating Trustee shall provide notice of and the opportunity for a hearing on all such motions to all entities who request notice of such matters in the manner prescribed in this Plan.

**6.5.7** Compensation of the Liquidating Trustee and Professionals.

In addition to reimbursement for the actual reasonable and necessary expenses incurred, the Liquidating Trustee, and any employees, agents, consultants, or professionals engaged or retained by the Liquidating Trustee, shall be entitled to reasonable compensation from the Liquidating Trust Assets for services rendered in connection with performance of the duties of the Liquidating Trustee as set forth above. With respect to any agents, consultants, employees engaged and professionals retained by the Liquidating Trust and the Liquidating Trustee, such compensation shall be in an amount and on such terms as may be agreed to by the Liquidating Trustee and such agents, consultants, employees or professionals. The fees and expenses of the Liquidating Trustee and any professionals employed by the Liquidating Trustee shall be subject to the approval of the Bankruptcy Court, as reasonable, following the provision of notice and the opportunity for a hearing to the United States Trustee and all parties who have requested notice in the manner prescribed in Section 15.9 of this Plan. Prior to such approval, the Liquidating Trustee shall be authorized to pay, on a monthly basis, eighty percent (80%) of the fees and one hundred percent (100%) of the expenses incurred by the Liquidating Trustee and its professionals, subject to disgorgement in the event of the disallowance of any such fees or expenses by the Bankruptcy Court.

### **6.5.8** Termination.

The duties, responsibilities and powers of the Liquidating Trustee shall terminate after all causes of action transferred and assigned to the Liquidating Trust or involving the Liquidating Trustee on behalf of the Liquidating Trust are fully resolved and the Liquidating Trust Assets have been distributed on the Final Distribution Date in accordance with this Plan and the Liquidating Trust Agreement. The Liquidating Trust shall terminate no later than five years from the Effective Date. However, if warranted by the facts and circumstances provided for in this Plan, and subject to the approval of the Bankruptcy Court upon a finding that an extension is necessary for the purpose of the Liquidating Trust, the term of Liquidating Trust may be extended for a finite period based on the particular circumstances at issue. Each such extension must be approved by the Bankruptcy Court within six months of the beginning of the extended term with notice thereof to all of the beneficiaries of the Liquidating Trust.

### **6.5.9** Tax Treatment of the Liquidating Trust.

The Debtors intend that the Liquidating Trust will be treated as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Tax Regulations. The transfer of the Liquidating Trust Assets to the Liquidating Trust shall be treated as a transfer to the beneficiaries of the Liquidating Trust for all purposes of the Internal Revenue Code (e.g., sections 61(a)(12), 483, 1001, 1012, and 1274) followed by and a deemed transfer by such beneficiaries to the Liquidating Trust. The Liquidating Trust shall be considered a "grantor" trust, and the beneficiaries of the Liquidating Trust shall be treated as the grantors a deemed owners of the Liquidating Trust. The Liquidating Trustee shall value the transferred property and notify in writing the beneficiaries of the Liquidating Trust of such valuations. The assets transferred to the Liquidating Trust shall be valued consistently by the Liquidating Trustee and the Trust beneficiaries, and these valuations will be used for all federal income tax purposes.

### **6.5.10** Liquidating Trust Assets.

The transfer and assignment of the Liquidating Trust Assets to the Liquidating Trust on the Effective Date shall be made pursuant to the terms of this Plan and, accordingly, to the fullest extent permitted by law, shall be exempt from all stamp taxes and similar taxes within the meaning of section 1146(c) of the Bankruptcy Code.

### **6.5.11** Liquidating Trust Interests.

The beneficial interests in the Liquidating Trust will not be represented by certificates and will not be transferable except pursuant to the laws of descent and distribution or otherwise by operation of law; provided, however, that such prohibition on transferability of beneficial interests is not intended to impair the ability of holders of Claims to assign their Claims pursuant to and in accordance with the Bankruptcy Rules and applicable law.

## **6.6** Assignment of Causes of Action

On the Effective Date, all Avoidance Actions that are not Purchased Assets, or the Released Causes of Action relating to Banco Popular or the released claims relating to Avteq, including claims under §§ 502, 542, 544, 545, 546, 548, 550, and 553 of the Bankruptcy Code, preference claims under § 547 of the Bankruptcy Code, fraudulent transfer claims under § 548 of the Bankruptcy Code, shall be preserved and transferred and assigned to the Liquidating Trust. On the Effective Date, the Liquidating Trust shall be authorized and shall have the power to bring any and all such Avoidance Actions for payments reflected on Exhibit "D." All recoveries, if any, received from or in respect of the causes of action (whether by settlement, judgment or otherwise) shall become and be property of the Liquidating Trust to be distributed in accordance with the Plan. To the extent permitted under law, all rights under § 363(h) of the Bankruptcy Code are also preserved for the benefit of the Debtors' estate, and the Liquidating Trust shall have the right to exercise those rights subject to Bankruptcy Court Approval. The Reorganized Debtors may prosecute, settle, or dismiss rights, claims, or causes of action that are Purchased Assets as the Reorganized Debtors sees fit and all proceeds therefrom shall be the property of the Reorganized Debtors, except as expressly released within this Plan. The Debtors, the Liquidating Trustee, its board of directors, officers, attorneys, and other professional advisors shall have no liability to any entity or parties claiming through the Debtors for pursuing or not pursuing any such rights, claims, or causes of action vested in the Reorganized Debtors pursuant to this Plan.

## **6.7** Liquidation of 4200

**6.7.1** The Allowed Secured Claim of Banco Popular (4200) shall be paid in full from the proceeds of the foreclosure sale of the Real Property.

**6.7.2** Net proceeds of the foreclosure sale of the Real Property and any other asset of 4200 shall be paid first to the Allowed Secured Claims of Taxing Authorities secured by the Real Property currently asserted in

the amounts of \$83,052.44 (Bexar County) and \$179,034.75 (Judson ISD)(to the extent they remain unpaid as of the foreclosure date), then to the Allowed Secured Claim of Banco Popular North America (4200), then to any Allowed Contingent Reimbursement Claim to the extent of any subrogation which may be superior to the Allowed Secured Claim of Friedrich, then to the Allowed Secured Claim of Friedrich, then to any Allowed Unsecured Claim (4200) and Allowed Contingent Reimbursement Claim that is unsecured, and then to any Allowed Equity Interest in 4200. Notwithstanding anything to the contrary in this Plan or the Confirmation Order (including deadlines for objections to claims, all issues concerning the right of any party to receive excess proceeds from the sale of the Real Property (after payment of the Allowed Secured Claims of Taxing Authorities, the Allowed Banco Popular Secured Claim (4200) and the costs of sale)(the "Excess Proceeds") and any Objections to any Claims filed against or Scheduled by 4200, shall be reserved until the Real Property is sold and Excess Proceeds received. Any such dispute concerning any party's right to Excess Proceeds shall be resolved by the Bankruptcy Court through a motion or claim objection as appropriate.

## **6.8 Abandonment of Other Secured Property**

**6.8.1** Any property that secures an Allowed Secured Claim not otherwise treated herein will be abandoned to the holder of the Allowed Secured Claim pursuant to 11 U.S.C. 554.

## **ARTICLE 7 PROVISIONS FOR MANAGEMENT**

### **7.1 Corporate Authority**

All actions and transactions contemplated under the Plan shall be authorized upon confirmation of the Plan. The Confirmation Order shall include provisions directing the Reorganized Debtors to execute such documents necessary to effectuate the Plan, which documents shall be binding on the Debtors, the Reorganized Debtors, the Debtors' creditors and all of the holders of Debtors' Equity Interests.

### **7.2 Professional Fees**

All professional fees for the Reorganized Debtors incurred after the Effective Date shall be paid by the Reorganized Debtors.

### **7.3 Directors**

If the Plan is confirmed, subject to the Bankruptcy Court's approval under Bankruptcy Code § 1129(a)(5), the Operating Debtors shall dissolve the present board of managers or directors as identified in the Disclosure Statement. A new board of directors shall be appointed effective upon entry of the Confirmation Order. These directors or managers shall serve as directors of the Reorganized Debtors after the Confirmation Date, until removed or replaced by the post-confirmation stockholders of Reorganized Debtors as set forth in the Plan Documents.

### **7.4 Officers**

If the Plan is confirmed, subject to the Bankruptcy Court's approval under Bankruptcy Code § 1129(a)(5), the officers of the Purchaser at the Confirmation Date, as identified in the Disclosure Statement, shall serve as officers of the Reorganized Debtors after the Confirmation Date.

## **ARTICLE 8 CERTIFICATES OF INCORPORATION AND BY-LAWS OF THE DEBTORS/RESTRICTION ON TRANSFER OF SHARES**

### **8.1 Amendments to Certificates of Incorporation and By-Laws**

The confirmation Order shall provide authorization pursuant to the applicable corporate and limited liability company law for the filing by the Reorganized Debtors of amended governing documents to provide that:

- (A) The issued and outstanding equity of KLN and Dehler shall be canceled, annulled and extinguished and new Securities in the Reorganized Debtors shall be issued to the Purchaser in accordance with the Securities Purchase Agreement;
- (B) The issuance of non-voting Securities is prohibited; and
- (C) Such other changes as necessary to effectuate other provisions of the Plan and § 1123(a)(6) of the Bankruptcy Code.

## **8.2 Offering**

It is anticipated that the Reorganized Debtors shall not be a publicly traded entity.

# **ARTICLE 9**

## **PROVISIONS GOVERNING DISTRIBUTIONS**

### **9.1 Distributions To Be Pro Rata Within Class**

All distributions constituting of a partial payment to a class of Allowed Claims shall be made on a Pro Rata Share to the holders of Allowed Claims in such class.

### **9.2 Federal Tax Identification Number**

The Reorganized Debtors and/or the Liquidating Trustee may suspend distribution to any Creditor that has not provided the Reorganized Debtors and/or the Liquidating Trustee with its Federal Tax Identification number or social security number, as the case may be.

### **9.3 Means of Cash Payment**

Cash payments made pursuant to the Plan shall be in U.S. funds, by check drawn on a domestic bank, or, at the Reorganized Debtors and/or Liquidating Trustee's option, as the case may be, by wire transfer from a domestic bank, except that payments made to foreign creditors holding Allowed Claims may be in such funds and by such means as are customary or as may be necessary in a particular foreign jurisdiction.

### **9.4 Delivery of Distributions**

Subject to Bankruptcy Rule 9010 and the provisions of the Plan, distributions to holders of Allowed Claims shall be made at the address of each such holder as set forth on the Proofs of Claim filed by such holders (or at the last known addresses of such a holder if no Proof of Claim or proof of Equity Interest is filed or if the Reorganized Debtors and/or Liquidating Trustee has been notified in writing of a change of address), except as provided below. If any holder's distribution is returned as undeliverable, no further distributions to such holder shall be made unless and until the Reorganized Debtors and/or Liquidating Trustee is notified of such holder's then current address, at which time all missed distributions shall be made to such holder without interest. Amounts in respect of undeliverable distributions shall be returned to the Reorganized Debtors and/or Liquidating Trustee until such distributions are claimed. All claims for undeliverable distributions shall be made on or before the second anniversary of the Effective Date. After such date, all unclaimed property shall revert to the Reorganized Debtors and/or Liquidating Trustee as the case may be or any successor thereto, and the claim of any holder with respect to such property shall be discharged and forever barred. Any distributions pursuant to the Plan, including Cash, interest or other amounts earned thereon, that are unclaimed for a period of one (1) year after distribution thereof shall be revested in the Reorganized Debtors and/or Liquidating Trustee as the case may be and any entitlement of any holder of any Claim to such distributions shall be extinguished and forever barred. Failure to claim, cash or negotiate any distribution within one (1) year of such distribution shall relieve the Reorganized Debtors and/or the Liquidating Trustee of the obligation to make any further distributions to the holder of the Claim to whom the distribution was made.

### **9.5 Time Bar to Cash Payments**

Checks issued by the Reorganized Debtors and/or the Liquidating Trustee in respect of Allowed Claims shall be null and void if not negotiated within six (6) months after the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Reorganized Debtors and/or the Liquidating Trustee by the holder of the Allowed Claim with respect to which such check originally was issued. And claim in respect of such a voided check shall be made on or before the later of (a) the first anniversary of the Effective Date, or (b) ninety (90) days after the date of reissuance of such check. After such date, all Claims in respect of void checks shall be discharged and forever barred.

### **9.6 No Distributions Pending Allowance**

Notwithstanding any other provision of the Plan, no payment or distribution shall be made with respect to (a) any Claim to the extent it is a Contested Claim unless and until such Contested Claim becomes an Allowed Claim, (b) Claimants who are defendants in Avoidance Actions and other parties subject to the application of § 502(d) of the Bankruptcy Code, and (c) reclamation claims pursuant to § 546(c)(2)(A) of the Bankruptcy Code which are not Allowed Claims.

**ARTICLE 10**  
**PROCEDURES FOR RESOLVING AND TREATING**  
**CONTESTED AND DISPUTED CLAIMS UNDER THE PLAN**

**10.1 Objection Deadline**

As soon as practicable, but in no event later than ninety (90) days after the Effective Date, unless extended by order of the Bankruptcy Court, objections to Claims shall be filed with the Bankruptcy Court and served upon the holders of each of the Claims to which objections are made.

**10.2 Prosecution of Objections**

On and after the Effective Date, except as the Bankruptcy Court may otherwise order, the filing, litigation, settlement or withdrawal of all objections to claims may be made by the Reorganized Debtors and/or the Liquidating Trustee. Notwithstanding the conveyance of the Purchased Assets to the Purchaser and the contribution of the Avoidance Actions to the Liquidating Trust, both the Reorganized Debtors and the Liquidating Trustee shall have standing to assert any defense, counterclaim or objection to a Claim; provided that any affirmative net recovery resulting from a counterclaim that is not an Avoidance Action shall belong to the Purchaser, after credit for attorneys fees and expenses incurred in connection with such recovery. The resolution of any counterclaim that is not an Avoidance Action shall require the consent of the Purchaser if the asserted amount of such counterclaim exceeds the amount of the Claim to which an objection has been filed.

**10.3 Distributions Upon Allowance of Contested Claims Entitled to Payment in Full in One Payment**

The holder of a Claim entitled to payment in full on one specific payment date, which Claim is a Contested Claim on such payment date, but which Claim subsequently becomes an Allowed Claim, shall receive payment of its Allowed Claim within thirty (30) Business Days following the date on which such Claim becomes a Allowed Claim pursuant to a Final Order.

**10.4 Distributions Upon Allowance of Contested Claims Entitled to Payment in Full in Installment Payments**

The holder of a Claim entitled to payment in installments, which Claim is a Contested Claim on the initial or any later date the installment would otherwise be made, but which Claim subsequently becomes an Allowed Claim, shall receive the amount of any missed installments on the first date payments to other holders of Claims in the same Class are scheduled to be made that arises after the date on which such Claim becomes an Allowed Claim by Final Order. If such Claim does not become an Allowed Claim until after all the other Claims in the Class have received their total distributions as authorized under the Plan, then the holder thereof shall receive payment of its Allowed Claim within ten (10) Business Days following the date on which such Claim becomes an Allowed Claim pursuant to a Final Order.

**10.5 Objections to and Resolution of Contested Administrative Claims and Contested Claims**

The Bankruptcy Court will set Administrative Bar Date for all Administrative Claims except claims for § 327 professionals. After the Confirmation Date, the Reorganized Debtors and/or the Liquidating Trustee shall have the right to maintain, make and file objections to Administrative Claims and objections to Claims. All objections shall be litigated to Final Order; provided, however, that the Reorganized Debtors and/or Liquidating Trustee shall have the authority to compromise, settle, otherwise resolve or withdraw all objections, other than applications for allowance of compensation and reimbursement of expenses under §§ 330 and 503 of the Bankruptcy Code, without approval of the Bankruptcy Court. Notwithstanding the foregoing provisions of Sections 10.2 and 10.5, 4200 shall have the right to object, settle, and litigate, any Claims filed against, or Scheduled by, 4200.

**ARTICLE 11**  
**PROVISIONS GOVERNING EXECUTORY CONTRACTS UNDER THE PLAN**

**11.1 Executory Contracts**

The Plan constitutes a motion by the Debtors to reject, as of the Confirmation Date, all Executory Contracts, which are not included in Assumed Contracts. In addition, the Plan constitutes a motion pursuant to § 365 of the Bankruptcy Code by the Debtors to assume Assumed Contracts. The Reorganized Debtors shall be responsible for paying cure amounts as set forth on Exhibit "B."

**11.2 Bar to Rejection Damages**

If the rejection of an Executory Contract by the Debtors results in damages to the other party or parties to such Lease, a Claim for such damages, if not heretofore evidenced by a filed Proof of Claim, shall be forever barred and shall not be enforceable unless a Proof of Claim is filed with the Bankruptcy Court and served upon the Liquidating Trustee and counsel for the Liquidating Trustee on or before thirty (30) days after the Confirmation Date.

**ARTICLE 12**  
**RETENTION OF JURISDICTION**

**12.1 Scope of Jurisdiction**

Pursuant to §§ 1334 and 157 of title 28 of the United States Code, the Bankruptcy Court shall retain and have jurisdiction over all matters arising in, arising under and related to the Chapter 11 case and the Plan pursuant to, and for the purposes of §§ 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes to:

- a. hear and determine pending applications for the assumption or rejection of Executory Contracts and the allowance of Claims resulting therefrom;
- b. hear and determine any and all adversary proceedings, applications and contested matters, including any remands of appeals;
- c. ensure that distributions to holders of Allowed Claims are accomplished as provided herein;
- d. hear and determine any timely objections to or applications concerning Claims or the allowance, classification, priority, estimation or payment of any Claim or Equity Interest;
- e. enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, reversed or vacated;
- f. enter and implement such orders as may be necessary or appropriate to execute, interpret, implement, consummate or enforce the Plan and the transactions contemplated thereunder;
- g. consider any modification of the Plan pursuant to § 1127 of the Bankruptcy Code, to cure any defect or omission or to reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;
- h. hear and determine all Fee Applications and Fee Claims;
- i. hear and determine disputes arising in connection with the execution, interpretation, implementation, consummation or enforcement of the Plan;
- j. enter and implement orders or take such other actions as may be necessary or appropriate to restrain interference by any entity with the consummation or implementation of the Plan, including, without limitation, to issue, administer and enforce injunctions provided for in the Plan and the Confirmation Order;
- k. recover all assets of the Debtors and property of the estate, wherever located;
- l. hear and determine matters concerning state, local and federal taxes in accordance with §§ 346, 505 and 1146 of the Bankruptcy Code;
- m. hear and determine any other matter not inconsistent with the Bankruptcy Code and title 28 of the United States Code that may arise in connection with or related to the Plan; and
- n. enter a final decree closing the Chapter 11 cases.

**12.2 Failure of the Bankruptcy Court to Exercise Jurisdiction**

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under or related to the Chapter 11 case, including the matters set forth in Section 13.1 of the Plan, this Article 12 shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

**ARTICLE 13**  
**EFFECT OF CONFIRMATION OF THE PLAN**

**13.1 Discharge of Reorganized Debtors**

The rights afforded in the Plan and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, discharge and release of all Claims of any nature whatsoever against the Reorganized Debtors and any of its property, including the Vested Property; and, except as otherwise provided herein, upon the Effective Date, the Debtors shall be deemed discharged and released to the extent permitted by §



1141 of the Bankruptcy Code from any and all Claims, including but not limited to demands and liabilities that arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a Proof of Claim based upon such debt is filed or deemed filed under § 501 of the Bankruptcy Code; (b) a Claim based upon such debt is allowed under § 502 of the Bankruptcy Code; or (c) the holder of a Claim based upon such debt has accepted the Plan. Except as provided herein, the Confirmation Order shall be a judicial determination of discharge of all liabilities of the Debtors. As provided in § 524 of the Bankruptcy Code, such discharge shall void any judgment against the Debtors at any time obtained to the extent it relates to a claim discharged, and operates as an injunction against the prosecution of any action against the Debtors, or its property, including the Vested Property, to the extent it relates to a Claim discharged.

### **13.2 Certain Activities Enjoined**

Except as expressly provided herein, at all times on and after the Effective Date, all Persons who have been, are, or may be holders of Claims against or Equity Interests in the Debtors arising prior to the Effective Date, shall be enjoined from taking any of the following actions against or affecting the Debtors, its estate, the Reorganized Debtors, or its property, including the Vested Property, with respect to such Claims or Equity Interests (other than actions brought to enforce any rights or obligations under the Plan):

(1) commencing, conducting or continuing in any manner, directly or indirectly any suit, action, or other proceeding of any kind against the Debtors, its estate, or its property, including the Vested Property (including, without limitation, all suits, actions, and proceedings that are pending as of the Effective Date which shall be deemed to be withdrawn or dismissed with prejudice);

(2) enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means whether directly or indirectly any judgment, award, decree, or order against the Debtors, its estate, the Reorganized Debtors or its property, including the Vested Property;

(3) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Lien against the Reorganized Debtors, its estate, or its property, including the Vested Property;

(4) asserting any right of subrogation, or recoupment of any kind, directly or indirectly against any obligation due the Reorganized Debtors, its estate, or its property, including the Vested Property; and

(5) proceeding in any manner in any place whatsoever that does not conform to or comply with the provisions of the Plan.

### **13.3 Release of Banco Popular**

Release of Banco Popular – In consideration of and conditioned on Banco Popular's release of its cross collateralization provisions and acceptance of the plan and the agreements contained in Article 6 of the Plan, the Debtors release Banco Popular and its officers, directors, representatives and affiliates from all Released Causes of Action. It is the intention to provide Banco Popular and its officers, directors, representatives and affiliates a full complete and global release of all Released Causes of Action.

## **ARTICLE 14**

### **MISCELLANEOUS PROVISIONS**

#### **14.1 Setoff and Other Rights**

In the event that the Debtors have a claim of any nature whatsoever against the holder of a Claim, the Liquidating Trust may, but are not required to, setoff against the Claim (and any payments or other distributions to be made in respect of such Claim hereunder), subject to the provisions of § 553 of the Bankruptcy Code. Neither the failure to setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors or the Liquidating Trust of any claim that the Debtors or the Liquidating Trust have against the holder of a Claim. No holder of a Claim (who has not asserted by timely filing a proof of claim asserting setoff or recoupment) may, on account of a pre-Effective Date Claim against the Debtors, setoff, offset, suspend, freeze, or recoup any amount from funds or other payments that such claimant may owe to the Debtors, bankruptcy estates as vested in the Liquidating Trust. The Confirmation Order shall include an injunction prohibiting any such setoff, offset, suspension, freeze, or recoupment.

#### **14.2 Injunctions**

The Confirmation Order shall contain such injunctions as may be necessary and helpful to effectuate the discharge of the Debtors provided herein. Without limiting the generality of the foregoing, such injunction shall include an absolute prohibition from collecting Claims in any manner other than as provided for in the Plan.



### **14.3 Lawsuits**

On the Effective Date, all lawsuits, litigations, administrative actions or other proceedings, judicial or administrative, in connection with the assertion of a Claim against the Debtors, shall be dismissed as to the Debtors and the Reorganized Debtors, except proof of claims and/or objections thereto pending in the Bankruptcy Court. Such dismissal shall be with prejudice to the assertion of such Claim in any manner other than as prescribed by the Plan. All parties to any such action shall be enjoined by the Bankruptcy Court in the Confirmation Order from taking any action to impede the immediate and unconditional dismissal of such actions. All lawsuits, litigations, administrative actions or other proceedings, judicial or administrative, in connection with the assertion of a claim(s) by the Debtors or any entity proceeding in the name of or for the benefit of the Debtors against a person shall remain in place only with respect to the claim(s) asserted by the Debtors or such other entity, and shall become property of the Liquidating Trust in the case of Liquidating Trust Assets or property of the Reorganized Debtors if any other Cause of Action, to prosecute, settle or dismiss as the Liquidating Trustee or Reorganized Debtors see fit.

### **14.4 Insurance**

Confirmation and consummation of the Plan shall have no effect on insurance policies of the Debtors in which the Debtors or any of the Debtors' Representatives is or was the insured party; the Reorganized Debtors shall become the insured party under any such policies to the extent they are Assumed Contracts under the Plan or the Securities Purchase Agreement without the need of further documentation other than the Plan and entry of the Confirmation Order. Each insurance company is prohibited from, and the Confirmation Order shall include an injunction against, denying, refusing, altering or delaying coverage on any basis regarding or related to the Debtors' bankruptcy, the Plan or any provision within the Plan. The Reorganized Debtors shall cure all prepetition defaults with respect to Assumed Contracts in the ordinary course of their business after the Effective Date except that attorneys' fees will not be included in any cure amount unless and until approved by the Bankruptcy Court pursuant to Rule 2016(a) after notice and hearing. Debtors reserve all rights to contest the assertion of attorneys' fees both in validity and amount. Section 14.1 of this Plan shall not apply to any insurance policy or policies of the Debtors.

### **14.5 De Minimis Distributions**

No distribution of less than \$5.00 shall be required to be made to any holder of an Allowed Claim. Such undistributed amount may be retained by the Liquidating Trust.

### **14.6 Payment of Statutory Fees**

All fees payable pursuant to § 1930 of title 28 of the United States Code shall be paid through the entry of a final decree in the Chapter 11 case.

### **14.7 Bankruptcy Restrictions**

From and after the Effective Date, the Debtors and, the Closing Date, the Reorganized Debtors shall no longer be subject to the restrictions and controls provided by the Bankruptcy Code or Rules (e.g., § 363, § 364, rule 9019), the Bankruptcy Court, or the United States Trustee's guidelines. The Reorganized Debtors may, on behalf of the Reorganized Debtors, compromise claims and controversies post-Effective Date without the need of notice or Bankruptcy Court approval. The Reorganized Debtors may operate the Reorganized Debtors' business in such manner as is consistent with companies not in bankruptcy without the need of seeking Bankruptcy Court approval with regard to any aspect of the Reorganized Debtors' business. No monthly operating reports will be filed after the Effective Date; however, the Liquidating Trustee shall provide the U.S. Trustee such financial reports as to the Liquidating Trust as the U.S. Trustee may reasonably request until the entry of a final decree. The Liquidating Trust shall be responsible for payment of fees to the U.S. Trustee and the filing of any reports after the Effective Date.

### **14.8 Binding Effect**

The Plan shall be binding upon and inure to the benefit of the Purchaser, the holders of Claims, the holders of Equity Interests, and the Reorganized Debtors, and all of its respective successors and assigns; provided, however, that if the Plan is not confirmed, the Plan shall be deemed null and void and nothing contained herein shall be deemed (a) to constitute a waiver or release of any Claims by the Proponent or any other person, (b) to prejudice in any manner the rights of the Proponent or any other person or (c) to constitute any admission by the Purchaser or any other person.

### **14.9 Governing Law**

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or the law of the jurisdiction of organization of any entity, the internal laws of the State of Texas

shall govern the construction and implementation of the Plan and any agreements, documents and instruments executed in connection with the Plan or the Chapter 11 cases, including the documents executed pursuant to the Plan.

#### **14.10 Modification of Plan**

The Debtors may propose modifications of the Plan in writing at any time before the Confirmation Date, provided that (a) the Plan, as modified, meets the requirements of §§ 1122 and 1123 of the Bankruptcy Code and (b) the Proponent shall have complied with § 1125 of the Bankruptcy Code. The Plan may be modified at any time after the Confirmation Date and before substantial consummation by the Proponent, provided that (i) the Plan, as modified, meets the requirements of §§ 1122 and 1123 of the Bankruptcy Code, (ii) the Bankruptcy Court, after notice and a hearing, confirms the Plan as modified, under § 1129 of the Bankruptcy Code and (iii) the circumstances warrant such modifications. A holder of a Claim or Equity Interest that has accepted or rejected the Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as modified, unless, within the time fixed by the Bankruptcy Court, such holder changes its previous acceptance or rejection.

#### **14.11 Creditor Defaults**

And act or omission by a creditor in contravention of a provision within this Plan shall be deemed an event of default under this Plan. Upon an event of default, the Liquidating Trust or Reorganized Debtors may seek to hold the defaulting party in contempt of the Confirmation Order. If such creditor is found to be in default under the Plan, such party shall pay the reasonable attorneys' fees and costs of the Reorganized Debtors or Liquidating Trust in pursuing such matter. Furthermore, upon the finding of such a default by a creditor, the Bankruptcy Court may (a) designate a party to appear, sign and/or accept the documents required under the Plan on behalf of the defaulting party, in accordance with Rule 70 of the Federal Rules of Civil Procedure, (b) may enforce the Plan by order of specific performance, (c) may award judgment against such defaulting creditor in favor of the Reorganized Debtors or Liquidating Trust in an amount, including interest, to compensate the Reorganized Debtors for the damages caused by such default; and (d) make such other order as may be equitable which does not materially alter the terms of the Plan as confirmed.

#### **14.12 Severability**

Should the Bankruptcy Court determine that any provision of the plan is unenforceable either on its face or as applied to any Claim or Equity Interest or transaction, the Proponent may modify the Plan in accordance with § 14.12 of the Plan so that such provision shall not be applicable to the holder of any Claim or Equity Interest. Such a determination of unenforceability shall not (a) limit or affect the enforceability and operative effect of any other provision of the Plan, or (b) require the rescission of any acceptance or rejection of the Plan.

#### **14.13 Closing the Case**

Upon the Plan being substantially consummated and, upon motion by the Liquidating Trustee, a final decree entered containing such provisions as may be equitable. The Court may close the case, but retain jurisdiction to hear and decide: any and all pending adversary proceedings, applications and contested matters, including any remands of appeals; any and all pending objections to Claims or the allowance, including with respect to the classification, priority, estimation or payment of any Claim; any and all pending Fee Applications.

#### **14.14 Notices**

All notices, requests, and demands to or upon the Debtors or the Reorganized Debtors to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

#### **To the Debtors:**

Patricia Baron Tomasco  
Jackson Walker L.L.P.  
100 Congress Avenue, Suite 1100  
Austin, Texas 78701  
(512) 236-2276 (direct line)  
(512) 691-4438 (direct fax)  
[ptomasco@jw.com](mailto:ptomasco@jw.com)

Respectfully submitted,

JACKSON WALKER L.L.P.

By: /s/ Patricia Baron Tomasco

Scott Rose  
112 E. Pecan Street, Suite 2400  
San Antonio, Texas 78205  
(210) 978-7760 (direct line)  
(210) 242-4645 (direct fax)  
[srose@jw.com](mailto:srose@jw.com)

Patricia Baron Tomasco  
100 Congress Avenue, Suite 1100  
Austin, Texas 78701  
(512) 236-2276 (direct line)  
(512) 691-4438 (direct fax)  
[ptomasco@jw.com](mailto:ptomasco@jw.com)

**COUNSEL FOR THE DEBTORS**

**LIQUIDATING TRUST  
AGREEMENT AND DECLARATION OF TRUST**

This Liquidating Trust Agreement and Declaration of Trust (this “**Agreement**”) is made and entered into as of \_\_\_\_\_ (the “**Effective Date**”), by and among KLN Steel Products Company, LLC, a Texas limited liability company (“**KLN**”) Dehler Manufacturing Co., Inc. a Illinois corporation (“**Dehler**”), Furniture by Thurston, Inc. a California corporation (“**FBT**”), and 4200 Pan Am LLP, a Texas limited liability company (“**4200**” and with KOH, Dehler, and FBT, collectively the “**Debtors**”). The Debtors are the debtors in Case No. 11-12855-CAG, 11-12856-CAG, 11-12858-CAG, and 11-13154-CAG, jointly administered under Case No. 11-12855-CAG, filed in the United States Bankruptcy Court for the Western District of Texas, Austin Division (the “**Bankruptcy Court**”).

WHEREAS, on November 22, 2011, KLN, Dehler, and FBT filed voluntary petitions for reorganization under chapter 11 of the Bankruptcy Code; and

WHEREAS, on December 29, 2011, 4200 filed a voluntary petition for reorganization under chapter 11 of the Bankruptcy Code; and

WHEREAS, the Bankruptcy Court confirmed on \_\_\_\_\_, the Plan of Reorganization of the Debtors (the “**Plan**”); and

WHEREAS, the Plan, among other things, provides for the transfer of certain assets (the “**Liquidating Trust Assets**”) and liabilities (the “**Retained Liabilities**”) of the Debtors to this Liquidating Trust.

NOW, THEREFORE, in order to comply with the terms and conditions of the Plan, the parties hereto agree as follows:

**ARTICLE 1 - DEFINITIONS**

**Rules of Interpretation.** All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Plan, or, if not defined in the Plan and defined in the Bankruptcy Code, the meanings assigned thereto in the Bankruptcy Code unless the context clearly requires otherwise.

**Certain Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article shall have the meaning assigned to them in this Article, and shall include the plural as well as the singular, and the masculine as well as the feminine.

“**Agreement**” means this Liquidating Trust Agreement.

“**Board Members**” shall have the meaning set forth in Section 4.1 hereof.

“**Distributions**” means [\_\_\_\_\_].

“**Final Distribution**” shall have the meaning set forth in Section 3.15 hereof.

“**Liquidating Trust**” means the Liquidating Trust as described in Section 6.5 of the Plan and created pursuant to this Agreement on the Effective Date to wind-up the Debtors’ Estates in accordance with the Plan, the Confirmation Order and this Agreement.

“**Liquidating Trust Beneficiary**” means the holder of an Allowed Claim that receives a beneficial interest in the Liquidating Trust in accordance with the Plan.

“**Liquidating Trust Board**” means the board of directors of the Liquidating Trust, as established by Section 2.7 of this Agreement.

“**Liquidating Trustee**” means the trustee of the Liquidating Trust, as designated in Section 6.5.3 of the Plan, and any successor as Liquidating Trustee.

“**Permitted Investments**” means investments in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments such as Treasury bills.

“**Tax Code**” means the Internal Revenue Code of 1986, as amended.

“**Tax Regulations**” means temporary and final Income Tax Regulations promulgated under the Tax Code, as amended from time to time (or corresponding provisions of succeeding regulations).

“**Termination Date**” shall have the meaning set forth in Section 3.15 hereof.

**ARTICLE 2 – LIQUIDATING TRUST CREATION AND GOVERNANCE**

2.1 **Purpose of Liquidating Trust.** Following the Effective Date, the Liquidating Trustee of the Liquidating Trust shall liquidate the Liquidating Trust Assets, object to Contested Claims, and make distributions pursuant to the Plan and this Agreement. The Debtors, in compliance with the Plan, hereby constitute and create the Liquidating Trust for the purpose of liquidating and distributing the Liquidating Trust Assets transferred to it. The Liquidating Trustee is hereby authorized and directed to take all reasonable and necessary action to hold, conserve, and protect the Liquidating Trust Assets and to collect on, sell, or otherwise liquidate or dispose of Liquidating Trust Assets, and to distribute the net proceeds of such disposition to the Liquidating Trust Beneficiaries as provided for in the Plan in as prompt, efficient and orderly a fashion as possible in accordance with the provisions of Article 3 of this Agreement.

2.2 **Acceptance by Liquidating Trustee.** The Liquidating Trustee is willing and does hereby accept the appointment to serve as Liquidating Trustee and to hold and administer the Liquidating Trust Assets pursuant to the terms of this Agreement and the Plan. [ ] has agreed to serve as the initial Liquidating Trustee. The Liquidating Trustee shall have fiduciary duties to the Liquidating Trust Beneficiaries in the same manner that members of an official committee of creditors appointed pursuant to section 1102 of the Bankruptcy Code have fiduciary duties to the creditor constituents represented by such a committee. The Liquidating Trustee will be the exclusive trustee of the Liquidating Trust Assets for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estates appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Liquidating Trustee shall be compensated from the Liquidating Trust Assets in accordance with this Agreement.

2.3 **Name of Liquidating Trust.** The Liquidating Trust established hereby shall bear the name “[ ]”. In connection with the exercise of the powers as trustee, the Liquidating Trustee may use such name or such variation thereon as he sees fit, or may use his own name, as trustee, or otherwise.

2.4 **Transfer to Liquidating Trustee.** The Debtors and the Estates shall be deemed to have granted, released, assigned, transferred, conveyed and delivered the Remaining Assets, including the Real Property, and the Retained Liabilities to the Liquidating Trustee as of the Effective Date. All of such Excluded Assets, together with the income, proceeds, rents, products, offspring, and profits arising from or generated by such property after the Effective Date, shall be held and managed by the Liquidating Trustee pursuant to this Agreement. The Liquidating Trust shall hold such property in its exclusive possession, custody and control. The Debtors shall, as needed and as reasonably requested by the Liquidating Trustee, execute and deliver or cause to be executed and delivered to or upon the order of the Liquidating Trustee, all such confirmatory deeds or other instruments, in recordable form where necessary or appropriate, and the Debtors shall take or cause to be taken such other action, as the Liquidating Trustee may reasonably deem necessary or appropriate, in order to vest or perfect in or confirm to the Liquidating Trustee (or upon the order of the Liquidating Trustee) title to and possession of all of the Excluded Assets. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the Liquidating Trustee or the Liquidating Trust receive or retain cash or cash equivalents in excess of a reasonable amount to meet claims and contingent liabilities or to maintain the value of the Liquidating Trust Assets during liquidation. Except for the rights of those entities or individuals holding Allowed Claims, all property transferred to the Liquidating Trust from any of the Estates shall be free and clear of all Claims, interests, liens and encumbrances, and such property shall remain as property of the Liquidating Trust until distributed pursuant to the Plan and this Agreement. On the Effective Date, a stay of all actions to the same extent as set forth in section 362(a) of the Bankruptcy Code with respect to the Estates and the Liquidating Trust shall be and remain in effect pending consummation of the Plan. The transfer of assets to the Liquidating Trust pursuant to this Agreement shall not constitute a default or breach under or result in any forfeiture whatsoever with respect to any asset or property interest transferred to the Liquidating Trust. The transfer and assignment of the Remaining Assets and Retained Liabilities to the Liquidating Trust on the Effective Date shall be made pursuant to the terms of the Plan and this Agreement, and accordingly, to the fullest extent permitted by law, shall be exempt from all stamp taxes and similar taxes within the meaning of section 1146(c) of the Bankruptcy Code.

2.5 **Retention of Professionals.** The Liquidating Trustee is authorized to retain counsel and other professional persons, as it deems necessary and appropriate, which shall be compensated from Liquidating Trust Assets, subject to the provisions of the Plan.

2.6 **Bankruptcy Court Approval.** Notwithstanding anything to the contrary in this Agreement, the Liquidating Trustee may not consummate or implement any sale, compromise, or other transaction involving Liquidating Trust Assets or Contested Claims, where the amount in controversy exceeds \$200,000.00 unless and until the Bankruptcy Court authorizes and approves such sale, compromise, or other transaction upon motion by the Liquidating Trustee. The

Liquidating Trustee shall provide notice of and the opportunity for a hearing on all such motions to all entities who request notice of such matters in the manner prescribed in the Notice of the Effective Date.

2.7 **Liquidating Trust Board.** The Liquidating Trust Board shall consist of no more than [ ] members consisting of [ ]. Any member of the Liquidating Trust Board may resign upon reasonable notice to the Liquidating Trustee and other members of the Liquidating Trust Board and may be removed by the Bankruptcy Court for cause. Twenty (20) days prior written notice shall constitute reasonable notice under this Section. In the event of a vacancy on the Liquidating Trust Board, the constituency that was entitled to elect the departing member shall elect his or her replacement by vote of a majority in claim size of such constituency. The Liquidating Trust Board shall file a motion for approval of such new member with the Bankruptcy Court and shall provide notice of and the opportunity for a hearing on that motion to entities who request notice in the manner prescribed in the Notice of the Effective Date to be mailed pursuant to Section [ ] of the Plan. The proposed new member shall not become a member of the Liquidating Trust Board until such appointment is approved by the Bankruptcy Court. Members of the Liquidating Trust Board shall receive reasonable compensation in the amount of [ ] an hour from the Liquidating Trust. Members of the Liquidating Trust Board shall have fiduciary duties to beneficiaries of the Liquidating Trust in the same manner that members of an official committee of creditors appointed pursuant to section 1102 of the Bankruptcy Code have fiduciary duties to the creditor constituents represented by such a committee. The Liquidating Trust Board is prohibited from retaining, on behalf of the Liquidating Trust, any agents, consultants, employees and professionals.

2.8 **Governance of Liquidating Trust Board.** At least [ ] Liquidating Trust Board members must be present to constitute a quorum to conduct Liquidating Trust Board business. No Liquidating Trust Board business may be conducted absent a quorum. Meetings may be held in person, telephonically or electronically, as determined by the Liquidating Trust Board and Liquidating Trustee. The Liquidating Trust Board shall elect a chairperson who shall be charged with responsibility of scheduling, presiding over, arranging for minutes to be kept, and overseeing administration of all Liquidating Trust Board matters. Liquidating Trust Board actions may be approved only by a majority of voting members. Members of the Liquidating Trust Board shall not participate in and shall abstain from any discussion of or vote with respect to any Liquidating Trust Board matter, claim objection, or litigation involving such Liquidating Trust Board member. The Liquidating Trust Board shall meet at such times, in such location, and with such frequency as the Liquidating Trust Board shall determine, but no more often than quarterly unless the Liquidating Trust Board needs to approve a specific transaction.

2.9 **Approval of Material Transactions.** The Liquidating Trustee shall obtain the approval of the Liquidating Trust Board prior to entering into any material transactions on behalf of the Liquidating Trust, which for purposes of this Agreement shall mean any transaction causing the Liquidating Trust to receive, or be obligated to pay, in excess of \$[100,000.00], including: (1) any sale of assets for a purchase price in excess of \$[100,000.00], and (2) commencement, prosecution and/or settlement of any cause of action by the Liquidating Trust wherein the amount in controversy exceeds \$[100,000.00].

2.10 **Reports to Liquidating Trust Board.** The Liquidating Trustee will provide quarterly reports to the Liquidating Trust Board (1) describing the financial condition of the Liquidating Trust, (2) describing any transactions that were entered into in the prior quarter, (3) detailing all distributions made from the Liquidating Trust in the prior quarter, and (4) updating as to the status of all litigation, claims objections, and other matters materially affecting the Liquidating Trust.

### **ARTICLE 3 - LIQUIDATING TRUST ADMINISTRATION**

3.1 **Limitations on Liquidation Trustee.** The Liquidating Trustee shall carry out the purposes of the Liquidating Trust and the directions contained herein and in the Plan. The Liquidating Trustee shall not at any time, whether on behalf of the Liquidating Trust or the Debtors or their Estates, continue to engage or engage in the conduct of a trade or business, and no part of the Liquidating Trust Assets or the proceeds, revenue or income therefrom shall be used or disposed of by the Liquidating Trustee in furtherance of any business. The Liquidating Trust shall not receive or retain cash or cash equivalents in excess of a reasonable amount to meet the Claims and contingent liabilities (including Contested Claims) or to maintain the value of the Liquidating Trust Assets, make timely distributions, and not unduly prolong the duration of the Liquidating Trust. The Liquidating Trustee is also subject to the limitation set forth in Section 2.6 above.

3.2 **Liquidating Trustee's Powers.** The Liquidating Trustee shall protect, conserve, and liquidate the Liquidating Trust Assets, administer the distributions to be made under the Plan, and otherwise perform the duties and responsibilities charged to the Liquidating Trustee under the Plan and this Agreement. The Liquidating Trustee shall have all necessary and appropriate powers to perform such duties and responsibilities, including the power to (i) invest

funds in Permitted Investments; (ii) make distributions; (iii) pay taxes and other obligations owed by the Liquidating Trust or incurred by the Liquidating Trustee; (iv) engage and compensate from the Liquidating Trust Assets, consultants, agents, employees and professional persons to assist the Liquidating Trustee with respect to the Liquidating Trustee's responsibilities; (v) retain and compensate from the Liquidating Trust Assets, the services of experienced auctioneers, brokers, and/or marketing agents to assist and/or advise in the sale or other disposition of the Liquidating Trust Assets; (vi) liquidate and dispose of the Liquidating Trust Assets; (vii) compromise and settle Claims and causes of actions; (viii) act on behalf of the Debtors and the Estates in all adversary proceedings and contested matters pending in the Bankruptcy Court and in all actions and proceedings pending elsewhere; (ix) commence and/or pursue any and all actions involving Liquidating Trust Assets that could arise or be asserted at any time, unless otherwise waived or relinquished in this Plan; (x) act and implement the Plan, this Agreement, and orders of the Bankruptcy Court; (xi) subject to the approval of the Bankruptcy Court upon the provision of notice and the opportunity for a hearing to all entities who request notice in the manner prescribed in the Notice of the Effective Date, utilize Liquidating Trust Assets to purchase appropriate insurance to insure the acts and omissions of the Liquidating Trustee; (xii) file all necessary tax returns on behalf of the Estates; and (xiii) exercise such other powers as may be vested in or assumed by the Liquidating Trustee pursuant to the Plan, this Agreement, orders of the Bankruptcy Court, or as may be necessary and proper to carry out the provisions of the Plan. The Liquidating Trustee shall exercise such powers in accordance with the provisions of the Plan and this Agreement.

**3.3 Management of Liquidating Trust.** Subject to the terms hereof and the Plan, the Liquidating Trustee shall take charge of the Liquidating Trust Assets and shall endeavor to collect, conserve, protect, and liquidate, or otherwise convert into cash, marketable securities or other cash equivalents, all claims, causes of action, and other assets which constitute the Liquidating Trust Assets and all such other property incidental thereto as may hereafter be acquired from time to time under this Liquidating Trust. The Liquidating Trustee shall manage the affairs of the Liquidating Trust, negotiate and consummate sales of the Liquidating Trust Assets, enter into agreements binding the Liquidating Trust, and execute, acknowledge, and deliver any and all instruments which are necessary, required, or deemed by the Liquidating Trustee to be advisable in connection with the performance of the Liquidating Trustee's duties hereunder and shall have full power and authority to take any action consistent with the purpose and provisions of the Plan and this Agreement. Except as otherwise provided in this Agreement and in the Plan, without prior or further authorization of the Bankruptcy Court, the Liquidating Trustee may control and exercise authority over the Liquidating Trust Assets, the acquisition, management, and disposition thereof, and the management and conduct of the business of the Liquidating Trust to the same extent as if the Liquidating Trustee were the sole legal and beneficial owner thereof in his own right. No person dealing with the Liquidating Trust shall be obligated to inquire into the authority of the Liquidating Trustee in connection with the acquisition, management, or disposition of Liquidating Trust Assets. In connection with the management and use of the Liquidating Trust Assets, the Liquidating Trustee may do the following:

- (1) Accept the assets transferred and provided to the Liquidating Trust pursuant to this Agreement and the Plan;
- (2) Distribute available cash and other assets to the Liquidating Trust Beneficiaries in accordance with the terms of this Agreement and the Plan;
- (3) Endorse the payment of notes or other obligations of any person or make contracts with respect thereto;
- (4) Engage in all acts that would constitute ordinary course of business in performing the obligations of a trustee under a trust of this type;
- (5) Invest Liquidating Trust Assets in Permitted Investments;
- (6) Execute deeds, bills of sale and other instruments of transfer in connection with the sale, assignment or transfer of the Liquidating Trust Assets; and
- (7) Establish such bank accounts as he may deem, necessary or appropriate, draw checks on such bank accounts and perform such other necessary and appropriate duties with respect to such accounts, or designate individuals as signatories to draw checks on such bank accounts and to perform such other duties as he may direct and authorize.

The responsibilities of the Liquidating Trustee shall include (i) the receipt, management, supervision, and protection of the Liquidating Trust Assets on behalf of the Liquidating Trust Beneficiaries; (ii) pursuit of objections to Contested Claims; (iii) investigation, analysis, prosecution, and if necessary and appropriate, compromise of the claims and causes of action included among the Liquidating Trust Assets, including without limitation Avoidance Actions and non-bankruptcy causes of action against third parties; (iv) calculation and implementation of all distributions to be made



under the Plan to holders of Allowed Claims; (v) marketing, selling, leasing, or otherwise disposing of all of the Liquidating Trust Assets; (vi) filing all required tax returns and paying taxes and all other obligations of the Liquidating Trust; (vii) filing all required tax returns for the Debtors; and (viii) such other responsibilities as may be vested in the Liquidating Trustee pursuant to the Plan, this Agreement, orders of the Bankruptcy Court, or as may be necessary and proper to carry out the provisions of the Plan.

### 3.4 **Liquidation of 4200.**

- (1) The Liquidating Trust shall hold the Real Property and market the Real Property for sale for a period of one year from the Effective Date.
- (2) Any sale of the Real Property is subject to Bankruptcy Court approval as set forth in Section 2.6. At such hearing, the Liquidating Trust may seek reimbursement of any expenses of the Liquidating Trust paid on account of 4200 or the Real Property, including real estate commissions, professional fees, repairs or other expenses.
- (3) Net proceeds (after payment of allowed reimbursements set forth in (2) above) of the sale of the Real Property and any other asset of 4200 shall be paid first to the Allowed Secured Claim of Banco Popular North America (4200), then to the Allowed Secured Claim of Friedrich, then to any Allowed Contingent Reimbursement Claim to the extent of any subrogation, then to any Allowed Unsecured Claim (4200), then to any Allowed Equity Interest.
- (4) In the event the Real Property is not sold on or before one year after the Effective Date, the holder of Secured Claims on the Real Property may institute foreclosure proceedings, and the Liquidating Trustee shall not object to such proceedings.

3.5 **Reserves.** [Within thirty (30) Business Days after the Effective Date, the Liquidating Trustee shall establish and fund the Administrative Claim Reserve, the convenience Claim Reserve and the Contested Claim Reserve in accordance with Section [ ] of the Plan. The Liquidating Trustee shall add to the Reserves at such times and in such amounts as are set forth in Section [ ] of the Plan.]

3.6 **Set-Off.** The Liquidating Trustee may, but shall not be required to, set off against any Claim, and the distributions to be made pursuant to the Plan and this Agreement with respect to such Claim, claims of any nature whatsoever that the Debtors, their Estates, or the Liquidating Trust may have against the holder of such Claim. Notwithstanding the foregoing, the failure to effect such a set off will not constitute a waiver or release by the Liquidating Trust of any such claim against such holder.

3.7 **No Interest.** Unless there are sufficient funds to pay all Allowed Claims in full, no holder of an Allowed Claim shall be entitled to earned interest, and without limiting the foregoing, interest shall not accrue or be paid on any Contested Claim with respect to the period from the Effective Date to the date a Final Distribution is made on account of such Contested Claim, if and when such Contested Claim becomes an Allowed Claim.

3.8 **Distributions.** The Liquidating Trustee shall distribute at least annually to the Liquidating Trust Beneficiaries its net income and all net proceeds from the sale of Liquidating Trust Assets, except that the Liquidating Trust may retain an amount of net proceeds or net income reasonably necessary to maintain the value of the property or to meet claims or contingent liabilities (including Contested Claims) in accordance with the Plan. Notwithstanding anything to the contrary in this Agreement, the Liquidating Trustee shall not be required to make distribution of less than \$500.00 to any Claimant unless such distribution is the Final Distribution to such Claimant. Notwithstanding any other provision of the Plan or this Agreement, neither the Debtors nor the Liquidating Trustee shall be required to make any Distributions or payment of amounts less than \$5.00. Whenever any payment of cash of less than \$5.00 would otherwise be required under the Plan or this Agreement, such amount may be retained by the Liquidating Trust.

3.9 **Delivery of Distributions.** Subject to Bankruptcy Rule 9010, Distributions to Liquidating Trust Beneficiaries will be made by mail (1) at the address of each such Beneficiary as set forth on the proofs of claim filed by such Beneficiary, (2) at the address set forth in any written notice of address change delivered to the Debtors or the Liquidating Trustee after the date of any related proof of claim, or (3) at the address reflected in the Schedules filed by the Debtors if no proof of claim is filed and the Liquidating Trustee has not received a written notice or address change. If any Liquidating Trust Beneficiary's Distribution is returned as undeliverable, the Liquidating Trustee shall use reasonable efforts to determine such Liquidating Trust Beneficiary's then current address. After reasonable efforts, if the Liquidating Trustee still cannot determine such Liquidating Trust Beneficiary's then-current address, no further



Distributions shall be made to such Liquidating Trust Beneficiary unless and until the Liquidating Trustee is notified of such Liquidating Trust Beneficiary's then-current address. Undeliverable Distributions shall be set aside and held in a segregated interest bearing account. If the Liquidating Trustee is able to determine or is notified of such Liquidating Trust Beneficiary's then-current address, then such Distribution, together with any interest earned thereon and proceeds thereof shall be paid or distributed to such Liquidating Trust Beneficiary within thirty (30) Business Days of the date the Liquidating Trustee determines the Liquidating Trust Beneficiary's then-current address.

3.10 **Unclaimed Distributions.** If the Liquidating Trustee cannot determine, or is not notified of, a Liquidating Trust Beneficiary's then-current address by the later of six (6) months after the Effective Date or six (6) months after the date of the first Distribution to such Liquidating Trust Beneficiary, the Distribution reserved for such Liquidating Trust Beneficiary shall be deemed an unclaimed Distribution and such Liquidating Trust Beneficiary: (i) shall no longer be a Claimant or Liquidating Trust Beneficiary; and (ii) shall be deemed to have released such Claim or Equity Interest. If such Liquidating Trust Beneficiary was entitled to a pro-rata Distribution(s) as a holder of a General Unsecured Claim, then that Liquidating Trust Beneficiary's Distribution(s) shall be distributed pro-rata in accordance with this Plan to the remaining holders of Allowed General Unsecured Claims on the date of the next Distribution. If such Liquidating Trust Beneficiary was entitled to a pro-rata Distribution(s) as a holder of an Allowed Equity Interest, then that Liquidating Trust Beneficiary's Distribution(s) shall be distributed pro-rata in accordance with this Plan to the remaining holders of Allowed Equity Interests on the date of the next Distribution. Checks issued in respect of Allowed Claims or Allowed Equity Interests will be null and void if not negotiated within ninety (90) days after the date of issuance thereof, and such Liquidating Trust Beneficiary will forfeit its right to such Distribution. In no event shall any funds escheat to the State of Texas.

3.11 **Interest Beneficial Only.** The beneficial interests held by a Liquidating Trust Beneficiary hereunder shall not entitle any such Liquidating Trust Beneficiary to any title or direct ownership interest in or to the Liquidating Trust Assets as such, or to any right to call for a partition or division of the same, or to require an accounting.

3.12 **Evidence of Beneficial Interest.** The beneficial interests in the Liquidating Trust will not be represented by certificates and will not be transferable except pursuant to the laws of descent and distribution or otherwise by operation of law; provided, however, that such prohibition on transferability of beneficial interests is not intended to impair the ability of holders of Claims to assign their Claims pursuant to and in accordance with the Bankruptcy Rules and applicable law.

3.13 **Effect of Death, Incapacity or Bankruptcy.** The death, incapacity or bankruptcy of any Liquidating Trust Beneficiary during the terms of this Liquidating Trust shall not (a) operate to terminate the Liquidating Trust; (b) entitle the representatives or creditors of the deceased Liquidating Trust Beneficiary to an accounting; (c) entitle the representatives or creditors of the deceased to take any action in the Bankruptcy Court or elsewhere for the distribution of the Liquidating Trust Assets or for a partition thereof; or (d) otherwise affect the rights and obligations of any of the Liquidating Trust Beneficiaries under the Liquidating Trust.

3.14 **Effect of Liquidating Trust on Third Parties.** There is no obligation on the part of any purchaser or purchasers from the Liquidating Trustee or any agent of the Liquidating Trustee, or on the part of any other persons dealing with the Liquidating Trustee or any agent of the Liquidating Trustee, to oversee the application of the purchase money or other consideration passing to the Liquidating Trustee or any agent of the Liquidating Trustee, or to inquire into the validity, expediency or propriety of any such transaction by the Liquidating Trustee or any agent of the Liquidating Trustee.

3.15 **Termination of the Liquidating Trust.** The Liquidating Trust shall terminate upon the earliest to occur of (a) the fulfillment of the Liquidating Trust's purpose by the liquidation of all of the Liquidating Trust Assets (including resolution of all causes of action transferred and assigned to the Liquidating Trust or involving the Liquidating Trustee on behalf of the Liquidating Trust) and the final distribution of the proceeds of the liquidation thereof in accordance with the Plan (the "**Final Distribution**"); or (b) five (5) years after the Effective Date (the "**Termination Date**"). Every effort shall be made to see to it that the Termination Date shall be no later than the time reasonably necessary to accomplish the Liquidating Trust's purpose of liquidating assets and discharging liabilities. Notwithstanding the foregoing, however, if warranted by the facts and circumstances and subject to the approval of the Bankruptcy Court, following the provision of notice and the opportunity for a hearing to all parties who have requested notice in the manner prescribed in the Notice of the Effective Date, upon a finding that the extension is necessary to the liquidating purpose of the Liquidating Trust, the term of the Liquidating Trust may be extended, for a finite term based on its particular facts and circumstances. Each extension must be approved by the Bankruptcy Court within six (6) months of the beginning of the extended term with notice thereof to all of the Liquidating Trust Beneficiaries.

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**ARTICLE 4 – LIQUIDATING TRUSTEE, SUCCESSOR LIQUIDATING TRUSTEES, AND LIQUIDATING TRUST BOARD MEMBERS**

4.1 **Standard of Care.** Except in the case of fraud, willful misconduct, gross negligence, or breach of fiduciary duty, the Liquidating Trustee and members of the Liquidating Trust Board (“**Board Members**”) shall not be liable for any loss or damage by reason of any action taken or omitted by the Liquidating Trustee or Board Members pursuant to the discretion, powers and authority conferred on the Liquidating Trustee and Board Members by this Liquidating Trust Agreement and the Plan.

4.2 **No Liability for Acts of Predecessors.** No successor Liquidating Trustee or Board Member shall be in any way liable or otherwise responsible for the acts or omissions of any Liquidating Trustee or Board Member in office prior to the date on which he or she becomes a Liquidating Trustee or Board Member, as applicable, unless such successor Liquidating Trustee or Board Member expressly assumes such liability or responsibility.

4.3 **Reliance, by Liquidating Trustee on Documents or Advice of Professionals.** Except as otherwise provided herein, the Liquidating Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document believed by him to be genuine and to have been signed or presented by the proper party or parties. The Liquidating Trustee may also engage and consult with legal and accounting professionals to be selected by him in accordance with Section 2.5 hereof and shall not be liable for any action taken or suffered by him in reliance upon the advice of such professionals.

4.4 **No Personal Obligation for Liquidating Trust Liabilities.** Except in the case of a breach of the standard of care set forth in Section 4.1, persons dealing with the Liquidating Trustee and/or Board Members shall look only to the Liquidating Trust Assets to satisfy any liability incurred by the Liquidating Trustee and/or Board Members to such person in carrying out the terms of this Liquidating Trust, and the Liquidating Trustee and Board Members shall not have any personal, individual obligation to satisfy any such liability.

4.5 **Exercise of Power.** Except as otherwise specifically set forth herein or in the Plan, the Liquidating Trustee shall not be required to procure authorization from the Bankruptcy Court in the exercise of any power conferred upon him by this Agreement.

4.6 **Compensation of Agents.** The fees and expenses of agents, consultants, employees engaged and professionals retained by the Liquidating Trust and the Liquidating Trustee shall be in an amount and on such terms as may be agreed to by the Liquidating Trustee and such agents, consultants, employees or professionals. Such fees and expenses shall be subject to the approval of the Bankruptcy Court, as reasonable, following the provision of notice and the opportunity for a hearing to the United States Trustee and all parties who have requested notice in the manner prescribed in Section 15.9 of the Plan. Prior to such approval, the Liquidating Trustee shall be authorized to pay, on a monthly basis, eighty percent (80%) of the fees and one hundred percent (100%) of the expenses incurred by such agents, consultants, employees and professionals, subject to disallowance in the event of the disallowance of any such fees or expenses by the Bankruptcy Court.

4.7 **Maintenance of Register.** The Liquidating Trustee shall at all times maintain a register of the names, addresses, amount of Claims and percentages of beneficial ownership of the Liquidating Trust Beneficiaries under the Plan.

4.8 **Compensation and Reimbursement of Liquidating Trustee and Agents.** In lieu of commissions or other compensation fixed by law for trustees, the Liquidating Trustee shall receive as compensation for services as Liquidating Trustee hereunder as follows:

- (1) **Expenses.** The Liquidating Trustee and Board Members shall be entitled to reimbursement of all actual, reasonable out-of-pocket expenses incurred in the performance of their duties hereunder.
- (2) **Compensation.** In addition to reimbursement for expenses incurred, the Liquidating Trustee and Board Members shall be entitled to reasonable compensation and fees from the Liquidating Trust Assets for services rendered in connection with performance of the duties hereunder in an amount, subject to the approval of the bankruptcy Court, as reasonable, following the provision of notice and the opportunity for a hearing to the United States Trustee and all parties who have requested notice in the manner prescribed in Section 15.9 of the Plan. Prior to such approval, the Liquidating Trustee shall be authorized to pay, on a monthly basis, eighty percent (80%) of the fees and one hundred percent (100%) of the expenses incurred by the Liquidating Trustee

and by the Board Members, subject to disgorgement in the event of the disallowance of any such fees or expenses by the Bankruptcy Court.

4.9 **Indemnification**. In addition to any indemnification set forth in the Plan, the Liquidating Trust shall indemnify, hold harmless and reimburse the Liquidating Trustee and each Board Member against and from any and all loss, liability, expense or damage which the Liquidating Trustee or such Board Member may incur or sustain, in good faith and without fraud, willful misconduct, gross negligence, or breach of fiduciary duty, in the exercise and performance of any of his or her powers and duties under this Agreement, or for any act or omission in connection with or arising out of administration of the Plan or the property to be distributed under the Liquidating Trust, except for gross negligence, willful misconduct, or breach of fiduciary duty.

4.10 **Conflicting Claims**. In the event the Liquidating Trustee becomes aware of any disagreement or conflicting claims with respect to the Liquidating Trust Assets, or if the Liquidating Trustee in good faith is in doubt as to any action which should be taken under this Agreement, the Liquidating Trustee shall have the absolute right at his election to do any or all of the following:

- (1) To the extent of such disagreement or conflict, or to the extent deemed by him necessary or appropriate in the light of such disagreement or conflict, withhold or stop all further performance under this Agreement (save and except the safekeeping of the Liquidating Trust Assets) until the Liquidating Trustee is satisfied that such disagreement or conflicting claims have been fully and finally resolved; or
- (2) File a suit in interpleader or in the nature of interpleader in the Bankruptcy Court and obtain an order requiring all persons and parties involved to litigate in the Bankruptcy Court their respective claims arising out of or in connection with this Agreement; or
- (3) File any other appropriate motion for relief in the Bankruptcy Court.

In the event of any dispute between or among Liquidating Trust Beneficiaries or Claimants as to the right of any Person to receive or retain any distribution to be made to such Claimant under the Plan or this Agreement, the Liquidating Trustee may, in lieu of making such distribution to such Claimant, make it instead into the Contested Claims Reserve for payment or distribution as ordered by the Bankruptcy Court or as the interested parties to such dispute may otherwise agree among themselves. Any Claimant which fails to raise such dispute by filing an appropriate request for relief with the Bankruptcy Court prior to the issuance of such disputed distribution by the Liquidating Trustee shall be deemed to have forever waived any right to dispute such distribution or to restrict the use of such distribution.

4.11 **Power to Remove**. The Liquidating Trustee or any successor Liquidating Trustee appointed pursuant to this Agreement, and any Board Member, may be removed either with or without cause only by an order of the Bankruptcy Court.

4.12 **Successor Liquidating Trustee**. In the event that the Liquidating Trustee is removed, resigns or otherwise ceases to serve as Liquidating Trustee, the Debtors shall select a proposed successor Liquidating Trustee. The Debtors thereafter shall file a motion for approval of such proposed successor and shall provide notice of and the opportunity for a hearing on that motion to all entities who have requested notice in the manner proscribed in the Notice of the Effective Date. The proposed successor Liquidating Trustee shall not be appointed as the Liquidating Trustee until such appointment is approved by the Bankruptcy Court. Any successor Liquidating Trustee shall be subject to the same qualifications and shall have the same rights, powers, duties and discretion, and otherwise be in the same position, as the originally named Liquidating Trustee. Wherever reference is made in this Agreement to the Liquidating Trustee, the same shall be deemed to refer to any successor Liquidating Trustee acting hereunder.

4.13 **Records**. The Liquidating Trustee shall maintain good and sufficient books and records of account relating to the Liquidating Trust Assets, the management thereof, all transactions undertaken by the Liquidating Trustee, all expenses incurred by or on behalf of the Liquidating Trustee, and all distributions either contemplated or effectuated under the Plan or this Agreement.

4.14 **Periodic Reports**. The Liquidating Trustee shall prepare the following reports and shall distribute such reports to all entities who request notice of such reports in the manner prescribed in the Notice of the Effective Date:

- (1) on a quarterly basis commencing with the first calendar quarter ending after the Effective Date, within forty five (45) days after the end of such calendar quarter, a report of the activities of the

Liquidating Trust detailing for the preceding quarterly period the activities of the Liquidating Trust including:

- (i) an unaudited operating statement (prepared on a cash basis) showing all revenues received by the Liquidating Trust and all expenses of operations of the Liquidating Trust (including all expenses associated with the sale of any Liquidating Trust Assets paid by the Liquidating Trust);
  - (ii) an unaudited written report and accounting showing (a) the assets and liabilities of the Liquidating Trust at the end of such period, (b) any changes in the Liquidating Trust Assets, (c) the amount of any reserves or escrows of the Liquidating Trust, and (d) any material action taken by the Liquidating Trustee in the performance of his duties under the Plan and this Agreement; and
  - (iii) an overall status report of the Liquidating Trust for the next quarterly period; and
- (2) within 90 days after the end of each calendar year, beginning with the first year end occurring after the Effective Date, the Liquidating Trustee will prepare reports for the prior year as described in clause (i) and (ii) above, except that such reports shall be for a full year (or portion thereof in which the Liquidating Trust has been in existence); the financial statements included in such reports need not be audited unless otherwise required by law.

All quarterly and annual reports shall be filed with the Bankruptcy Court and may be filed with the Securities and Exchange Commission to the extent the Liquidating Trustee deems such action to be in the best interest of the Liquidating Trust.

#### **ARTICLE 5 - MISCELLANEOUS**

5.1 **Applicable Law.** The Liquidating Trust created herein shall be construed, regulated and administered under the laws of the State of Texas and the United States of America including the Bankruptcy Code.

5.2 **Headings.** The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting the same.

5.3 **Partial Invalidity.** If any provision of this Agreement shall for any reason be held invalid or unenforceable by the Bankruptcy Court or by any other court or governmental agency or arbitrator of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

5.4 **Entire Agreement.** This Agreement (including the recitals), together with the Plan, constitutes the entire agreement by and among the parties and there are no representations, warranties, covenants or obligations except as set forth herein and in the Plan. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to confer upon or to give any person other than the parties hereto and the Liquidating Trust Beneficiaries any rights or remedies under or by reason of this Agreement.

5.5 **Notices.** Any notice or other communication by the Liquidating Trustee to any of the Liquidating Trust Beneficiaries shall be deemed to have been sufficiently given, for all purposes, when mailed by first class mail, postage prepaid, and addressed to such Liquidating Trust Beneficiary at its address as shown in the records of the Liquidating Trustee. Any notice or other communication which may be or is required to be given, served or sent to the Liquidating Trust shall be in writing and shall be mailed by first class, mail, postage prepaid, or transmitted by hand delivery, addressed to the Liquidating Trustee at his address set forth on the signature page hereof. Each of the Liquidating Trust Beneficiaries and the Liquidating Trustee may designate by notice in writing a new address to which any notice, demand, request, or communication may thereafter be so given, served, or sent. Each notice, demand, request or communication which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes three days after it is deposited in the U.S. Mail as described above or at such time it is delivered to the addressee, whichever is earlier.

5.6 **Tax Identification Numbers.** The Liquidating Trustee may require any of the Liquidating Trust Beneficiaries to furnish to the Liquidating Trustee its Employer or Taxpayer Identification Number as assigned by the

Internal Revenue Service and the Liquidating Trustee may condition any distribution to any of the Liquidating Trust Beneficiaries upon receipt of such identification number.

5.7 **Waiver.** No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

5.8 **Tax Treatment and Obligation to File Returns.** The Debtors intend that the Liquidating Trust will be treated as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Tax Regulations. The transfer of Remaining Assets to the Liquidating Trust shall be treated as a transfer to the Liquidating Trust Beneficiaries for all purposes of the Tax Code (e.g., sections 61(a)(12), 483, 1001, 1012, and 1274) followed by a deemed transfer by such beneficiaries to the Liquidating Trust. The Liquidating Trust shall be considered a "grantor" trust, and the Liquidating Trust Beneficiaries shall be treated as the grantors and deemed owners of the Liquidating Trust. The Liquidating Trustee shall value the transferred property and notify in writing the Liquidating Trust Beneficiaries of such valuations. The assets transferred to the Liquidating Trust shall be valued consistently by the Liquidating Trustee and the Liquidating Trust Beneficiaries, and these valuations will be used for all federal income tax purposes. The Liquidating Trustee shall file tax returns for the Liquidating Trust as a grantor trust pursuant to section 1.671-4(a) of the Tax Regulations. All earnings of the Liquidating Trust, including earnings or income retained in reserve accounts or as reserves, shall be allocated to the Liquidating Trust Beneficiaries on an annual basis, and each Liquidating Trust Beneficiary shall be responsible to report and pay the taxes due on its proportionate share of the Liquidating Trust's income whether or not amounts are actually distributed by the Liquidating Trustee to the Liquidating Trust Beneficiaries to pay the tax. As a grantor trust, the Liquidating Trust shall not have any separate liability for federal income taxes relating to or arising from, the conveyance, preservation or liquidation of Liquidating Trust Assets. However, if it is later determined that a tax liability of the Liquidating Trust arises, the Liquidating Trustee shall be responsible for withholding all taxes required by law, and shall timely file all required federal, state or local tax returns, including information reporting returns, and shall promptly pay all taxes determined to be due. If it is determined that any taxes are owed by the Liquidating Trust, the Liquidating Trustee may pay from the Liquidating Trust Assets any such tax liability arising out of the operations of the Liquidating Trust or ownership of Liquidating Trust Assets. The Liquidating Trust may establish a reserve sufficient to pay any accrued or potential tax liability arising out of the operations of the Liquidating Trust or ownership of Liquidating Trust Assets. Notwithstanding anything herein to the contrary, in calculating and making the payments due to Allowed Claims under the Plan, the Liquidating Trustee shall be authorized to deduct from such payments any necessary withholding amount.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

**DEBTORS:**

**KLN STEEL PRODUCTS COMPANY LLC**

By \_\_\_\_\_  
Edward J. Herman, President

**DEHLER MANUFACTURING, INC.**

By \_\_\_\_\_  
Edward J. Herman, President

**FURNITURE BY THURSTON, INC.**

By \_\_\_\_\_  
Edward J. Herman, President

**4200 PAN AM LLC**

By \_\_\_\_\_  
Edward J. Herman, President

**LIQUIDATING TRUSTEE:**

\_\_\_\_\_

[ ]

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

IN RE

KLN STEEL PRODUCTS COMPANY LLC,  
DEHLER MANUFACTURING CO., INC.,  
FURNITURE BY THURSTON, AND  
4200 PAN AM LLC  
DEBTORS

4200 N. PAN AM EXPRESSWAY  
SAN ANTONIO, TX 78218  
EINS: 20-5668753, 36-3571107; 68-0085339, 26-2726699

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CASE NO. 11-12855  
CASE NO. 11-12856  
CASE NO. 11-12858  
CASE NO. 11-13154

Jointly Administered under  
CASE NO. 11-12855  
(Chapter 11)

**LIST OF ASSUMED CONTRACTS AND PROPOSED CURE AMOUNTS**

Name	Debtor Affiliation	Cure Amount
Crown Lift Trucks	KLN	\$355.00
FP Mailing Solutions	KLN	\$0.00
Logix	KLN	\$10,374.00
Lee & Susan Thurston	FBT	\$47,180.00
Mike Albert Leasing, Inc.	KLN	\$1,071.00
Packsize, LLC	KLN	\$0.00
Paylocity	KLN	\$0.00
Praxair	KLN	\$20,315.00
Spectrum Water Coolers	KLN	\$156
Wells Fargo Financial Capital Finance	KLN	\$5,462.00
GS-28F-0031V Schedule 71 Dorm Furniture	KLN	\$0.00
GS-27F-2013B Schedule 71 Schedule 71 Loft Furniture (Small Business Set Aside)	KLN	\$0.00
GS-29F-0009M Schedule 71 IIK Comprehensive Furniture Management Services	KLN	\$0.00
N00189-07-A-0036 BPA MAS Blanket Purchase Agreement -- Navy	KLN	\$0.00
N00189-07-A-0063 BPA MAS Blanket Purchase Agreement -- Navy	KLN	\$0.00
GS 27F of 2 GS-27F-2030B Schedule 71	Dehler	\$0.00

Dorm Furniture		
GS-27F-3015D Schedule 71 Loft Furniture (Small Business Set Aside)	Dehler	\$0.00
FA4452-11-A-0005 BPA MAS Blanket Purchase Agreement -- Air Force	Dehler	\$0.00
N00189-07-A-0045 BPA MAS Blanket Purchase Agreement -- Navy	Dehler	\$0.00
N00189-11-A-0056 BPA MAS Blanket Purchase Agreement -- Navy	Dehler	\$0.00
GS-27F-2003B Schedule 71 Dorm Furniture	FBT	\$0.00
GS-27F-2004B Schedule 71 Loft Furniture (Small Business Set Aside)	FBT	\$0.00
N00189-08-A-0002 BPA MAS Blanket Purchase Agreement -- Navy	FBT	\$0.00
N00189-08-A-0001 BPA MAS Blanket Purchase Agreement -- Navy	FBT	\$0.00
All purchase orders issued to the Debtors		\$0.00



**SECURITIES PURCHASE AGREEMENT**

**by and among**

**KLN STEEL PRODUCTS COMPANY, LLC  
DEHLER MANUFACTURING COMPANY, INC.  
FURNITURE BY THURSTON, INC.**

**and**

**AVTEQ, INC.**

**dated as of**

**May 23, 2012**

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**SECURITIES PURCHASE AGREEMENT**

This **SECURITIES PURCHASE AGREEMENT** (this "**Agreement**"), dated as of May 23, 2012, is entered into by and among **KLN Steel Products Company, LLC**, a Texas limited liability company ("**KLN**"), **Dehler Manufacturing Company, Inc.**, an Illinois corporation ("**Dehler**"), and **Furniture by Thurston, Inc.**, a California corporation ("**Thurston**") (each of KLN, Dehler and Thurston being referred to as a "**Seller**" and collectively as the "**Sellers**"), and **Avteq, Inc.**, a Texas corporation, or its assigns ("**Purchaser**"), and joined herein by **Banco Popular North America** and **4200 Pan Am LLC**, a Delaware limited liability company, for the purposes stated in this Agreement.

**RECITALS**

**WHEREAS**, Sellers are in the business of manufacturing furniture primarily for housing for the military and for universities (the "**Business**"); and

**WHEREAS**, Sellers are each debtors and debtors in possession in the jointly administered case entitled *In re KLN Steel Products Company LLC*, Case No. 11-12885 CAG (the "**Chapter 11 Case**") pending in the United States Bankruptcy Court for the Western District of Texas (Austin Division) (the "**Court**"); and

**WHEREAS**, Sellers previously filed and amended a plan of reorganization in the Chapter 11 Case; and

**WHEREAS**, Sellers have agreed further to amend the previously filed plan of reorganization; and

**WHEREAS**, pursuant to the Plan of Reorganization, each of KLN, Thurston and Dehler will sell and issue the Securities and/or transfer the Assets to Purchaser on the terms, provisions and conditions set forth in this Agreement; and

**WHEREAS**, Sellers desire to sell and issue to Purchaser, and Purchaser wishes to purchase from Sellers, the Securities and/or the Assets on the terms, provisions and conditions set forth in this Agreement; and

**WHEREAS**, these recitals are incorporated into and made a part of this Agreement for all purposes.

**NOW, THEREFORE**, in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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**ARTICLE I.**

**Definitions**

The following terms have the meanings ascribed to them for all purposes of this Agreement.

**“Accounts Receivable”** means all accounts or notes receivable held by Sellers or Three Mountain and other rights to payment from customers of Sellers or Three Mountain and any guaranty, security, claim, remedy or other right related to any of the foregoing, including, without limitation, any Action.

**“Action(s)”** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

**“Active Employees”** has the meaning set forth in Section 3.08(a).

**“Affiliate”** of a Person means any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**“Agreement”** has the meaning set forth in the introductory paragraph.

**“Allowed Claim”** means a Claim (as defined in the Bankruptcy Code) or Interest (as defined in the Bankruptcy Code) allowed by the Order Confirming the Plan.

**“Assets”** means, collectively except for Excluded Assets, (a) all Accounts Receivable as of the Closing Date; (b) all Inventory as of the Closing Date; (c) all the Assumed Contracts; (d) all Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to Purchaser; (e) all data and records related to the organization, ownership or operation of Sellers, including corporate minute books and Records, client and customer lists and Records, referral sources, research and development reports and Records, production reports and Records, service and warranty Records, equipment logs, operating guides and manuals, financial, tax and accounting Records and tax returns, creative materials, advertising and promotional materials, studies, reports, correspondence and other similar documents and Records, files, Inventory and supply records and all other books and records of Sellers, and Sellers’ lists of customers and suppliers; (f) all intangible rights and property of Seller, including, without limitation, goodwill, going concern value, the names under which any of the Sellers do business as well as any and all other forms of identification associated with Sellers, urls, website addresses and telephone, telecopy and e-mail numbers, addresses and listings and the Intellectual Property listed on Schedule 3.15(a); (g) Cash on Hand; (h) all insurance benefits, including rights and proceeds, arising from or relating to the Assets or the Assumed Liabilities prior to the Closing Date, unless expended in accordance with this Agreement; (i) all Actions of Sellers (save and except Avoidance Actions); (j) all rights of Sellers

relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof; (k) any other assets of Sellers that are pledged to secure the Banco Popular Indebtedness, the Liens against which are being released by Banco Popular in connection with these Transactions except for the Liens encumbering the KLN equipment and the Ladenson AR as provided in Section 10.12 of this Agreement; (l) all other properties and assets of every kind, character and description, owned by any of the Sellers and used or held for use in connection with the Business, whether or not similar to the items specifically set forth above, including, without limitation, the Personal Property listed forth on Schedule 3.12(a); (m) one hundred percent (100%) of the constituent members' interests in Three Mountain; and (n) one hundred percent (100%) of the issued and outstanding capital stock of Thurston.

**"Assumed Contracts"** means (a) the Benefit Plans; (b) the Insurance Policies; and (c) the Contracts listed on Schedule 3.14.

**"Assumed Liabilities"** means only those liabilities of the Sellers in respect to the Business specifically designated by Purchaser as liabilities to be assumed in the Plan of Reorganization, which liabilities will include (a) the remaining balance of the Banco Popular Indebtedness after application of the Paydown Amount, subject to the terms of Section 10.12 of this Agreement; (b) indebtedness secured by Liens on the Assets to the extent not paid at Closing in accordance with the Plan of Reorganization; (c) operating expenses of Sellers incurred in the operation of the Business after filing of the Chapter 11 Case but pre-closing that are allowed administrative claims of Persons other than professionals employed in the Chapter 11 Case and that are not yet paid pursuant to any cash collateral order of the Court in the Chapter 11 Case, all of which operating expenses must be approved by Purchaser at least five (5) days before the Closing Date; (d) all obligations of Sellers under the Assumed Contracts arising after the Closing Date and (e) all obligations of Sellers with respect to the Active Employees arising after the Closing Date, including Taxes related thereto to the extent such Active Employees are retained as employees of Sellers after the Closing Date. Assumed Liabilities shall not include any Retained Liabilities.

**"Avoidance Actions"** means any and all rights, claims and causes of action arising under any provision of Chapter 5 of the Bankruptcy Code, including claims for payments made to creditors within ninety (90) days of the Petition Date (as defined in the Plan of Reorganization) that may be avoidable under 11 U.S.C. § 547.

**"Banco Popular"** means Banco Popular North America.

**"Banco Popular Indebtedness"** means the amount of unpaid principal and accrued but unpaid interest pursuant to three (3) loans in the aggregate approximate amount of \$13,400,000.00 made by Banco Popular to Sellers, which loans are (i) that certain revolving credit indebtedness dated November 15, 2006, and as the same has been modified (the "**Line of Credit Loan**"); (ii) that certain Equipment Term Loan A Note, dated November 15, 2006, and as the same has been modified (the "**Equipment Loan A**"); and (iii) that certain Equipment Term Loan Note B (the "**Equipment Loan B**"), dated November 15, 2006, and as the same has been modified, which amount is a part of the Allowed Claim of Banco Popular under the Plan of Reorganization and is to be paid to Banco Popular in connection with the Closing of these Transactions as provided in this Agreement.

“**Banco Popular Release**” means the full and complete release by the Sellers of Banco Popular and its officers, directors and related Persons from any and all claims (including, without limitation, claims arising under Chapter 5 of the Bankruptcy Code) that are or could be asserted against such released Persons through the Closing Date and which are known and unknown.

“**Banco Popular Subordination Agreement**” means the agreement by Banco Popular that its liens encumbering the Manufacturing Facility are inferior to the interests of the tenant under the Manufacturing Lease.

“**Bankruptcy Code**” means Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 101 et seq.

“**Benefit Plan**” has the meaning set forth in Section 3.07(a).

“**Business**” has the meaning set forth in the Recitals.

“**Cash on Hand**” means all cash, deposits in banks or other institutions or cash equivalents held by the Sellers as of the Closing as set forth on the Closing Date Schedule delivered on the Closing Date.

“**Chapter 11 Case**” has the meaning set forth in the Recitals.

“**Charter Documents**” means, with respect to each Person, the articles of incorporation, certificates of formation, organizational resolutions, minutes or organizational meetings, bylaws, company agreements, shareholder agreements, voting or voting trust agreements and other organizational or governance documents of that Person, as in effect as of the Closing Date.

“**Claim**” has the meaning set forth in Section 5.04(b).

“**Closing**” has the meaning set forth in Section 2.03.

“**Closing Date**” has the meaning set forth in Section 2.03.

“**Closing Date Schedule**” means the schedule to be delivered to Purchaser by the Sellers at least two (2) business days prior to the Closing Date and on the Closing Date that sets forth (i) the total amount of cash and cash equivalents held by the Sellers as of the Closing Date and (ii) the Liquidating Trust Cash Payment, together with bank statements or other satisfactory evidence verifying the information on the schedule, all of which is subject to the approval of Purchaser.

“**Code**” means Internal Revenue Code of 1986, as amended.

“**Contracts**” means all contracts, Leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“**Contributed Assets**” means the Liquidating Trust Cash Payment, Avoidance Actions and the Excluded Assets.

“**Court**” has the meaning set forth in the Recitals.

“**Dehler**” has the meaning set forth in the introductory paragraph.

“**Deposit**” means a deposit in the amount of EIGHT HUNDRED THOUSAND AND 00/100THS DOLLARS (\$800,000.00), deposited by Purchaser with the Sellers to be held pending the Closing. The Deposit is refundable in accordance with the terms of this Agreement.

“**Environmental Law**” means any Law that requires or relates to (a) advising appropriate authorities, employees or the public of intended or actual releases of pollutants or hazardous substances or materials, violations of discharge limits or other prohibitions and the commencement of activities, such as resource extraction or construction, that could have significant impact on the environment; (b) preventing or reducing to acceptable levels the release of pollutants or hazardous substances or materials into the environment; (c) reducing the quantities, preventing the release or minimizing the hazardous characteristics of wastes that are generated; (d) assuring that products are designed, formulated, packaged and used so that they do not present unreasonable risks to human health or the environment when used or disposed of; (e) protecting resources, species or ecological amenities; (f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil or other potentially harmful substances; (g) cleaning up pollutants that have been released, preventing the threat of release or paying the costs of such clean up or prevention; or (h) making responsible parties pay private parties, or groups of them, for damages done to their health or the environment or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.

“**Environmental, Health and Safety Liabilities**” means any cost, damages, expense, liability, obligation or other responsibility arising from or under any Environmental Law or Occupational Safety and Health Law, including those consisting of or relating to (a) any environmental, health or safety matter or condition (including on-site or off-site contamination, occupational safety and health and regulation of any chemical substance or product); (b) any fine, penalty, judgment, award, settlement, legal or administrative proceeding, damages, loss, claim, demand or response, remedial or inspection cost or expense arising under any Environmental Law or Occupational Safety and Health Law; (c) financial responsibility under any Environmental Law or Occupational Safety and Health Law for cleanup costs or corrective action, including any cleanup, removal, containment or other remediation or response actions required by any Environmental Law or Occupational Safety and Health Law (whether or not such cleanup has been required or requested by any Governmental Authority or any other Person) and for any natural resource damages; or (d) any other compliance, corrective or remedial measure required under any Environmental Law or Occupational Safety and Health Law. The terms “removal,” “remedial” and “response action” include the types of activities covered by the United States Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

“**Equipment Lease**” has the meaning given such term in Section 3.12(d).

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.



“**ERISA Affiliate**” means, with respect to any Person, any other Person that, together with such first Person, would be treated as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the Code.

“**Excluded Assets**” means the Assets of the Sellers set forth on Schedule 8.02(c).

“**Fyffe Agreement**” means that certain agreement between Dave Fyffe and Seller.

“**GAAP**” means generally accepted accounting principles in the United States.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Governmental Authorization**” means any approval, consent, ratification, waiver or other authorization, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law, including, without limitation, those listed on Schedule 3.11(b).

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Herman Agreement**” means that certain agreement between Edward Herman and Seller.

“**Information**” has the meaning set forth in Section 3.15(c).

“**Insurance Policies**” has the meaning set forth in Section 3.13.

“**Intellectual Property**” means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered, unregistered or arising by Law, and all registrations and applications for registration of such trademarks, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications; (b) internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or Governmental Authority; (c) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered, unregistered or arising by Law), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (d) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable; and (e) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations,

continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications.

**“Interest Rate Swap Liability”** means the approximate amount of \$509,000.00, which amount is part of the Paydown Amount and represents an obligation of Sellers to Banco Popular in connection with certain interest rate swap agreement pertaining to the Banco Popular Indebtedness.

**“Inventory”** means all inventory of raw materials, work in process and finished goods, spare parts and all inventory of packaging and shipping supplies, of Sellers which are part of the Business.

**“KLN”** has the meaning set forth in the introductory paragraph.

**“Knowledge of the Sellers”** means with respect to any matter in questions, that any of the executive officers of the Sellers have actual knowledge after due inquiry.

**“Ladenson AR”** means, collectively, the accounts receivable due to KLN from (i) SaltGrass Valley, LLC in the approximate amount of \$544,000.00 and (ii) Southwestern Poly Institute in the approximate amount of \$477,000.00 and the accounts receivable due to Thurston from SaltGrass Valley, LLC in the approximate amount of \$1,029,953.00, all subject to any defenses to payment or setoff claims.

**“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

**“Leased Equipment”** has the meaning set forth in Section 3.12(d).

**“Leased Real Property”** has the meaning set forth in Section 3.09(a).

**“Leases”** has the meaning set forth in Section 3.09(a).

**“Liabilities”** means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

**“Liens”** means all claims, charges, liens, contracts, rights, options, securities interests, mortgages, encumbrances and restrictions whatsoever.

**“Liquidating Trust”** means the Liquidating Trust established under the Plan of Reorganization.

**“Liquidating Trust Cash Payment”** means the amount of (A) the amount remaining in the Professional Fees Account as of the Closing Date, and (B) the amount of unpaid priority sales tax claims in the Chapter 11 Case as of the Closing Date up to, but not in excess of, FOUR HUNDRED THOUSAND AND 00/100THS DOLLARS (\$400,000.00), which will be

contributed to the Liquidating Trust by Purchaser at the Closing, as more particularly set forth on the Closing Date Schedule.

“**Manufacturing Lease**” means that certain real property lease for seventy percent (70%) of the facility located at 4200 Pan Am Expressway, San Antonio, Texas (the “**Manufacturing Facility**”), in the form and content attached hereto as Exhibit A.

“**Occupational Safety and Health Law**” means any Law designed to provide safe and healthful working conditions to and reduce occupational safety and health hazards, including the Occupational Safety and Health Act, and any program, whether governmental or private (such as those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

“**Order Confirming the Plan**” has the meaning set forth in Section 5.04(b).

“**Paydown Amount**” means the net amount, as of the Closing Date, of (A) (i) the outstanding principal, accrued but unpaid interest and fees and costs (including but not limited to attorneys’ fees and expenses) due to Banco Popular under the Banco Popular Indebtedness determined as set forth in the Plan of Reorganization plus (ii) the Interest Rate Swap Liability less (B) the sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS (\$1,250,000.00).

“**Person**” means and includes an individual, a partnership, a limited liability company, a joint venture, a corporation, a trust, an unincorporated organization, a government or other department or agency thereof, an association or other entity.

“**Personal Property**” has the meaning set forth in Section 3.12(a).

“**Plan of Reorganization**” or “**Plan**” means the Plan of Reorganization filed in the Chapter 11 Case by Sellers to obtain approval of this Agreement.

“**Pre-Closing Tax Period**” means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

“**Pre-Closing Taxes**” means any Tax or portion of a Tax incurred in or attributable to any period or portion of a period ending on or before the Closing Date. Where Taxes involve a taxable period or portion thereof beginning on or before the Closing Date but ending after the Closing Date, such Pre-Closing Taxes shall be calculated as though the taxable year of the Seller terminated as of the close of business on the Closing Date; provided, however, that, in the case of a Tax not based on income, receipts, proceeds, profits or similar items, Pre-Closing Taxes shall be equal to the amount of Tax for the Tax period multiplied by a fraction, the numerator of which shall be the number of days from the beginning of the Tax period through the Closing Date and the denominator of which shall be the total number of days in the Tax period.

“**Proceeding**” has the meaning set forth in Section 3.17.

“**Professional Fees Account**” means that certain Commercial Checking Account Number 6806259898, styled KLN Steel Products Company LLC Professionals Account C/O Bankruptcy, located at Banco Popular.

“**Purchaser**” shall mean Avteq, Inc. or any assignees of Avteq, Inc.

“**Purchase Price**” means the aggregate amount paid by Purchaser to, on account of or for the benefit of Sellers, for the purchase of the Securities and being comprised of (i) the Paydown Amount, (ii) the Liquidating Trust Cash Payment, (iii) the delivery of the Contributed Assets to the Liquidating Trust, and (iv) the assumption of the amount of \$1,250,000.00 of the Banco Popular Indebtedness as provided in Section 10.12(iii) of this Agreement.

“**Qualified Benefit Plan**” has the meaning set forth in Section 3.07(c).

“**Record**” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

“**Retained Liabilities**” means Sellers’ liability (a) under any indebtedness, financings, Leases, Contracts and other executory agreements not specifically included in the Assumed Liabilities; (b) for income or payroll Tax liability of Sellers for any Pre-Closing Tax Period; (c) for all Environmental, Health and Safety Liabilities of any of the Sellers arising or accruing prior to the Closing Date; or (d) otherwise arising out of operation of the Business prior to the Closing Date and not included in the Assumed Liabilities.

“**Securities**” means new securities representing one hundred percent (100%) of the ownership interests in each of the Sellers to be issued pursuant to the Plan.

“**Sellers**” has the meaning set forth in the introductory paragraph.

“**Straddle Tax Returns**” has the meaning set forth in Section 6.04(b).

“**Tax Return**” means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“**Three Mountain**” means Three Mountain Holding, LLC, a Delaware limited liability company.

“**Thurston**” has the meaning set forth in the introductory paragraph.

“**Transactions**” means the sale and issuance of the Securities by the Sellers to the Purchaser as contemplated by this Agreement.

“**Transaction Documents**” has the meaning set forth in Section 3.02(a).

“**Union**” has the meaning set forth in Section 3.08(b).

## ARTICLE II.

### Closing

**2.01. Securities Purchase and Sale.** Subject to the terms and conditions set forth herein, at the Closing, each Seller shall sell, transfer and issue to Purchaser, and Purchaser shall purchase from that Seller, the Securities and/or the Assets free and clear of all Liens.

**2.02. Purchase Price and Deposit.** After full execution of this Agreement and on or before May 25, 2012, Purchaser shall deliver the Deposit. If this Transaction proceeds to Closing, the Deposit and the Cash on Hand will be applied to the payment of the Purchase Price for the Securities. The total consideration for the Securities and/or the Assets shall be the Purchase Price, payable to Sellers in part in cash; provided, however, the Sellers shall direct the portion of the Purchase Price allocable to the Paydown Amount to be paid directly to Banco Popular.

**2.03. Time and Place of Closing.** The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place at the offices of Wright Ginsberg Brusilow P.C., 14755 Preston Road, Suite 600, Dallas, Texas 75254, commencing at 9:00 a.m. local time on the date (“**Closing Date**”) that is ten (10) days after satisfaction or waiver of all conditions to closing set forth in Article VII of this Agreement but not later than June 15, 2012; provided, however, Purchaser may postpone the Closing Date, at its election, to June 22, 2012, by written notice to Sellers.

## ARTICLE III.

### Representations and Warranties of the Sellers

As a material inducement to the Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, the Sellers, jointly and severally, represent and warrant to the Purchaser, as of the date hereof and as of the Closing Date, as follows:

**3.01. Organization and Qualification.** KLN is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Texas. Dehler is a corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois. Thurston is a corporation, duly organized, validly existing and in good standing under the laws of California. Each Seller is in good standing in each jurisdiction in which it conducts business. Three Mountain is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. Three Mountain is in good standing in each jurisdiction in which it conducts business. Thurston is a wholly owned subsidiary of KLN. Three Mountain is a wholly owned subsidiary of KLN. A complete list of the Charter Documents for each Seller and for Three Mountain is attached as Schedule 3.01; the Sellers have delivered true, correct and complete copies of the Charter Documents for each of the Sellers and Three Mountain to Purchaser; and, none of the Charter Documents of any of the Sellers or Three

Mountain have been amended, restated or cancelled, except as set forth on Schedule 3.01 and except as necessary for the consummation of the Transactions.

**3.02. Authorization of Transaction; Binding Effect.**

(a) Subject to entry of the Order Confirming the Plan, Sellers have the right, power and authority to execute, deliver and perform this Agreement and all other documents and instruments contemplated hereby (this Agreement and all other documents and instruments contemplated hereby are referred to herein as the “**Transaction Documents**”) and to consummate the transactions contemplated hereby and thereby.

(b) Subject to entry of the Order Confirming the Plan, the execution and delivery by Sellers of this Agreement and the Transaction Documents have been duly authorized by all necessary corporate or limited liability company, as applicable, action of Sellers in compliance with governing or applicable agreements, instruments or other documents, each Seller’s Charter Documents and applicable Law, as modified by the Bankruptcy Code as necessary.

(c) Each of this Agreement and the other Transaction Documents to which the Sellers are a party constitutes the valid and binding agreement of Sellers, enforceable against Sellers in accordance with its terms, subject to the entry of the Order Confirming the Plan.

**3.03. Noncontravention.**

(a) Except as disclosed in Schedule 3.03 and except to the extent that any restrictions or conditions are invalidated by the Bankruptcy Code and/or the Order Confirming the Plan, the execution and delivery of this Agreement by Sellers and the consummation by Sellers of the Transactions, or other compliance with or performance under, this Agreement, does not and will not with the passage of time or giving of notice or both, constitute a violation of, be in conflict with, constitute a default or require any payment under, permit a termination of, require any consent under, or result in the creation or imposition of any Lien, encumbrance or other adverse claim or interest upon any of the Assets under (i) any Assumed Contract, except for Contracts requiring consents that have been obtained or will have been obtained as of Closing, (ii) any judgment, decree or order of any Governmental Authority to which Sellers, Three Mountain or any of their respective properties or assets are subject or bound, (iii) any applicable Law, or (iv) any governing or applicable agreements, instruments or other documents, including, without limitation, the Charter Documents of each of the Sellers and of Three Mountain.

(b) Except as invalidated by the Bankruptcy Code and/or the Order Confirming the Plan, no consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority on the part of Sellers or Three Mountain is required in connection with Sellers’ execution or delivery of this Agreement or the consummation of the Transactions, or other compliance with or performance under, this Agreement by Sellers, except for filings with the Court, including the Order Confirming the Plan.

**3.04. Capitalization.**

(a) As of immediately prior to the Closing Date, there are no shares of stock, membership interests or other equity interests in any Seller that are issued and outstanding, and

upon issuance of the Securities to the Purchaser in accordance with the terms and conditions of this Agreement, the Plan of Reorganization and the Order Confirming the Plan, Purchaser shall own one hundred percent (100%) of the total issued and outstanding shares of capital stock or membership interests, as applicable, in each of the Sellers free and clear of all Liens. By ownership of one hundred percent (100%) of the issued and outstanding capital stock of KLN, Purchaser will own, indirectly, the whole of Three Mountain and of Thurston.

(b) Subject to the truth and accuracy of Purchaser's representations and warranties set forth in Article IV of this Agreement, the Securities shall be issued in compliance with applicable Laws.

(c) Other than this Agreement, there are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares of stock, membership interests or other equity interests in any Seller or obligating any Seller to issue or sell any shares of stock, membership interests (including the Securities) or any other interest, in any Seller. Other than as part of the Charter Documents of each Seller, there are no voting trusts, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the shares of stock, membership interests (including the Securities) or any other interest in any Seller.

**3.05. Subsidiaries and Investments.** Except for the whole ownership of Three Mountain and Thurston by KLN, Sellers have no subsidiaries and do not own, directly or indirectly, any capital stock or other equity or ownership or proprietary interest in any other Person.

**3.06. Financial Statements.** Sellers have furnished to Purchaser the following financial statements:

- (i) the audited consolidated balance sheets of the Sellers and Three Mountain as of each of the calendar years 2009, 2008 and 2007 and the related audited income statements, statements of shareholders' equity and statements of cash flows of the Sellers for the periods then ended; and
- (ii) the unaudited quarterly consolidated financial statements for calendar year 2010 and the unaudited consolidated balance sheets of the Sellers and Three Mountain as of December 31, 2011, and the related unaudited income statements, statements of shareholders' equity and statements of cash flows of the Sellers for the periods then ended; and
- (iii) the unaudited financial statements of the Sellers and Three Mountain for the period of January 1, 2012, through April 30, 2012.

To the Knowledge of Sellers, the foregoing financial statements are true, correct and complete in all material respects and were prepared in accordance with GAAP applied on a consistent basis and present fairly the financial position, results of operations and cash flows of Sellers and Three Mountain as of the dates and for the periods indicated. Except as set forth in Schedule 3.06, since April 30, 2012 (i) there has been no change in the assets, liabilities or financial condition of Sellers or Three Mountain except for changes in the ordinary course of business consistent with past practice and which have not been materially adverse, and (ii) none of the business,

prospects, financial condition, operations, property or affairs of Sellers or Three Mountain has been materially adversely affected by any occurrence or development, individually or in the aggregate, whether or not insured against. Neither the Sellers nor Three Mountain have any liabilities except for the liabilities reflected on these financial statements.

### 3.07. Employee Benefit Matters.

(a) Schedule 3.07(a) contains a true and complete list of each pension, benefit, retirement, compensation, profit-sharing, deferred compensation, incentive, performance award, phantom equity or other equity, change in control, retention, severance, vacation, paid time off, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by the Sellers or Three Mountain for the benefit of any current or former employee, retiree, independent contractor, consultant, member or manager of the Sellers or Three Mountain or any spouse or dependent of such individual, or under which the Sellers or Three Mountain may have any Liability, or with respect to which the Sellers or Three Mountain would reasonably be expected to have any Liability, contingent or otherwise (as listed on Schedule 3.07(a), each, a "**Benefit Plan**").

(b) With respect to each Benefit Plan, the Sellers have made available to Purchaser accurate, current and complete copies of each of the following: (i) where the Benefit Plan has been reduced to writing, the plan document together with all amendments; (ii) where the Benefit Plan has not been reduced to writing, a written summary of all material plan terms; (iii) where applicable, copies of any trust agreements or other funding arrangements, custodial agreements, insurance policies and contracts, administration agreements and similar agreements, and investment management or investment advisory agreements, now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise; (iv) copies of any summary plan descriptions, summaries of material modifications, employee handbooks and any other written communications (or a description of any oral communications) relating to any Benefit Plan; (v) in the case of any Benefit Plan that is intended to be qualified under Section 401(a) of the Code, a copy of the most recent determination, opinion or advisory letter from the Internal Revenue Service; (vi) in the case of any Benefit Plan for which a Form 5500 is required to be filed, a copy of the most recently filed Form 5500, with schedules attached; (vii) actuarial valuations and reports related to any Benefit Plans with respect to the two most recently completed plan years; and (viii) copies of material notices, letters or other correspondence from the Internal Revenue Service, Department of Labor or Pension Benefit Guaranty Corporation relating to the Benefit Plan.

(c) Each Benefit Plan has been established, administered and maintained in accordance with its terms and in compliance with all applicable Laws (including ERISA and the Code), except as would not be reasonably expected to have a materially adverse effect on the Sellers, the Business or Three Mountain. Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code (a "**Qualified Benefit Plan**") is so qualified and has received a favorable and current determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype



plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and nothing has occurred that could reasonably be expected to cause the revocation of such determination letter from the Internal Revenue Service or the unavailability of reliance on such opinion letter from the Internal Revenue Service, as applicable, nor has such revocation or unavailability been threatened. Nothing has occurred with respect to any Benefit Plan that has subjected or could reasonably be expected to subject the Sellers or Three Mountain or, with respect to any period on or after the Closing Date, any of the Sellers or Three Mountain, to a penalty under Section 502 of ERISA or to tax or penalty under Section 4975 of the Code. All benefits, contributions and premiums relating to each Benefit Plan have been timely paid in accordance with the terms of such Benefit Plan and all applicable Laws and accounting principles, and all benefits accrued under any unfunded Benefit Plan have been paid, accrued or otherwise adequately reserved to the extent required by, and in accordance with, GAAP.

(d) Neither the Sellers nor any of their ERISA Affiliates has (i) incurred or reasonably expects to incur, either directly or indirectly, any material Liability under Title I or Title IV of ERISA or related provisions of the Code or foreign Law relating to employee benefit plans; (ii) failed to timely pay premiums to the Pension Benefit Guaranty Corporation; (iii) withdrawn from any Benefit Plan; or (iv) engaged in any transaction which would give rise to liability under Section 4069 or Section 4212(c) of ERISA.

(e) Except as set forth on Schedule 3.07(e), with respect to each Benefit Plan (i) no such plan is a "Multi-employer Plan" within the meaning of Section 3(37) of ERISA; (ii) no such plan is a "multiple employer plan" within the meaning of Section 413(c) of the Code or a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA); and (iii) no Action has been initiated by the Pension Benefit Guaranty Corporation to terminate any such plan or to appoint a trustee for any such plan.

(f) Except as required by applicable Law, no provision of any Benefit Plan or collective bargaining agreement could reasonably be expected to result in any limitation on the Sellers or Three Mountain from amending or terminating any Benefit Plan. The Sellers and Three Mountain have no commitment or obligation and have not made any representations to any employee, member, manager, consultant or independent contractor, whether or not legally binding, to adopt, amend or modify any Benefit Plan or any collective bargaining agreement, in connection with the consummation of the transactions contemplated by this Agreement or otherwise.

(g) Other than as required under Section 601 et. seq. of ERISA or other applicable Law, no Benefit Plan provides post-termination or retiree welfare benefits to any individual for any reason, and neither the Sellers nor any of their ERISA Affiliates has any Liability to provide post-termination or retiree welfare benefits to any individual or ever represented, promised or contracted to any individual that such individual would be provided with post-termination or retiree welfare benefits.

(h) There is no pending or, to the Knowledge of Sellers, threatened Action relating to a Benefit Plan (other than routine claims for benefits), and no Benefit Plan has within the three

(3) years prior to the date hereof been the subject of an examination or audit by a Governmental Authority or the subject of an application or filing under or is a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority.

(i) There has been no amendment to, announcement by Sellers or any of their Affiliates relating to, or change in employee participation or coverage under, any Benefit Plan or collective bargaining agreement that would increase the annual expense of maintaining such plan above the level of the expense incurred for the most recently completed fiscal year with respect to any member, manager, employee, consultant or independent contractor, as applicable. None of the Sellers nor any of their Affiliates has any commitment or obligation or has made any representations to any member, manager, employee, consultant or independent contractor, whether or not legally binding, to adopt, amend or modify any Benefit Plan or any collective bargaining agreement.

(j) Each Benefit Plan that is subject to Section 409A of the Code has been operated in compliance with such section and all applicable regulatory guidance (including notices, rulings and proposed and final regulations).

(k) Each individual who is classified by the Sellers or Three Mountain as an independent contractor has been properly classified for purposes of participation and benefit accrual under each Benefit Plan.

(l) Neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will (either alone or upon the occurrence of any additional or subsequent events): (i) entitle any Active Employee to severance pay or any other payment; (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation due to any such individual; (iii) limit or restrict the right of the Sellers to merge, amend or terminate any Benefit Plan; (iv) increase the amount payable under or result in any other material obligation pursuant to any Benefit Plan; or (v) result in "excess parachute payments" within the meaning of Section 280G(b) of the Code.

### **3.08. Employment Matters.**

(a) Schedule 3.08(a) contains a list of all persons who are employees, consultants, or contractors of the Sellers or Three Mountain as of the date hereof (the "Active Employees"), and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full or part time); (iii) hire date; (iv) current annual base compensation rate; (v) commission, bonus or other incentive-based compensation; and (vi) a description of the fringe benefits provided to each such individual as of the date hereof. As of the date hereof, all compensation, including wages, commissions and bonuses, payable to employees, consultants, or contractors of the Sellers or Three Mountain for services performed on or prior to the date hereof have been paid in full (or accrued in full as a liability on the books and records of the Sellers) and there are no outstanding agreements, understandings or commitments of the Sellers with respect to any commissions, bonuses or increases in compensation.

(b) The Sellers are not a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization (collectively, "Union"), and there is not, and has never been, any Union representing or purporting to represent any employee of the Sellers or Three Mountain, and, to the Knowledge of the Sellers, no Union or group of employees is seeking or has sought to organize employees for the purpose of collective bargaining. There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting the Sellers, Three Mountain or any of their employees. Neither the Sellers nor Three Mountain have any duty to bargain with any Union.

(c) The Sellers and Three Mountain are and have been in compliance in all material respects with all applicable Laws pertaining to employment and employment practices, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence and unemployment insurance. All individuals characterized and treated by the Sellers or Three Mountain as consultants or contractors are properly treated as independent contractors under all applicable Laws. All employees classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified. There are no Actions against the Sellers or Three Mountain pending, or to the Knowledge of the Sellers, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any Active Employee, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay, wage and hours or any other employment related matter arising under applicable Laws.

### 3.09. Real Property.

(a) Neither the Sellers nor Three Mountain is the legal or beneficial owner of any real property. Schedule 3.09(a) sets forth each parcel of real property leased by Sellers and included in the Assets (together with all rights, title and interest of Sellers in and to leasehold improvements relating thereto, including, but not limited to, security deposits, reserves or prepaid rents paid in connection therewith, collectively, the "**Leased Real Property**"), and a true and complete list of all leases, subleases, licenses, concessions and other agreements (whether written or oral), including all amendments, extensions renewals, guaranties and other agreements with respect thereto, pursuant to which Sellers hold any Leased Real Property (collectively, the "**Leases**"). Sellers have delivered to Purchaser a true and complete copy of each Lease. With respect to each Lease:

(i) such Lease is valid, binding, enforceable and in full force and effect, and Sellers enjoy peaceful and undisturbed possession of the Leased Real Property;

(ii) Sellers have not subleased, assigned or otherwise granted to any Person the right to use or occupy such Leased Real Property or any portion thereof; and

(iii) Sellers have not pledged, mortgaged or otherwise granted a Lien on its leasehold interest in any Leased Real Property.

(b) Sellers have not received any written notice of (i) material violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Leased Real Property, (ii) existing, pending or threatened condemnation proceedings affecting the Leased Real Property, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to materially and adversely affect the ability to operate the Leased Real Property as currently operated. Neither the whole nor any material portion of any Leased Real Property has been damaged or destroyed by fire or other casualty.

(c) The Leased Real Property is sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitutes all of the real property necessary to conduct the Business as currently conducted.

(d) Except as disclosed on Schedule 3.09(d), the Sellers are, and at all times have been, in full compliance with, and have not been and are not in violation of or liable under, any Environmental Law. The Sellers have no basis to expect, nor has any of them or any other Person for whose conduct they are or may be held to be responsible received, any actual or threatened order, notice or other communication from (i) any Governmental Authority or private Person acting in the public interest or (ii) the current or prior owner or operator of any Leased Real Property, of any actual or potential violation or failure to comply with any Environmental Law, or of any actual or threatened obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to any Leased Real Property or other property or asset (whether real, personal or mixed) in which any of the Sellers has or had an interest, or with respect to any property or Leased Real Property at or to which hazardous materials were generated, manufactured, refined, transferred, imported, used or processed by any of the Sellers or any other Person for whose conduct they are may be held responsible, or from which hazardous materials have been transported, treated, stored, handled, transferred, disposed, recycled or received.

(e) There are no pending or, to the Knowledge of Seller, threatened claims, Liens, or other restrictions of any nature resulting from any Environmental, Health and Safety Liabilities or arising under or pursuant to any Environmental Law with respect to or affecting any Leased Real Property or any other property or asset (whether real, personal or mixed) in which any of the Sellers has or had an interest.

(f) The Sellers have delivered to Purchaser true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by any of the Sellers pertaining to hazardous materials or hazardous activities in, on, or under the Leased Real Property, or concerning compliance, by the Sellers or any other Person for whose conduct they are or may be held responsible, with Environmental Laws.

**3.10. Powers of Attorney; Competition.** Except as set forth on Schedule 3.10, (i) no power of attorney or similar authorization given by the Sellers or Three Mountain is in effect or outstanding; (ii) no contract or agreement to which the Sellers or Three Mountain are or were a

party or are or were bound or to which the Assets are subject will, after the Closing Date, limit the freedom of the Sellers or Three Mountain to compete in any line of business or with any Person.

### 3.11. Compliance with Law; Licenses and Permits.

(a) Except as set forth on Schedule 3.11(a), Sellers and Three Mountain have complied with all Laws applicable to the Business, including, without limitation, (a) all Environmental Laws, and (b) all provisions of Laws relating to labor relations, equal employment practices, fair employment practices, entitlement, prohibited discrimination, terms and conditions of employment, wages and hours, or other similar employment practices or acts. Neither the Sellers nor Three Mountain have received any notice from or otherwise been advised that any Governmental Authority or other Person is claiming any violation or potential violation of any Law or conducting or threatening to conduct any investigation of Sellers or Three Mountain.

(b) Schedule 3.11(b) contains a true, correct and complete list of all permits which to the Knowledge of Sellers are necessary for the lawful and efficient operation of the Business. Other than from the Court, no claim has been made by any Governmental Authority to the effect that the Business, as conducted by Sellers, fails to comply, in any respect (and no such claim is anticipated by Sellers), with any Law.

### 3.12. Title to Assets.

(a) Personal Property. Schedule 3.12(a) sets forth a true and complete list of the tangible personal properties of Sellers or Three Mountain that are included among the Assets (the "**Personal Property**"). As indicated on Schedule 3.12(a), Sellers or Three Mountain have good and marketable title to all of the Personal Property, free and clear of any Liens except (i) liens for Taxes not yet due and payable, (ii) Liens imposed by Law and incurred in the ordinary course of business for obligations not yet due and payable to landlords, carriers, warehousemen, laborers, materialmen and the like and (iii) Liens that will be released on or prior to the Closing Date.

(b) Condition. Except as set forth in Schedule 3.12(b), to the Knowledge of the Sellers, neither the Sellers nor Three Mountain have received notice of violation, nor are any of them in violation, of any applicable building, zoning, land use or other similar Laws, permits, health and safety codes or other requirements in respect of any of the Personal Property.

(c) Inventories. The finished goods included in Inventory consist of items that, subject to possible obsolescence, are or would be of a quality presently saleable in the ordinary course of the Business. The raw materials and the work in process included in Inventory consist of items that are or would be useable in the ordinary course of the Business. Neither the Sellers nor Three Mountain are in possession of any Inventory not owned by them, including goods already sold.

(d) Leased Equipment. Schedule 3.12(d) lists each piece of equipment, machinery, tools or fixtures sets forth leased by Sellers and included in the Assets (collectively, the "**Leased Equipment**"), and a true and complete list of all leases, subleases, licenses, concessions and other agreements (whether written or oral), including all amendments, extensions renewals,

guaranties and other agreements with respect thereto, pursuant to which Sellers hold any Leased Equipment (collectively, the "**Equipment Leases**"). Sellers have delivered to Purchaser a true and complete copy of each Equipment Lease. Each such Equipment Lease is valid, binding, enforceable and in full force and effect, and the Sellers are in possession of the Leased Equipment that is the subject of said lease.

**3.13. Insurance.** Schedule 3.13 sets forth a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, directors' and officers' liability, fiduciary liability and other casualty and property insurance included in the Assumed Contracts (collectively, the "**Insurance Policies**") and true and complete copies of such Insurance Policies have been made available to Purchaser. Such Insurance Policies are in full force and effect and shall remain in full force and effect following the consummation of the transactions contemplated by this Agreement. Three Mountain is an insured under the Insurance Policies. The Sellers have not received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if due and payable prior to the Closing Date, will be paid prior to the Closing Date in accordance with the payment terms of each Insurance Policy. The Insurance Policies do not provide for any retrospective premium adjustment or other experience-based liability on the part of the Sellers. All such Insurance Policies (a) are valid and binding in accordance with their terms; (b) are provided by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. There are no claims related to the Business pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. The Sellers are not in default under, and have not otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Business and are sufficient for compliance with all applicable Laws and Assumed Contracts.

**3.14. Outstanding Contracts and Leases.** Schedule 3.14 sets forth a complete and correct list of, and, in the case of oral agreements which are identified as such, a description of the material terms of, each of the Assumed Contracts. Each such Contract is valid and binding on the respective Seller or Three Mountain in accordance with its terms and is in full force and effect. Complete and correct copies of each such Assumed Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Purchaser and, in the case of oral agreements, a true, accurate and complete description of the material terms of such oral agreement has been provided to Purchaser in writing.

**3.15. Intellectual Property.**

(a) Schedule 3.15(a) contains a complete and accurate list of all Intellectual Property of Sellers, as well as the trademarks, trade and assumed names related to Three Mountain Furniture and Three Mountain, a subsidiary of Sellers, included in the Assets. Three Mountain owns no Intellectual Property.

(b) Except as set forth on Schedule 3.15(b), (i) Sellers are the registered owner, senior or priority user, or otherwise has superior rights in and to, or has valid, enforceable and effective

written licenses to use, all of the Intellectual Property listed on Schedule 3.15(a); (ii) during the two (2) years preceding the date of this Agreement, no claim by any third party contesting the validity, enforceability, use or ownership of any Intellectual Property as owned or used by Sellers has been made or, to the Knowledge of Sellers, threatened and no such claim is currently outstanding; (iii) during the two (2) years preceding the date of this Agreement, to the Knowledge of Sellers, Sellers have not received any notice of, and is not aware of any facts which indicate a likelihood of, any infringement or misappropriation by any third party with respect to the Intellectual Property, nor to the Knowledge of Sellers have Sellers received any claim alleging infringement or misappropriation of any Intellectual Property of any third party; and (iv) to the Knowledge of Sellers, neither the Sellers nor Three Mountain have infringed, misappropriated or otherwise conflicted with any Intellectual Property of any third party, nor are Sellers aware of any infringement, misappropriation or conflict which will occur as a result of the continued operation of the Business.

(c) To the Knowledge of Sellers, neither Sellers nor any employee or agent of Sellers nor any other Person, directly or indirectly, (i) has disclosed any of Sellers' trade secrets, formulas, product specifications, manufacturing and production processes and techniques or other confidential information of Sellers (collectively, the "**Information**") to any other person or entity, except in the ordinary course of business or to potential purchasers of the Business in connection with such purchasers' due diligence investigation of Sellers in accordance with appropriate confidentiality agreements, or (ii) has used the Information for any purpose other than in connection with the performance of such person's duties to Sellers. Sellers have taken reasonable precautions with their employees and others to protect the Intellectual Property and are unaware of any third party with access to Information having used the Information for its own purposes or for any purpose other than in connection with the Business.

**3.16. Taxes.** Except as set forth on Schedule 3.16:

(a) All Tax Returns required to be filed on or before the Closing Date by the Sellers or Three Mountain have been timely filed. Such Tax Returns are true, complete and correct in all respects, have not been amended and to the Knowledge of Sellers, do not need to be amended. All Taxes due and owing by the Sellers or Three Mountain (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) The Sellers or Three Mountain, as applicable, have withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, member or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(c) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of the Sellers or Three Mountain.

(d) There are no pending or, to the Knowledge of the Sellers, threatened (either in writing or verbally, formally or informally) audits, investigations, claims, suits or other proceedings for or relating to any material liability in respect of Taxes of the Sellers or Three Mountain by any federal, state, local or other jurisdiction; nor have the Sellers received any notice or questionnaire from any jurisdiction which suggests or asserts that the Sellers may have

a duty to file such returns and pay such Taxes, or otherwise is subject to the taxing authority of such jurisdiction. No material deficiencies for Taxes of the Sellers or Three Mountain have been claimed, proposed or assessed by any taxing or other Governmental Authority and there are no matters under discussion with any governmental authorities with respect to Taxes, that could result in any additional amount of Taxes of the Sellers or Three Mountain and that could reasonably be expected to affect the Business or the Assets.

(e) All deficiencies asserted, or assessments made, against the Sellers or Three Mountain as a result of any examinations by any taxing authority have been fully paid.

(f) There are no Liens for Taxes (other than for current Taxes not yet due and payable) upon the Assets.

(g) Neither any of the Sellers nor Three Mountain is a party to, or bound by, any Tax indemnity, Tax-sharing or Tax allocation or similar agreement.

(h) The transactions contemplated by this Agreement do not facilitate, and are not otherwise a part of, a "Listed Transaction" or a "Reportable Transaction" within the meaning of Section 6707A of the Code or Treasury Regulation section 1.6011-4(b), or any transaction requiring disclosure under a corresponding or similar provision of state, local, or foreign Law.

**3.17. Litigation.** Except for the Chapter 11 Case and all claims filed against Sellers therein or discharged, stayed or released under the Plan, or as disclosed in Schedule 3.17, there is no (i) action, suit, claim, proceeding, or investigation ("**Proceeding**") pending against Sellers or Three Mountain or, (ii) to the Knowledge of the Sellers, threatened against or affecting the Business, by any Person or Governmental Authority. As of the date hereof, neither the Sellers, Three Mountain nor any Assets are subject to any outstanding orders, writs, judgments, injunctions or decrees. To the Knowledge of the Sellers, there is no basis for any claim, action or Proceeding against the Sellers or Three Mountain which could reasonably be expected to have a material adverse effect on the Business or Assets, taken as a whole. There is no action or suit by the Sellers pending or threatened against others.

**3.18. Accounts Receivable.** To the Knowledge of the Sellers:

(a) Schedule 3.18(a) contains a complete and accurate description of each Account Receivable of the Sellers and Three Mountain, as indicated on said Schedule.

(b) The Accounts Receivable reflected on Schedule 3.18(a) (i) have arisen from bona fide transactions entered into by Sellers or Three Mountain involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (ii) to the Knowledge of Sellers, constitute only valid, undisputed claims of Sellers or Three Mountain not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice.

**3.19. Books and Records.** The books and records of the Sellers and Three Mountain have been made available to Purchaser, are complete and correct and have been maintained in accordance with sound business practices.



**3.20. Broker's or Finder's Fees.** No agent, broker, person or firm acting on behalf of the Sellers or Three Mountain is, or will be, entitled to any commission or broker's or finder's fees from Sellers, Three Mountain or from any person controlling, controlled by or under common control with the Sellers or Three Mountain in connection with any of the transactions contemplated herein.

#### ARTICLE IV.

#### Representations and Warranties of the Purchaser

As a material inducement to the Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser represents and warrants to the Sellers, as of the date hereof, as follows:

**4.01. Organization.** The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas.

**4.02. Authorization of Transaction; Binding Effect.**

(a) Purchaser has the right, power and authority to execute, deliver and perform this Agreement and all other Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby;

(b) The execution and delivery by the Purchaser of the Transaction Documents has been duly authorized by all necessary corporate action of Purchaser in compliance with governing or applicable agreements, instruments or other documents and applicable Law;

(c) Each of this Agreement and the other Transaction Documents to which the Purchaser is a party constitutes the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, subject to the receipt of the Order Confirming the Plan; and

(d) To the extent Avteq, Inc. assigns the obligations of this Agreement to an assignee, such assignee will, at Closing, have the right, power and authority to perform this Agreement and all other Transaction Documents to which it becomes a party and to consummate the transactions contemplated hereby and thereby. Such assignee will have been duly authorized at Closing by all necessary corporate action in compliance with governing or applicable agreements, instruments or other documents and Applicable Law.

**4.03. Noncontravention.** The execution, delivery and performance by the Purchaser of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Purchaser's Charter Documents; or (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Purchaser. No consent, approval, permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Purchaser in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

**4.04. Litigation.** Purchaser is not a party to any Action before any court or judicial or administrative agency of any Governmental Authority that would interfere with Purchaser's ability to consummate the transactions contemplated by this Agreement.

**4.05. Investment Purpose.** Purchaser is acquiring the Securities solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Purchaser acknowledges that the Securities are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Securities may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

**4.06. Broker's or Finder's Fee.** No agent, broker, person or firm acting on behalf of Purchaser is, or will be, entitled to any commission or broker's or finder's fees from Purchaser in connection with any of the transactions contemplated herein.

**4.07. Accredited Investor Status.** Purchaser is an "accredited investor," within the meaning of Rule 501(a) of Regulation D under the Securities Act of 1933, as amended. Purchaser, by reason of Purchaser's business or financial experience, can be reasonably assumed to have the capacity to protect its interests in connection with an investment in the Securities.

#### ARTICLE V.

##### Covenants of Sellers

#### **5.01. Conduct of Business by Sellers Pending the Closing.**

(a) Prior to the Closing Date, Sellers shall conduct business in accordance with their obligations as a debtor-in-possession under the Bankruptcy Code. Except as otherwise contemplated under this Agreement or ordered by the Court, from the date hereof until the Closing Date, without the prior written consent of Purchaser, which consent will not be unreasonably withheld or delayed, Sellers shall refrain from selling, assigning, licensing, leasing, transferring or otherwise disposing of, in whole or in part, any of the Assets, except for sales of inventory in the ordinary course of business. Sellers shall keep Purchaser informed on a day to day basis of Sellers' sales and marketing activities from the date hereof until the Closing Date, in such detail as Purchaser shall reasonably request.

(b) Without the prior consent of Purchaser, neither the Sellers nor Three Mountain will commit to any contracts or other obligations or make any expenditures of any kind or nature.

(c) Without the prior consent of Purchaser, neither the Sellers nor Three Mountain will engage any new employee or increase the salary or wages of any employee or commit to pay any bonuses, incentive compensation or like sums. At the direction of Purchaser, the Sellers and Three Mountain will terminate the employment of any employee.

(d) In consideration of the substantial expenditure of time, effort and expense to be undertaken by Purchaser hereunder, Sellers agree that Sellers will not cause or permit any officer, director, shareholder, member, Affiliate, agent, or representative of any of the Sellers or Three Mountain, or any other Person acting on behalf of any of them, directly or indirectly, to take any

action to solicit an inquiry from any Person or entity other than Purchaser or its assigns relating to the issuance or sale of any capital stock, membership interests or other securities exercisable for, or convertible or exchangeable into stock or equity interests or equivalents in the Sellers, or any of their subsidiaries or Affiliates, or any merger, consolidation, sale of assets or capital stock outside the ordinary course of business or other transaction that has the effect, directly or indirectly of effecting a change of control or material change in the capital structure of the Company or of its subsidiaries or Affiliates.

**5.02. Affirmative Covenants.** Subject to any conflicting obligation imposed on Sellers as a debtor-in-possession under the Bankruptcy Code, from the date hereof to the Closing Date, Sellers shall:

(a) Use their good faith commercially reasonable efforts to operate the Business in substantially the normal course of business (as such Business has been conducted since filing of the Chapter 11 Case), such that the net working capital of the business does not materially change from that reflected on the Sellers' most recent financial statements dated December 31, 2011.

(b) Undertake to maintain property and liability insurance in appropriate amounts of coverage with respect to the Assets;

(c) Maintain, consistent with past practice (since filing of the Chapter 11 Case), the Assets in good repair, order and condition, reasonable wear and tear excepted, and use commercially reasonable efforts to preserve its possession and control of all of the Assets;

(d) Allow, at all reasonable times up to and including the Closing Date, Purchaser's employees, attorneys, auditors, accountants and other authorized representatives, reasonable access to the facilities, plants, properties, books, records, documents and correspondence of the Sellers and Three Mountain, in order that Purchaser may conduct such investigation as it may desire of the Business and the Assets; furnish Purchaser with copies of all such Contracts, Governmental Authorizations, books and Records and other existing documents and data as Purchaser may reasonably request; furnish Purchaser with such additional financial, operating and other relevant data and information as Purchaser may reasonably request; and otherwise cooperate and assist, to the extent reasonably requested by Purchaser, with Purchaser's investigation of the Sellers, Three Mountain and the properties and assets of the Sellers and Three Mountain;

(e) Use good faith best efforts (i) to comply in all material respects with all applicable Laws relating to the conduct of the Business and (ii) to conduct the Business to the Closing Date in such a manner that on the Closing Date the representations and warranties contained in this Agreement shall be true as though such representations and warranties were made on and as of such date, except for changes permitted or contemplated by the terms of this Agreement;

(f) Notify Purchaser promptly in writing if any of the Sellers becomes aware of (i) any fact or condition that causes or constitutes breach of any of the representations and warranties set out in Article III of this Agreement or (ii) the occurrence after the date of this

Agreement of any fact or condition that would or be reasonably like to cause or constitute a breach of any such representation or warranty;

(g) As soon as practicable after the date of this Agreement, make all filings required by Law to be made by it in order to consummate the Transactions and cooperate with Purchaser with respect to all filings that Purchaser elects to make or, pursuant to Law, the Sellers or Purchaser are required to make in connection with the Transactions; and, further, cooperate with Purchaser in obtaining all governmental and third-party consents;

(h) Prior to Closing, take all necessary steps to authorize the issuance of the Securities by Sellers, including, without limitation, amendment and/or restatement of any of the applicable Seller Charter Documents, and, at Closing, cancel all issued and outstanding shares or membership interests of each of the Sellers; and

(i) Cause the owner of the Manufacturing Facility, who is 4200 Pan Am LLC, a Delaware limited liability company and an Affiliate of the Sellers, to negotiate in good faith to enter into, execute and deliver the Manufacturing Lease containing the terms for said lease set out in this Agreement.

**5.03. Consents and Closing Conditions.** Sellers shall use their commercially reasonable efforts (a) to take such actions as may be appropriate in order to fulfill the closing conditions contained herein which are reasonably within its control, and (b) to cause the representations and warranties in Article III of this Agreement to continue to be true and correct on and as of the Closing Date.

**5.04. Bankruptcy Court Approvals.**

(a) Plan of Reorganization. Sellers and Purchaser, jointly, will prepare and file the Plan of Reorganization with the Court reflecting the terms of this Agreement and requesting an order confirming the Plan of Reorganization and these Transactions. Sellers and Purchaser agree that they will furnish one another with copies of any subsequent relevant motion or pleading with respect to the Plan of Reorganization in advance of the date on which the same is to be filed, so that the respective party may comment on such motion or pleading and participate in any hearings before the Court. The final form of the Plan of Reorganization including any amendments or modifications thereto will be in a form mutually acceptable to Sellers and Purchaser.

(b) Confirmation Order. The Deposit will be immediately refunded by Sellers to Purchaser in the event the Court does not confirm the Plan of Reorganization as filed by Sellers and Purchaser. Upon confirmation by the Court of the Plan of Reorganization, the Purchaser and Sellers will request entry of an Order Confirming the Plan in a form mutually acceptable to Sellers and Purchaser (the "**Order Confirming the Plan**"), which (i) approves the sale of the Securities to Purchaser (or its assignees) on the terms and conditions set forth in this Agreement and authorizes Sellers to proceed with these Transactions; (ii) includes a specific finding that Purchaser is a good faith purchaser of the Securities and/or the Assets; (iii) approves the transfer of the Excluded Assets and Retained Liabilities to the Liquidating Trust; and (iv) states that the Securities and the Assets shall be free and clear of all Liens other than customary and immaterial

encumbrances arising in the ordinary course of business affecting the Assets. Following the filing of the proposed Plan of Reorganization, the parties shall cooperate to obtain entry of the Order Confirming the Plan. Upon the Closing, the Securities shall be issued to Purchaser, and the Assets shall be, free and clear of all Liens, mortgages, security interests, charges, encumbrances, taxes, obligations, assessments, covenants, title defects, pledges, encroachments, as well as any other interest or burden of any kind (each or all, a "Claim;"), save and except for a first-lien in favor of Banco Popular on all equipment of KLN and Thurston and the Ladenson AR. In the event that any of Sellers' creditors or parties-in-interest, including, but not limited to, Governmental Authorities, parties to executory and other Contracts, equity security holders, administrative expense claimants, and former or current employees or any other Entity (as that term is defined in the Bankruptcy Code) which has a Claim against or interest in the Assets has not delivered to Sellers documents releasing all such claims or other interests, the Order Confirming the Plan shall authorize and direct Sellers to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Assets. Nothing contained herein shall authorize the release of any Claim against any Excluded Asset, except as otherwise dealt with in the contemplated Order Confirming the Plan.

**ARTICLE VI.**  
**Covenants of Purchaser**

**6.01. Consents and Closing Conditions.** Purchaser shall use its good faith best efforts (a) to obtain such consents from third parties and to take other actions as may be required in order to fulfill the closing conditions contained herein which are reasonably within its control, and (b) to cause the representations and warranties of Purchaser in Article IV of this Agreement to be true and correct on and as of the Closing Date.

**6.02. Access to Records.** After the Closing Date and upon reasonable prior notice to Purchaser, Purchaser shall permit Sellers, at Sellers' expense during normal business hours, to have reasonable access to such of the former business records of Sellers as are from time to time then retained by Purchaser.

**6.03. Claims Retained by Sellers.** All claims that are part of the Excluded Assets, if pursued, will be pursued for the exclusive benefit of the creditors of Sellers and the proceeds from the pursuit of any such claim shall be payable to the creditors of Sellers, regardless of who pursues such claims. Purchaser shall have no right to pursue any such claim or to seek any of the proceeds derived therefrom.

**6.04. Tax Matters.**

(a) The Sellers shall, at the Sellers' expense, prepare and file or cause to be prepared and filed all Tax Returns of the Sellers which are due for tax periods ending on or before the Closing Date and Sellers shall pay all Taxes shown as due on such Tax Returns. All such Tax Returns shall be accurate and complete in accordance with applicable Laws and shall be prepared on a basis consistent with prior practice of the Sellers. The Sellers shall submit copies of such Tax Returns of the Sellers to Purchaser at least fifteen (15) days prior to their due date for Purchaser's review and comment.

(b) Purchaser shall cause to be prepared and filed all Tax Returns of Sellers for all Tax periods ending after the Closing Date.

(c) Any audits or examinations of a Tax Return relating to the Seller shall be controlled by Purchaser.

**ARTICLE VII.**  
**Closing Conditions**

**7.01. Sellers' Closing Conditions.** The obligation of Sellers to consummate the sale of the Securities and the other Transactions contemplated by this Agreement shall be subject to the condition that the Bankruptcy Court shall have entered the Order Confirming the Plan.

**7.02. Purchaser's Closing Conditions.** The obligation of Purchaser to consummate the purchase of the Securities and the other Transactions contemplated by this Agreement shall be subject to the fulfillment to Purchaser's reasonable satisfaction of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of the Sellers contained in this Agreement (i) that are qualified as to materiality shall be true and correct in all respects, and (ii) that are not so qualified shall be true and correct in all material respects, in each case as of the Closing Date with the same force and effect as though made on and as of the Closing Date (other than those representations and warranties that address matters only as of a particular date or only with respect to a specific period of time, which need only be accurate as of such date or with respect to such period).

(b) Performance of Covenants. All covenants, agreements and obligations required by the terms of this Agreement to be performed, satisfied or complied with by Sellers at or before the Closing shall have been duly and properly performed in all material respects.

(c) Due Diligence. From and after the date of execution, Purchaser shall have an opportunity to conduct its due diligence with respect to the Sellers and Three Mountain, their respective financial condition, books and Records, each facility at which Sellers conduct their manufacturing operations, and all documentation with respect to the Business. Purchaser will be entitled to talk with the Seller's customers, vendors, technicians, contractors and employees, and the Seller and Purchaser will coordinate such communication.

(d) Schedules. Purchaser and Sellers shall revise any Schedules as necessary and mutually acceptable, which shall be initialed by the parties as the final Schedules prior to Closing.

(e) Release of Liens by Banco Popular. Banco Popular must release at Closing all of its Liens on the Assets, as well as any cross-collateralization of other loans with Affiliates of Sellers which have not filed for bankruptcy protection, except for its Liens encumbering the KLN and Thurston equipment and the Ladenson AR as provided in Section 10.12 of this Agreement.

(f) Closing Documents. Sellers and Three Mountain shall have delivered all documents required to be delivered by it at Closing, in each case in form and substance satisfactory to Purchaser, including updates of all Schedules to be attached hereto and approved by Purchaser during the Due Diligence Period.

(g) No Changes. There have been no materially adverse changes to the Assets between the date of this Agreement and the Closing Date.

(h) Consents. All approvals and consents required for the consummation of the Transactions have been received, as contemplated by Sections 3.03 and 5.02(g) of this Agreement.

(i) Approval of Bankruptcy Court. The Bankruptcy Court shall have entered the Order Confirming the Plan.

**ARTICLE VIII.**  
**Closing Deliveries.**

**8.01. Deliveries by the Sellers.** At the Closing, the Sellers will deliver or cause to be delivered to the Purchaser:

(a) One or more certificates representing the Securities, each duly issued in the name of Purchaser.

(b) The Manufacturing Lease, duly executed by Sellers as tenant and 4200 Pan Am LLC as landlord.

(c) The Banco Popular Subordination Agreement, duly executed by Banco Popular, the Sellers as tenant and 4200 Pan Am LLC as landlord.

(d) A true and complete copy of the Sellers' Charter Documents and the Charter Documents of Three Mountain as in effect on the Closing Date.

(e) Written resignations, effective as of the Closing Date, of any directors, officers and managers of the Sellers and Three Mountain as requested by Purchaser.

(f) The Herman Agreement and Fyffe Agreement, duly executed by the parties thereto.

(g) At least two (2) business days prior to the Closing and on the Closing Date, the Closing Date Schedule as approved by Purchaser.

(h) The minute books of the Sellers and Three Mountain and all other books and Records of the Sellers.

(i) The Order Confirming the Plan.

(j) Executed counterparts of the consents referred to in Section 3.03 and Section 5.02(g) hereof and all other consents required, in the opinion of the Purchaser, for the consummation of the transactions contemplated hereby, all of which consents shall be in form and substance reasonably satisfactory to the Purchaser.

(k) A good standing certificate (or its equivalent) from each Seller and Three Mountain from the secretary of state or similar Governmental Authority of the jurisdiction under the Laws under which such Seller or Three Mountain is organized, dated within ten (10) days of the Closing.

(l) A paydown letter from Banco Popular, which paydown letter shall state the total amount of the Banco Popular Indebtedness as of the Closing Date and that Banco Popular will release all Liens held by Banco Popular and relating to the Assets of Sellers (except for the Liens encumbering KLN's and Thurston's equipment and the Ladenson AR as provided in Section 10.12 of this Agreement) upon receipt of the Paydown Amount.

(m) The Banco Popular Release.

(n) The Transaction Documents and all other agreements, documents, instruments or certificates required to be delivered by Sellers at the Closing and such other documents or instruments as Purchaser reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement in form and content reasonably approved by Purchaser.

#### **8.02. Deliveries by the Purchaser**

At the Closing, the Purchaser will deliver the following to or for the account of the Sellers:

(a) The Purchase Price as contemplated by Section 2.02 of this Agreement.

(b) The Assignment, partial or otherwise, of this Agreement to one or more of Avteq, Inc.'s assignees, if any.

(c) The Transaction Documents and all other agreements, documents, instruments or certificates required to be delivered by the Purchaser at the Closing and such other documents or instruments as Sellers reasonably request and are reasonably necessary to consummate the transactions contemplated by this Agreement, including, without limitation, the documents necessary to convey the Excluded Assets listed on Schedules 8.02(c) and the other Contributed Assets to the Liquidating Trust.

### **ARTICLE IX.**

#### **Termination of Agreement**

**9.01. Termination.** Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing if any of the Purchaser's closing conditions in Section 7.02 have not been satisfied by the Closing Date (other than the condition in Section 7.02(c)), if Sellers file a Plan of



Reorganization or any amendments or modifications to the Plan that are not acceptable to and approved by Purchaser in violation of Section 5.04 or if the Bankruptcy Court will not enter the Order Confirming the Plan.

**9.02. Effect of Termination.** If this Agreement is terminated and the transactions contemplated hereby are abandoned pursuant to Section 9.01, then the parties shall not be obligated to proceed with the Closing, and this Agreement shall be of no effect, except for the provisions of this Article IX and Article X; provided, however, that such termination shall not affect the right of any party to bring an action against another party for a breach occurring prior to the termination or for a wrongful termination. In addition to any other provisions of this Agreement providing for the return or refund of the Deposit to Purchaser, if this Agreement is terminated pursuant to Section 9.01, the Deposit shall be immediately returned by Sellers to Purchaser.

**ARTICLE X.**  
**Miscellaneous.**

**10.01. Non-Survival.** None of the representations, warranties, covenants and other agreements in this Agreement shall survive the Closing, except for those covenants and agreements contained herein that by their terms apply or are to be performed in whole or in part after the Closing.

**10.02. Further Assurances.** At any time and from time to time after the Closing Date, each of the parties hereto shall, and shall cause their respective Affiliates to, upon request and without further consideration, execute and deliver such additional instruments of sale, transfer, conveyance, assignment and confirmation as may be reasonably requested in order to carry out the provisions hereof and give effect to the transactions contemplated hereby.

**10.03. Notices.** All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by recognized overnight courier, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid.

If to the Purchaser:

Avteq, Inc.  
Attention: John O'Donnell  
1151 Empire Central Drive  
Dallas, Texas 75247

With a copy (which shall not constitute notice) to:

Frank J. Wright, Esq.  
Wright Ginsberg Brusilow PC  
14755 Preston Road, Suite 600  
Dallas, TX 75254

And

David E. Brusilow, Esq.  
Wright Ginsberg Brusilow PC  
14755 Preston Road, Suite 600  
Dallas, TX 75254

If to the Sellers:

J. Scott Rose, Esq.  
Jackson Walker, L.L.P.  
2400 Weston Centre  
112 East Pecan Street  
San Antonio, TX. 78205

With a copy (which shall not constitute notice) to:

Patricia B. Tomasco  
Jackson Walker, L.L.P.  
100 Congress Avenue, Suite 1100  
Austin, Texas 78701

All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service or (iii) if sent by registered or certified mail, on the fifth business day following the day such mailing is sent. The address of any party herein may be changed at any time by written notice to the parties.

**10.04. Entire Agreement; Governing Law.** All prior negotiations and agreements between the parties hereto are superseded by this Agreement, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein or in a Schedule delivered pursuant hereto, except as modified in writing concurrently herewith or subsequent hereto. This Agreement shall be governed by and construed and interpreted according to the internal laws of the State of Texas, determined without reference to conflicts of law principles. The Court shall have exclusive jurisdiction with respect to the interpretation of this Agreement, including without limitation any disputes regarding the computation of amounts due hereunder.

**10.05. Modifications and Amendments.** The terms and provisions of this Agreement may be modified, amended or supplemented only by written agreement executed by all parties hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any

single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**10.06. Assignment/Binding Effect.** Avteq, Inc. may assign this Agreement and its rights and obligations hereunder without Sellers' consent, and upon making such an assignment and the assignee's assuming the obligations of Avteq, Inc. under this Agreement, Avteq, Inc. will be released from all duties, obligations and liability under this Agreement, and such assignee will have all the rights of Purchaser hereunder. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement neither grants nor confers any rights to any third parties. There are no third party beneficiaries to this Agreement.

**10.07. Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**10.08. Interpretation.** For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole and (d) all pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or entity or the context may require. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Schedules and Exhibits mean the Articles and Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties have been represented by legal counsel in connection with the negotiation and execution of this Agreement and, accordingly, this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

**10.09. Headings and Captions.** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

**10.10. Expenses.** Each party shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) incurred in connection with

this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

**10.11. Counterparts.** This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**10.12. Banco Popular's Execution of this Agreement.** Banco Popular executes this Agreement to evidence its agreement to the terms of this Agreement that pertain to Banco Popular, including, without limitation, the following:

- (i) Banco Popular will execute and deliver the Banco Popular Subordination Agreement. In this regard, Sellers and Purchaser acknowledge that Banco Popular may foreclose its liens encumbering the Manufacturing Facility; provided, however, that in the event of a foreclosure by Banco Popular, the terms of the Banco Popular Subordination Agreement and the Manufacturing Lease shall control.
- (ii) Banco Popular will execute and deliver the paydown letter described in Section 8.01(m) of this Agreement. Banco Popular will apply the Paydown Amount to the Banco Popular Indebtedness in this order and priority – first, to accrued unpaid interest, fees and costs (including but not limited to attorneys' fees and expenses) in accordance with the terms of the indebtedness; second, to the Interest Rate Swap Liability; and the balance to the outstanding principal amount of the Line of Credit Loan, after which the aggregate outstanding principal balance of the Banco Popular Indebtedness will be \$1,361,539.04.
- (iii) After Closing, Sellers will make monthly interest payments on the remaining principal balance of the Line of Credit Loan (at the non-default rate per annum) and will make the regularly scheduled principal and interest payments on each of Equipment Loan A and Equipment Loan B (at the non-default rate per annum) in accordance with the table below. On August 31, 2012, the aggregate outstanding principal balance of the Banco Popular Indebtedness, after applying the principal payments to each of Equipment Loan A and Equipment Loan B in accordance with the table below, will be the amount of \$1,250,000.00. On August 31, 2012, the principal amount of \$1,250,000.00 plus all accrued unpaid interest on the Line of Credit Loan and each of Equipment Loan A and Equipment Loan B will be due and payable. The payment amounts and payment dates are as follows:

LOAN	REMAINING PRINCIPAL BALANCE AFTER CLOSING	PAYMENT 07.01.2012	PAYMENT 08.01.2012
Line of Credit	\$409,617.87	\$819.24	\$2,821.81
Equipment A	\$656,646.18	\$57,481.73, combined	\$61,312.46, combined
Equipment B	\$295,274.99		
TOTAL	\$1,361,539.04	\$58,300.97	\$64,134.27

Upon receipt of such final payment, Banco Popular will release all its remaining Liens encumbering the equipment of KLN and Thurston and the Ladenson AR. Payments on the Ladenson AR made prior to such final payment will be paid to Banco Popular, and Banco Popular will hold any such Ladenson AR payments until receipt of the final payment, at which time it will release the Ladenson AR payments to the Liquidating Trust. Banco Popular will enter into an amendment to the documents evidencing the Banco Popular Indebtedness to reflect these terms.

- (iv) Banco Popular acknowledges and agrees that the Plan of Reorganization will include its agreement to release its Liens encumbering the Assets as well as any cross-collateralization of other loans with Affiliates of Sellers which have not filed for bankruptcy protection, except that Banco Popular will retain its Liens encumbering the equipment of KLN and Thurston and the Ladenson AR until payment of the remaining balance of the Banco Popular Indebtedness in accordance with Section 10.12(iii) of this Agreement.
- (v) Banco Popular will have a security interest in the Deposit but will release the security interest in the event the Deposit is refunded to Purchaser in accordance with the terms of this Agreement or in connection with the Closing for the application of the Deposit to the Purchase Price.

**10.13 Execution of this Agreement by 4200 Pan Am LLC.** 4200 Pan Am LLC acknowledges that, as an Affiliate of the Sellers and the owner of the Manufacturing Facility, it will benefit from the terms of this Agreement pertaining to the Manufacturing Lease and that it agrees to prepare and file a plan of reorganization in its bankruptcy proceedings that includes its entering into, executing and delivering (a) the Manufacturing Lease containing the terms for said lease set out in this Agreement and (b) the Banco Popular Subordination Agreement.



**10.14 Section 338 Elections.** The Purchaser may, at its option, elect to have some or all of the Transactions treated as a deemed sale of assets pursuant to Section 338(g) of the Code (each a "**Section 338(g) Election**"), and, in such event, the Sellers agree to cooperate and to prepare, execute and deliver such documents as may be necessary to effect such Section 338(g) Elections by the Purchaser.

The Purchaser may also, at its option, elect to have some or all of the Transactions treated as a deemed sale of assets pursuant to Section 338(h)(10) of the Code, and, in such event, the Sellers agree to join with the Purchaser in making one or more joint elections under Section 338(h)(10) of the Code (each a "**Section 338(h)(10) Election**") for all such Transactions. The Sellers agree to cooperate and to prepare, execute and deliver such documents as may be necessary to affect any Section 338(h)(10) Elections.

In the event the Purchaser determines that any Section 338(g) or 338(h)(10) Elections should be made, the Sellers and the Purchaser agree that the portion of the Purchase Price allocated to the Securities of each Seller shall be further allocated in the manner described in this Section. With respect to each Section 338(g) or 338(h)(10) Election, the Purchaser shall determine (i) the aggregate deemed sale price (as defined in Treasury Regulation 1.338-4) (the "**ADSP**") and (ii) the allocation of the ADSP among the assets of each of the entities making a Section 338(g) or 338(h)(10) election (collectively, the "**338 Election Allocations**"). The 338 Election Allocations shall be reasonable and shall be determined by the Purchaser in accordance with Section 338 of the Code and the applicable Treasury Regulations thereunder. The Purchaser and the Sellers shall jointly prepare, consistent with the 338 Election Allocations (if any), any form or document required to effect a valid and timely Section 338(g) or 338(h)(10) election. The Sellers and the Purchaser shall file, or cause to be filed, all Tax Returns in a manner consistent with the 338 Election Allocations (if any).

**10.15 Cooperation.** On and after the Closing Date for a period of six (6) months, Purchaser agrees to cooperate with the Liquidating Trust in connection with Avoidance Actions, the collection by the Liquidating Trust of accounts receivable included in the Contributed Assets and the assertion and prosecution by the Liquidating Trust of objections to claims by providing access to the Liquidating Trust and its agents and representatives (such as counsel, accountants and financial advisors), during regular business hours, to necessary or reasonably relevant documents, instruments, books and records for such purposes and uses (the "**Documents**") (including those maintained in electronic format and original documents), to the extent that the Documents are in Purchaser's possession, after reasonable written notice to Purchaser (but in no event less than three (3) business days). Purchaser may provide such access at its offices, manufacturing facilities or other location selected by Purchaser. The Liquidating Trust may make copies of the Documents at its own expense.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Purchaser, and the Sellers have each caused this Agreement to be executed by it or its duly authorized officer all as of the day and year first above written.

**PURCHASER:**

**AVTEQ, INC.**

By \_\_\_\_\_  
Kelly O'Donnell, President

**SELLERS:**

**KLN STEEL PRODUCTS COMPANY LLC**

By \_\_\_\_\_  
Edward J. Herman, President

**DEHLER MANUFACTURING, INC.**

By \_\_\_\_\_  
Edward J. Herman, President

**FURNITURE BY THURSTON, INC.**

By \_\_\_\_\_  
Edward J. Herman, President

*[Signature Page to Securities Purchase Agreement]*



The undersigned, Banco Popular North American, executes this Agreement to evidence its agreement to the terms of Section 10.12.

**BANCO POPULAR NORTH AMERICA**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

The undersigned, 4200 Pan Am LLC, executes this Agreement to evidence its agreement to the terms of Section 10.13.

**4200 PAN AM LLC,**  
a Delaware limited liability company

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[Signature Page to Securities Purchase Agreement]*

Dehler Manufacturing Co., Inc.

Case No. 11-12856

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
ABC PRINTING CO.	5654 N. ELSTON AVE.	CHICAGO	IL	60646-0000	9/7/2011	156.36		
						156.36		
AIRGAS NORTH CENTRAL	P.O. BOX 802588	CHICAGO	IL	60680-2588	8/29/2011	190.36		
AIRGAS NORTH CENTRAL	P.O. BOX 802588	CHICAGO	IL	60680-2588	9/1/2011	190.36		
AIRGAS NORTH CENTRAL	P.O. BOX 802588	CHICAGO	IL	60680-2588	9/8/2011	190.36		
AIRGAS NORTH CENTRAL	P.O. BOX 802588	CHICAGO	IL	60680-2588	9/19/2011	95.18		
AIRGAS NORTH CENTRAL	P.O. BOX 802588	CHICAGO	IL	60680-2588	9/29/2011	95.18		
AIRGAS NORTH CENTRAL	P.O. BOX 802588	CHICAGO	IL	60680-2588	11/3/2011	95.18		
						856.62	5,320.83	
ALADDIN STEEL CO., INC.	P.O. BOX 89	GILLESPIE	IL	62033-0089	8/24/2011	455.27		
ALADDIN STEEL CO., INC.	P.O. BOX 89	GILLESPIE	IL	62033-0089	8/30/2011	455.27		
ALADDIN STEEL CO., INC.	P.O. BOX 89	GILLESPIE	IL	62033-0089	9/7/2011	455.27		
ALADDIN STEEL CO., INC.	P.O. BOX 89	GILLESPIE	IL	62033-0089	9/16/2011	227.63		
ALADDIN STEEL CO., INC.	P.O. BOX 89	GILLESPIE	IL	62033-0089	9/23/2011	227.63		
ALADDIN STEEL CO., INC.	P.O. BOX 89	GILLESPIE	IL	62033-0089	11/1/2011	227.63		
						2,048.70	28,909.61	
ALLE LTD	P.O. BOX 961	AMHERST	NY	14226-0000	8/24/2011	264.05		
ALLE LTD	P.O. BOX 961	AMHERST	NY	14226-0000	9/1/2011	264.05		
ALLE LTD	P.O. BOX 961	AMHERST	NY	14226-0000	9/8/2011	264.05		
ALLE LTD	P.O. BOX 961	AMHERST	NY	14226-0000	9/19/2011	132.02		
ALLE LTD	P.O. BOX 961	AMHERST	NY	14226-0000	10/11/2011	132.02		
ALLE LTD	P.O. BOX 961	AMHERST	NY	14226-0000	10/11/2011	132.02		
						1,188.21	16,502.84	
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA	OK	74120-0000	8/24/2011	288.77		
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA	OK	74120-0000	8/24/2011	288.77		
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA	OK	74120-0000	8/31/2011	288.77		
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA	OK	74120-0000	9/7/2011	288.77		
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA	OK	74120-0000	9/20/2011	144.38		
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA	OK	74120-0000	9/23/2011	144.38		
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA	OK	74120-0000	9/23/2011	144.38		
						1,588.22	18,742.17	
AMADA CAPITAL CORPORATION	P.O. BOX 31001-1445	PASADENA	CA	91110-1445	9/7/2011	11,906.36		
AMADA CAPITAL CORPORATION	P.O. BOX 31001-1445	PASADENA	CA	91110-1445	10/12/2011	11,906.36		
						23,812.72	398,229.41	
AMERICAN BEDDING	P.O. BOX 1048	ATHENS	TN	37371-0000	8/25/2011	1,592.04		
AMERICAN BEDDING	P.O. BOX 1048	ATHENS	TN	37371-0000	8/31/2011	1,592.04		
AMERICAN BEDDING	P.O. BOX 1048	ATHENS	TN	37371-0000	9/7/2011	1,592.04		
AMERICAN BEDDING	P.O. BOX 1048	ATHENS	TN	37371-0000	9/20/2011	796.02		
						5,572.14	101,890.30	
AMERICAN EXPRESS	BOX 0001	LOS ANGELES	CA	90096-0001	9/20/2011	42,517.49		
AMERICAN EXPRESS	BOX 0001	LOS ANGELES	CA	90096-0001	10/24/2011	23,269.34		
						65,786.83		
AMERICAN HOTEL REGISTER CO.	16458 COLLECTIONS CENTER DRIVE	CHICAGO	IL	60693-0000	9/8/2011	1,556.25		
						1,556.25	680.00	
AMERICAN METAL PERFORATING, INC.	3201 WEST 36TH PLACE	CHICAGO	IL	60632-2741	8/25/2011	129.13		
AMERICAN METAL PERFORATING, INC.	3201 WEST 36TH PLACE	CHICAGO	IL	60632-2741	8/31/2011	129.13		
AMERICAN METAL PERFORATING, INC.	3201 WEST 36TH PLACE	CHICAGO	IL	60632-2741	9/13/2011	129.13		
AMERICAN METAL PERFORATING, INC.	3201 WEST 36TH PLACE	CHICAGO	IL	60632-2741	9/21/2011	64.56		
AMERICAN METAL PERFORATING, INC.	3201 WEST 36TH PLACE	CHICAGO	IL	60632-2741	9/30/2011	64.56		
						516.51	8,199.41	
AMERICOATS	3429 N. RUNGE	FRANKLIN PARK	IL	60131-0000	8/24/2011	755.19		
AMERICOATS	3429 N. RUNGE	FRANKLIN PARK	IL	60131-0000	8/31/2011	755.19		
AMERICOATS	3429 N. RUNGE	FRANKLIN PARK	IL	60131-0000	9/8/2011	755.19		
AMERICOATS	3429 N. RUNGE	FRANKLIN PARK	IL	60131-0000	9/16/2011	377.60		
AMERICOATS	3429 N. RUNGE	FRANKLIN PARK	IL	60131-0000	9/23/2011	377.60		
AMERICOATS	3429 N. RUNGE	FRANKLIN PARK	IL	60131-0000	11/3/2011	377.60		
						3,398.37	44,832.82	
ARKANSAS LAMP MANUFACTURING CO.	P.O. BOX 452	VAN BUREN	AR	72957-0000	8/30/2011	410.11		

Dehler Manufacturing Co., Inc.

Case No. 11-12856

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
ARKANSAS LAMP MANUFACTURING CO.	P.O. BOX 452	VAN BUREN	AR	72957-0000	9/7/2011	410.11		
ARKANSAS LAMP MANUFACTURING CO.	P.O. BOX 452	VAN BUREN	AR	72957-0000	9/15/2011	205.06		
ARKANSAS LAMP MANUFACTURING CO.	P.O. BOX 452	VAN BUREN	AR	72957-0000	9/15/2011	205.06		
ARKANSAS LAMP MANUFACTURING CO.	P.O. BOX 452	VAN BUREN	AR	72957-0000	9/28/2011	205.06		
ARKANSAS LAMP MANUFACTURING CO.	P.O. BOX 452	VAN BUREN	AR	72957-0000	9/28/2011	205.06		
ARKANSAS LAMP MANUFACTURING CO.	P.O. BOX 452	VAN BUREN	AR	72957-0000	11/4/2011	410.11		
						2,050.57	23,057.84	
ARP ASSOCIATES	311 BOOTH DRIVE	BELLMAWR	NJ	08031-0000	8/26/2011	625.00		
ARP ASSOCIATES	311 BOOTH DRIVE	BELLMAWR	NJ	08031-0000	8/26/2011	625.00		
ARP ASSOCIATES	311 BOOTH DRIVE	BELLMAWR	NJ	08031-0000	9/12/2011	625.00		
ARP ASSOCIATES	311 BOOTH DRIVE	BELLMAWR	NJ	08031-0000	9/12/2011	10,000.00		
ARP ASSOCIATES	311 BOOTH DRIVE	BELLMAWR	NJ	08031-0000	9/12/2011	625.00		
ARP ASSOCIATES	311 BOOTH DRIVE	BELLMAWR	NJ	08031-0000	9/19/2011	312.50		
ARP ASSOCIATES	311 BOOTH DRIVE	BELLMAWR	NJ	08031-0000	9/21/2011	10,000.00		
ARP ASSOCIATES	311 BOOTH DRIVE	BELLMAWR	NJ	08031-0000	9/23/2011	25,000.00		
ARP ASSOCIATES	311 BOOTH DRIVE	BELLMAWR	NJ	08031-0000	9/23/2011	312.50		
ARP ASSOCIATES	311 BOOTH DRIVE	BELLMAWR	NJ	08031-0000	10/26/2011	10,000.00		
ARP ASSOCIATES	311 BOOTH DRIVE	BELLMAWR	NJ	08031-0000	10/26/2011	312.50		
ARP ASSOCIATES	311 BOOTH DRIVE	BELLMAWR	NJ	08031-0000	10/26/2011	7,500.00		
						65,937.50	139,062.50	
ARP ASSOCIATES, LLC	311 BOOTH DRIVE	BELLMAWR	NJ	08031-0000	8/26/2011	10,000.00		
						10,000.00		
AT&T	P.O. BOX 8100	AURORA	IL	60663-8100	8/29/2011	768.88		
AT&T	PAYMENT CENTER	SACRAMENTO	CA	95887-0001	9/7/2011	126.75		
AT&T	PAYMENT CENTER	SACRAMENTO	CA	95887-0001	9/9/2011	375.25		
AT&T	PAYMENT CENTER	SACRAMENTO	CA	95887-0001	9/13/2011	8,915.31		
AT&T	P.O. BOX 105068	ATLANTA	GA	30348-5068	9/23/2011	328.04		
AT&T	P.O. BOX 105068	ATLANTA	GA	30348-5068	9/23/2011	36.10		
AT&T	PAYMENT CENTER	SACRAMENTO	CA	95887-0001	10/21/2011	375.25		
AT&T	P.O. BOX 105068	ATLANTA	GA	30348-5068	10/24/2011	36.10		
AT&T	P.O. BOX 105068	ATLANTA	GA	30348-5068	10/24/2011	328.04		
AT&T	PAYMENT CENTER	SACRAMENTO	CA	95887-0001	11/3/2011	4,412.33		
						15,702.05		
AT&T MOBILITY	P.O. BOX 6463	CAROL STREAM	IL	60197-6463	9/19/2011	761.52		
AT&T MOBILITY	P.O. BOX 6463	CAROL STREAM	IL	60197-6463	9/19/2011	130.64		
AT&T MOBILITY	P.O. BOX 6463	CAROL STREAM	IL	60197-6463	10/21/2011	762.80		
AT&T MOBILITY	P.O. BOX 6463	CAROL STREAM	IL	60197-6463	10/21/2011	115.24		
						1,770.20	2,229.86	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL	60018-0000	9/22/2011	6,089.35		
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL	60018-0000	10/14/2011	110,198.54		
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL	60018-0000	10/14/2011	46,460.08		
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL	60018-0000	10/14/2011	37,802.49		
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL	60018-0000	10/14/2011	12,881.52		
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL	60018-0000	10/14/2011	6,042.30		
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL	60018-0000	10/14/2011	4,573.57		
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL	60018-0000	10/27/2011	5,589.61		
						229,637.46		
BANK OF AMERICA	P.O. BOX 15220, SUITE 222	WILMINGTON	DE	19886-5220	9/7/2011	1,251.79		
BANK OF AMERICA	P.O. BOX 15220, SUITE 222	WILMINGTON	DE	19886-5220	10/12/2011	1,251.79		
						2,503.58		
BEE TRUCKING, INC.	9540 BALL STREET	SAN ANTONIO	TX	78217-0000	8/30/2011	31.17		
BEE TRUCKING, INC.	9540 BALL STREET	SAN ANTONIO	TX	78217-0000	9/7/2011	31.17		
BEE TRUCKING, INC.	9540 BALL STREET	SAN ANTONIO	TX	78217-0000	9/14/2011	15.59		
						77.93	2,010.62	
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	8/25/2011	4,307.82		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	8/31/2011	4,307.82		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	9/12/2011	4,307.82		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	9/19/2011	2,153.91		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	11/1/2011	2,153.91		
						17,231.28	273,546.56	

Dehler Manufacturing Co., Inc.

Case No. 11-12856

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
BLACKMAN KALLICK BARTELSTEIN, LLP	10 SOUTH RIVERSIDE PLAZA, 9TH FLOOR	CHICAGO	IL	60678-1279	8/26/2011	248.13		
BLACKMAN KALLICK BARTELSTEIN, LLP	10 SOUTH RIVERSIDE PLAZA, 9TH FLOOR	CHICAGO	IL	60678-1279	8/31/2011	248.13		
BLACKMAN KALLICK BARTELSTEIN, LLP	10 SOUTH RIVERSIDE PLAZA, 9TH FLOOR	CHICAGO	IL	60678-1279	9/9/2011	248.13		
BLACKMAN KALLICK BARTELSTEIN, LLP	10 SOUTH RIVERSIDE PLAZA, 9TH FLOOR	CHICAGO	IL	60678-1279	9/12/2011	2,500.00		
BLACKMAN KALLICK BARTELSTEIN, LLP	10 SOUTH RIVERSIDE PLAZA, 9TH FLOOR	CHICAGO	IL	60678-1279	9/19/2011	124.07		
BLACKMAN KALLICK BARTELSTEIN, LLP	10 SOUTH RIVERSIDE PLAZA, 9TH FLOOR	CHICAGO	IL	60678-1279	9/21/2011	2,500.00		
BLACKMAN KALLICK BARTELSTEIN, LLP	10 SOUTH RIVERSIDE PLAZA, 9TH FLOOR	CHICAGO	IL	60678-1279	10/4/2011	2,500.00		
BLACKMAN KALLICK BARTELSTEIN, LLP	10 SOUTH RIVERSIDE PLAZA, 9TH FLOOR	CHICAGO	IL	60678-1279	10/4/2011	124.07		
						8,492.53	55,175.37	
BLUE CROSS BLUE SHIELD	BOX 1186	CHICAGO	IL	60690-0000	9/21/2011	562.00		
						562.00	562.00	
BRUCE PACKAGING	8131 N. RIDGEWAY	SKOKIE	IL	60076-0000	8/30/2011	2,060.87		
						2,060.87	-	
CARDINAL PALLET COMPANY	P.O. BOX 09052	CHICAGO	IL	60609-0000	8/26/2011	156.47		
CARDINAL PALLET COMPANY	P.O. BOX 09052	CHICAGO	IL	60609-0000	8/30/2011	156.47		
CARDINAL PALLET COMPANY	P.O. BOX 09052	CHICAGO	IL	60609-0000	9/7/2011	156.47		
CARDINAL PALLET COMPANY	P.O. BOX 09052	CHICAGO	IL	60609-0000	9/20/2011	78.24		
CARDINAL PALLET COMPANY	P.O. BOX 09052	CHICAGO	IL	60609-0000	9/30/2011	78.24		
						625.89	10,014.23	
CARDMEMBER SERVICES	P.O. BOX 15325	WILMINGTON	DE	19886-5325	9/13/2011	8,384.85		
						8,384.85	-	
CENTRAL STEEL & WIRE CO.	P. O. BOX 5100	CHICAGO	IL	60680-5100	8/25/2011	347.87		
CENTRAL STEEL & WIRE CO.	P. O. BOX 5100	CHICAGO	IL	60680-5100	9/1/2011	347.87		
CENTRAL STEEL & WIRE CO.	P. O. BOX 5100	CHICAGO	IL	60680-5100	9/8/2011	347.87		
CENTRAL STEEL & WIRE CO.	P. O. BOX 5100	CHICAGO	IL	60680-5100	9/19/2011	173.93		
CENTRAL STEEL & WIRE CO.	P. O. BOX 5100	CHICAGO	IL	60680-5100	9/20/2011	4,692.00		
CENTRAL STEEL & WIRE CO.	P. O. BOX 5100	CHICAGO	IL	60680-5100	10/19/2011	173.93		
						6,083.47	22,089.60	
CHARTIS	22427 NETWORK PLACE	CHICAGO	IL	60673-1224	9/6/2011	832.00		
CHARTIS	22427 NETWORK PLACE	CHICAGO	IL	60673-1224	10/17/2011	832.00		
						1,664.00	832.00	
CHASE CARD SERVICES	P.O. BOX 15153	WILMINGTON	DE	19886-5153	10/17/2011	4,894.62		
						4,894.62	-	
CHICAGO CONSUMABLES, INC.	2056 S. EASTWOOD DR	WOODSTOCK	IL	60098-0000	8/31/2011	1,205.35		
						1,205.35	-	
CHUBB GROUP OF INSURANCE	P.O. BOX 7247-0180	PHILADELPHIA	PA	19170-0180	9/15/2011	280.19		
CHUBB GROUP OF INSURANCE	P.O. BOX 7247-0180	PHILADELPHIA	PA	19170-0180	10/19/2011	280.19		
						560.38	-	
CINTAS CORPORATION #21	P.O. BOX 5	BEDFORD PARK	IL	60499-0005	9/30/2011	148.52		
CINTAS CORPORATION #21	P.O. BOX 5	BEDFORD PARK	IL	60499-0005	11/4/2011	100.88		
						249.40	42.10	
CITY OF CHGO DEPT. OF WATER	BUREAU OF WATER SERVICES P.O. BOX 6330	CHICAGO	IL	60680-6330	9/29/2011	22.38		
						22.38	-	
CONTRACT DECOR, INC	72-184 NORTH SHORE STREET	THOUSAND PALMS	CA	92276-0000	8/30/2011	259.62		
CONTRACT DECOR, INC	72-184 NORTH SHORE STREET	THOUSAND PALMS	CA	92276-0000	9/8/2011	259.62		
CONTRACT DECOR, INC	72-184 NORTH SHORE STREET	THOUSAND PALMS	CA	92276-0000	9/15/2011	129.81		
CONTRACT DECOR, INC	72-184 NORTH SHORE STREET	THOUSAND PALMS	CA	92276-0000	9/15/2011	129.81		
CONTRACT DECOR, INC	72-184 NORTH SHORE STREET	THOUSAND PALMS	CA	92276-0000	9/23/2011	129.81		
CONTRACT DECOR, INC	72-184 NORTH SHORE STREET	THOUSAND PALMS	CA	92276-0000	9/23/2011	129.81		
						1,038.48	16,226.09	
COOK COUNTY TREASURER	P.O. BOX 4488	CAROL STREAM	IL	60197-0488	10/21/2011	1,767.59		
COOK COUNTY TREASURER	P.O. BOX 4488	CAROL STREAM	IL	60197-0488	10/24/2011	2,164.50		
COOK COUNTY TREASURER	P.O. BOX 4488	CAROL STREAM	IL	60197-0488	11/3/2011	18,770.52		
						22,702.61	-	
CORNERGUARD PACKAGING	3523 CROUCH STREET	LAFAYETTE	IN	47905-0000	9/2/2011	2,115.10		

Dehler Manufacturing Co., Inc.

Case No. 11-12856

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
							2,115.10	-
COX MOULDING	P.O. BOX 449	GARRETT	IN	46738-0000	8/25/2011	138.89		
COX MOULDING	P.O. BOX 449	GARRETT	IN	46738-0000	8/31/2011	138.89		
COX MOULDING	P.O. BOX 449	GARRETT	IN	46738-0000	9/13/2011	138.89		
COX MOULDING	P.O. BOX 449	GARRETT	IN	46738-0000	9/13/2011	138.89		
COX MOULDING	P.O. BOX 449	GARRETT	IN	46738-0000	10/6/2011	69.44		
COX MOULDING	P.O. BOX 449	GARRETT	IN	46738-0000	10/6/2011	69.44		
							694.44	8,819.45
CTLTC	4240 PAYSHERE CIRCLE	CHICAGO	IL	60674-0042	9/30/2011	225.00		
							225.00	-
DAVIS FURNITURE INDUSTRIES, INC.	2401 S COLLEGE DR.	HIGH POINT	NC	27260-0000	8/31/2011	1,460.77		
DAVIS FURNITURE INDUSTRIES, INC.	2401 S COLLEGE DR.	HIGH POINT	NC	27260-0000	10/13/2011	1,460.78		
							2,921.55	-
DAWN STEEL COMPANY	14516 JOHN HUMPHREY DR.	ORLAND PARK	IL	60462-0000	8/30/2011	1,422.25		
							1,422.25	-
DEPARTMENT OF LABOR-OSHA	701 LEE STREET, SUITE 950	DES PLAINES	IL	60018-0000	9/19/2011	3,750.00		
DEPARTMENT OF LABOR-OSHA	701 LEE STREET, SUITE 950	DES PLAINES	IL	60018-0000	10/24/2011	3,750.00		
							7,500.00	-
DORMLIFE, LLC	320 OCEANVIEW DR.	SAN MARCOS	CA	92078-0000	9/21/2011	1,456.00		
							1,456.00	-
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	8/24/2011	416.19		
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	9/1/2011	416.19		
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	9/8/2011	416.19		
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	9/16/2011	208.09		
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	9/29/2011	208.09		
							1,664.75	26,636.09
ECLIPSE MANUFACTURING COMPANY	115 OAKWOOD ROAD	LAKE ZURICH	IL	60047-0000	8/30/2011	1,275.50		
							1,275.50	-
ECONO TRADING COMPANY	500 S. INDEPENDENCE AVE.	ROCKFORD	IL	61102-0000	10/4/2011	55.84		
							55.84	-
EDENS EXPRESS	1422 W WILLOW, 102	CHICAGO	IL	60622-0000	9/12/2011	52.77		
							52.77	-
EXEL TRANS SERVS, INC	C/O HARRIS BANK	CHICAGO	IL	60694-0000	8/29/2011	77.78		
EXEL TRANS SERVS, INC	C/O HARRIS BANK	CHICAGO	IL	60694-0000	9/2/2011	77.78		
EXEL TRANS SERVS, INC	C/O HARRIS BANK	CHICAGO	IL	60694-0000	9/12/2011	77.78		
EXEL TRANS SERVS, INC	C/O HARRIS BANK	CHICAGO	IL	60694-0000	9/19/2011	38.89		
EXEL TRANS SERVS, INC	C/O HARRIS BANK	CHICAGO	IL	60694-0000	9/30/2011	38.89		
EXEL TRANS SERVS, INC	C/O HARRIS BANK	CHICAGO	IL	60694-0000	11/1/2011	38.89		
							350.01	3,838.87
FINN LANDSCAPE	558 FOREST AVENUE	RIVER FOREST	IL	60305-0000	9/20/2011	750.00		
FINN LANDSCAPE	558 FOREST AVENUE	RIVER FOREST	IL	60305-0000	10/5/2011	590.00		
							1,340.00	-
FIRST-ACCESS	5050 N RIVER RD	SCHILLER PARK	IL	60176-0000	8/30/2011	337.96		
							337.96	-
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	8/24/2011	709.56		
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	8/31/2011	709.56		
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	9/8/2011	709.56		
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	9/16/2011	354.78		
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	9/16/2011	354.78		
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	9/29/2011	354.78		
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	9/29/2011	354.78		
							3,547.80	30,510.96
FORD CREDIT	P.O. BOX 790093	ST. LOUIS	MO	63179-0093	9/6/2011	657.92		
FORD CREDIT	P.O. BOX 790093	ST. LOUIS	MO	63179-0093	10/12/2011	657.92		

Dehler Manufacturing Co., Inc.

Case No. 11-12856

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
					1,315.84	-
FORT DEARBORN ENTERPRISES, INC.	4115 WEST ST. CHARLES ROAD	BELLWOOD	IL 60104-0000	8/30/2011	1,725.20	
FORT DEARBORN ENTERPRISES, INC.	4115 WEST ST. CHARLES ROAD	BELLWOOD	IL 60104-0000	11/1/2011	1,383.68	
					3,108.88	-
HEALTHCARE SERVICE CORPORATION	P.O. BOX 1186	CHICAGO	IL 60690-1186	9/13/2011	2,520.55	
HEALTHCARE SERVICE CORPORATION	P.O. BOX 1186	CHICAGO	IL 60690-1186	11/3/2011	7,147.73	
					9,668.28	7,923.91
HIGH POINT FURNITURE INDUSTRIES	P. O. BOX 890676	CHARLOTTE	NC 28289-0011	8/26/2011	1,442.31	
HIGH POINT FURNITURE INDUSTRIES	P. O. BOX 890676	CHARLOTTE	NC 28289-0011	8/29/2011	186.24	
HIGH POINT FURNITURE INDUSTRIES	P. O. BOX 890676	CHARLOTTE	NC 28289-0011	8/29/2011	186.24	
HIGH POINT FURNITURE INDUSTRIES	P. O. BOX 890676	CHARLOTTE	NC 28289-0011	8/30/2011	186.24	
HIGH POINT FURNITURE INDUSTRIES	P. O. BOX 890676	CHARLOTTE	NC 28289-0011	8/31/2011	1,442.31	
HIGH POINT FURNITURE INDUSTRIES	P. O. BOX 890676	CHARLOTTE	NC 28289-0011	9/7/2011	186.24	
HIGH POINT FURNITURE INDUSTRIES	P. O. BOX 890676	CHARLOTTE	NC 28289-0011	9/9/2011	1,442.31	
HIGH POINT FURNITURE INDUSTRIES	P. O. BOX 890676	CHARLOTTE	NC 28289-0011	9/19/2011	721.15	
HIGH POINT FURNITURE INDUSTRIES	P. O. BOX 890676	CHARLOTTE	NC 28289-0011	9/19/2011	93.12	
HIGH POINT FURNITURE INDUSTRIES	P. O. BOX 890676	CHARLOTTE	NC 28289-0011	9/23/2011	93.12	
HIGH POINT FURNITURE INDUSTRIES	P. O. BOX 890676	CHARLOTTE	NC 28289-0011	10/7/2011	721.15	
HIGH POINT FURNITURE INDUSTRIES	P. O. BOX 890676	CHARLOTTE	NC 28289-0011	11/1/2011	93.12	
					6,793.55	92,339.28
HINCKLEY SPRING WATER COMPANY	P.O. BOX 660579	DALLAS	TX 75266-0579	9/1/2011	113.45	
					113.45	-
HOSPI-TEL MFG. CO.	P.O. BOX 7005	BLOOMFIELD	NJ 07003-7005	11/1/2011	1,829.20	
					1,829.20	-
ILLINOIS PAPER CO.	6 TERRITORIAL COURT	BOLINGBROOK	IL 60440-0000	9/7/2011	240.86	
					240.86	-
IMPERIAL PLATING COMPANY	7030 W. 60TH ST.	CHICAGO	IL 60638-0000	8/29/2011	84.16	
IMPERIAL PLATING COMPANY	7030 W. 60TH ST.	CHICAGO	IL 60638-0000	8/30/2011	84.16	
IMPERIAL PLATING COMPANY	7030 W. 60TH ST.	CHICAGO	IL 60638-0000	9/7/2011	84.16	
IMPERIAL PLATING COMPANY	7030 W. 60TH ST.	CHICAGO	IL 60638-0000	9/19/2011	42.08	
					294.56	5,386.00
INTEGRA, INC.	P.O. BOX M	WALWORTH	WI 53184-0000	8/25/2011	411.93	
INTEGRA, INC.	P.O. BOX M	WALWORTH	WI 53184-0000	8/30/2011	411.93	
INTEGRA, INC.	P.O. BOX M	WALWORTH	WI 53184-0000	9/7/2011	411.93	
INTEGRA, INC.	P.O. BOX M	WALWORTH	WI 53184-0000	9/16/2011	205.97	
INTEGRA, INC.	P.O. BOX M	WALWORTH	WI 53184-0000	9/23/2011	205.97	
					1,647.73	21,157.75
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE	FOXBORO	MA 02035-1367	8/29/2011	1,637.15	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE	FOXBORO	MA 02035-1367	9/2/2011	1,637.15	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE	FOXBORO	MA 02035-1367	9/8/2011	1,637.15	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE	FOXBORO	MA 02035-1367	9/19/2011	818.57	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE	FOXBORO	MA 02035-1367	9/19/2011	818.57	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE	FOXBORO	MA 02035-1367	10/24/2011	818.57	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE	FOXBORO	MA 02035-1367	10/24/2011	818.57	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE	FOXBORO	MA 02035-1367	11/3/2011	1,637.15	
					9,822.88	66,704.92
JACKSON NATIONAL LIFE INS CO.	P.O. BOX 24008	LANSING	MI 48909-4008	8/29/2011	1,004.90	
JACKSON NATIONAL LIFE INS CO.	P.O. BOX 24008	LANSING	MI 48909-4008	8/29/2011	628.60	
					1,631.50	-
JOHN MORREALE	1433 COVENTRY RD	SCHAUMBURG	IL 60195-0000	8/30/2011	1,502.50	
					1,502.50	-
JOSEPH T. RYERSON & SON, INC	24487 NETWORK PLACE	CHICAGO	IL 60673-1244	8/29/2011	772.12	
JOSEPH T. RYERSON & SON, INC	24487 NETWORK PLACE	CHICAGO	IL 60673-1244	8/31/2011	772.12	
JOSEPH T. RYERSON & SON, INC	24487 NETWORK PLACE	CHICAGO	IL 60673-1244	9/9/2011	772.12	
JOSEPH T. RYERSON & SON, INC	24487 NETWORK PLACE	CHICAGO	IL 60673-1244	9/16/2011	386.06	
JOSEPH T. RYERSON & SON, INC	24487 NETWORK PLACE	CHICAGO	IL 60673-1244	9/29/2011	386.06	
JOSEPH T. RYERSON & SON, INC	24487 NETWORK PLACE	CHICAGO	IL 60673-1244	11/3/2011	386.06	

Dehler Manufacturing Co., Inc.

Case No. 11-12856

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
							3,474.54	49,129.91
K & S AUTOMATIC SPRINKLERS INC.	2619 CONGRESS STREET	BELLWOOD	IL	60104-2400	9/12/2011	540.00	540.00	-
KNAPPE & VOGT MANUFACTURING COMPANY	39837 TREASURY CENTER	CHICAGO	IL	60694-9800	8/30/2011	166.53		
KNAPPE & VOGT MANUFACTURING COMPANY	39837 TREASURY CENTER	CHICAGO	IL	60694-9800	9/2/2011	166.53		
KNAPPE & VOGT MANUFACTURING COMPANY	39837 TREASURY CENTER	CHICAGO	IL	60694-9800	9/12/2011	166.53		
KNAPPE & VOGT MANUFACTURING COMPANY	39837 TREASURY CENTER	CHICAGO	IL	60694-9800	9/19/2011	83.26		
KNAPPE & VOGT MANUFACTURING COMPANY	39837 TREASURY CENTER	CHICAGO	IL	60694-9800	9/30/2011	83.26		
KNAPPE & VOGT MANUFACTURING COMPANY	39837 TREASURY CENTER	CHICAGO	IL	60694-9800	11/1/2011	83.26		
							749.37	10,574.51
LEMKE SCREW PRODUCTS	4911 WEST GRAND AVE	CHICAGO	IL	60639-4412	8/30/2011	1,050.00	1,050.00	-
LEONARDO AND COMPANY	P.O. BOX 480447	NILES	IL	60714-0000	10/5/2011	1,395.00		
LEONARDO AND COMPANY	P.O. BOX 480447	NILES	IL	60714-0000	11/3/2011	270.00		
							1,665.00	-
LEXUS FINANCIAL SERVICES	P.O. BOX 5855	CAROL STREAM	IL	60197-5855	9/7/2011	1,838.13		
LEXUS FINANCIAL SERVICES	P.O. BOX 4102	CAROL STREAM	IL	60197-4102	9/7/2011	967.92		
LEXUS FINANCIAL SERVICES	P.O. BOX 5855	CAROL STREAM	IL	60197-5855	9/20/2011	983.51		
LEXUS FINANCIAL SERVICES	P.O. BOX 5855	CAROL STREAM	IL	60197-5855	10/12/2011	1,838.14		
LEXUS FINANCIAL SERVICES	P.O. BOX 5855	CAROL STREAM	IL	60197-5855	10/12/2011	983.51		
LEXUS FINANCIAL SERVICES	P.O. BOX 4102	CAROL STREAM	IL	60197-4102	10/12/2011	967.92		
LEXUS FINANCIAL SERVICES	P.O. BOX 4102	CAROL STREAM	IL	60197-4102	11/3/2011	967.92		
							8,547.05	-
LIBERTY PROPANE	P.O. BOX 458	LEMONT	IL	60439-0458	8/30/2011	167.93	167.93	-
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	8/24/2011	8,291.01		
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	8/31/2011	8,291.01		
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/9/2011	8,291.01		
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/19/2011	4,145.51		
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/19/2011	4,145.51		
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/23/2011	4,145.51		
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/23/2011	4,145.51		
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	11/1/2011	4,145.51		
							45,600.58	518,260.30
LITEXPRESS, INC	P.O. BOX 250	DOWNERS GROVE	IL	60515-0000	9/8/2011	690.00	690.00	-
LUCIA ZAMORA	2512 W. AUGUSTA BLVD 1F	CHICAGO	IL	60622-0000	8/26/2011	246.53		
LUCIA ZAMORA	2512 W. AUGUSTA BLVD 1F	CHICAGO	IL	60622-0000	9/8/2011	246.53		
LUCIA ZAMORA	2512 W. AUGUSTA BLVD 1F	CHICAGO	IL	60622-0000	9/15/2011	246.53		
LUCIA ZAMORA	2512 W. AUGUSTA BLVD 1F	CHICAGO	IL	60622-0000	10/4/2011	246.53		
							986.12	246.53
MACKE WATER SYSTEM	P.O. BOX 545	WEELING	IL	60090-0545	8/30/2011	313.50	313.50	-
MIDAMERICAN ENERGY	P.O. BOX 8020	DAVENPORT	IA	52808-8020	9/7/2011	2,668.64		
MIDAMERICAN ENERGY	P.O. BOX 8020	DAVENPORT	IA	52808-8020	10/18/2011	2,540.74		
							5,209.38	2,060.10
MONARCH STEEL COMPANY	25374 NETWORK PLACE	CHICAGO	IL	60673-1253	8/24/2011	2,452.83		
MONARCH STEEL COMPANY	25374 NETWORK PLACE	CHICAGO	IL	60673-1253	8/31/2011	2,452.83		
MONARCH STEEL COMPANY	25374 NETWORK PLACE	CHICAGO	IL	60673-1253	9/8/2011	2,452.83		
MONARCH STEEL COMPANY	25374 NETWORK PLACE	CHICAGO	IL	60673-1253	9/16/2011	1,226.42		
MONARCH STEEL COMPANY	25374 NETWORK PLACE	CHICAGO	IL	60673-1253	9/16/2011	1,226.42		
MONARCH STEEL COMPANY	25374 NETWORK PLACE	CHICAGO	IL	60673-1253	9/29/2011	1,226.42		
MONARCH STEEL COMPANY	25374 NETWORK PLACE	CHICAGO	IL	60673-1253	9/29/2011	1,226.42		
							12,264.17	105,471.69
MORTON HERMAN	5801 W. DICKENS AVE.	CHICAGO	IL	60639-0000	8/30/2011	25,000.00	25,000.00	-

Dehler Manufacturing Co., Inc.

Case No. 11-12856

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
NATIONAL REGISTERED AGENTS, INC	P.O. BOX 927	WEST WINDSOR	NJ	08550-0927	10/26/2011	386.67	386.67	-
NICKELL MOULDING COMPANY, INC.	P.O. BOX 15023015 MOBILE DRIVE	ELKHART	IN	46515-0000	8/29/2011	1,042.56	1,042.56	-
NORTH STATES STEEL CORP.	12255 ROUTE 173	HEBRON	IL	60034-0000	9/6/2011	3,440.12		
NORTH STATES STEEL CORP.	12255 ROUTE 173	HEBRON	IL	60034-0000	10/4/2011	3,440.12		
						6,880.24		15,336.65
O.H. RODSETH COMPANY	520 YHOMAS DRIVE	BENSENVILLE	IL	60106-0000	9/9/2011	1,765.00	1,765.00	-
P. B. & J. INSTALLERS	5680 REMMINGTON DR	RUSSELLVILLE	TN	37860-0000	8/31/2011	248.85		
P. B. & J. INSTALLERS	5680 REMMINGTON DR	RUSSELLVILLE	TN	37860-0000	8/31/2011	248.85		
P. B. & J. INSTALLERS	5680 REMMINGTON DR	RUSSELLVILLE	TN	37860-0000	9/8/2011	248.85		
P. B. & J. INSTALLERS	5680 REMMINGTON DR	RUSSELLVILLE	TN	37860-0000	9/21/2011	124.43		
						870.98		15,926.69
PATRIOT STEEL & TUBE, INC	P.O. BOX 5215	ELGIN	IL	60121-5215	8/30/2011	1,376.21		
PATRIOT STEEL & TUBE, INC	P.O. BOX 5215	ELGIN	IL	60121-5215	8/30/2011	1,376.21		
PATRIOT STEEL & TUBE, INC	P.O. BOX 5215	ELGIN	IL	60121-5215	9/8/2011	1,376.21		
PATRIOT STEEL & TUBE, INC	P.O. BOX 5215	ELGIN	IL	60121-5215	9/16/2011	888.10		
PATRIOT STEEL & TUBE, INC	P.O. BOX 5215	ELGIN	IL	60121-5215	11/1/2011	888.10		
						5,504.83		88,077.25
PERRY JOHNSON REGISTRARS, INC.	755 W BIG BEAVER, SUITE 1340	TROY	MI	48084-0000	8/30/2011	962.50	962.50	-
PHYSICIANS IMMEDIATE CARE	P.O. BOX 15473	LOVES PARK	IL	61111-0000	10/26/2011	780.90	780.90	-
PREMIUM STEEL	7600 BITTERN AVE.	CLEVELAND	OH	44103-0000	8/24/2011	1,453.14		
PREMIUM STEEL	7600 BITTERN AVE.	CLEVELAND	OH	44103-0000	8/31/2011	1,453.14		
PREMIUM STEEL	7600 BITTERN AVE.	CLEVELAND	OH	44103-0000	9/8/2011	1,453.14		
PREMIUM STEEL	7600 BITTERN AVE.	CLEVELAND	OH	44103-0000	9/16/2011	726.57		
PREMIUM STEEL	7600 BITTERN AVE.	CLEVELAND	OH	44103-0000	9/16/2011	726.57		
PREMIUM STEEL	7600 BITTERN AVE.	CLEVELAND	OH	44103-0000	9/29/2011	726.57		
						6,539.13		41,842.68
RACO STEEL COMPANY	2100 WEST 163RD PLACE	MARKAM	IL	60426-0000	8/24/2011	746.63		
RACO STEEL COMPANY	2100 WEST 163RD PLACE	MARKAM	IL	60426-0000	8/30/2011	746.63		
RACO STEEL COMPANY	2100 WEST 163RD PLACE	MARKAM	IL	60426-0000	9/7/2011	746.63		
RACO STEEL COMPANY	2100 WEST 163RD PLACE	MARKAM	IL	60426-0000	9/16/2011	373.32		
RACO STEEL COMPANY	2100 WEST 163RD PLACE	MARKAM	IL	60426-0000	9/23/2011	373.32		
RACO STEEL COMPANY	2100 WEST 163RD PLACE	MARKAM	IL	60426-0000	11/1/2011	373.32		
						3,359.85		51,891.03
ROBERTO DIAZ	DEHLER	CHICAGO	IL	#VALUE!	9/16/2011	450.00		
ROBERTO DIAZ	DEHLER	CHICAGO	IL	#VALUE!	10/7/2011	511.02		
						961.02		-
S & D PRODUCTS, INC.	1390 SCHIFERL ROAD	BARTLETT	IL	60103-0000	8/31/2011	2,134.98	2,134.98	-
SERVICE METAL WORKS, INC.	6933 W. 59TH ST.	CHICAGO	IL	60638-0000	9/2/2011	432.00	432.00	-
SONITROL CHICAGOLAND NORTH	231342 MOMENTUM PLACE	CHICAGO	IL	60689-5311	9/7/2011	477.00	477.00	-
SPECIFIED PLATING CO.	P.O. BOX 123	DES PLAINES	IL	60016-0123	8/30/2011	93.15	93.15	-
STAPLES BUSINESS ADVANTAGE	DEPT DAL , P.O.BOX 83689	CHICAGO	IL	60696-3689	9/8/2011	106.98	106.98	60.94
STRADER MANAGEMENT SERVICES, INC	P.O. BOX 1027	WILSON	NC	27894-1027	8/24/2011	10,000.00		



Dehler Manufacturing Co., Inc.

Case No. 11-12856

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
STRADER MANAGEMENT SERVICES, INC	P.O. BOX 1027	WILSON	NC	27894-1027	8/24/2011	3,368.12		
STRADER MANAGEMENT SERVICES, INC	P.O. BOX 1027	WILSON	NC	27894-1027	8/30/2011	3,368.12		
STRADER MANAGEMENT SERVICES, INC	P.O. BOX 1027	WILSON	NC	27894-1027	9/2/2011	15,000.00		
STRADER MANAGEMENT SERVICES, INC	P.O. BOX 1027	WILSON	NC	27894-1027	9/7/2011	10,000.00		
STRADER MANAGEMENT SERVICES, INC	P.O. BOX 1027	WILSON	NC	27894-1027	9/7/2011	3,368.12		
STRADER MANAGEMENT SERVICES, INC	P.O. BOX 1027	WILSON	NC	27894-1027	9/16/2011	1,684.06		
STRADER MANAGEMENT SERVICES, INC	P.O. BOX 1027	WILSON	NC	27894-1027	9/23/2011	1,684.06		
STRADER MANAGEMENT SERVICES, INC	P.O. BOX 1027	WILSON	NC	27894-1027	11/1/2011	1,684.06		
						50,156.54	127,913.30	
THE CARLTON CLUB	160 EAST PEARSON STREET ATWATER TOWER PLACE	CHICAGO	IL	60611-0000	10/14/2011	2,199.82		
						2,199.82	-	
THE HOME DEPOT CREDIT SERVICES	P.O. BOX 6029 DEPT 32	THE LAKES	NV	88901-6029	9/7/2011	152.43		
THE HOME DEPOT CREDIT SERVICES	P.O. BOX 6029 DEPT 32	THE LAKES	NV	88901-6029	10/12/2011	133.32		
						285.75	-	
THOMAS W RAFTERY INC	1055 BROAD ST	HARTFORD	CT	06106-0000	8/29/2011	2,400.80		
THOMAS W RAFTERY INC	1055 BROAD ST	HARTFORD	CT	06106-0000	8/31/2011	20,992.04		
THOMAS W RAFTERY INC	1055 BROAD ST	HARTFORD	CT	06106-0000	9/2/2011	2,400.80		
THOMAS W RAFTERY INC	1055 BROAD ST	HARTFORD	CT	06106-0000	9/9/2011	2,400.80		
THOMAS W RAFTERY INC	1055 BROAD ST	HARTFORD	CT	06106-0000	9/16/2011	1,200.40		
THOMAS W RAFTERY INC	1055 BROAD ST	HARTFORD	CT	06106-0000	9/28/2011	1,200.40		
THOMAS W RAFTERY INC	1055 BROAD ST	HARTFORD	CT	06106-0000	11/1/2011	10,000.00		
THOMAS W RAFTERY INC	1055 BROAD ST	HARTFORD	CT	06106-0000	11/1/2011	1,200.40		
						41,795.84	27,594.14	
THREAD-RITE SCREW PRODUCTS, INC.	2335 9TH STREET NORTH, #302-B	NAPLES	FL	34103-0000	9/1/2011	54.48		
						54.48	-	
TOYOTA FINANCIAL SERVICES	COMMERCIAL FINANCE, DEPT 2431	CAROL STREAM	IL	60132-2431	9/6/2011	1,951.54		
TOYOTA FINANCIAL SERVICES	COMMERCIAL FINANCE, DEPT 2431	CAROL STREAM	IL	60132-2431	9/13/2011	418.45		
TOYOTA FINANCIAL SERVICES	COMMERCIAL FINANCE, DEPT 2431	CAROL STREAM	IL	60132-2431	10/12/2011	1,951.54		
TOYOTA FINANCIAL SERVICES	COMMERCIAL FINANCE, DEPT 2431	CAROL STREAM	IL	60132-2431	10/12/2011	418.45		
						4,739.98	-	
UNITED VISUAL	1945 MOMENTUM PLACE	CHICAGO	IL	60689-5619	9/1/2011	1,272.50		
						1,272.50	-	
UPS FREIGHT	P.O. BOX 79755	BALTIMORE	MD	21279-0755	9/16/2011	122.91		
UPS FREIGHT	P.O. BOX 79755	BALTIMORE	MD	21279-0755	10/14/2011	113.51		
						236.42	-	
VANGUARD ENERGY SERVS LLC	P.O. BOX 798342	ST LOUIS	MO	63179-8000	9/2/2011	440.88		
VANGUARD ENERGY SERVS LLC	P.O. BOX 798342	ST LOUIS	MO	63179-8000	10/20/2011	675.72		
						1,116.60	21,421.70	
VOCO TOOL & MFG., INC.	1441 SOUTH CIRCLE AVE.	FOREST PARK	IL	60130-2697	9/1/2011	860.62		
						860.62	-	
WAREHOUSE BY DESING INC.	P.O. BOX 927	WEST WINDSOR	NJ	08550-0000	9/16/2011	3,647.00		
						3,647.00	-	
WATER TOWER PLACE PARKING	845 N MICHIGAN AVE. LEVEL 1B	CHICAGO	IL	60611-0000	9/21/2011	730.00		
WATER TOWER PLACE PARKING	845 N MICHIGAN AVE. LEVEL 1B	CHICAGO	IL	60611-0000	10/20/2011	730.00		
						1,460.00	-	
WEIL, FREIBURG & PETERSEN, P.C.	20 SOUTH CLARK STREET, SUITE 2305	CHICAGO	IL	60603-0000	9/6/2011	332.75		
						332.75	-	
WORD PROCESSING INDUSTRIES	COPIER WORLD, 4545 N. RAVENSWOOD	CHICAGO	IL	60640-0000	9/2/2011	569.00		
						569.00	-	
YRC	P.O. BOX 93151	CHICAGO	IL	60673-3151	8/29/2011	50.00		
YRC	P.O. BOX 93151	CHICAGO	IL	60673-3151	9/1/2011	50.00		
YRC	P.O. BOX 93151	CHICAGO	IL	60673-3151	9/8/2011	50.00		
YRC	P.O. BOX 93151	CHICAGO	IL	60673-3151	9/19/2011	50.00		
YRC	P.O. BOX 93151	CHICAGO	IL	60673-3151	9/29/2011	50.00		
YRC	P.O. BOX 93151	CHICAGO	IL	60673-3151	11/3/2011	50.00		

Dehler Manufacturing Co., Inc.

Case No. 11-12856

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor	Payment Date	Amount Paid	Amount Still Owing
		300.00	436.47

Dehler Manufacturing Co., Inc.

Case No. 11-12856

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3c Payments made to or for the benefit of insiders

one year preceding the petition date

Name and Address of Creditor		Relationship			Payment Date	Amount Paid	Amount Still Owing
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	03/18/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	03/25/2011	2,416.61	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	04/01/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	04/08/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	04/15/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	04/22/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	04/29/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	05/06/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	05/13/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	05/20/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	05/27/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	06/03/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	06/10/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	06/17/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	06/24/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	07/01/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	07/08/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	07/15/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	07/22/2011	2,416.65	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	07/29/2011	2,445.85	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	08/05/2011	2,576.24	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	08/12/2011	2,576.24	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	08/19/2011	2,576.24	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	08/26/2011	2,576.28	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	09/02/2011	2,576.24	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	09/09/2011	2,576.24	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	09/16/2011	2,576.24	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	09/23/2011	2,576.24	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	09/30/2011	2,576.24	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	10/07/2011	2,576.24	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	10/14/2011	2,576.24	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	10/21/2011	2,576.24	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	10/28/2011	2,576.24	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	11/04/2011	2,576.24	
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	11/11/2011	2,576.24	

131,219.62

Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	11/19/2010	1,679.17	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	11/26/2010	1,679.17	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	12/03/2010	1,679.17	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	12/10/2010	1,679.17	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	12/17/2010	2,017.50	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	12/24/2010	1,604.17	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	12/31/2010	-	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	12/31/2010	5,155.29	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	12/31/2010	1,604.17	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	01/07/2011	1,626.48	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	01/14/2011	1,626.48	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	01/14/2011	1,626.48	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	01/21/2011	1,626.48	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	01/28/2011	1,578.98	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	02/04/2011	1,578.98	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	02/11/2011	1,578.98	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	02/18/2011	1,578.98	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	02/25/2011	1,578.98	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	02/25/2011	1,578.98	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	03/04/2011	1,578.98	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	03/04/2011	1,578.98	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	03/11/2011	1,578.98	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	03/11/2011	1,578.98	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	03/18/2011	1,578.98	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	03/18/2011	1,578.98	
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago IL	60639-0000	Vice President	03/25/2011	1,578.98	

Dehler Manufacturing Co., Inc.

Case No. 11-12856

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3c Payments made to or for the benefit of insiders  
one year preceding the petition date

Name and Address of Creditor						Relationship	Payment Date	Amount Paid	Amount Still Owing
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	04/01/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	04/08/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	04/15/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	04/22/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	04/29/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	05/06/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	05/13/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	05/20/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	05/27/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	06/03/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	06/10/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	06/17/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	06/24/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	07/01/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	07/08/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	07/15/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	07/22/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	07/29/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	08/05/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	08/12/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	08/19/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	08/26/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	09/02/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	09/09/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	09/16/2011	1,578.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	09/23/2011	1,608.38		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	09/30/2011	1,683.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	10/07/2011	1,683.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	10/14/2011	1,683.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	10/21/2011	1,683.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	10/28/2011	1,683.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	11/04/2011	1,683.98		
Barry Pinchofsky	c/o Dehler Manufacturing Co., Inc., 5801 W Dickens	Chicago	IL	60639-0000	Vice President	11/11/2011	1,683.98		
								97,001.21	

Dehler Manufacturing Co., Inc.

Case No. 11-12856

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3c Payments made to or for the benefit of insiders  
one year preceding the petition date

Name and Address of Creditor		Relationship		Payment Date	Amount Paid	Amount Still Owing
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	12/03/2010	114.02
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	11/24/2010	975.00
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	12/06/2010	25,000.00
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	12/31/2010	0.19
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	12/31/2010	-
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	12/31/2010	-
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	01/07/2011	176.42
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	02/04/2011	102.42
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	02/09/2011	25,000.00
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	02/26/2011	25,000.00
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	03/04/2011	102.42
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	04/01/2011	102.42
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	04/05/2011	25,000.00
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	05/06/2011	102.42
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	06/03/2011	2,514.92
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	07/01/2011	2,514.92
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	08/05/2011	2,514.92
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	08/29/2011	25,000.00
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	09/02/2011	2,514.92
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	09/30/2011	2,514.92
Morton Herman	180 East Pearson	Chicago IL	60611-0000	Chairman	11/04/2011	2,514.92
						141,764.83
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	11/19/2010	233.03
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	11/26/2010	233.03
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	12/03/2010	233.03
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	12/10/2010	233.03
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	12/17/2010	233.03
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	12/24/2010	233.03
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	12/31/2010	4,019.64
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	12/31/2010	-
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	12/31/2010	-
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	12/31/2010	232.93
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	01/07/2011	242.65
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	01/14/2011	242.65
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	01/21/2011	242.65
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	01/28/2011	235.34
Edward Herman	119 E. Rosewood Avenue	San Antonio TX	78212-0000	President & Director	02/04/2011	235.34
						6,849.38
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	11/19/2010	1,796.46
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	11/26/2010	1,796.46
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	12/03/2010	1,796.46
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	12/06/2010	400.00
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	12/10/2010	1,796.46
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	12/15/2010	7,984.72
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	12/17/2010	1,796.46
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	12/24/2010	1,796.50
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	12/31/2010	2,506.40
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	12/31/2010	-
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	12/31/2010	-
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	12/31/2010	1,796.46
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	01/07/2011	1,694.14
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	01/14/2011	1,694.14
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	01/21/2011	1,694.14
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	01/28/2011	1,648.95
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	02/04/2011	1,648.95
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	02/11/2011	1,648.95
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	02/18/2011	1,648.95
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	02/25/2011	1,648.95
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	03/04/2011	1,648.95
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	03/11/2011	3,354.67
Diane Herman-Meade	1520 Franklin	River Forest IL	60305-0000	Secretary/Treasure/Director	03/11/2011	2,416.65

Furniture by Thurston

Case No. 11-12858

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS  
 3b Payments made to any creditor within  
 90-days of the petition date

Name and Address of Creditor					Payment Date	Amount Paid	Amount Still Owing
ABSECON MILLS, INC.	P.O. BOX 672	COLOGNE	NJ	08213-0000	8/25/2011	99.04	
ABSECON MILLS, INC.	P.O. BOX 672	COLOGNE	NJ	08213-0000	9/2/2011	99.04	
ABSECON MILLS, INC.	P.O. BOX 672	COLOGNE	NJ	08213-0000	9/9/2011	49.52	
						247.60	628.04
ADHESIVE PRODUCTS, INC	520 CLEVELAND AVENUE	ALBANY	CA	94710-0000	10/5/2011	4,737.50	
						4,737.50	7,209.42
AFFORDABLE INSTALLATION	DEAN BRYAN, 12481 LITTLE DEER CREEK LANE	NEVADA CITY	CA	95959-0000	8/26/2011	10,000.00	
AFFORDABLE INSTALLATION	DEAN BRYAN, 12481 LITTLE DEER CREEK LANE	NEVADA CITY	CA	95959-0000	8/30/2011	20,000.00	
AFFORDABLE INSTALLATION	DEAN BRYAN, 12481 LITTLE DEER CREEK LANE	NEVADA CITY	CA	95959-0000	9/9/2011	25,000.00	
AFFORDABLE INSTALLATION	DEAN BRYAN, 12481 LITTLE DEER CREEK LANE	NEVADA CITY	CA	95959-0000	9/23/2011	15,000.00	
AFFORDABLE INSTALLATION	DEAN BRYAN, 12481 LITTLE DEER CREEK LANE	NEVADA CITY	CA	95959-0000	9/30/2011	10,000.00	
AFFORDABLE INSTALLATION	DEAN BRYAN, 12481 LITTLE DEER CREEK LANE	NEVADA CITY	CA	95959-0000	10/4/2011	10,000.00	
AFFORDABLE INSTALLATION	DEAN BRYAN, 12481 LITTLE DEER CREEK LANE	NEVADA CITY	CA	95959-0000	10/19/2011	7,500.00	
						97,500.00	111,038.50
AIR QUALITY SCIENCES	2211 NEWMARKET PKWY, SUITE 106	MARIETTA	GA	30067-0000	9/23/2011	4,650.00	
						4,650.00	
AKZO NOBEL COATINGS INC	P.O. BOX 749742	LOS ANGELES	CA	90074-9742	9/12/2011	3,922.89	
AKZO NOBEL COATINGS INC	P.O. BOX 749742	LOS ANGELES	CA	90074-9742	9/19/2011	2,315.84	
AKZO NOBEL COATINGS INC	P.O. BOX 749742	LOS ANGELES	CA	90074-9742	9/22/2011	7,951.90	
AKZO NOBEL COATINGS INC	P.O. BOX 749742	LOS ANGELES	CA	90074-9742	10/27/2011	1,964.87	
						16,155.41	6,860.36
ALL AREA TRANSPORT INC.	7173 MARBLETHORPE DRIVE	ROSEVILLE	CA	95747-0000	8/25/2011	947.28	
ALL AREA TRANSPORT INC.	7173 MARBLETHORPE DRIVE	ROSEVILLE	CA	95747-0000	9/2/2011	947.28	
ALL AREA TRANSPORT INC.	7173 MARBLETHORPE DRIVE	ROSEVILLE	CA	95747-0000	9/6/2011	4,990.00	
ALL AREA TRANSPORT INC.	7173 MARBLETHORPE DRIVE	ROSEVILLE	CA	95747-0000	9/9/2011	473.64	
ALL AREA TRANSPORT INC.	7173 MARBLETHORPE DRIVE	ROSEVILLE	CA	95747-0000	9/9/2011	9,950.00	
ALL AREA TRANSPORT INC.	7173 MARBLETHORPE DRIVE	ROSEVILLE	CA	95747-0000	9/9/2011	10,445.00	
ALL AREA TRANSPORT INC.	7173 MARBLETHORPE DRIVE	ROSEVILLE	CA	95747-0000	9/16/2011	473.64	
ALL AREA TRANSPORT INC.	7173 MARBLETHORPE DRIVE	ROSEVILLE	CA	95747-0000	9/16/2011	18,518.75	
ALL AREA TRANSPORT INC.	7173 MARBLETHORPE DRIVE	ROSEVILLE	CA	95747-0000	9/22/2011	8,317.50	
ALL AREA TRANSPORT INC.	7173 MARBLETHORPE DRIVE	ROSEVILLE	CA	95747-0000	9/23/2011	473.64	
ALL AREA TRANSPORT INC.	7173 MARBLETHORPE DRIVE	ROSEVILLE	CA	95747-0000	9/30/2011	1,805.00	
ALL AREA TRANSPORT INC.	7173 MARBLETHORPE DRIVE	ROSEVILLE	CA	95747-0000	10/10/2011	4,920.00	
ALL AREA TRANSPORT INC.	7173 MARBLETHORPE DRIVE	ROSEVILLE	CA	95747-0000	10/21/2011	8,252.50	
						70,514.23	39,876.87
ALLE LTD	P.O. BOX 961	AMHERST	NY	14226-0000	8/25/2011	783.09	
ALLE LTD	P.O. BOX 961	AMHERST	NY	14226-0000	9/2/2011	783.09	
ALLE LTD	P.O. BOX 961	AMHERST	NY	14226-0000	9/9/2011	391.54	
ALLE LTD	P.O. BOX 961	AMHERST	NY	14226-0000	9/16/2011	391.54	
						2,349.26	49,726.12
ALLEGHENY DIMENSION	HC 33, BOX 3	PETERSBURG	WV	26847-0000	8/25/2011	5,930.84	
ALLEGHENY DIMENSION	HC 33, BOX 3	PETERSBURG	WV	26847-0000	9/2/2011	5,930.84	
ALLEGHENY DIMENSION	HC 33, BOX 3	PETERSBURG	WV	26847-0000	9/9/2011	2,965.42	
ALLEGHENY DIMENSION	HC 33, BOX 3	PETERSBURG	WV	26847-0000	9/16/2011	2,965.42	
ALLEGHENY DIMENSION	HC 33, BOX 3	PETERSBURG	WV	26847-0000	9/23/2011	2,965.42	
						20,757.94	433,555.97
ALLIANCE GENERAL CONTRACTORS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS	CO	80907-0000	8/25/2011	2,298.23	
ALLIANCE GENERAL CONTRACTORS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS	CO	80907-0000	9/2/2011	2,298.23	
ALLIANCE GENERAL CONTRACTORS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS	CO	80907-0000	9/9/2011	1,149.11	
ALLIANCE GENERAL CONTRACTORS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS	CO	80907-0000	9/9/2011	1,149.11	
ALLIANCE GENERAL CONTRACTORS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS	CO	80907-0000	9/16/2011	1,149.11	
ALLIANCE GENERAL CONTRACTORS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS	CO	80907-0000	9/16/2011	1,149.11	
ALLIANCE GENERAL CONTRACTORS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS	CO	80907-0000	9/23/2011	2,298.23	
						11,491.13	142,489.92
ALLIANCE PLASTICS	10024 ROMANDEL AVE.	SANTA FE SPRINGS	CA	90679-0000	8/24/2011	1,555.31	
						1,555.31	1,673.58
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA	OK	74120-0000	8/25/2011	918.72	
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA	OK	74120-0000	9/2/2011	918.72	
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA	OK	74120-0000	9/9/2011	459.36	
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA	OK	74120-0000	9/16/2011	459.36	
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA	OK	74120-0000	9/16/2011	459.36	
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA	OK	74120-0000	9/19/2011	3,811.65	
						7,027.17	57,836.19
AMBER TRUCKING, INC.	547 ARMSTRONG WAY	OAKDALE	CA	95361-0000	9/8/2011	3,900.00	
						3,900.00	9,450.00
AMERICAN EXPRESS	BOX 0001	LOS ANGELES	0	90096-0001	9/19/2011	40,000.00	

Furniture by Thurston

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ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
AMERICAN EXPRESS	BOX 0001	LOS ANGELES	0 90096-0001	10/5/2011	61,609.13	
AMERICAN EXPRESS	BOX 0001	LOS ANGELES	0 90096-0001	10/25/2011	10,000.00	
					111,609.13	73,552.72
AMERICAN HOTEL REGISTER CO	16458 COLLECTIONS CENTER DRIVE	CHICAGO	IL 60693-0000	9/2/2011	11,720.09	
AMERICAN HOTEL REGISTER CO	16458 COLLECTIONS CENTER DRIVE	CHICAGO	IL 60693-0000	10/12/2011	11,720.09	
					23,440.18	34,741.19
ARAMARK UNIFORM SERVICES INC	P.O. BOX 340910	SACRAMENTO	CA 95834-0910	9/27/2011	601.37	
ARAMARK UNIFORM SERVICES INC	P.O. BOX 340910	SACRAMENTO	CA 95834-0910	10/18/2011	767.43	
					1,368.80	3,158.60
ARC-COM	33 RAMLAND SOUTH	ORANGEBURG	NY 10962-2689	8/25/2011	280.71	
ARC-COM	33 RAMLAND SOUTH	ORANGEBURG	NY 10962-2689	9/2/2011	280.71	
ARC-COM	33 RAMLAND SOUTH	ORANGEBURG	NY 10962-2689	9/9/2011	140.35	
ARC-COM	33 RAMLAND SOUTH	ORANGEBURG	NY 10962-2689	9/16/2011	140.35	
ARC-COM	33 RAMLAND SOUTH	ORANGEBURG	NY 10962-2689	9/23/2011	140.35	
					982.47	17,824.93
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	8/24/2011	21,674.72	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	8/25/2011	2,091.81	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	9/2/2011	2,091.81	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	9/9/2011	1,045.91	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	9/9/2011	1,045.91	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	9/16/2011	1,045.91	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	9/23/2011	2,091.81	
					31,087.88	144,089.47
AT&T	P.O. BOX 105068	ATLANTA	GA 30348-5068	9/6/2011	1,875.00	
AT&T	PAYMENT CENTER	SACRAMENTO	CA 95887-0001	10/10/2011	190.99	
AT&T	PAYMENT CENTER	SACRAMENTO	CA 95887-0001	10/18/2011	328.88	
					2,394.87	6,741.09
AURA HARDWOODS, INC.	2477 MERCANTILE DRIVE	RANCHO CORDOVA	CA 95742-0000	8/25/2011	1,149.12	
AURA HARDWOODS, INC.	2477 MERCANTILE DRIVE	RANCHO CORDOVA	CA 95742-0000	8/30/2011	4,464.00	
AURA HARDWOODS, INC.	2477 MERCANTILE DRIVE	RANCHO CORDOVA	CA 95742-0000	9/2/2011	1,149.12	
AURA HARDWOODS, INC.	2477 MERCANTILE DRIVE	RANCHO CORDOVA	CA 95742-0000	9/9/2011	574.56	
AURA HARDWOODS, INC.	2477 MERCANTILE DRIVE	RANCHO CORDOVA	CA 95742-0000	9/16/2011	574.56	
					7,911.36	76,032.80
B & C TRUE VALUE HOME CENTER	2032 NEVADA CITY HWY	GRASS VALLEY	CA 95945-0000	10/25/2011	1,356.54	
					1,356.54	202.42
BECKER ACROMA	P.O. BOX 3660	BRANTFORD	ON N3T6H2	8/25/2011	309.92	
BECKER ACROMA	P.O. BOX 3660	BRANTFORD	ON N3T6H2	9/9/2011	154.96	
BECKER ACROMA	P.O. BOX 3660	BRANTFORD	ON N3T6H2	9/16/2011	154.96	
					619.84	19,990.15
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX 78219-0000	8/30/2011	24,904.91	
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX 78219-0000	9/2/2011	15,000.00	
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX 78219-0000	9/8/2011	15,000.00	
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX 78219-0000	9/8/2011	15,000.00	
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX 78219-0000	9/14/2011	15,000.00	
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX 78219-0000	9/16/2011	30,000.00	
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX 78219-0000	9/19/2011	15,000.00	
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX 78219-0000	9/22/2011	14,617.59	
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX 78219-0000	9/22/2011	15,382.41	
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX 78219-0000	10/5/2011	30,000.00	
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX 78219-0000	10/27/2011	15,118.29	
					205,023.20	193,374.82
BILL MCGHIE & ASSOCIATES	12901 WESTGATE STREET	OVERLAND PARK	KS 66213-0000	8/25/2011	245.39	
BILL MCGHIE & ASSOCIATES	12901 WESTGATE STREET	OVERLAND PARK	KS 66213-0000	9/2/2011	245.39	
BILL MCGHIE & ASSOCIATES	12901 WESTGATE STREET	OVERLAND PARK	KS 66213-0000	9/9/2011	122.69	
BILL MCGHIE & ASSOCIATES	12901 WESTGATE STREET	OVERLAND PARK	KS 66213-0000	9/16/2011	122.69	
BILL MCGHIE & ASSOCIATES	12901 WESTGATE STREET	OVERLAND PARK	KS 66213-0000	9/23/2011	122.69	
					858.85	15,782.20
BLUE SHIELD OF CALIFORNIA	CASH RECEIVING, FILE 55331	LOS ANGELES	CA 90074-5331	10/18/2011	26,141.07	
					26,141.07	24,176.65
BOARD OF EQUALIZATION-ENVIROMENTAL	P.O. BOX 942879	SACRAMENTO	CA 94279-6009	9/12/2011	121.22	
					121.22	11,102.00
C & L ENTERPRISE, INC.	P.O. BOX 639	CHICAGO PARK	CA 95712-0000	8/25/2011	232.11	
C & L ENTERPRISE, INC.	P.O. BOX 639	CHICAGO PARK	CA 95712-0000	9/2/2011	232.11	
C & L ENTERPRISE, INC.	P.O. BOX 639	CHICAGO PARK	CA 95712-0000	9/9/2011	116.06	
C & L ENTERPRISE, INC.	P.O. BOX 639	CHICAGO PARK	CA 95712-0000	9/15/2011	1,438.51	

Furniture by Thurston

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ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
C & L ENTERPRISE, INC.	P.O. BOX 639	CHICAGO PARK	CA	95712-0000	9/16/2011	116.06
C & L ENTERPRISE, INC.	P.O. BOX 639	CHICAGO PARK	CA	95712-0000	10/18/2011	1,713.00
						3,847.85
						14,954.31
C F STINSON	P.O. BOX 81306	ROCHESTER	MI	48308-0000	9/16/2011	142.15
C F STINSON	P.O. BOX 81306	ROCHESTER	MI	48308-0000	9/21/2011	1,485.00
						1,627.15
						9,735.70
CALIFORNIA DOWEL & TURNING, INC.	7294 MELROSE STREET	BUENA PARK	CA	90621-0000	9/7/2011	2,004.90
						2,004.90
						3,893.35
CEFLA NORTH	AMERICA, 125 HARRIS TECHNOLOGY BLVD	CHARLOTTE	NC	28269-3731	8/25/2011	136.80
CEFLA NORTH	AMERICA, 125 HARRIS TECHNOLOGY BLVD	CHARLOTTE	NC	28269-3731	9/2/2011	136.80
CEFLA NORTH	AMERICA, 125 HARRIS TECHNOLOGY BLVD	CHARLOTTE	NC	28269-3731	9/9/2011	68.40
						342.00
						8,687.06
CHARTER INDUSTRIES	2255 29TH STREET S.E.	GRAND RAPIDS	MI	49508-0000	8/25/2011	599.63
CHARTER INDUSTRIES	2255 29TH STREET S.E.	GRAND RAPIDS	MI	49508-0000	9/2/2011	599.63
CHARTER INDUSTRIES	2255 29TH STREET S.E.	GRAND RAPIDS	MI	49508-0000	9/9/2011	299.81
CHARTER INDUSTRIES	2255 29TH STREET S.E.	GRAND RAPIDS	MI	49508-0000	10/19/2011	299.81
CHARTER INDUSTRIES	2255 29TH STREET S.E.	GRAND RAPIDS	MI	49508-0000	10/19/2011	9,037.00
						10,835.88
						38,076.16
CINCO SALES	11633 BOOM POINTER WAY	GOLD RIVER	CA	95670-0000	8/25/2011	372.42
CINCO SALES	11633 BOOM POINTER WAY	GOLD RIVER	CA	95670-0000	9/2/2011	372.42
CINCO SALES	11633 BOOM POINTER WAY	GOLD RIVER	CA	95670-0000	9/6/2011	3,145.71
CINCO SALES	11633 BOOM POINTER WAY	GOLD RIVER	CA	95670-0000	9/23/2011	4,587.92
CINCO SALES	11633 BOOM POINTER WAY	GOLD RIVER	CA	95670-0000	10/6/2011	60.00
						8,538.47
						26,031.91
CITY OF GRASS VALLEY	125 E MAIN STREET	GRASS VALLEY	CA	95945-0000	9/12/2011	101.79
						101.79
						92.56
COLLINS PINE COMPANY	UNIT 32, P.O. BOX 4500	PORTLAND	OR	97201-0000	8/25/2011	900.53
COLLINS PINE COMPANY	UNIT 32, P.O. BOX 4500	PORTLAND	OR	97201-0000	9/2/2011	900.53
COLLINS PINE COMPANY	UNIT 32, P.O. BOX 4500	PORTLAND	OR	97201-0000	9/9/2011	450.26
COLLINS PINE COMPANY	UNIT 32, P.O. BOX 4500	PORTLAND	OR	97201-0000	9/23/2011	450.26
						2,701.58
						57,633.91
COMCAST	P.O. BOX 34744	SEATTLE	WA	98124-1744	10/21/2011	244.38
						244.38
						244.42
CONNEY SAFTEY	P.O. BOX 44575	MADISON	WI	53744-4575	8/31/2011	236.17
CONNEY SAFTEY	P.O. BOX 44575	MADISON	WI	53744-4575	9/19/2011	420.95
CONNEY SAFTEY	P.O. BOX 44575	MADISON	WI	53744-4575	10/18/2011	452.51
						1,109.63
						317.86
CONTRACT DECOR, INC	72-184 NORTH SHORE STREET	THOUSAND PALMS	CA	92276-0000	8/25/2011	4,267.82
CONTRACT DECOR, INC	72-184 NORTH SHORE STREET	THOUSAND PALMS	CA	92276-0000	9/2/2011	4,267.82
CONTRACT DECOR, INC	72-184 NORTH SHORE STREET	THOUSAND PALMS	CA	92276-0000	9/9/2011	2,133.91
CONTRACT DECOR, INC	72-184 NORTH SHORE STREET	THOUSAND PALMS	CA	92276-0000	9/16/2011	2,133.91
CONTRACT DECOR, INC	72-184 NORTH SHORE STREET	THOUSAND PALMS	CA	92276-0000	9/16/2011	2,133.91
						14,937.37
						266,738.99
CONWAY FREIGHT INC.	P.O. BOX 5160	PORTLAND	OR	97208-5160	9/15/2011	14,830.10
CONWAY FREIGHT INC.	P.O. BOX 5160	PORTLAND	OR	97208-5160	10/6/2011	140.72
						14,970.82
						15,325.69
CV INDUSTRIAL CORP.	4322 ANTHONY CT, UNIT 4	ROCKLIN	CA	95677-0000	8/25/2011	2,051.83
CV INDUSTRIAL CORP.	4322 ANTHONY CT, UNIT 4	ROCKLIN	CA	95677-0000	9/1/2011	1,392.16
CV INDUSTRIAL CORP.	4322 ANTHONY CT, UNIT 4	ROCKLIN	CA	95677-0000	9/2/2011	2,051.83
CV INDUSTRIAL CORP.	4322 ANTHONY CT, UNIT 4	ROCKLIN	CA	95677-0000	9/9/2011	1,025.92
CV INDUSTRIAL CORP.	4322 ANTHONY CT, UNIT 4	ROCKLIN	CA	95677-0000	9/19/2011	8,530.88
						15,052.62
						161,979.46
DAVID S MILLIGAN QUALITY INSTS INC	3017 PINE VALLEY DRIVE	PACE	FL	32571-0000	8/25/2011	5,000.00
DAVID S MILLIGAN QUALITY INSTS INC	3017 PINE VALLEY DRIVE	PACE	FL	32571-0000	9/2/2011	483.50
DAVID S MILLIGAN QUALITY INSTS INC	3017 PINE VALLEY DRIVE	PACE	FL	32571-0000	9/9/2011	241.75
DAVID S MILLIGAN QUALITY INSTS INC	3017 PINE VALLEY DRIVE	PACE	FL	32571-0000	9/16/2011	241.75
						5,967.00
						12,116.75
DE LAGE LANDEN FINANCIAL, INC.		0	0	00000-0000	8/29/2011	403.22
DE LAGE LANDEN FINANCIAL, INC.		0	0	00000-0000	10/18/2011	403.22
						806.44
						-
EDGEBANDING SERVICES, INC.	828 W. CIENEGA AVE	SAN DIMAS	CA	91773-0000	8/25/2011	1,218.44
EDGEBANDING SERVICES, INC.	828 W. CIENEGA AVE	SAN DIMAS	CA	91773-0000	8/30/2011	4,000.00
EDGEBANDING SERVICES, INC.	828 W. CIENEGA AVE	SAN DIMAS	CA	91773-0000	8/31/2011	1,710.00



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3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
EDGEBANDING SERVICES, INC.	828 W. CIENEGA AVE	SAN DIMAS	CA 91773-0000	8/31/2011	1,750.00	
EDGEBANDING SERVICES, INC.	828 W. CIENEGA AVE	SAN DIMAS	CA 91773-0000	9/2/2011	1,218.44	
EDGEBANDING SERVICES, INC.	828 W. CIENEGA AVE	SAN DIMAS	CA 91773-0000	9/8/2011	1,787.93	
EDGEBANDING SERVICES, INC.	828 W. CIENEGA AVE	SAN DIMAS	CA 91773-0000	9/9/2011	609.22	
EDGEBANDING SERVICES, INC.	828 W. CIENEGA AVE	SAN DIMAS	CA 91773-0000	9/9/2011	6,500.00	
EDGEBANDING SERVICES, INC.	828 W. CIENEGA AVE	SAN DIMAS	CA 91773-0000	9/13/2011	1,710.00	
EDGEBANDING SERVICES, INC.	828 W. CIENEGA AVE	SAN DIMAS	CA 91773-0000	10/12/2011	2,609.22	
					23,113.25	83,820.49
EDGEMATE INC	213 SMITH TRANSPORT ROAD	ROARING SPRING	PA 16673-0000	8/25/2011	688.95	
EDGEMATE INC	213 SMITH TRANSPORT ROAD	ROARING SPRING	PA 16673-0000	9/2/2011	698.95	
EDGEMATE INC	213 SMITH TRANSPORT ROAD	ROARING SPRING	PA 16673-0000	9/9/2011	344.48	
EDGEMATE INC	213 SMITH TRANSPORT ROAD	ROARING SPRING	PA 16673-0000	9/13/2011	26,682.80	
EDGEMATE INC	213 SMITH TRANSPORT ROAD	ROARING SPRING	PA 16673-0000	9/16/2011	344.48	
EDGEMATE INC	213 SMITH TRANSPORT ROAD	ROARING SPRING	PA 16673-0000	9/23/2011	344.48	
					29,094.14	43,748.36
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	8/24/2011	2,536.06	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	8/25/2011	884.39	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	8/29/2011	3,178.93	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	8/31/2011	2,037.95	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	9/2/2011	884.39	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	9/7/2011	4,224.96	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	9/9/2011	442.19	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	9/12/2011	4,355.41	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	9/14/2011	2,425.72	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	9/16/2011	442.19	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	9/23/2011	442.19	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	10/5/2011	8,790.81	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	10/10/2011	74.40	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	10/12/2011	2,864.61	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	10/17/2011	316.35	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	10/24/2011	282.34	
ERNEST PACKAGING SOLUTIONS	7728 WILBUR WAY	SACRAMENTO	CA 95828-0000	10/26/2011	261.90	
					34,444.79	57,235.22
EVCO INTERIORS	275 EAST PARR BLVD	RENO	NV 89512-1003	8/25/2011	801.87	
EVCO INTERIORS	275 EAST PARR BLVD	RENO	NV 89512-1003	9/2/2011	801.87	
EVCO INTERIORS	275 EAST PARR BLVD	RENO	NV 89512-1003	9/9/2011	300.00	
EVCO INTERIORS	275 EAST PARR BLVD	RENO	NV 89512-1003	9/9/2011	400.94	
EVCO INTERIORS	275 EAST PARR BLVD	RENO	NV 89512-1003	9/9/2011	6,840.76	
EVCO INTERIORS	275 EAST PARR BLVD	RENO	NV 89512-1003	9/16/2011	400.94	
EVCO INTERIORS	275 EAST PARR BLVD	RENO	NV 89512-1003	9/22/2011	4,881.02	
EVCO INTERIORS	275 EAST PARR BLVD	RENO	NV 89512-1003	9/23/2011	400.94	
EVCO INTERIORS	275 EAST PARR BLVD	RENO	NV 89512-1003	10/7/2011	1,000.00	
EVCO INTERIORS	275 EAST PARR BLVD	RENO	NV 89512-1003	10/7/2011	1,812.00	
EVCO INTERIORS	275 EAST PARR BLVD	RENO	NV 89512-1003	10/12/2011	5,316.45	
EVCO INTERIORS	275 EAST PARR BLVD	RENO	NV 89512-1003	10/14/2011	9,369.89	
					32,326.68	51,785.56
EXCEL DOWEL & WOOD PRODUCTS	800 BAKER DRIVE	ITASCA	IL 60143-0000	10/18/2011	2,377.08	
					2,377.08	3,841.78
EXPRESS EMPLOYMENT				9/2/2011	6,974.92	
EXPRESS EMPLOYMENT				10/5/2011	6,974.92	
					13,949.84	20,963.34
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS 39760-0825	8/25/2011	88.64	
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS 39760-0825	8/25/2011	148.14	
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS 39760-0825	9/2/2011	88.64	
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS 39760-0825	9/2/2011	148.14	
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS 39760-0825	9/9/2011	44.32	
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS 39760-0825	9/9/2011	44.32	
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS 39760-0825	9/9/2011	74.07	
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS 39760-0825	9/9/2011	74.07	
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS 39760-0825	9/16/2011	44.32	
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS 39760-0825	9/16/2011	44.32	
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS 39760-0825	9/16/2011	74.07	
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS 39760-0825	9/16/2011	74.07	
					947.12	10,181.63
FOOTHILL SAW WORKS/STEVE THIS	3339 FITZGERALD ROAD #7	RANCHO CORDOVA	CA 95742-0000	9/1/2011	1,241.10	
FOOTHILL SAW WORKS/STEVE THIS	3339 FITZGERALD ROAD #7	RANCHO CORDOVA	CA 95742-0000	9/1/2011	1,498.95	
FOOTHILL SAW WORKS/STEVE THIS	3339 FITZGERALD ROAD #7	RANCHO CORDOVA	CA 95742-0000	10/7/2011	1,658.60	
					4,398.65	6,184.35
FULTERER USA, INC	542 TOWNSEND AVENUE	HIGH POINT	NC 27263-0000	8/25/2011	578.42	
FULTERER USA, INC	542 TOWNSEND AVENUE	HIGH POINT	NC 27263-0000	9/2/2011	578.42	

Furniture by Thurston

Case No. 11-12858

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS  
 3b Payments made to any creditor within  
 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
FULTERER USA, INC	542 TOWNSEND AVENUE	HIGH POINT	NC	27263-0000	9/9/2011	289.21		
FULTERER USA, INC	542 TOWNSEND AVENUE	HIGH POINT	NC	27263-0000	9/16/2011	289.21		
						1,735.26	36,729.33	
FURNITURE AT WORK, INC.	P.O. BOX 923	TRINITY	NC	27370-0000	8/25/2011	396.67		
FURNITURE AT WORK, INC.	P.O. BOX 923	TRINITY	NC	27370-0000	9/2/2011	396.67		
FURNITURE AT WORK, INC.	P.O. BOX 923	TRINITY	NC	27370-0000	9/9/2011	198.33		
FURNITURE AT WORK, INC.	P.O. BOX 923	TRINITY	NC	27370-0000	9/16/2011	198.33		
						1,190.00	25,188.32	
FURNITURE COMPONENTS	P.O. BOX 518	SAN DIMAS	CA	91773-0000	8/25/2011	1,436.90		
FURNITURE COMPONENTS	P.O. BOX 518	SAN DIMAS	CA	91773-0000	9/2/2011	1,436.90		
FURNITURE COMPONENTS	P.O. BOX 518	SAN DIMAS	CA	91773-0000	9/9/2011	718.45		
						3,592.25	68,339.48	
GAZEBO WOODWORKING/DAVE WALSH	16083 INDIAN SPRINGS RANCH RD.	GRASS VALLEY	CA	95949-0000	8/25/2011	417.74		
GAZEBO WOODWORKING/DAVE WALSH	16083 INDIAN SPRINGS RANCH RD.	GRASS VALLEY	CA	95949-0000	8/27/2011	1,000.00		
GAZEBO WOODWORKING/DAVE WALSH	16083 INDIAN SPRINGS RANCH RD.	GRASS VALLEY	CA	95949-0000	9/2/2011	417.74		
GAZEBO WOODWORKING/DAVE WALSH	16083 INDIAN SPRINGS RANCH RD.	GRASS VALLEY	CA	95949-0000	9/9/2011	208.87		
GAZEBO WOODWORKING/DAVE WALSH	16083 INDIAN SPRINGS RANCH RD.	GRASS VALLEY	CA	95949-0000	9/16/2011	417.74		
						2,462.09	25,317.97	
GLOBALINX	ATTN: LORI BURNETT, 275 KENNETH DRIVE, SUITE 100	ROCHESTER	NY	14623-0000	8/26/2011	51.24		
						51.24	86.35	
GOLD COUNTRY COPIER INC.	P.O. BOX 1737	GRASS VALLEY	CA	95945-0000	9/12/2011	541.88		
GOLD COUNTRY COPIER INC.	P.O. BOX 1737	GRASS VALLEY	CA	95945-0000	10/21/2011	268.44		
						810.32	805.32	
GOLD COUNTRY WATER	P.O. BOX 1405	ROCKLIN	CA	95677-0000	10/21/2011	269.12		
						269.12	256.83	
GRASS VALLEY GLASS/MARTIN SAWIN	208 COLFAX AVENUE	GRASS VALLEY	CA	95945-0000	8/25/2011	193.86		
GRASS VALLEY GLASS/MARTIN SAWIN	208 COLFAX AVENUE	GRASS VALLEY	CA	95945-0000	9/2/2011	198.86		
GRASS VALLEY GLASS/MARTIN SAWIN	208 COLFAX AVENUE	GRASS VALLEY	CA	95945-0000	9/9/2011	96.93		
GRASS VALLEY GLASS/MARTIN SAWIN	208 COLFAX AVENUE	GRASS VALLEY	CA	95945-0000	9/23/2011	96.93		
						586.58	15,342.74	
H&D SHLUKER GST TRUST	FBO JERRY H. SHLUKER, DAVID B. DORFMAN, 664 PALM AVENUE	LOS ALTOS	CA	94022-0000	9/2/2011	111.11		
H&D SHLUKER GST TRUST	FBO JERRY H. SHLUKER, DAVID B. DORFMAN, 664 PALM AVENUE	LOS ALTOS	CA	94022-0000	9/6/2011	13,000.00		
H&D SHLUKER GST TRUST	FBO JERRY H. SHLUKER, DAVID B. DORFMAN, 664 PALM AVENUE	LOS ALTOS	CA	94022-0000	9/12/2011	6,506.00		
H&D SHLUKER GST TRUST	FBO JERRY H. SHLUKER, DAVID B. DORFMAN, 664 PALM AVENUE	LOS ALTOS	CA	94022-0000	10/4/2011	7,000.00		
H&D SHLUKER GST TRUST	FBO JERRY H. SHLUKER, DAVID B. DORFMAN, 664 PALM AVENUE	LOS ALTOS	CA	94022-0000	10/18/2011	7,000.00		
						33,611.11	36,166.67	
HAFELE AMERICA CO	P.O. BOX 890779	CHARLOTTE	NC	28289-0779	8/25/2011	838.88		
HAFELE AMERICA CO	P.O. BOX 890779	CHARLOTTE	NC	28289-0779	9/2/2011	838.88		
HAFELE AMERICA CO	P.O. BOX 890779	CHARLOTTE	NC	28289-0779	9/9/2011	419.44		
HAFELE AMERICA CO	P.O. BOX 890779	CHARLOTTE	NC	28289-0779	9/16/2011	419.44		
HAFELE AMERICA CO	P.O. BOX 890779	CHARLOTTE	NC	28289-0779	9/23/2011	419.44		
HAFELE AMERICA CO	P.O. BOX 890779	CHARLOTTE	NC	28289-0779	10/3/2011	533.52		
HAFELE AMERICA CO	P.O. BOX 890779	CHARLOTTE	NC	28289-0779	10/19/2011	9,875.90		
						13,345.50	49,711.11	
HARDWOODS INC.	6400 SYCAMORE CANYON BLVD	RIVERSIDE	CA	92507-0000	8/25/2011	883.14		
HARDWOODS INC.	6400 SYCAMORE CANYON BLVD	RIVERSIDE	CA	92507-0000	8/31/2011	5,168.95		
HARDWOODS INC.	6400 SYCAMORE CANYON BLVD	RIVERSIDE	CA	92507-0000	9/2/2011	883.14		
HARDWOODS INC.	6400 SYCAMORE CANYON BLVD	RIVERSIDE	CA	92507-0000	9/7/2011	3,068.60		
HARDWOODS INC.	6400 SYCAMORE CANYON BLVD	RIVERSIDE	CA	92507-0000	9/8/2011	3,649.65		
HARDWOODS INC.	6400 SYCAMORE CANYON BLVD	RIVERSIDE	CA	92507-0000	9/9/2011	441.57		
HARDWOODS INC.	6400 SYCAMORE CANYON BLVD	RIVERSIDE	CA	92507-0000	9/12/2011	9,615.49		
HARDWOODS INC.	6400 SYCAMORE CANYON BLVD	RIVERSIDE	CA	92507-0000	9/16/2011	441.57		
HARDWOODS INC.	6400 SYCAMORE CANYON BLVD	RIVERSIDE	CA	92507-0000	9/23/2011	441.57		
HARDWOODS INC.	6400 SYCAMORE CANYON BLVD	RIVERSIDE	CA	92507-0000	10/6/2011	2,649.42		
HARDWOODS INC.	6400 SYCAMORE CANYON BLVD	RIVERSIDE	CA	92507-0000	10/7/2011	2,725.00		
						29,968.10	41,585.64	
HEARTLAND BUSINESS CREDIT	DEPARTMENT #202	DENVER	CO	80291-0202	8/29/2011	600.17		
HEARTLAND BUSINESS CREDIT	DEPARTMENT #202	DENVER	CO	80291-0202	9/7/2011	554.17		
						1,154.34		
HIGGINS HARDWOODS INC.	1301 NORTH MARKET BLVD	SACRAMENTO	CA	95834-0000	8/26/2011	22,973.80		
HIGGINS HARDWOODS INC.	1301 NORTH MARKET BLVD	SACRAMENTO	CA	95834-0000	9/2/2011	853.60		
HIGGINS HARDWOODS INC.	1301 NORTH MARKET BLVD	SACRAMENTO	CA	95834-0000	9/7/2011	584.10		
HIGGINS HARDWOODS INC.	1301 NORTH MARKET BLVD	SACRAMENTO	CA	95834-0000	9/8/2011	9,989.00		
						34,400.50	154,562.52	
HIGHMARK	15731 GRAHAM ST	HUNTINGTON BEACH	CA	92649-0000	8/25/2011	8,000.00		

Furniture by Thurston

Case No. 11-12858

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
HIGHMARK	15731 GRAHAM ST	HUNTINGTON BEACH	CA	92649-0000	9/2/2011	8,000.00		
HIGHMARK	15731 GRAHAM ST	HUNTINGTON BEACH	CA	92649-0000	9/9/2011	4,000.00		
HIGHMARK	15731 GRAHAM ST	HUNTINGTON BEACH	CA	92649-0000	9/9/2011	4,000.00		
HIGHMARK	15731 GRAHAM ST	HUNTINGTON BEACH	CA	92649-0000	9/16/2011	8,000.00		
HIGHMARK	15731 GRAHAM ST	HUNTINGTON BEACH	CA	92649-0000	9/23/2011	8,000.00		
						40,000.00	45,387.94	
HILLS FLAT LUMBER CO.	P.O. BOX 1630	COLFAX	CA	95713-0000	10/21/2011	555.09		
						555.09	328.55	
HOLT OF CALIFORNIA	P.O. BOX 100001	SACRAMENTO	CA	95813-1306	8/25/2011	98.75		
HOLT OF CALIFORNIA	P.O. BOX 100001	SACRAMENTO	CA	95813-1306	9/2/2011	98.75		
HOLT OF CALIFORNIA	P.O. BOX 100001	SACRAMENTO	CA	95813-1306	9/9/2011	49.37		
HOLT OF CALIFORNIA	P.O. BOX 100001	SACRAMENTO	CA	95813-1306	9/16/2011	49.37		
HOLT OF CALIFORNIA	P.O. BOX 100001	SACRAMENTO	CA	95813-1306	9/23/2011	49.37		
						345.81	7,865.45	
HYMAN CO., LTD	SEOKEY BLDG. . ROOM #302, #194-4 SEOKEY-DONG	YONDSAN-GU	Seoul	00000-0000	8/25/2011	437.43		
HYMAN CO., LTD	SEOKEY BLDG. . ROOM #302, #194-4 SEOKEY-DONG	YONDSAN-GU	Seoul	00000-0000	9/2/2011	437.43		
HYMAN CO., LTD	SEOKEY BLDG. . ROOM #302, #194-4 SEOKEY-DONG	YONDSAN-GU	Seoul	00000-0000	9/9/2011	218.72		
HYMAN CO., LTD	SEOKEY BLDG. . ROOM #302, #194-4 SEOKEY-DONG	YONDSAN-GU	Seoul	00000-0000	9/16/2011	218.72		
						1,312.30	27,776.83	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	8/25/2011	3,393.84		
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	9/2/2011	3,393.84		
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	9/9/2011	1,696.92		
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	9/9/2011	1,696.92		
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	9/16/2011	1,696.92		
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	9/16/2011	1,696.92		
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	9/23/2011	3,393.84		
						16,969.20	145,944.44	
J. WALLACE SMITH	P.O. BOX 611	JENKINTOWN	PA	19046-0000	8/25/2011	2,029.69		
J. WALLACE SMITH	P.O. BOX 611	JENKINTOWN	PA	19046-0000	9/2/2011	2,029.69		
J. WALLACE SMITH	P.O. BOX 611	JENKINTOWN	PA	19046-0000	9/9/2011	1,014.85		
J. WALLACE SMITH	P.O. BOX 611	JENKINTOWN	PA	19046-0000	9/16/2011	1,014.85		
J. WALLACE SMITH	P.O. BOX 611	JENKINTOWN	PA	19046-0000	9/23/2011	1,014.85		
						7,103.93	128,885.39	
J.G.EDELEN CO.INC.	P.O.BOX 64203	BALTIMORE	MD	21264-4203	8/25/2011	89.76		
J.G.EDELEN CO.INC.	P.O.BOX 64203	BALTIMORE	MD	21264-4203	9/2/2011	89.76		
J.G.EDELEN CO.INC.	P.O.BOX 64203	BALTIMORE	MD	21264-4203	9/9/2011	44.88		
J.G.EDELEN CO.INC.	P.O.BOX 64203	BALTIMORE	MD	21264-4203	9/12/2011	510.00		
J.G.EDELEN CO.INC.	P.O.BOX 64203	BALTIMORE	MD	21264-4203	9/16/2011	44.88		
J.G.EDELEN CO.INC.	P.O.BOX 64203	BALTIMORE	MD	21264-4203	9/23/2011	44.88		
						824.16	10,894.14	
JASPER CHAIR CO.	P.O. BOX 311	JASPER	IN	47547-0000	8/25/2011	714.97		
JASPER CHAIR CO.	P.O. BOX 311	JASPER	IN	47547-0000	9/2/2011	714.94		
JASPER CHAIR CO.	P.O. BOX 311	JASPER	IN	47547-0000	9/9/2011	357.49		
						1,787.40	45,758.16	
JOHNSTON TEXTILES INC	100 MICOLAS STREET	OPP	AL	36467-0000	8/25/2011	132.63		
JOHNSTON TEXTILES INC	100 MICOLAS STREET	OPP	AL	36467-0000	9/2/2011	132.63		
JOHNSTON TEXTILES INC	100 MICOLAS STREET	OPP	AL	36467-0000	9/9/2011	66.32		
JOHNSTON TEXTILES INC	100 MICOLAS STREET	OPP	AL	36467-0000	9/16/2011	66.32		
JOHNSTON TEXTILES INC	100 MICOLAS STREET	OPP	AL	36467-0000	9/23/2011	66.32		
						464.22	8,554.65	
KNAPE & VOGT MANUFACTURING COMPANY	39837 TREASURY CENTER	CHICAGO	IL	60694-9800	8/25/2011	42.36		
KNAPE & VOGT MANUFACTURING COMPANY	39837 TREASURY CENTER	CHICAGO	IL	60694-9800	9/2/2011	42.36		
KNAPE & VOGT MANUFACTURING COMPANY	39837 TREASURY CENTER	CHICAGO	IL	60694-9800	9/9/2011	21.18		
KNAPE & VOGT MANUFACTURING COMPANY	39837 TREASURY CENTER	CHICAGO	IL	60694-9800	9/16/2011	21.18		
KNAPE & VOGT MANUFACTURING COMPANY	39837 TREASURY CENTER	CHICAGO	IL	60694-9800	9/23/2011	21.18		
						148.26	2,732.08	
KNOLL INC.	1235 WATER ST.	EAST GREENVILLE	PA	18041-0000	8/25/2011	3,270.52		
KNOLL INC.	1235 WATER ST.	EAST GREENVILLE	PA	18041-0000	9/2/2011	3,270.52		
KNOLL INC.	1235 WATER ST.	EAST GREENVILLE	PA	18041-0000	9/9/2011	1,635.26		
KNOLL INC.	1235 WATER ST.	EAST GREENVILLE	PA	18041-0000	9/16/2011	1,635.26		
KNOLL INC.	1235 WATER ST.	EAST GREENVILLE	PA	18041-0000	9/23/2011	1,635.26		
						11,446.82	207,678.13	
KOENIG AND SONS WOOD	10750 OLD PND LANE	GRASS VALLEY	CA	95945-0000	8/25/2011	1,568.77		
KOENIG AND SONS WOOD	10750 OLD PND LANE	GRASS VALLEY	CA	95945-0000	9/2/2011	75.00		
KOENIG AND SONS WOOD	10750 OLD PND LANE	GRASS VALLEY	CA	95945-0000	9/2/2011	206.27		
KOENIG AND SONS WOOD	10750 OLD PND LANE	GRASS VALLEY	CA	95945-0000	9/2/2011	1,406.25		
KOENIG AND SONS WOOD	10750 OLD PND LANE	GRASS VALLEY	CA	95945-0000	9/9/2011	112.61		

Furniture by Thurston

Case No. 11-12858

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 3b Payments made to any creditor within  
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Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
KOENIG AND SONS WOOD	10750 OLD PND LANE	GRASS VALLEY	CA	95945-0000	9/9/2011	1,643.75		
KOENIG AND SONS WOOD	10750 OLD PND LANE	GRASS VALLEY	CA	95945-0000	9/13/2011	329.80		
KOENIG AND SONS WOOD	10750 OLD PND LANE	GRASS VALLEY	CA	95945-0000	9/19/2011	1,375.00		
KOENIG AND SONS WOOD	10750 OLD PND LANE	GRASS VALLEY	CA	95945-0000	10/20/2011	1,427.50		
						8,144.95	13,633.40	
KRUG FURNITURE	C/O PETROFF, FURST & ASSOCIATES, 5090 RICHMOND AVE, SUITE 445	HOUSTON	TX	00077-0560	8/25/2011	500.33		
KRUG FURNITURE	C/O PETROFF, FURST & ASSOCIATES, 5090 RICHMOND AVE, SUITE 445	HOUSTON	TX	00077-0560	9/2/2011	500.33		
KRUG FURNITURE	C/O PETROFF, FURST & ASSOCIATES, 5090 RICHMOND AVE, SUITE 445	HOUSTON	TX	00077-0560	9/9/2011	250.17		
KRUG FURNITURE	C/O PETROFF, FURST & ASSOCIATES, 5090 RICHMOND AVE, SUITE 445	HOUSTON	TX	00077-0560	9/23/2011	250.17		
						1,501.00	10,099.35	
LABOR READY-YUBA CITY	P.O. BOX 31001-0257	PASADENA	CA	91110-0257	8/25/2011	567.56		
LABOR READY-YUBA CITY	P.O. BOX 31001-0257	PASADENA	CA	91110-0257	9/2/2011	567.56		
LABOR READY-YUBA CITY	P.O. BOX 31001-0257	PASADENA	CA	91110-0257	9/9/2011	283.78		
LABOR READY-YUBA CITY	P.O. BOX 31001-0257	PASADENA	CA	91110-0257	9/16/2011	283.78		
LABOR READY-YUBA CITY	P.O. BOX 31001-0257	PASADENA	CA	91110-0257	9/23/2011	238.78		
						1,941.46	36,644.67	
LEAF	P.O. BOX 644006	CINCINNATI	OH	45264-4006	10/18/2011	500.26		
						500.26	1,050.52	
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	8/25/2011	2,935.06		
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/2/2011	2,935.06		
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/9/2011	1,467.53		
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/9/2011	1,467.53		
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/16/2011	1,467.53		
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/16/2011	1,467.53		
LIONS VOLUNTEER BLIND INDUSTRIES	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/23/2011	2,935.06		
						14,675.30	164,012.97	
LS2C LOGISTICS, INC	ATTN. FAUTY CHITTY, P.O. BOX 1027	MT. PLEASANT	SC	29465-1027	8/25/2011	984.03		
LS2C LOGISTICS, INC	ATTN. FAUTY CHITTY, P.O. BOX 1027	MT. PLEASANT	SC	29465-1027	9/2/2011	995.82		
LS2C LOGISTICS, INC	ATTN. FAUTY CHITTY, P.O. BOX 1027	MT. PLEASANT	SC	29465-1027	9/9/2011	492.01		
LS2C LOGISTICS, INC	ATTN. FAUTY CHITTY, P.O. BOX 1027	MT. PLEASANT	SC	29465-1027	10/5/2011	5,517.01		
						7,988.87	62,473.97	
LUHN-MCCAIN INSURANCE AGENCY	332 W SUNSET RD STE 3	SAN ANTONIO	TX	78209-0000	8/24/2011	25,648.25		
LUHN-MCCAIN INSURANCE AGENCY	332 W SUNSET RD STE 3	SAN ANTONIO	TX	78209-0000	9/16/2011	16,279.35		
						41,926.60	60,667.90	
MACMURRAY PACIFIC	P.O. BOX 60000	SAN FRANCISCO	CA	94160-2273	8/25/2011	370.20		
MACMURRAY PACIFIC	P.O. BOX 60000	SAN FRANCISCO	CA	94160-2273	9/2/2011	370.20		
MACMURRAY PACIFIC	P.O. BOX 60000	SAN FRANCISCO	CA	94160-2273	9/6/2011	743.79		
MACMURRAY PACIFIC	P.O. BOX 60000	SAN FRANCISCO	CA	94160-2273	9/8/2011	1,626.91		
MACMURRAY PACIFIC	P.O. BOX 60000	SAN FRANCISCO	CA	94160-2273	9/9/2011	185.10		
MACMURRAY PACIFIC	P.O. BOX 60000	SAN FRANCISCO	CA	94160-2273	9/16/2011	185.10		
MACMURRAY PACIFIC	P.O. BOX 60000	SAN FRANCISCO	CA	94160-2273	9/19/2011	1,028.28		
MACMURRAY PACIFIC	P.O. BOX 60000	SAN FRANCISCO	CA	94160-2273	10/7/2011	840.00		
MACMURRAY PACIFIC	P.O. BOX 60000	SAN FRANCISCO	CA	94160-2273	10/20/2011	20.00		
MACMURRAY PACIFIC	P.O. BOX 60000	SAN FRANCISCO	CA	94160-2273	10/20/2011	2,074.60		
						7,444.18	23,507.38	
MAHARAM	45 RASONS COURT	HAUPPAUGE	NY	11788-0000	8/25/2011	291.82		
MAHARAM	45 RASONS COURT	HAUPPAUGE	NY	11788-0000	9/2/2011	291.82		
MAHARAM	45 RASONS COURT	HAUPPAUGE	NY	11788-0000	9/9/2011	145.91		
MAHARAM	45 RASONS COURT	HAUPPAUGE	NY	11788-0000	9/16/2011	145.91		
MAHARAM	45 RASONS COURT	HAUPPAUGE	NY	11788-0000	9/23/2011	145.91		
						1,021.37	18,530.86	
MARVIN J. PERRY ASSOC.	4101 HOWARD AVE.	KENSINGTON	MD	20895-0000	8/25/2011	5,000.00		
MARVIN J. PERRY ASSOC.	4101 HOWARD AVE.	KENSINGTON	MD	20895-0000	9/2/2011	5,000.00		
MARVIN J. PERRY ASSOC.	4101 HOWARD AVE.	KENSINGTON	MD	20895-0000	9/9/2011	2,500.00		
MARVIN J. PERRY ASSOC.	4101 HOWARD AVE.	KENSINGTON	MD	20895-0000	9/9/2011	2,500.00		
MARVIN J. PERRY ASSOC.	4101 HOWARD AVE.	KENSINGTON	MD	20895-0000	9/16/2011	2,500.00		
MARVIN J. PERRY ASSOC.	4101 HOWARD AVE.	KENSINGTON	MD	20895-0000	9/16/2011	2,500.00		
MARVIN J. PERRY ASSOC.	4101 HOWARD AVE.	KENSINGTON	MD	20895-0000	9/23/2011	5,000.00		
						25,000.00	65,491.83	
MIQ GLOBAL, LLC	39990 TREASURY CENTER	CHICAGO	IL	60694-9900	8/25/2011	1,417.67		
MIQ GLOBAL, LLC	39990 TREASURY CENTER	CHICAGO	IL	60694-9900	9/2/2011	1,417.67		
MIQ GLOBAL, LLC	39990 TREASURY CENTER	CHICAGO	IL	60694-9900	9/9/2011	708.83		
						3,544.17	87,403.14	
MISENHEIMER SAW & TOOL	P.O. BPX 1163	MORRISTOWN	TN	37816-0000	8/25/2011	99.83		
MISENHEIMER SAW & TOOL	P.O. BPX 1163	MORRISTOWN	TN	37816-0000	9/2/2011	99.83		
MISENHEIMER SAW & TOOL	P.O. BPX 1163	MORRISTOWN	TN	37816-0000	9/9/2011	49.92		
MISENHEIMER SAW & TOOL	P.O. BPX 1163	MORRISTOWN	TN	37816-0000	9/23/2011	49.92		

Furniture by Thurston

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

Case No. 11-12858

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
					299.50	9,437.43
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	8/25/2011	14,502.30	
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	8/29/2011	13,380.00	
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	8/29/2011	26,569.98	
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	8/29/2011	29,605.94	
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	8/29/2011	31,790.10	
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	8/29/2011	32,130.84	
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	8/29/2011	33,045.80	
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	8/29/2011	34,886.05	
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	8/29/2011	40,219.06	
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	9/2/2011	14,502.30	
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	9/9/2011	7,251.15	
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	9/16/2011	7,251.15	
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	9/20/2011	12,164.13	
MJD SUPPLY COMPANY	9570 SW BARBUR BLVD., STE 311	PORTLAND	OR 97219-5412	9/20/2011	41,022.28	
					338,321.08	479,070.24
MOTION INDUSTRIES, INC	P.O. BOX 849737	DALLAS	TX 78284-9737	8/25/2011	103.91	
MOTION INDUSTRIES, INC	P.O. BOX 849737	DALLAS	TX 78284-9737	9/2/2011	103.91	
MOTION INDUSTRIES, INC	P.O. BOX 849737	DALLAS	TX 78284-9737	9/9/2011	51.96	
MOTION INDUSTRIES, INC	P.O. BOX 849737	DALLAS	TX 78284-9737	9/16/2011	51.96	
MOTION INDUSTRIES, INC	P.O. BOX 849737	DALLAS	TX 78284-9737	9/23/2011	51.96	
MOTION INDUSTRIES, INC	P.O. BOX 849737	DALLAS	TX 78284-9737	10/4/2011	1,379.44	
					1,743.14	9,842.77
MOULE PAINT AND GLASS, INC.	P.O. BOX 363	GRASS VALLEY	CA 95945-0000	9/27/2011	133.36	
MOULE PAINT AND GLASS, INC.	P.O. BOX 363	GRASS VALLEY	CA 95945-0000	9/29/2011	2,511.40	
					2,644.76	1,035.92
MUELLER RECREATIONAL PRODUCTS	4825 S 16TH ST	LINCOLN	NE 68512-0000	8/25/2011	5,000.00	
MUELLER RECREATIONAL PRODUCTS	4825 S 16TH ST	LINCOLN	NE 68512-0000	9/9/2011	5,000.00	
					10,000.00	19,100.98
NATIONAL LIGHTING	16826 EDWARDS ROAD	CERRITOS	CA 90703-0000	8/25/2011	745.24	
NATIONAL LIGHTING	16826 EDWARDS ROAD	CERRITOS	CA 90703-0000	9/2/2011	745.24	
NATIONAL LIGHTING	16826 EDWARDS ROAD	CERRITOS	CA 90703-0000	9/9/2011	372.62	
NATIONAL LIGHTING	16826 EDWARDS ROAD	CERRITOS	CA 90703-0000	9/23/2011	372.62	
NATIONAL LIGHTING	16826 EDWARDS ROAD	CERRITOS	CA 90703-0000	10/10/2011	6,940.98	
					9,176.70	52,853.42
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	8/24/2011	1,256.00	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	8/25/2011	1,420.20	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	8/25/2011	5,859.12	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	8/25/2011	23,421.00	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	8/26/2011	1,944.00	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	8/26/2011	4,808.00	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	8/29/2011	32,301.90	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	8/30/2011	1,592.00	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	8/31/2011	21,485.60	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/1/2011	22,109.08	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/2/2011	2,319.32	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/2/2011	3,126.00	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/2/2011	5,859.12	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/6/2011	7,648.16	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/6/2011	21,946.88	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/7/2011	33,038.12	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/8/2011	2,045.40	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/9/2011	934.88	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/9/2011	2,929.56	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/9/2011	4,309.25	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/9/2011	14,386.49	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/12/2011	13,656.72	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/13/2011	8,799.50	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/15/2011	7,663.82	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/16/2011	934.88	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/20/2011	5,043.68	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/23/2011	934.88	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/23/2011	2,929.56	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/26/2011	4,419.00	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	9/28/2011	6,158.95	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	10/4/2011	231.00	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	10/10/2011	13,090.16	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	10/14/2011	1,889.74	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	10/14/2011	5,859.12	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	10/17/2011	2,946.00	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	10/19/2011	3,767.04	
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT 84165-0000	10/20/2011	3,936.00	

Furniture by Thurston

Case No. 11-12858

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within  
 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT	84165-0000	10/24/2011	2,004.00		
NATIONAL WOOD INC.	P.O. BOX 65599	SALT LAKE CITY	UT	84165-0000	10/26/2011	1,161.42		
						299,245.55	462,240.16	
NEVADA COUNTY HARDWOODS	P.O. BOX 1925	PENN VALLEY	CA	95946-0000	8/25/2011	410.39		
NEVADA COUNTY HARDWOODS	P.O. BOX 1925	PENN VALLEY	CA	95946-0000	8/31/2011	1,429.88		
NEVADA COUNTY HARDWOODS	P.O. BOX 1925	PENN VALLEY	CA	95946-0000	8/31/2011	7,842.27		
NEVADA COUNTY HARDWOODS	P.O. BOX 1925	PENN VALLEY	CA	95946-0000	9/2/2011	410.39		
NEVADA COUNTY HARDWOODS	P.O. BOX 1925	PENN VALLEY	CA	95946-0000	9/9/2011	205.19		
NEVADA COUNTY HARDWOODS	P.O. BOX 1925	PENN VALLEY	CA	95946-0000	9/9/2011	7,833.60		
NEVADA COUNTY HARDWOODS	P.O. BOX 1925	PENN VALLEY	CA	95946-0000	9/14/2011	7,996.29		
NEVADA COUNTY HARDWOODS	P.O. BOX 1925	PENN VALLEY	CA	95946-0000	9/16/2011	205.19		
NEVADA COUNTY HARDWOODS	P.O. BOX 1925	PENN VALLEY	CA	95946-0000	9/21/2011	9,146.85		
NEVADA COUNTY HARDWOODS	P.O. BOX 1925	PENN VALLEY	CA	95946-0000	9/23/2011	205.19		
						35,685.24	17,851.78	
NEVADA IRRIGATION DISTRICT	1036 W MAIN STREET	GRASS VALLEY	CA	95945-0000	9/12/2011	129.01		
NEVADA IRRIGATION DISTRICT	1036 W MAIN STREET	GRASS VALLEY	CA	95945-0000	10/12/2011	35.50		
NEVADA IRRIGATION DISTRICT	1036 W MAIN STREET	GRASS VALLEY	CA	95945-0000	10/20/2011	249.52		
						414.03	323.91	
NITRAM INC.		0		00000-0000	9/12/2011	192.00		
						192.00	96.00	
NORTHERN SIERRA PROPANE	13120 JOHN BAUER AVENUE	GRASS VALLEY	CA	95945-0000	8/25/2011	288.08		
NORTHERN SIERRA PROPANE	13120 JOHN BAUER AVENUE	GRASS VALLEY	CA	95945-0000	9/2/2011	288.08		
NORTHERN SIERRA PROPANE	13120 JOHN BAUER AVENUE	GRASS VALLEY	CA	95945-0000	9/9/2011	144.04		
NORTHERN SIERRA PROPANE	13120 JOHN BAUER AVENUE	GRASS VALLEY	CA	95945-0000	9/16/2011	144.04		
NORTHERN SIERRA PROPANE	13120 JOHN BAUER AVENUE	GRASS VALLEY	CA	95945-0000	9/23/2011	144.04		
NORTHERN SIERRA PROPANE	13120 JOHN BAUER AVENUE	GRASS VALLEY	CA	95945-0000	10/5/2011	1,263.76		
NORTHERN SIERRA PROPANE	13120 JOHN BAUER AVENUE	GRASS VALLEY	CA	95945-0000	10/21/2011	211.91		
						2,483.95		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	8/25/2011	3,719.75		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	9/1/2011	26,578.80		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	9/2/2011	3,719.75		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	9/9/2011	1,859.88		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	9/14/2011	14,476.68		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	9/16/2011	1,859.88		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	9/16/2011	15,068.86		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	9/16/2011	29,800.00		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	10/6/2011	673.75		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	10/10/2011	19,113.30		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	10/12/2011	915.00		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	10/17/2011	31,572.00		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	10/19/2011	16,759.00		
ORE PAC HARDWOODS PRODUCTS	M/S 60, P.O. BOX 4300	PORTLAND	OR	97208-0000	10/25/2011	9,048.00		
						175,164.65	256,646.41	
PAVCO CONTRACTING GROUP LLC	1905 AIRPORT BLVD	MELBOURNE	FL	32901-0000	9/2/2011	141.99		
PAVCO CONTRACTING GROUP LLC	1905 AIRPORT BLVD	MELBOURNE	FL	32901-0000	9/9/2011	70.99		
PAVCO CONTRACTING GROUP LLC	1905 AIRPORT BLVD	MELBOURNE	FL	32901-0000	9/16/2011	70.99		
						283.97	4,204.87	
PG&E	127 E MAIN STREET	GRASS VALLEY	CA	95945-0000	9/23/2011	225.93		
PG&E	127 E MAIN STREET	GRASS VALLEY	CA	95945-0000	10/3/2011	26,732.16		
PG&E	127 E MAIN STREET	GRASS VALLEY	CA	95945-0000	10/11/2011	7,500.00		
PG&E	127 E MAIN STREET	GRASS VALLEY	CA	95945-0000	10/31/2011	10,463.70		
						44,921.79	54,627.77	
PIONEER FURNITURE MFG CO	P.O. BOX 705	ATHENS	TN	37371-0705	8/25/2011	281.01		
PIONEER FURNITURE MFG CO	P.O. BOX 705	ATHENS	TN	37371-0705	9/2/2011	281.01		
PIONEER FURNITURE MFG CO	P.O. BOX 705	ATHENS	TN	37371-0705	9/16/2011	140.51		
PIONEER FURNITURE MFG CO	P.O. BOX 705	ATHENS	TN	37371-0705	9/23/2011	140.51		
						843.04	200,049.21	
PRECISION FINISHING	P.O. BOX 1501	GRASS VALLEY	CA	95945-0000	8/26/2011	15,000.00		
PRECISION FINISHING	P.O. BOX 1501	GRASS VALLEY	CA	95945-0000	9/1/2011	5,400.00		
PRECISION FINISHING	P.O. BOX 1501	GRASS VALLEY	CA	95945-0000	9/1/2011	15,000.00		
PRECISION FINISHING	P.O. BOX 1501	GRASS VALLEY	CA	95945-0000	9/7/2011	9,300.00		
PRECISION FINISHING	P.O. BOX 1501	GRASS VALLEY	CA	95945-0000	9/9/2011	15,000.00		
PRECISION FINISHING	P.O. BOX 1501	GRASS VALLEY	CA	95945-0000	9/13/2011	75.00		
PRECISION FINISHING	P.O. BOX 1501	GRASS VALLEY	CA	95945-0000	9/15/2011	1,440.00		
PRECISION FINISHING	P.O. BOX 1501	GRASS VALLEY	CA	95945-0000	9/16/2011	15,000.00		
PRECISION FINISHING	P.O. BOX 1501	GRASS VALLEY	CA	95945-0000	10/21/2011	15,000.00		
						91,215.00	290,090.91	
PRECISION MOLDING/DOUG BALCOM	P.O. BOX 7775	SAN FRANCISCO	CA	94120-7775	8/25/2011	555.94		

Furniture by Thurston

Case No. 11-12858

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within  
 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
PRECISION MOLDING/DOUG BALCOM	P.O. BOX 7775	SAN FRANCISCO	CA	94120-7775	9/2/2011	564.36		
PRECISION MOLDING/DOUG BALCOM	P.O. BOX 7775	SAN FRANCISCO	CA	94120-7775	9/9/2011	277.97		
PRECISION MOLDING/DOUG BALCOM	P.O. BOX 7775	SAN FRANCISCO	CA	94120-7775	9/16/2011	277.97		
						1,676.24	35,293.79	
PROFESSIONAL MACHINERY GROUP, INC.	1885 N. MACARTHUR DRIVE	TRACY	CA	95376-0000	8/25/2011	88.50		
PROFESSIONAL MACHINERY GROUP, INC.	1885 N. MACARTHUR DRIVE	TRACY	CA	95376-0000	9/2/2011	88.50		
PROFESSIONAL MACHINERY GROUP, INC.	1885 N. MACARTHUR DRIVE	TRACY	CA	95376-0000	9/9/2011	44.25		
PROFESSIONAL MACHINERY GROUP, INC.	1885 N. MACARTHUR DRIVE	TRACY	CA	95376-0000	9/23/2011	44.25		
						265.50	5,663.87	
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	8/25/2011	1,064.09		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	8/25/2011	24,537.25		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	8/26/2011	5,980.00		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	8/29/2011	40,819.48		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	8/30/2011	6,817.89		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	8/31/2011	23,711.72		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/1/2011	9,828.42		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/2/2011	1,064.09		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/6/2011	30,172.79		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/7/2011	1,988.00		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/7/2011	7,868.98		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/9/2011	532.05		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/9/2011	8,256.00		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/12/2011	21,316.96		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/13/2011	11,986.95		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/15/2011	480.57		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/16/2011	532.05		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/16/2011	17,681.30		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/20/2011	2,734.29		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/21/2011	1,500.00		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/22/2011	30,590.17		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/23/2011	532.05		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/23/2011	625.00		
QUALITY METAL FABRICATION, LLC	12810 EARHART AVE	AUBURN	CA	95602-0000	9/27/2011	863.42		
						251,483.52	67,569.84	
RICHELIEU AMERICA	7021 STERLING PONDS BLVD	STERLING HGTS	MI	48312-0000	8/25/2011	5,100.38		
RICHELIEU AMERICA	7021 STERLING PONDS BLVD	STERLING HGTS	MI	48312-0000	8/29/2011	20,000.00		
RICHELIEU AMERICA	7021 STERLING PONDS BLVD	STERLING HGTS	MI	48312-0000	9/2/2011	5,100.38		
RICHELIEU AMERICA	7021 STERLING PONDS BLVD	STERLING HGTS	MI	48312-0000	9/9/2011	2,550.19		
RICHELIEU AMERICA	7021 STERLING PONDS BLVD	STERLING HGTS	MI	48312-0000	9/16/2011	2,550.19		
RICHELIEU AMERICA	7021 STERLING PONDS BLVD	STERLING HGTS	MI	48312-0000	10/3/2011	2,160.00		
RICHELIEU AMERICA	7021 STERLING PONDS BLVD	STERLING HGTS	MI	48312-0000	10/12/2011	14,880.00		
RICHELIEU AMERICA	7021 STERLING PONDS BLVD	STERLING HGTS	MI	48312-0000	10/27/2011	7,920.00		
						60,061.14	84,457.30	
RICK EWALD	108 GROVE STREET	NEVADA CITY	CA	95959-0000	10/6/2011	217.70		
						217.70	170.00	
ROCKFORD PROCESS	P.O. BOX 4533	ROCKFORD	IL	61110-4533	8/25/2011	90.63		
ROCKFORD PROCESS	P.O. BOX 4533	ROCKFORD	IL	61110-4533	9/2/2011	90.63		
ROCKFORD PROCESS	P.O. BOX 4533	ROCKFORD	IL	61110-4533	9/9/2011	45.32		
ROCKFORD PROCESS	P.O. BOX 4533	ROCKFORD	IL	61110-4533	9/16/2011	45.32		
ROCKFORD PROCESS	P.O. BOX 4533	ROCKFORD	IL	61110-4533	9/23/2011	45.32		
						317.22	5,979.94	
ROGERS MACHINERY COMPANY, INC.	P.O. BOX 230429	PORTLAND	OR	97281-0429	8/25/2011	143.86		
ROGERS MACHINERY COMPANY, INC.	P.O. BOX 230429	PORTLAND	OR	97281-0429	9/2/2011	143.86		
ROGERS MACHINERY COMPANY, INC.	P.O. BOX 230429	PORTLAND	OR	97281-0429	9/9/2011	71.93		
ROGERS MACHINERY COMPANY, INC.	P.O. BOX 230429	PORTLAND	OR	97281-0429	9/16/2011	71.93		
ROGERS MACHINERY COMPANY, INC.	P.O. BOX 230429	PORTLAND	OR	97281-0429	9/23/2011	71.93		
						503.51	14,776.23	
S&Y TRADING CORP	2200 NORTH FEDERAL HIGHWAY, SUITE 229C	BOCA RATON	FL	33431-0000	8/25/2011	7,909.23		
S&Y TRADING CORP	2200 NORTH FEDERAL HIGHWAY, SUITE 229C	BOCA RATON	FL	33431-0000	9/2/2011	4,500.00		
S&Y TRADING CORP	2200 NORTH FEDERAL HIGHWAY, SUITE 229C	BOCA RATON	FL	33431-0000	9/16/2011	4,500.00		
S&Y TRADING CORP	2200 NORTH FEDERAL HIGHWAY, SUITE 229C	BOCA RATON	FL	33431-0000	10/21/2011	4,500.00		
						21,409.23	27,000.00	
SAFETY KLEEN	P.O. BOX 7170	PASADENA	CA	91109-7170	8/31/2011	25.00		
						25.00	1,431.68	
SAROYAN LUMBER	6230 SOUTH ALAMEDA STREET	HUNTINGTON PARK	CA	90255-0000	8/25/2011	518.24		
SAROYAN LUMBER	6230 SOUTH ALAMEDA STREET	HUNTINGTON PARK	CA	90255-0000	8/31/2011	11,915.43		
SAROYAN LUMBER	6230 SOUTH ALAMEDA STREET	HUNTINGTON PARK	CA	90255-0000	9/2/2011	518.24		
SAROYAN LUMBER	6230 SOUTH ALAMEDA STREET	HUNTINGTON PARK	CA	90255-0000	9/9/2011	259.12		
SAROYAN LUMBER	6230 SOUTH ALAMEDA STREET	HUNTINGTON PARK	CA	90255-0000	9/23/2011	259.12		

Furniture by Thurston

Case No. 11-12858

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
					13,470.15	32,834.87
SAUDER MANUFACTURING CO.	P.O. BOX 230	ARCHBOLD	OH 43502-0000	8/24/2011	12,244.24	
SAUDER MANUFACTURING CO.	P.O. BOX 230	ARCHBOLD	OH 43502-0000	8/25/2011	2,538.37	
SAUDER MANUFACTURING CO.	P.O. BOX 230	ARCHBOLD	OH 43502-0000	9/2/2011	2,538.37	
SAUDER MANUFACTURING CO.	P.O. BOX 230	ARCHBOLD	OH 43502-0000	9/9/2011	1,269.18	
SAUDER MANUFACTURING CO.	P.O. BOX 230	ARCHBOLD	OH 43502-0000	9/9/2011	1,269.18	
SAUDER MANUFACTURING CO.	P.O. BOX 230	ARCHBOLD	OH 43502-0000	9/16/2011	1,269.18	
SAUDER MANUFACTURING CO.	P.O. BOX 230	ARCHBOLD	OH 43502-0000	9/16/2011	1,269.18	
SAUDER MANUFACTURING CO.	P.O. BOX 230	ARCHBOLD	OH 43502-0000	9/23/2011	1,269.18	
					23,666.88	165,742.37
SCM GROUP USA, INC.	DEPARTMENT 3318, P.O. BOX 2153	BIRMINGHAM	AL 35287-3318	9/15/2011	2,644.09	
					2,644.09	46,558.94
SHAW INDUSTRIES, INC.	FILE #56908	LOS ANGELES	CA 90074-6908	8/25/2011	383.32	
SHAW INDUSTRIES, INC.	FILE #56908	LOS ANGELES	CA 90074-6908	9/2/2011	383.32	
SHAW INDUSTRIES, INC.	FILE #56908	LOS ANGELES	CA 90074-6908	9/9/2011	191.66	
SHAW INDUSTRIES, INC.	FILE #56908	LOS ANGELES	CA 90074-6908	9/16/2011	191.66	
					1,149.96	24,532.20
SHELTER FOREST INTERNATIONAL, INC.	1490 SE GIDEON STREET, STE 200	PORTLAND	OR 97202-0000	8/24/2011	60,508.91	
SHELTER FOREST INTERNATIONAL, INC.	1490 SE GIDEON STREET, STE 200	PORTLAND	OR 97202-0000	8/26/2011	60,000.00	
SHELTER FOREST INTERNATIONAL, INC.	1490 SE GIDEON STREET, STE 200	PORTLAND	OR 97202-0000	8/30/2011	60,000.00	
SHELTER FOREST INTERNATIONAL, INC.	1490 SE GIDEON STREET, STE 200	PORTLAND	OR 97202-0000	9/2/2011	30,000.00	
SHELTER FOREST INTERNATIONAL, INC.	1490 SE GIDEON STREET, STE 200	PORTLAND	OR 97202-0000	9/2/2011	30,000.00	
SHELTER FOREST INTERNATIONAL, INC.	1490 SE GIDEON STREET, STE 200	PORTLAND	OR 97202-0000	9/7/2011	35,000.00	
SHELTER FOREST INTERNATIONAL, INC.	1490 SE GIDEON STREET, STE 200	PORTLAND	OR 97202-0000	9/8/2011	42,500.00	
SHELTER FOREST INTERNATIONAL, INC.	1490 SE GIDEON STREET, STE 200	PORTLAND	OR 97202-0000	10/5/2011	42,500.00	
SHELTER FOREST INTERNATIONAL, INC.	1490 SE GIDEON STREET, STE 200	PORTLAND	OR 97202-0000	10/6/2011	52,958.72	
SHELTER FOREST INTERNATIONAL, INC.	1490 SE GIDEON STREET, STE 200	PORTLAND	OR 97202-0000	10/10/2011	30,883.26	
SHELTER FOREST INTERNATIONAL, INC.	1490 SE GIDEON STREET, STE 200	PORTLAND	OR 97202-0000	10/10/2011	31,476.74	
					475,827.63	299,997.64
SLEEPRITE INDUSTRIES INC	1492 ROLLINS RD.	BURLINGAME	CA 94010-0000	8/24/2011	44,688.00	
SLEEPRITE INDUSTRIES INC	1492 ROLLINS RD.	BURLINGAME	CA 94010-0000	8/25/2011	1,644.11	
SLEEPRITE INDUSTRIES INC	1492 ROLLINS RD.	BURLINGAME	CA 94010-0000	9/2/2011	1,644.11	
SLEEPRITE INDUSTRIES INC	1492 ROLLINS RD.	BURLINGAME	CA 94010-0000	9/9/2011	822.06	
SLEEPRITE INDUSTRIES INC	1492 ROLLINS RD.	BURLINGAME	CA 94010-0000	9/16/2011	822.06	
SLEEPRITE INDUSTRIES INC	1492 ROLLINS RD.	BURLINGAME	CA 94010-0000	9/23/2011	822.06	
SLEEPRITE INDUSTRIES INC	1492 ROLLINS RD.	BURLINGAME	CA 94010-0000	10/19/2011	25,000.00	
					75,442.40	168,683.13
SPECIALTY LIGHTING	P.O. BOX 780	FALLSTON	NC 28042-0000	8/25/2011	288.61	
SPECIALTY LIGHTING	P.O. BOX 780	FALLSTON	NC 28042-0000	9/2/2011	288.61	
SPECIALTY LIGHTING	P.O. BOX 780	FALLSTON	NC 28042-0000	9/9/2011	144.31	
SPECIALTY LIGHTING	P.O. BOX 780	FALLSTON	NC 28042-0000	9/23/2011	144.31	
					865.84	18,471.11
STAPLES ADVANTAGE	FEDERAL GOVERNMENT SALES DIVISION, 45 CEDAR LANE	ENGLEWOOD	NJ 07631-0000	8/25/2011	409.63	
STAPLES ADVANTAGE	FEDERAL GOVERNMENT SALES DIVISION, 45 CEDAR LANE	ENGLEWOOD	NJ 07631-0000	9/2/2011	409.63	
STAPLES ADVANTAGE	FEDERAL GOVERNMENT SALES DIVISION, 45 CEDAR LANE	ENGLEWOOD	NJ 07631-0000	9/9/2011	204.81	
STAPLES ADVANTAGE	FEDERAL GOVERNMENT SALES DIVISION, 45 CEDAR LANE	ENGLEWOOD	NJ 07631-0000	9/16/2011	204.81	
					1,228.88	26,399.07
SUSAN OR DOUG MCINTOSH	P.O. BOX 336	NEVADA CITY	CA 95959-0000	9/1/2011	1,600.00	
SUSAN OR DOUG MCINTOSH	P.O. BOX 336	NEVADA CITY	CA 95959-0000	10/4/2011	1,663.72	
					3,263.72	100.99
SUSAN THURSTON	13420 WOODROSE WAY	GRASS VALLEY	CA 95945-0000	9/1/2011	11,880.00	
SUSAN THURSTON	13420 WOODROSE WAY	GRASS VALLEY	CA 95945-0000	10/11/2011	11,880.00	
					23,760.00	23,760.00
THE CABINET COMPANY INC.	416 CROWN POINT CIRCLE SUITE 7	GRASS VALLEY	CA 95945-0000	8/25/2011	325.19	
THE CABINET COMPANY INC.	416 CROWN POINT CIRCLE SUITE 7	GRASS VALLEY	CA 95945-0000	9/2/2011	325.19	
THE CABINET COMPANY INC.	416 CROWN POINT CIRCLE SUITE 7	GRASS VALLEY	CA 95945-0000	9/9/2011	162.59	
THE CABINET COMPANY INC.	416 CROWN POINT CIRCLE SUITE 7	GRASS VALLEY	CA 95945-0000	9/16/2011	162.59	
					975.56	20,649.53
THE SHERWIN WILLIAMS COMPANY	250 DOS RIOS STREET	SACRAMENTO	CA 95811-0442	8/24/2011	1,309.50	
THE SHERWIN WILLIAMS COMPANY	250 DOS RIOS STREET	SACRAMENTO	CA 95811-0442	8/26/2011	1,403.93	
THE SHERWIN WILLIAMS COMPANY	250 DOS RIOS STREET	SACRAMENTO	CA 95811-0442	9/2/2011	2,596.10	
THE SHERWIN WILLIAMS COMPANY	250 DOS RIOS STREET	SACRAMENTO	CA 95811-0442	9/13/2011	4,584.40	
THE SHERWIN WILLIAMS COMPANY	250 DOS RIOS STREET	SACRAMENTO	CA 95811-0442	9/21/2011	1,904.55	
THE SHERWIN WILLIAMS COMPANY	250 DOS RIOS STREET	SACRAMENTO	CA 95811-0442	10/5/2011	1,283.30	
THE SHERWIN WILLIAMS COMPANY	250 DOS RIOS STREET	SACRAMENTO	CA 95811-0442	10/14/2011	811.56	
THE SHERWIN WILLIAMS COMPANY	250 DOS RIOS STREET	SACRAMENTO	CA 95811-0442	10/21/2011	4,364.68	
					18,260.02	32,656.03



Furniture by Thurston

Case No. 11-12858

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
U-HAUL	P.O. BOX 52128	PHOENIX	AZ 85072-2128	8/25/2011	25.76	
U-HAUL	P.O. BOX 52128	PHOENIX	AZ 85072-2128	9/2/2011	25.76	
U-HAUL	P.O. BOX 52128	PHOENIX	AZ 85072-2128	9/9/2011	12.88	
U-HAUL	P.O. BOX 52128	PHOENIX	AZ 85072-2128	9/16/2011	12.88	
U-HAUL	P.O. BOX 52128	PHOENIX	AZ 85072-2128	9/23/2011	12.88	
					90.16	1,635.79
UNISOURCE WORLDWIDE, INC.	FILE 57006	LOS ANGELES	CA 90074-7006	8/25/2011	438.99	
UNISOURCE WORLDWIDE, INC.	FILE 57006	LOS ANGELES	CA 90074-7006	9/2/2011	438.99	
UNISOURCE WORLDWIDE, INC.	FILE 57006	LOS ANGELES	CA 90074-7006	9/9/2011	219.49	
UNISOURCE WORLDWIDE, INC.	FILE 57006	LOS ANGELES	CA 90074-7006	9/16/2011	219.49	
UNISOURCE WORLDWIDE, INC.	FILE 57006	LOS ANGELES	CA 90074-7006	9/23/2011	219.49	
					1,536.45	26,990.34
UNITED PARCEL SERVICE	P.O. BOX 894820	LOS ANGELES	CA 90189-4820	9/7/2011	15,489.32	
					15,489.32	16,163.43
UNIVERSAL CUSTOM DISPLAY	9104 ELKMONT WAY	ELK GROVE	CA 95624-0000	10/13/2011	6,009.62	
					6,009.62	46,869.29
UPS FREIGHT	28013 NETWORK PLACE	CHICAGO	IL 60673-1280	9/15/2011	143.75	
					143.75	1,531.92
UPS INTERNATIONAL PACKAGE SERVICE	28013 NETWORK PALCE	CHICAGO	IL 60673-1280	8/25/2011	178.24	
UPS INTERNATIONAL PACKAGE SERVICE	28013 NETWORK PALCE	CHICAGO	IL 60673-1280	9/2/2011	848.16	
UPS INTERNATIONAL PACKAGE SERVICE	28013 NETWORK PALCE	CHICAGO	IL 60673-1280	9/9/2011	89.12	
UPS INTERNATIONAL PACKAGE SERVICE	28013 NETWORK PALCE	CHICAGO	IL 60673-1280	9/16/2011	89.12	
UPS INTERNATIONAL PACKAGE SERVICE	28013 NETWORK PALCE	CHICAGO	IL 60673-1280	9/23/2011	89.12	
					1,293.76	15,324.51
VARSITY GRINDING/DAVE ZINOLA	21399 DUCKABUSH CT	GRASS VALLEY	CA 95949-0000	8/25/2011	55.87	
VARSITY GRINDING/DAVE ZINOLA	21399 DUCKABUSH CT	GRASS VALLEY	CA 95949-0000	8/31/2011	2,564.00	
VARSITY GRINDING/DAVE ZINOLA	21399 DUCKABUSH CT	GRASS VALLEY	CA 95949-0000	9/2/2011	55.87	
VARSITY GRINDING/DAVE ZINOLA	21399 DUCKABUSH CT	GRASS VALLEY	CA 95949-0000	9/9/2011	27.93	
VARSITY GRINDING/DAVE ZINOLA	21399 DUCKABUSH CT	GRASS VALLEY	CA 95949-0000	9/16/2011	27.93	
VARSITY GRINDING/DAVE ZINOLA	21399 DUCKABUSH CT	GRASS VALLEY	CA 95949-0000	9/23/2011	27.93	
VARSITY GRINDING/DAVE ZINOLA	21399 DUCKABUSH CT	GRASS VALLEY	CA 95949-0000	9/23/2011	4,011.60	
					6,771.13	8,283.92
VERIZON WIRELESS	P.O. BOX 660108	DALLAS	TX 75266-0108	9/22/2011	389.76	
					389.76	799.17
WASTE MANAGEMENT	P. O. BOX 78251	PHOENIX	AZ 85062-8251	8/25/2011	241.25	
WASTE MANAGEMENT	P. O. BOX 78251	PHOENIX	AZ 85062-8251	8/29/2011	481.77	
WASTE MANAGEMENT	P. O. BOX 78251	PHOENIX	AZ 85062-8251	9/2/2011	241.25	
WASTE MANAGEMENT	P. O. BOX 78251	PHOENIX	AZ 85062-8251	9/9/2011	120.62	
WASTE MANAGEMENT	P. O. BOX 78251	PHOENIX	AZ 85062-8251	9/15/2011	26,233.61	
					27,318.50	20,158.62
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	8/25/2011	343.11	
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	9/2/2011	343.11	
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	9/9/2011	171.56	
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	9/16/2011	171.56	
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	9/16/2011	171.56	
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	9/23/2011	343.11	
					1,544.01	9,092.44
YRC	P.O. BOX 93151	CHICAGO	IL 60673-3151	8/25/2011	137.25	
YRC	P.O. BOX 93151	CHICAGO	IL 60673-3151	9/2/2011	137.25	
YRC	P.O. BOX 93151	CHICAGO	IL 60673-3151	9/9/2011	68.63	
YRC	P.O. BOX 93151	CHICAGO	IL 60673-3151	9/16/2011	68.63	
YRC	P.O. BOX 93151	CHICAGO	IL 60673-3151	9/23/2011	68.63	
					480.39	8,715.56
YUBA DOCS MEDICAL GROUP, INC	2090 NEVADA CITY HWY	GRASS VALLEY	CA 95945-0000	8/28/2011	1,106.00	
					1,106.00	1,495.00

Furniture by Thurston

Case No. 11-12858

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3c Payments made to or for the benefit of insiders  
 one year preceding the petition date

Name and Address of Creditor		Relationship	Payment Date	Amount Paid	Amount Still Owing
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	11/26/2010	2,551.53
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	11/26/2010	1,682.99
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	12/10/2010	2,551.53
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	12/24/2010	2,729.78
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	01/07/2011	2,568.94
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	01/21/2011	2,568.94
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	02/04/2011	850.88
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	02/04/2011	2,568.94
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	02/04/2011	850.88
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	02/04/2011	1,677.55
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	02/18/2011	2,568.94
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	03/04/2011	2,528.73
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	03/04/2011	(1,677.55)
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	03/04/2011	(850.88)
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	03/18/2011	2,528.73
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	04/01/2011	2,578.73
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	04/15/2011	2,678.73
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	04/29/2011	2,678.77
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	05/13/2011	2,678.73
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	05/27/2011	1,677.55
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	06/10/2011	2,678.73
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	06/24/2011	2,678.73
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	07/08/2011	2,621.62
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	07/22/2011	3,383.52
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	08/05/2011	2,621.62
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	08/19/2011	2,621.66
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	09/02/2011	2,621.62
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	09/16/2011	2,621.66
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	09/30/2011	1,239.02
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	09/30/2011	1,677.55
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	09/30/2011	2,621.62
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	10/14/2011	2,621.62
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	10/28/2011	2,621.62
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	10/28/2011	1,677.55
Dan Slayton	c/o Furniture by Thurston, 179 Clydesdale Ct.	Grass Valley CA 95945-0000	Vice President	11/11/2011	2,621.62
				74,922.20	

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
3A COMPOSITES	23160 NETWORK PLACE	CHICAGO	IL	60673-1231	9/24/2011	6,601.40		
3A COMPOSITES	23160 NETWORK PLACE	CHICAGO	IL	60673-1231	10/7/2011	6,601.40		
						13,202.80	13,202.80	
AAA COOPER TRANSPORTATION	P.O. BOX 102442	ATLANTA	GA	30368-2442	9/7/2011	628.98		
						628.98		
ABEL MARTINEZ SR	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/11/2011	210.00		
						210.00	270.00	
ABSECON MILLS INC	P.O. BOX 672	COLOGNE	NJ	08213-0000	8/25/2011	86.26		
ABSECON MILLS INC	P.O. BOX 672	COLOGNE	NJ	08213-0000	9/2/2011	86.26		
ABSECON MILLS INC	P.O. BOX 672	COLOGNE	NJ	08213-0000	9/9/2011	86.26		
ABSECON MILLS INC	P.O. BOX 672	COLOGNE	NJ	08213-0000	9/21/2011	43.13		
						301.91	5,477.40	
ABSOCOLD CORP	DEPT 6013	CAROL STREAM	IL	60122-6013	8/30/2011	25,000.00		
ABSOCOLD CORP	DEPT 6013	CAROL STREAM	IL	60122-6013	9/1/2011	70,345.50		
ABSOCOLD CORP	DEPT 6013	CAROL STREAM	IL	60122-6013	9/7/2011	25,000.00		
ABSOCOLD CORP	DEPT 6013	CAROL STREAM	IL	60122-6013	9/18/2011	6,115.65		
ABSOCOLD CORP	DEPT 6013	CAROL STREAM	IL	60122-6013	9/19/2011	25,000.00		
ABSOCOLD CORP	DEPT 6013	CAROL STREAM	IL	60122-6013	9/20/2011	25,000.00		
ABSOCOLD CORP	DEPT 6013	CAROL STREAM	IL	60122-6013	10/7/2011	44,662.32		
ABSOCOLD CORP	DEPT 6013	CAROL STREAM	IL	60122-6013	10/21/2011	25,000.00		
						246,123.47	20,622.46	
ACCRETIVE SOLUTIONS	300 CONVENT STREET, SUITE 2460	SAN ANTONIO	TX	78205-0000	9/2/2011	318.35		
ACCRETIVE SOLUTIONS	300 CONVENT STREET, SUITE 2460	SAN ANTONIO	TX	78205-0000	9/7/2011	318.35		
ACCRETIVE SOLUTIONS	300 CONVENT STREET, SUITE 2460	SAN ANTONIO	TX	78205-0000	9/19/2011	318.35		
ACCRETIVE SOLUTIONS	300 CONVENT STREET, SUITE 2460	SAN ANTONIO	TX	78205-0000	9/19/2011	318.35		
ACCRETIVE SOLUTIONS	300 CONVENT STREET, SUITE 2460	SAN ANTONIO	TX	78205-0000	11/4/2011	159.18		
						1,432.58	20,533.50	
ACETYLENE OXYGEN CO	822 SBC CENTER PARKWAY	SAN ANTONIO	TX	78219-0000	8/30/2011	80.50		
ACETYLENE OXYGEN CO	822 SBC CENTER PARKWAY	SAN ANTONIO	TX	78219-0000	9/8/2011	226.20		
ACETYLENE OXYGEN CO	822 SBC CENTER PARKWAY	SAN ANTONIO	TX	78219-0000	9/14/2011	67.00		
ACETYLENE OXYGEN CO	822 SBC CENTER PARKWAY	SAN ANTONIO	TX	78219-0000	10/12/2011	407.25		
ACETYLENE OXYGEN CO	822 SBC CENTER PARKWAY	SAN ANTONIO	TX	78219-0000	10/17/2011	67.00		
ACETYLENE OXYGEN CO	822 SBC CENTER PARKWAY	SAN ANTONIO	TX	78219-0000	10/27/2011	2,573.21		
						3,421.16	206.00	
ACUHO-I	ATTN: FACILITIES WORKSHOP, 941 CHATHAM LANE, SUITE 318	COLUMBUS	OH	43221-0000	8/25/2011	341.19		
ACUHO-I	ATTN: FACILITIES WORKSHOP, 941 CHATHAM LANE, SUITE 318	COLUMBUS	OH	43221-0000	8/30/2011	341.19		
ACUHO-I	ATTN: FACILITIES WORKSHOP, 941 CHATHAM LANE, SUITE 318	COLUMBUS	OH	43221-0000	9/7/2011	341.19		
ACUHO-I	ATTN: FACILITIES WORKSHOP, 941 CHATHAM LANE, SUITE 318	COLUMBUS	OH	43221-0000	10/20/2011	1,000.00		
ACUHO-I	ATTN: FACILITIES WORKSHOP, 941 CHATHAM LANE, SUITE 318	COLUMBUS	OH	43221-0000	10/25/2011	341.20		
						2,364.77	10,665.87	
AFFORDABLE INSTALLATIONS	PATRICK BRYAN, 12481 LITTLE DEER CREEK LN	NEVADA CITY	CA	95959-0000	9/12/2011	18,000.00		
AFFORDABLE INSTALLATIONS	PATRICK BRYAN, 12481 LITTLE DEER CREEK LN	NEVADA CITY	CA	95959-0000	9/16/2011	18,000.00		
AFFORDABLE INSTALLATIONS	PATRICK BRYAN, 12481 LITTLE DEER CREEK LN	NEVADA CITY	CA	95959-0000	10/21/2011	10,000.00		
						46,000.00	130,580.00	
AGE INDUSTRIES	P.O. BOX 539	CLEBURNE	TX	76033-0539	8/24/2011	454.59		
AGE INDUSTRIES	P.O. BOX 539	CLEBURNE	TX	76033-0539	8/30/2011	1,708.80		
AGE INDUSTRIES	P.O. BOX 539	CLEBURNE	TX	76033-0539	8/30/2011	6,800.00		
AGE INDUSTRIES	P.O. BOX 539	CLEBURNE	TX	76033-0539	8/31/2011	454.59		
AGE INDUSTRIES	P.O. BOX 539	CLEBURNE	TX	76033-0539	9/8/2011	454.59		
AGE INDUSTRIES	P.O. BOX 539	CLEBURNE	TX	76033-0539	9/15/2011	227.30		
AGE INDUSTRIES	P.O. BOX 539	CLEBURNE	TX	76033-0539	9/20/2011	1,708.80		
AGE INDUSTRIES	P.O. BOX 539	CLEBURNE	TX	76033-0539	9/28/2011	227.30		
AGE INDUSTRIES	P.O. BOX 539	CLEBURNE	TX	76033-0539	10/12/2011	1,708.80		
AGE INDUSTRIES	P.O. BOX 539	CLEBURNE	TX	76033-0539	11/4/2011	227.30		
						13,972.07	34,084.10	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO	TX	78229-0000	8/29/2011	41,936.14		
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO	TX	78229-0000	8/30/2011	32,025.29		
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO	TX	78229-0000	9/1/2011	22,669.74		
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO	TX	78229-0000	9/6/2011	27,167.15		
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO	TX	78229-0000	9/7/2011	28,600.70		

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/12/2011	6,347.90	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/12/2011	6,280.93	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/13/2011	6,290.08	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/13/2011	6,340.40	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/13/2011	6,376.99	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/14/2011	7,566.39	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/14/2011	7,667.03	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/15/2011	6,710.94	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/15/2011	6,697.21	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/16/2011	6,376.99	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/16/2011	6,381.57	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/19/2011	6,646.89	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/19/2011	6,463.91	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/20/2011	6,427.31	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/20/2011	6,340.40	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/20/2011	15,416.40	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/21/2011	12,662.50	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	9/30/2011	12,728.60	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	10/3/2011	12,049.50	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	10/3/2011	14,396.27	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	10/4/2011	7,118.08	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	10/4/2011	7,424.58	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	10/6/2011	14,542.66	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	10/6/2011	15,091.60	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	10/7/2011	19,722.85	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	10/11/2011	14,352.51	
AHMSA INTERNATIONAL	7550 IH 10 WEST STE 630	SAN ANTONIO TX	78229-0000	10/12/2011	15,328.57	
					412,148.08	118,545.64
AIRGAS SOUTHWEST	P.O. BOX 676031	DALLAS TX	75267-6031	8/24/2011	10.70	
AIRGAS SOUTHWEST	P.O. BOX 676031	DALLAS TX	75267-6031	8/30/2011	10.70	
AIRGAS SOUTHWEST	P.O. BOX 676031	DALLAS TX	75267-6031	9/8/2011	10.70	
AIRGAS SOUTHWEST	P.O. BOX 676031	DALLAS TX	75267-6031	9/19/2011	10.70	
AIRGAS SOUTHWEST	P.O. BOX 676031	DALLAS TX	75267-6031	9/23/2011	10.70	
AIRGAS SOUTHWEST	P.O. BOX 676031	DALLAS TX	75267-6031	11/3/2011	10.70	
					64.20	1,164.07
AKZO NOBEL COATINGS INC	P.O. BOX 749742	LOS ANGELES CA	90074-9742	8/30/2011	64.31	
AKZO NOBEL COATINGS INC	P.O. BOX 749742	LOS ANGELES CA	90074-9742	9/1/2011	3,339.84	
AKZO NOBEL COATINGS INC	P.O. BOX 749742	LOS ANGELES CA	90074-9742	9/9/2011	64.31	
AKZO NOBEL COATINGS INC	P.O. BOX 749742	LOS ANGELES CA	90074-9742	9/16/2011	32.16	
AKZO NOBEL COATINGS INC	P.O. BOX 749742	LOS ANGELES CA	90074-9742	11/1/2011	32.16	
					3,532.78	4,508.55
ALAMO IRON WORKS	P.O. BOX 671789	DALLAS TX	75267-1789	9/15/2011	110.72	
ALAMO IRON WORKS	P.O. BOX 671789	DALLAS TX	75267-1789	9/15/2011	72.17	
ALAMO IRON WORKS	P.O. BOX 671789	DALLAS TX	75267-1789	9/28/2011	460.04	
ALAMO IRON WORKS	P.O. BOX 671789	DALLAS TX	75267-1789	10/19/2011	1,100.00	
ALAMO IRON WORKS	P.O. BOX 671789	DALLAS TX	75267-1789	10/21/2011	210.34	
					1,953.27	898.92
ALLE LTD	P.O. BOX 961	AMHERST NY	14226-0000	8/24/2011	419.27	
ALLE LTD	P.O. BOX 961	AMHERST NY	14226-0000	9/1/2011	419.27	
ALLE LTD	P.O. BOX 961	AMHERST NY	14226-0000	9/8/2011	419.27	
ALLE LTD	P.O. BOX 961	AMHERST NY	14226-0000	9/16/2011	2,064.00	
ALLE LTD	P.O. BOX 961	AMHERST NY	14226-0000	9/19/2011	209.64	
ALLE LTD	P.O. BOX 961	AMHERST NY	14226-0000	10/11/2011	209.64	
ALLE LTD	P.O. BOX 961	AMHERST NY	14226-0000	10/11/2011	209.64	
					3,950.73	27,832.71
ALLEGHENY DIMENSION	HC 33, BOX 3	PETERSBURG WV	26847-0000	8/24/2011	2,702.14	
ALLEGHENY DIMENSION	HC 33, BOX 3	PETERSBURG WV	26847-0000	8/31/2011	2,702.14	
ALLEGHENY DIMENSION	HC 33, BOX 3	PETERSBURG WV	26847-0000	9/8/2011	2,702.14	
ALLEGHENY DIMENSION	HC 33, BOX 3	PETERSBURG WV	26847-0000	9/16/2011	1,351.07	
ALLEGHENY DIMENSION	HC 33, BOX 3	PETERSBURG WV	26847-0000	9/23/2011	1,351.07	
ALLEGHENY DIMENSION	HC 33, BOX 3	PETERSBURG WV	26847-0000	10/11/2011	1,496.68	
ALLEGHENY DIMENSION	HC 33, BOX 3	PETERSBURG WV	26847-0000	11/3/2011	2,702.14	
					15,007.38	171,173.85
ALLEN & ALLEN CO	P.O. BOX 5140	SAN ANTONIO TX	78284-1599	8/30/2011	802.56	

KLN Steel Products Company, Inc.

Case No. 11-12855

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3b Payments made to any creditor within  
 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
ALLEN & ALLEN CO	P.O. BOX 5140	SAN ANTONIO TX	78284-1599	9/13/2011	626.22	
ALLEN & ALLEN CO	P.O. BOX 5140	SAN ANTONIO TX	78284-1599	9/16/2011	626.22	
ALLEN & ALLEN CO	P.O. BOX 5140	SAN ANTONIO TX	78284-1599	9/20/2011	802.56	
ALLEN & ALLEN CO	P.O. BOX 5140	SAN ANTONIO TX	78284-1599	10/6/2011	626.22	
ALLEN & ALLEN CO	P.O. BOX 5140	SAN ANTONIO TX	78284-1599	10/14/2011	1,506.56	
ALLEN & ALLEN CO	P.O. BOX 5140	SAN ANTONIO TX	78284-1599	10/19/2011	626.22	
ALLEN & ALLEN CO	P.O. BOX 5140	SAN ANTONIO TX	78284-1599	10/25/2011	802.56	
					6,419.12	915.20
ALLIANCE LAUNDRY SYSTEMS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS CO	80907-0000	8/24/2011	152,525.15	
ALLIANCE LAUNDRY SYSTEMS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS CO	80907-0000	8/25/2011	447.35	
ALLIANCE LAUNDRY SYSTEMS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS CO	80907-0000	8/25/2011	26,948.00	
ALLIANCE LAUNDRY SYSTEMS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS CO	80907-0000	9/1/2011	447.35	
ALLIANCE LAUNDRY SYSTEMS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS CO	80907-0000	9/8/2011	447.35	
ALLIANCE LAUNDRY SYSTEMS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS CO	80907-0000	9/19/2011	223.67	
ALLIANCE LAUNDRY SYSTEMS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS CO	80907-0000	9/19/2011	223.67	
ALLIANCE LAUNDRY SYSTEMS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS CO	80907-0000	9/29/2011	223.67	
ALLIANCE LAUNDRY SYSTEMS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS CO	80907-0000	9/29/2011	223.67	
ALLIANCE LAUNDRY SYSTEMS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS CO	80907-0000	10/7/2011	111,102.20	
ALLIANCE LAUNDRY SYSTEMS LLC	4720 FORGE RD STE 106	COLORADO SPRINGS CO	80907-0000	11/3/2011	447.35	
					293,259.43	27,961.91
ALLIED BARTON SECURITY	161 WASHINGTON STREET, SUITE 600	CONSHOHOCKEN PA	19428-0000	8/24/2011	1,625.51	
ALLIED BARTON SECURITY	161 WASHINGTON STREET, SUITE 600	CONSHOHOCKEN PA	19428-0000	8/31/2011	1,625.51	
ALLIED BARTON SECURITY	161 WASHINGTON STREET, SUITE 600	CONSHOHOCKEN PA	19428-0000	9/15/2011	1,503.36	
ALLIED BARTON SECURITY	161 WASHINGTON STREET, SUITE 600	CONSHOHOCKEN PA	19428-0000	9/23/2011	1,747.66	
ALLIED BARTON SECURITY	161 WASHINGTON STREET, SUITE 600	CONSHOHOCKEN PA	19428-0000	9/29/2011	1,610.46	
ALLIED BARTON SECURITY	161 WASHINGTON STREET, SUITE 600	CONSHOHOCKEN PA	19428-0000	10/13/2011	1,715.81	
ALLIED BARTON SECURITY	161 WASHINGTON STREET, SUITE 600	CONSHOHOCKEN PA	19428-0000	10/19/2011	1,503.36	
ALLIED BARTON SECURITY	161 WASHINGTON STREET, SUITE 600	CONSHOHOCKEN PA	19428-0000	10/27/2011	1,625.51	
					12,957.18	9,482.13
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA OK	74120-0000	8/24/2011	406.91	
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA OK	74120-0000	8/31/2011	406.91	
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA OK	74120-0000	9/7/2011	408.00	
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA OK	74120-0000	9/16/2011	6,738.93	
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA OK	74120-0000	9/20/2011	203.45	
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA OK	74120-0000	9/23/2011	203.45	
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA OK	74120-0000	9/23/2011	203.45	
ALLIED CONTRACT INC	124 N PEORIA AVE	TULSA OK	74120-0000	10/26/2011	5,214.00	
					13,785.10	6,711.99
ALLIED WASTE SERVICES 859	P.O. BOX 78829	PHOENIX AZ	85062-8829	8/31/2011	1,252.12	
ALLIED WASTE SERVICES 859	P.O. BOX 78829	PHOENIX AZ	85062-8829	9/8/2011	2,824.45	
ALLIED WASTE SERVICES 859	P.O. BOX 78829	PHOENIX AZ	85062-8829	11/1/2011	2,002.13	
ALLIED WASTE SERVICES 859	P.O. BOX 78829	PHOENIX AZ	85062-8829	11/4/2011	5,423.41	
					11,502.11	10,950.43
ALTEX ELECTRONICS LTD	11342 IH 35 NORTH	SAN ANTONIO TX	78233-0000	10/11/2011	771.98	
ALTEX ELECTRONICS LTD	11342 IH 35 NORTH	SAN ANTONIO TX	78233-0000	11/1/2011	77.74	
					849.72	983.83
AMADA AMERICA, INC.	P.O. BOX 530603	ATLANTA GA	30353-0603	9/6/2011	70.78	
AMADA AMERICA, INC.	P.O. BOX 530603	ATLANTA GA	30353-0603	9/13/2011	320.05	
AMADA AMERICA, INC.	P.O. BOX 530603	ATLANTA GA	30353-0603	9/15/2011	246.53	
AMADA AMERICA, INC.	P.O. BOX 530603	ATLANTA GA	30353-0603	9/16/2011	215.98	
AMADA AMERICA, INC.	P.O. BOX 530603	ATLANTA GA	30353-0603	9/29/2011	294.10	
AMADA AMERICA, INC.	P.O. BOX 530603	ATLANTA GA	30353-0603	10/5/2011	1,686.75	
AMADA AMERICA, INC.	P.O. BOX 530603	ATLANTA GA	30353-0603	10/17/2011	2,795.78	
AMADA AMERICA, INC.	P.O. BOX 530603	ATLANTA GA	30353-0603	10/19/2011	18,315.04	
					23,945.01	90,465.54
AMADA CAPITAL CORPORATION	P.O. BOX 31001-1445	PASADENA CA	91110-1445	8/31/2011	399.67	
AMADA CAPITAL CORPORATION	P.O. BOX 31001-1445	PASADENA CA	91110-1445	9/1/2011	9,420.16	
AMADA CAPITAL CORPORATION	P.O. BOX 31001-1445	PASADENA CA	91110-1445	9/1/2011	232.68	
AMADA CAPITAL CORPORATION	P.O. BOX 31001-1445	PASADENA CA	91110-1445	9/16/2011	399.67	
AMADA CAPITAL CORPORATION	P.O. BOX 31001-1445	PASADENA CA	91110-1445	10/3/2011	9,420.16	
AMADA CAPITAL CORPORATION	P.O. BOX 31001-1445	PASADENA CA	91110-1445	10/3/2011	232.68	
AMADA CAPITAL CORPORATION	P.O. BOX 31001-1445	PASADENA CA	91110-1445	11/1/2011	9,420.16	
AMADA CAPITAL CORPORATION	P.O. BOX 31001-1445	PASADENA CA	91110-1445	11/1/2011	232.68	

KLN Steel Products Company, Inc.

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ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor					Payment Date	Amount Paid	Amount Still Owing
						29,757.86	187,984.47
AMANDA-ANDREWS PERSONNEL CORP	P.O. BOX 33302	SAN ANTONIO	TX	78265-0000	9/8/2011	7,500.00	
						7,500.00	7,500.00
AMERICAN BEDDING	P.O. BOX 1048	ATHENS	TN	37371-0000	8/25/2011	50.00	
AMERICAN BEDDING	P.O. BOX 1048	ATHENS	TN	37371-0000	8/31/2011	50.00	
AMERICAN BEDDING	P.O. BOX 1048	ATHENS	TN	37371-0000	9/7/2011	50.00	
AMERICAN BEDDING	P.O. BOX 1048	ATHENS	TN	37371-0000	9/20/2011	50.00	
						200.00	183.56
AMERICAN EXPRESS	P.O. BOX 650448	DALLAS	TX	75265-0448	9/1/2011	22,676.81	
AMERICAN EXPRESS	P.O. BOX 650448	DALLAS	TX	75265-0448	9/1/2011	5,466.59	
AMERICAN EXPRESS	P.O. BOX 650448	DALLAS	TX	75265-0448	9/20/2011	18,947.56	
AMERICAN EXPRESS	P.O. BOX 650448	DALLAS	TX	75265-0448	10/11/2011	15,735.71	
AMERICAN EXPRESS	P.O. BOX 650448	DALLAS	TX	75265-0448	10/11/2011	9,393.52	
AMERICAN EXPRESS	P.O. BOX 650448	DALLAS	TX	75265-0448	10/11/2011	6,208.43	
AMERICAN EXPRESS	P.O. BOX 650448	DALLAS	TX	75265-0448	10/12/2011	2,290.30	
AMERICAN EXPRESS	P.O. BOX 650448	DALLAS	TX	75265-0448	10/13/2011	3,236.57	
AMERICAN EXPRESS	P.O. BOX 650448	DALLAS	TX	75265-0448	10/19/2011	16,323.96	
						100,279.45	138,226.22
AMERICAN HOTEL REGISTER CO	16458 COLLECTIONS CENTER DRIVE	CHICAGO	IL	60693-0000	9/8/2011	3,372.97	
AMERICAN HOTEL REGISTER CO	16458 COLLECTIONS CENTER DRIVE	CHICAGO	IL	60693-0000	10/18/2011	3,372.97	
						6,745.94	10,770.17
AMERICAN NICKELOID CO	P.O. BOX 504	EFFINGHAM	IL	62401-0000	9/16/2011	9,003.27	
						9,003.27	4,216.19
AMERICAN OFFICE	BRADLEY COVEL BILLINGS, 32031 SOUTH EAGLE PASS	COOKSON	OK	74427-0000	8/29/2011	500.00	
AMERICAN OFFICE	BRADLEY COVEL BILLINGS, 32031 SOUTH EAGLE PASS	COOKSON	OK	74427-0000	11/3/2011	2,103.00	
						2,603.00	
AMERICAN RENOLIT CORPORATION	1207 EAST LINCOLNWAY	LAPORTE	IN	46350-0000	9/2/2011	18,218.50	
AMERICAN RENOLIT CORPORATION	1207 EAST LINCOLNWAY	LAPORTE	IN	46350-0000	9/13/2011	16,140.60	
AMERICAN RENOLIT CORPORATION	1207 EAST LINCOLNWAY	LAPORTE	IN	46350-0000	10/25/2011	8,334.90	
						42,694.00	31,707.90
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	8/26/2011	179.09	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	8/26/2011	210.51	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	8/26/2011	3,135.01	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	9/7/2011	3,182.08	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	9/7/2011	210.51	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	9/7/2011	179.09	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	9/12/2011	3,114.34	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	9/12/2011	210.51	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	9/12/2011	179.09	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	9/19/2011	3,070.06	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	9/19/2011	210.51	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	9/19/2011	179.09	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	9/23/2011	3,125.52	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	9/23/2011	210.51	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	9/23/2011	179.09	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/3/2011	3,062.41	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/3/2011	210.51	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/3/2011	179.09	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/7/2011	3,080.21	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/7/2011	210.51	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/7/2011	179.09	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/17/2011	2,967.74	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/17/2011	210.51	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/17/2011	179.09	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/21/2011	3,004.95	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/21/2011	210.51	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/21/2011	152.84	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/21/2011	63.69	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/28/2011	2,707.70	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/28/2011	183.99	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/28/2011	152.84	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN	46206-0368	10/28/2011	63.69	

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS  
 3b Payments made to any creditor within  
 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN 46206-0368	11/7/2011	2,695.44	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN 46206-0368	11/7/2011	183.99	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN 46206-0368	11/7/2011	152.84	
AMERICAN UNITED LIFE INSURANCE CO.	ONE AMERICAN SQUARE	INDIANAPOLIS	IN 46206-0368	11/7/2011	63.69	
					37,490.34	
AMERICOATS	3429 N. RUNGE	FRANKLIN PARK	IL 60131-0000	8/24/2011	1,202.68	
AMERICOATS	3429 N. RUNGE	FRANKLIN PARK	IL 60131-0000	8/31/2011	1,202.68	
AMERICOATS	3429 N. RUNGE	FRANKLIN PARK	IL 60131-0000	9/8/2011	1,202.68	
AMERICOATS	3429 N. RUNGE	FRANKLIN PARK	IL 60131-0000	9/16/2011	601.34	
AMERICOATS	3429 N. RUNGE	FRANKLIN PARK	IL 60131-0000	9/23/2011	601.34	
AMERICOATS	3429 N. RUNGE	FRANKLIN PARK	IL 60131-0000	11/3/2011	601.34	
					5,412.06	39,911.10
AMERIGAS	17304 IH 35 SOUTH	ATASCOSA	TX 78002-0000	8/29/2011	278.32	
AMERIGAS	17304 IH 35 SOUTH	ATASCOSA	TX 78002-0000	9/12/2011	278.32	
AMERIGAS	17304 IH 35 SOUTH	ATASCOSA	TX 78002-0000	9/16/2011	278.32	
AMERIGAS	17304 IH 35 SOUTH	ATASCOSA	TX 78002-0000	9/23/2011	278.32	
AMERIGAS	17304 IH 35 SOUTH	ATASCOSA	TX 78002-0000	9/30/2011	139.16	
AMERIGAS	17304 IH 35 SOUTH	ATASCOSA	TX 78002-0000	9/30/2011	139.16	
					1,391.60	17,812.75
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	8/24/2011	657.33	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	8/30/2011	657.33	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	8/31/2011	9,648.15	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	9/6/2011	20,380.48	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	9/7/2011	22,928.40	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	9/8/2011	657.33	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	9/15/2011	328.67	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	9/20/2011	25,043.16	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	9/23/2011	328.67	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	10/17/2011	455.63	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	10/18/2011	23,016.96	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	10/18/2011	23,016.96	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	10/18/2011	5,728.63	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	10/19/2011	25,191.46	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	10/27/2011	444.45	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	11/3/2011	328.67	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	11/3/2011	352.48	
AMSCO-PYNDUS STEEL CO	P.O. BOX 678425	DALLAS	TX 75267-8425	11/4/2011	4,844.19	
					164,008.95	41,740.68
ANDERSON WOOD PRODUCTS	1381 BEECH ST	LOUISVILLE	KY 40211-0000	8/24/2011	2,817.25	
ANDERSON WOOD PRODUCTS	1381 BEECH ST	LOUISVILLE	KY 40211-0000	8/31/2011	2,817.25	
ANDERSON WOOD PRODUCTS	1381 BEECH ST	LOUISVILLE	KY 40211-0000	9/7/2011	2,817.25	
ANDERSON WOOD PRODUCTS	1381 BEECH ST	LOUISVILLE	KY 40211-0000	9/19/2011	1,408.63	
ANDERSON WOOD PRODUCTS	1381 BEECH ST	LOUISVILLE	KY 40211-0000	9/23/2011	1,408.63	
					11,269.01	67,990.11
ANGEL VILLA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX 78218-0000	9/29/2011	442.56	
					442.56	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	8/30/2011	186.17	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	9/7/2011	186.17	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	9/15/2011	93.08	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	9/15/2011	93.08	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	9/16/2011	1,874.37	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	9/28/2011	93.08	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	9/28/2011	93.08	
ARKANSAS LAMP MANUFACTURING CO	P.O. BOX 452	VAN BUREN	AR 72957-0000	11/4/2011	186.17	
					2,805.20	7,940.21
ARMANDO DE LA GARZA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX 78218-0000	9/6/2011	370.27	
					370.27	
ART HACKNEY	1700 PARKSIDE DRIVE	MITCHELLVILLE	MD 20721-0000	9/21/2011	2,000.00	
ART HACKNEY	1700 PARKSIDE DRIVE	MITCHELLVILLE	MD 20721-0000	10/12/2011	2,000.00	
					4,000.00	
ASSOCIATED TIME INSTRUMENTS CO INC.	9104 DIPLOMACY ROW	DALLAS	TX 75247-0000	8/30/2011	945.00	

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within  
 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
					945.00	925.65
AT & T MOBILITY	P.O. BOX 6463	CAROL STREAM	IL 60197-6463	9/9/2011	3,222.52	
					3,222.52	7,623.18
AT&T	P.O. BOX 630047	DALLAS	TX 75263-0047	10/26/2011	94.12	
AT&T	P.O. BOX 630047	DALLAS	TX 95887-0001	10/26/2011	140.30	
					234.42	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	8/29/2011	817.00	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	8/29/2011	130.60	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	8/29/2011	421.00	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	8/30/2011	130.60	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	9/6/2011	1,304.00	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	9/9/2011	817.00	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	9/9/2011	130.60	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	9/16/2011	65.30	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	9/16/2011	421.00	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	9/16/2011	421.00	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	9/20/2011	817.00	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	10/3/2011	65.30	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	10/7/2011	1,213.00	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	10/24/2011	421.00	
ATLAS SOUTHWEST PALLET COMPANY	51 ESSEX	SAN ANTONIO	TX 78210-0000	11/4/2011	65.30	
					7,239.70	8,293.30
AUTUMN WOOD PRODUCTS	C/O AMERISOURCE FINDING, INC., P.O. BOX 4738	HOUSTON	TX 77210-4738	9/14/2011	6,573.15	
					6,573.15	
AVESIS THIRD PARTY ADMINISTRATORS	NATIONAL GUARDIAN LIFE, ATTN: ACCOUNTS RECEIVABLE, P.O. BOX 53081	PHOENIX	AZ 85072-0000	9/13/2011	957.47	
AVESIS THIRD PARTY ADMINISTRATORS	NATIONAL GUARDIAN LIFE, ATTN: ACCOUNTS RECEIVABLE, P.O. BOX 53081	PHOENIX	AZ 85072-0000	10/12/2011	952.00	
					1,909.47	857.80
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	8/26/2011	37,566.72	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	8/26/2011	35,060.91	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	9/1/2011	91,830.49	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	9/1/2011	12,990.57	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	9/1/2011	46,596.73	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	9/1/2011	4,636.12	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	9/1/2011	6,124.93	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	9/1/2011	8,146.86	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	9/1/2011	6,166.57	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	9/1/2011	1,708.33	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	9/22/2011	66.06	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/3/2011	7,828.44	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/3/2011	5,925.56	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/3/2011	1,319.23	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/7/2011	56,536.70	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/17/2011	5,509.93	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/17/2011	644.08	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/17/2011	2,323.00	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/17/2011	228.68	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/17/2011	302.12	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/17/2011	1,890.12	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/24/2011	37,256.36	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/26/2011	33,410.12	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/26/2011	292,500.00	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	10/27/2011	77.35	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	11/1/2011	1,022.20	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	11/1/2011	6,094.10	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	11/1/2011	8,051.12	
BANCO POPULAR NORTH AMERICA	9600 WEST BYRN MAWR, SUITE 400	ROSEMONT	IL 60018-0000	11/4/2011	47,330.74	
					759,144.14	17,202,869.06
BARKEL INC.	3223 BENT BOW	SAN ANTONIO	TX 78209-0000	8/24/2011	133.82	
BARKEL INC.	3223 BENT BOW	SAN ANTONIO	TX 78209-0000	9/2/2011	133.82	
BARKEL INC.	3223 BENT BOW	SAN ANTONIO	TX 78209-0000	9/2/2011	1,013.40	
BARKEL INC.	3223 BENT BOW	SAN ANTONIO	TX 78209-0000	9/12/2011	133.82	
BARKEL INC.	3223 BENT BOW	SAN ANTONIO	TX 78209-0000	9/30/2011	7,319.00	
BARKEL INC.	3223 BENT BOW	SAN ANTONIO	TX 78209-0000	10/11/2011	9,422.40	



KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
BARKEL INC.	3223 BENT BOW	SAN ANTONIO	TX	78209-0000	10/19/2011	1,013.40		
BARKEL INC.	3223 BENT BOW	SAN ANTONIO	TX	78209-0000	10/19/2011	9,036.00		
BARKEL INC.	3223 BENT BOW	SAN ANTONIO	TX	78209-0000	10/21/2011	9,422.40		
BARKEL INC.	3223 BENT BOW	SAN ANTONIO	TX	78209-0000	10/25/2011	133.82		
BARKEL INC.	3223 BENT BOW	SAN ANTONIO	TX	78209-0000	10/25/2011	9,036.00		
						46,797.88	8,497.87	
BARSCO	P.O. BOX 460	ADDISON	TX	75001-0000	10/25/2011	1,415.34		
						1,415.34	971.65	
BBM ONLINE LLC	8626 TOSORO DRIVE, SUITE 525	SAN ANTONIO	TX	78217-0000	8/30/2011	3,000.00		
BBM ONLINE LLC	8626 TOSORO DRIVE, SUITE 525	SAN ANTONIO	TX	78217-0000	9/7/2011	3,000.00		
BBM ONLINE LLC	8626 TOSORO DRIVE, SUITE 525	SAN ANTONIO	TX	78217-0000	9/19/2011	3,000.00		
BBM ONLINE LLC	8626 TOSORO DRIVE, SUITE 525	SAN ANTONIO	TX	78217-0000	10/3/2011	3,000.00		
BBM ONLINE LLC	8626 TOSORO DRIVE, SUITE 525	SAN ANTONIO	TX	78217-0000	10/7/2011	3,000.00		
BBM ONLINE LLC	8626 TOSORO DRIVE, SUITE 525	SAN ANTONIO	TX	78217-0000	11/3/2011	3,000.00		
						18,000.00	43,688.89	
BEE TRUCKING INC	9540 BALL STREET	SAN ANTONIO	TX	78217-0000	8/30/2011	88.35		
BEE TRUCKING INC	9540 BALL STREET	SAN ANTONIO	TX	78217-0000	9/14/2011	44.17		
						132.52	5,786.67	
BESTEK INDUSTRIES, INC	5710 INDUSTRIES, INC.	SAN ANTONIO	TX	78228-0000	10/26/2011	862.50		
						862.50	945.30	
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	8/25/2011	30,000.00		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	8/30/2011	30,000.00		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	8/30/2011	30,000.00		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	9/1/2011	5,095.09		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	9/1/2011	30,000.00		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	9/8/2011	15,000.00		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	9/9/2011	30,000.00		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	9/13/2011	15,000.00		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	9/14/2011	15,000.00		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	9/15/2011	15,000.00		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	9/20/2011	30,000.00		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	9/21/2011	15,000.00		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	10/5/2011	30,000.00		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	10/12/2011	30,000.00		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	10/12/2011	30,070.69		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	10/14/2011	30,006.76		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	10/18/2011	30,161.89		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	10/19/2011	30,123.09		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	10/19/2011	30,194.11		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	10/20/2011	30,189.02		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	10/21/2011	30,083.77		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	10/24/2011	30,041.75		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	10/26/2011	30,158.59		
BEXAR TRANSPORTATION, LLC	4627 EMIL ROAD	SAN ANTONIO	TX	78219-0000	11/4/2011	15,218.90		
						606,343.66	417,438.02	
BILL MCGHIE & ASSOCIATES	12901 WESTGATE STREET	OVERLAND PARK	KS	66213-0000	8/25/2011	839.33		
BILL MCGHIE & ASSOCIATES	12901 WESTGATE STREET	OVERLAND PARK	KS	66213-0000	8/31/2011	839.33		
BILL MCGHIE & ASSOCIATES	12901 WESTGATE STREET	OVERLAND PARK	KS	66213-0000	9/12/2011	839.33		
BILL MCGHIE & ASSOCIATES	12901 WESTGATE STREET	OVERLAND PARK	KS	66213-0000	9/29/2011	419.66		
BILL MCGHIE & ASSOCIATES	12901 WESTGATE STREET	OVERLAND PARK	KS	66213-0000	9/29/2011	419.66		
BILL MCGHIE & ASSOCIATES	12901 WESTGATE STREET	OVERLAND PARK	KS	66213-0000	11/4/2011	419.66		
						3,776.97	55,388.92	
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	8/25/2011	2,953.94		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	8/30/2011	20,100.00		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	8/31/2011	2,953.94		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	9/6/2011	19,864.00		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	9/12/2011	2,953.94		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	9/19/2011	1,476.97		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	10/18/2011	1,476.97		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	10/18/2011	20,168.00		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	10/18/2011	2,153.91		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	10/19/2011	20,757.30		
BLACKHAWK STEEL CORP	SLOT 303266, P.O. BOX 66973	CHICAGO	IL	60666-0973	11/1/2011	1,476.97		

KLN Steel Products Company, Inc.

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3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
					96,335.94	138,131.36
BLUE GRACE LOGISTICS	P.O. BOX 130426	HOUSTON TX	77219-0000	10/14/2011	8,407.35	
BLUE GRACE LOGISTICS	P.O. BOX 130426	HOUSTON TX	77219-0000	10/14/2011	3,459.80	
BLUE GRACE LOGISTICS	P.O. BOX 130426	HOUSTON TX	77219-0000	10/24/2011	3,190.50	
BLUE GRACE LOGISTICS	P.O. BOX 130426	HOUSTON TX	77219-0000	10/24/2011	3,459.80	
					18,517.45	32,373.98
BLUE LINX CORPORATION	C/O HABBESHAW KALMANS, P.C., 9901 IH 10 WEST	SAN ANTONIO TX	78230-0000	8/24/2011	292.19	
BLUE LINX CORPORATION	C/O HABBESHAW KALMANS, P.C., 9901 IH 10 WEST	SAN ANTONIO TX	78230-0000	8/31/2011	292.19	
BLUE LINX CORPORATION	C/O HABBESHAW KALMANS, P.C., 9901 IH 10 WEST	SAN ANTONIO TX	78230-0000	9/8/2011	292.19	
BLUE LINX CORPORATION	C/O HABBESHAW KALMANS, P.C., 9901 IH 10 WEST	SAN ANTONIO TX	78230-0000	9/15/2011	146.10	
BLUE LINX CORPORATION	C/O HABBESHAW KALMANS, P.C., 9901 IH 10 WEST	SAN ANTONIO TX	78230-0000	9/23/2011	146.10	
					1,168.77	17,758.23
BOHLS BEARING & POWER	TRANSMISSION SERVICE 211, 211 PROBANDT STREET	SAN ANTONIO TX	78204-0000	10/5/2011	1,408.57	
					1,408.57	66.26
BOOLEAN HOLDINGS CORPORATION	115 EAST TRAVIS, SUITE 515	SAN ANTONIO TX	78205-0000	9/30/2011	1,239.11	
BOOLEAN HOLDINGS CORPORATION	115 EAST TRAVIS, SUITE 515	SAN ANTONIO TX	78205-0000	9/30/2011	1,239.11	
BOOLEAN HOLDINGS CORPORATION	115 EAST TRAVIS, SUITE 515	SAN ANTONIO TX	78205-0000	10/3/2011	1,239.11	
BOOLEAN HOLDINGS CORPORATION	115 EAST TRAVIS, SUITE 515	SAN ANTONIO TX	78205-0000	10/3/2011	619.56	
BOOLEAN HOLDINGS CORPORATION	115 EAST TRAVIS, SUITE 515	SAN ANTONIO TX	78205-0000	10/4/2011	619.56	
BOOLEAN HOLDINGS CORPORATION	115 EAST TRAVIS, SUITE 515	SAN ANTONIO TX	78205-0000	11/1/2011	619.56	
					5,576.01	127,293.20
BOWMAN AND BROOKE, LLP	P.O. BOX 1450	MINNEAPOLIS MN	55485-5834	10/20/2011	4,204.03	
					4,204.03	-
BUCKEYE FASTENERS, INC.	P.O. BOX 5854	CLEVELAND OH	44193-5854	8/24/2011	114.37	
BUCKEYE FASTENERS, INC.	P.O. BOX 5854	CLEVELAND OH	44193-5854	8/30/2011	114.37	
BUCKEYE FASTENERS, INC.	P.O. BOX 5854	CLEVELAND OH	44193-5854	9/7/2011	114.37	
BUCKEYE FASTENERS, INC.	P.O. BOX 5854	CLEVELAND OH	44193-5854	9/16/2011	57.18	
BUCKEYE FASTENERS, INC.	P.O. BOX 5854	CLEVELAND OH	44193-5854	9/29/2011	114.37	
BUCKEYE FASTENERS, INC.	P.O. BOX 5854	CLEVELAND OH	44193-5854	10/7/2011	150.88	
BUCKEYE FASTENERS, INC.	P.O. BOX 5854	CLEVELAND OH	44193-5854	10/12/2011	57.18	
BUCKEYE FASTENERS, INC.	P.O. BOX 5854	CLEVELAND OH	44193-5854	10/12/2011	150.88	
BUCKEYE FASTENERS, INC.	P.O. BOX 5854	CLEVELAND OH	44193-5854	10/24/2011	434.50	
					1,308.10	7,111.42
CAF CONTRACT SEATING	7605 BATH ROAD	MISSISSAUGA ON	L4T3T1	10/3/2011	13,798.00	
CAF CONTRACT SEATING	7605 BATH ROAD	MISSISSAUGA ON	L4T3T1	10/19/2011	13,798.00	
					27,596.00	-
CAPITAL ONE BANK	P.O. BOX 60599	CITY OF INDUSTRY CA	91716-0599	9/15/2011	500.00	
CAPITAL ONE BANK	P.O. BOX 60599	CITY OF INDUSTRY CA	91716-0599	10/7/2011	1,500.00	
					2,000.00	-
CARPIN MANUFACTURING	411 AUSTIN RD., BOX 471	WATERBURY CT	06705-0000	9/7/2011	709.80	
CARPIN MANUFACTURING	411 AUSTIN RD., BOX 471	WATERBURY CT	06705-0000	9/19/2011	100.00	
CARPIN MANUFACTURING	411 AUSTIN RD., BOX 471	WATERBURY CT	06705-0000	10/6/2011	6,706.00	
CARPIN MANUFACTURING	411 AUSTIN RD., BOX 471	WATERBURY CT	06705-0000	10/7/2011	5,225.00	
CARPIN MANUFACTURING	411 AUSTIN RD., BOX 471	WATERBURY CT	06705-0000	10/25/2011	11,025.00	
					23,765.80	-
CARTRIDGE WORLD	940 B WEST SAN ANTONIO STREET	NEW BRAUNFELS TX	78130-0000	10/12/2011	337.74	
					337.74	-
CASTROL INDUSTRIAL NORTH AMERICA	12294 COLLECTIONS CENTER DRIVE, SUITE 452	CHICAGO IL	60693-0000	9/6/2011	1,713.34	
					1,713.34	1,712.78
CE MCKENZIE & ASSOCIATES, LLC	724 S SHELMORE BLVD SUITE 100	MT. PLEASANT SC	29464-0000	9/2/2011	3,845.73	
CE MCKENZIE & ASSOCIATES, LLC	724 S SHELMORE BLVD SUITE 100	MT. PLEASANT SC	29464-0000	9/14/2011	7,691.46	
CE MCKENZIE & ASSOCIATES, LLC	724 S SHELMORE BLVD SUITE 100	MT. PLEASANT SC	29464-0000	10/3/2011	1,922.87	
CE MCKENZIE & ASSOCIATES, LLC	724 S SHELMORE BLVD SUITE 100	MT. PLEASANT SC	29464-0000	10/3/2011	1,922.87	
					15,382.93	134,331.28
CHARTER INDUSTRIES EXSTRUSIONS INC	2255 29TH ST	GRAND RAPIDS MI	49508-0000	8/25/2011	145.00	
CHARTER INDUSTRIES EXSTRUSIONS INC	2255 29TH ST	GRAND RAPIDS MI	49508-0000	8/30/2011	2,175.00	
CHARTER INDUSTRIES EXSTRUSIONS INC	2255 29TH ST	GRAND RAPIDS MI	49508-0000	8/30/2011	178.23	

KLN Steel Products Company, Inc.

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3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
CHARTER INDUSTRIES EXTRUSIONS INC	2255 29TH ST	GRAND RAPIDS MI	49508-0000	9/7/2011	725.00	
CHARTER INDUSTRIES EXTRUSIONS INC	2255 29TH ST	GRAND RAPIDS MI	49508-0000	9/7/2011	178.23	
CHARTER INDUSTRIES EXTRUSIONS INC	2255 29TH ST	GRAND RAPIDS MI	49508-0000	9/9/2011	435.00	
CHARTER INDUSTRIES EXTRUSIONS INC	2255 29TH ST	GRAND RAPIDS MI	49508-0000	9/15/2011	89.11	
CHARTER INDUSTRIES EXTRUSIONS INC	2255 29TH ST	GRAND RAPIDS MI	49508-0000	9/16/2011	2,465.00	
CHARTER INDUSTRIES EXTRUSIONS INC	2255 29TH ST	GRAND RAPIDS MI	49508-0000	10/14/2011	725.00	
CHARTER INDUSTRIES EXTRUSIONS INC	2255 29TH ST	GRAND RAPIDS MI	49508-0000	10/25/2011	493.00	
					7,608.57	11,406.40
CHASE CARD SERVICES	CARDMEMBER SERVICE, P.O. BOX 94014	PALATINE IL	60094-4014	10/7/2011	1,500.00	
					1,500.00	
CHICAGO COIL	19250 EVERETT LANE, SUITE 101	MOKENA IL	60448-0000	9/1/2011	19,499.79	
CHICAGO COIL	19250 EVERETT LANE, SUITE 101	MOKENA IL	60448-0000	9/1/2011	4,928.79	
CHICAGO COIL	19250 EVERETT LANE, SUITE 101	MOKENA IL	60448-0000	9/15/2011	18,634.50	
CHICAGO COIL	19250 EVERETT LANE, SUITE 101	MOKENA IL	60448-0000	10/13/2011	21,637.89	
CHICAGO COIL	19250 EVERETT LANE, SUITE 101	MOKENA IL	60448-0000	10/19/2011	19,783.82	
					84,484.79	65,600.90
CHICAGO CONSUMABLES	2055 S EASTWOOD DRIVEQ	WOODSTOCK IL	60098-0000	9/7/2011	908.00	
CHICAGO CONSUMABLES	2055 S EASTWOOD DRIVEQ	WOODSTOCK IL	60098-0000	9/28/2011	366.00	
CHICAGO CONSUMABLES	2055 S EASTWOOD DRIVEQ	WOODSTOCK IL	60098-0000	10/19/2011	234.71	
					1,508.71	618.75
CHUBB GROUP OF INSURANCE CO.	P.O. BOX 7247-0180	PHILADELPHIA PA	19170-0180	9/29/2011	342.83	
					342.83	
CINCO SALES	11633 BOOM POINTER WAY	GOLD RIVER CA	95670-0000	8/26/2011	180.24	
CINCO SALES	11633 BOOM POINTER WAY	GOLD RIVER CA	95670-0000	8/31/2011	180.24	
CINCO SALES	11633 BOOM POINTER WAY	GOLD RIVER CA	95670-0000	9/12/2011	180.24	
					540.72	11,625.49
CITY OF SAN ANTONIO DEVELOPMENT SER	P.O. BOX 839966	SAN ANTONIO TX	78283-3966	10/11/2011	51.50	
					51.50	
CITY PUBLIC SERVICE	P.O. BOX 2678	SAN ANTONIO TX	78289-0000	9/6/2011	1,243.00	
CITY PUBLIC SERVICE	P.O. BOX 2678	SAN ANTONIO TX	78289-0000	9/16/2011	507.25	
CITY PUBLIC SERVICE	P.O. BOX 2678	SAN ANTONIO TX	78289-0000	9/29/2011	64,827.11	
CITY PUBLIC SERVICE	P.O. BOX 2678	SAN ANTONIO TX	78289-0000	9/29/2011	16,391.48	
CITY PUBLIC SERVICE	P.O. BOX 2678	SAN ANTONIO TX	78289-0000	10/4/2011	13,537.19	
CITY PUBLIC SERVICE	P.O. BOX 2678	SAN ANTONIO TX	78289-0000	10/11/2011	377.23	
CITY PUBLIC SERVICE	P.O. BOX 2678	SAN ANTONIO TX	78289-0000	10/19/2011	21,928.75	
CITY PUBLIC SERVICE	P.O. BOX 2678	SAN ANTONIO TX	78289-0000	10/25/2011	19,439.27	
CITY PUBLIC SERVICE	P.O. BOX 2678	SAN ANTONIO TX	78289-0000	10/27/2011	19,687.45	
CITY PUBLIC SERVICE	P.O. BOX 2678	SAN ANTONIO TX	78289-0000	11/3/2011	61,947.74	
					219,786.47	
CLEAR INVESTIGATIVE ADVANTAGE	17000 PRESTON RD, #140	DALLAS TX	75248-0000	10/17/2011	1,591.03	
					1,591.03	140.71
CNA INSURANCE	P.O. BOX 790094	ST LOUIS MO	63179-0094	9/20/2011	14,329.38	
					14,329.38	
COLT CPR & SAFETY SERVICES	10935 WINECUP FIELD	HELOTES TX	78023-0000	10/6/2011	345.00	
					345.00	
COVENANT CONTRACTORS	24165 IH 10 W, STE 217-289	SAN ANTONIO TX	78257-0000	9/21/2011	3,350.00	
COVENANT CONTRACTORS	24165 IH 10 W, STE 217-289	SAN ANTONIO TX	78257-0000	9/28/2011	2,270.00	
					5,620.00	
COX SMITH MATTHEWS INC	112 EAST PECAN STREET, SUITE 1800	SAN ANTONIO TX	78205-1521	8/30/2011	150.90	
COX SMITH MATTHEWS INC	112 EAST PECAN STREET, SUITE 1800	SAN ANTONIO TX	78205-1521	9/7/2011	150.90	
COX SMITH MATTHEWS INC	112 EAST PECAN STREET, SUITE 1800	SAN ANTONIO TX	78205-1521	9/8/2011	25,000.00	
COX SMITH MATTHEWS INC	112 EAST PECAN STREET, SUITE 1800	SAN ANTONIO TX	78205-1521	9/14/2011	75.45	
COX SMITH MATTHEWS INC	112 EAST PECAN STREET, SUITE 1800	SAN ANTONIO TX	78205-1521	9/14/2011	75.45	
COX SMITH MATTHEWS INC	112 EAST PECAN STREET, SUITE 1800	SAN ANTONIO TX	78205-1521	9/21/2011	2,000.00	
					27,452.70	7,383.55
CREATIVE SPECIALTIES	CSI DONNER, 75 REMITTANCE DR	CHICAGO IL	60675-1590	8/29/2011	95.54	
CREATIVE SPECIALTIES	CSI DONNER, 75 REMITTANCE DR	CHICAGO IL	60675-1590	9/1/2011	95.54	

KLN Steel Products Company, Inc.

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3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
CREATIVE SPECIALTIES	CSI DONNER, 75 REMITTANCE DR	CHICAGO	IL	60675-1590	9/9/2011	95.54		
CREATIVE SPECIALTIES	CSI DONNER, 75 REMITTANCE DR	CHICAGO	IL	60675-1590	9/19/2011	47.77		
						334.39	6,114.76	
CROWN LIFT TRUCKS	P.O. BOX 641173	CINCINNATI	OH	45264-1173	10/19/2011	81.59		
						81.59	355.41	
CROWNING TOUCH INSTALLATIONS INC	603 SEAGAZE DRIVE, #501	OCEANSIDE	CA	92054-0000	9/12/2011	190.47		
CROWNING TOUCH INSTALLATIONS INC	603 SEAGAZE DRIVE, #501	OCEANSIDE	CA	92054-0000	9/12/2011	190.47		
CROWNING TOUCH INSTALLATIONS INC	603 SEAGAZE DRIVE, #501	OCEANSIDE	CA	92054-0000	9/12/2011	190.47		
CROWNING TOUCH INSTALLATIONS INC	603 SEAGAZE DRIVE, #501	OCEANSIDE	CA	92054-0000	9/12/2011	190.47		
CROWNING TOUCH INSTALLATIONS INC	603 SEAGAZE DRIVE, #501	OCEANSIDE	CA	92054-0000	9/12/2011	190.47		
CROWNING TOUCH INSTALLATIONS INC	603 SEAGAZE DRIVE, #501	OCEANSIDE	CA	92054-0000	9/23/2011	95.24		
CROWNING TOUCH INSTALLATIONS INC	603 SEAGAZE DRIVE, #501	OCEANSIDE	CA	92054-0000	9/23/2011	95.24		
						1,142.83	63,911.93	
CULLIGAN WATER CONDITIONING	1034 AUSTIN ST	SAN ANTONIO	TX	78208-0000	10/11/2011	487.73		
						487.73	68.35	
CURTIS STEEL COMPANY	P.O. BOX 7469	HOUSTON	TX	77248-7469	10/11/2011	10,330.68		
CURTIS STEEL COMPANY	P.O. BOX 7469	HOUSTON	TX	77248-7469	10/18/2011	10,330.68		
						20,661.36	144,555.15	
CWECO	P.O. BOX 2456	GARDENA	CA	90247-0000	9/16/2011	864.00		
						864.00		
DAI ENVIRONMENTAL ENGINEERS	POLO PARK BUSINESS CENTER, 27834 N. IRMA LEE CIRCLE	LAKE FOREST	IL	60045-5130	8/30/2011	11,606.55		
						11,606.55	41,934.18	
DARRELL MOYER	1927 DELEGAL DR NE	TOWNSEND	GA	31331-0000	9/20/2011	3,154.61		
DARRELL MOYER	1927 DELEGAL DR NE	TOWNSEND	GA	31331-0000	10/4/2011	1,673.56		
DARRELL MOYER	1927 DELEGAL DR NE	TOWNSEND	GA	31331-0000	10/4/2011	1,535.00		
DARRELL MOYER	1927 DELEGAL DR NE	TOWNSEND	GA	31331-0000	10/18/2011	2,433.19		
						8,796.36	8,416.82	
DAUBERT CHEMICAL CO INC	97580 EAGLE WAY	CHICAGO	IL	60678-9750	10/14/2011	4,183.36		
						4,183.36	4,183.36	
DAVID S MILLIGAN QUALITY INSTS, INC.	3017 PINE VALLEY DRIVE	PACE	FL	32571-0000	8/26/2011	10,000.00		
DAVID S MILLIGAN QUALITY INSTS, INC.	3017 PINE VALLEY DRIVE	PACE	FL	32571-0000	9/7/2011	483.50		
DAVID S MILLIGAN QUALITY INSTS, INC.	3017 PINE VALLEY DRIVE	PACE	FL	32571-0000	9/21/2011	25,000.00		
DAVID S MILLIGAN QUALITY INSTS, INC.	3017 PINE VALLEY DRIVE	PACE	FL	32571-0000	10/5/2011	25,000.00		
DAVID S MILLIGAN QUALITY INSTS, INC.	3017 PINE VALLEY DRIVE	PACE	FL	32571-0000	10/21/2011	17,539.83		
						78,023.33	662.46	
DELL MARKETING LP	P.O. BOX 676021, CO DELL USA LP	DALLAS	TX	75267-6021	8/24/2011	93.22		
DELL MARKETING LP	P.O. BOX 676021, CO DELL USA LP	DALLAS	TX	75267-6021	8/30/2011	93.22		
DELL MARKETING LP	P.O. BOX 676021, CO DELL USA LP	DALLAS	TX	75267-6021	9/8/2011	93.22		
DELL MARKETING LP	P.O. BOX 676021, CO DELL USA LP	DALLAS	TX	75267-6021	9/16/2011	46.61		
DELL MARKETING LP	P.O. BOX 676021, CO DELL USA LP	DALLAS	TX	75267-6021	9/23/2011	46.61		
DELL MARKETING LP	P.O. BOX 676021, CO DELL USA LP	DALLAS	TX	75267-6021	11/3/2011	46.61		
						419.49	5,919.69	
DERBY INDUSTRIES	24350 STATE ROAD 23 SOUTH	SOUTH BEND	IN	46614-0000	8/26/2011	438.39		
DERBY INDUSTRIES	24350 STATE ROAD 23 SOUTH	SOUTH BEND	IN	46614-0000	8/30/2011	438.39		
DERBY INDUSTRIES	24350 STATE ROAD 23 SOUTH	SOUTH BEND	IN	46614-0000	9/8/2011	438.39		
DERBY INDUSTRIES	24350 STATE ROAD 23 SOUTH	SOUTH BEND	IN	46614-0000	9/20/2011	219.19		
DERBY INDUSTRIES	24350 STATE ROAD 23 SOUTH	SOUTH BEND	IN	46614-0000	9/23/2011	219.19		
						1,753.55	27,747.42	
DIAMOND KNIFE AND SHEAR CO	10942 WYE DR NO 207	SAN ANTONIO	TX	78217-2649	8/29/2011	3,034.00		
DIAMOND KNIFE AND SHEAR CO	10942 WYE DR NO 207	SAN ANTONIO	TX	78217-2649	10/13/2011	1,457.90		
DIAMOND KNIFE AND SHEAR CO	10942 WYE DR NO 207	SAN ANTONIO	TX	78217-2649	10/21/2011	1,854.00		
DIAMOND KNIFE AND SHEAR CO	10942 WYE DR NO 207	SAN ANTONIO	TX	78217-2649	11/3/2011	3,170.00		
						9,515.90	327.75	
DIXIE PLYWOOD CO	P.O. BOX 951609	DALLAS	TX	75395-1609	8/29/2011	619.79		
DIXIE PLYWOOD CO	P.O. BOX 951609	DALLAS	TX	75395-1609	9/7/2011	619.79		
DIXIE PLYWOOD CO	P.O. BOX 951609	DALLAS	TX	75395-1609	9/15/2011	309.89		
DIXIE PLYWOOD CO	P.O. BOX 951609	DALLAS	TX	75395-1609	10/26/2011	309.89		

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor					Payment Date	Amount Paid	Amount Still Owing
						1,859.36	39,046.44
DOCUMATION, INC.	P.O. BOX 41602	PHILADELPHIA	PA	19101-1602	9/6/2011	4,357.95	
						4,357.95	16,938.24
DOLLEKEN WOODTAPE INC	23164 NETWORK PL	CHICAGO	IL	60673-1231	8/30/2011	2,805.00	
						2,805.00	5,763.59
DON A VAUGHN	32711 SMITHSON VALLEY ROAD	BULVERDE	TX	78163-2859	10/19/2011	138.75	
						138.75	138.71
DONALDSON COMPANY INC	BANK OF AMERICA, 96869 COLLECTION CENTER DRIVE	CHICAGO	IL	60693-0000	9/6/2011	1,362.43	
						1,362.43	187.92
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	8/24/2011	260.47	
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	9/1/2011	10,780.00	
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	9/1/2011	525.00	
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	9/1/2011	260.47	
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	9/8/2011	260.47	
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	9/15/2011	15,405.00	
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	9/16/2011	130.24	
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	9/29/2011	130.24	
DURAY FLOURESCENT MFG. CO.	2050 W BALMORAL AVE	CHICAGO	IL	60625-0000	10/25/2011	5,040.00	
						32,791.89	16,670.23
DUSTPIPE.COM, INC.	P.O. BOX 316	WOBURN	MA	01801-0000	10/25/2011	9,386.00	
						9,386.00	-
EQUIPMENT DEPOT	P.O. BOX 209004	DALLAS	TX	75320-9004	9/6/2011	1,779.95	
EQUIPMENT DEPOT	P.O. BOX 209004	DALLAS	TX	75320-9004	11/4/2011	889.98	
						2,669.93	6,416.71
EXACTUBE	P.O. BOX 1005	TEMPLE	TX	76503-0000	9/8/2011	10,156.68	
EXACTUBE	P.O. BOX 1005	TEMPLE	TX	76503-0000	9/30/2011	6,201.47	
EXACTUBE	P.O. BOX 1005	TEMPLE	TX	76503-0000	10/14/2011	10,022.75	
						26,380.90	8,348.45
EXPRESS SERVICES, INC	P.O. BOX 730039	DALLAS	TX	75373-0039	9/20/2011	2,135.02	
						2,135.02	-
EXXON MOBIL	PROCESSING CENTER, P.O. BOX 688938	DES MOINES	IA	50368-8938	9/19/2011	275.59	
EXXON MOBIL	PROCESSING CENTER, P.O. BOX 688938	DES MOINES	IA	50368-8938	9/19/2011	122.51	
EXXON MOBIL	PROCESSING CENTER, P.O. BOX 688938	DES MOINES	IA	50368-8938	10/24/2011	400.00	
						798.10	-
FEDEX	P.O. BOX 660481	DALLAS	TX	75266-0481	8/30/2011	572.40	
FEDEX	P.O. BOX 660481	DALLAS	TX	75266-0481	10/24/2011	6,806.39	
						7,378.79	778.44
FEDEX FREIGHT EAST	DEPT CH, P.O. BOX 10306	PALATINE	IL	60055-0306	9/1/2011	110.68	
FEDEX FREIGHT EAST	DEPT CH, P.O. BOX 10306	PALATINE	IL	60055-0306	9/9/2011	518.09	
						628.77	359.56
FERRELLGAS	P.O. BOX 173940	DENVER	CO	80217-3940	8/25/2011	601.38	
FERRELLGAS	P.O. BOX 173940	DENVER	CO	80217-3940	8/29/2011	955.20	
FERRELLGAS	P.O. BOX 173940	DENVER	CO	80217-3940	8/31/2011	769.06	
FERRELLGAS	P.O. BOX 173940	DENVER	CO	80217-3940	9/6/2011	750.71	
FERRELLGAS	P.O. BOX 173940	DENVER	CO	80217-3940	9/12/2011	643.75	
FERRELLGAS	P.O. BOX 173940	DENVER	CO	80217-3940	9/15/2011	875.24	
FERRELLGAS	P.O. BOX 173940	DENVER	CO	80217-3940	9/19/2011	976.10	
FERRELLGAS	P.O. BOX 173940	DENVER	CO	80217-3940	9/20/2011	902.75	
FERRELLGAS	P.O. BOX 173940	DENVER	CO	80217-3940	9/23/2011	744.23	
FERRELLGAS	P.O. BOX 173940	DENVER	CO	80217-3940	9/29/2011	819.07	
FERRELLGAS	P.O. BOX 173940	DENVER	CO	80217-3940	10/3/2011	632.12	
FERRELLGAS	P.O. BOX 173940	DENVER	CO	80217-3940	10/6/2011	1,051.98	
FERRELLGAS	P.O. BOX 173940	DENVER	CO	80217-3940	10/11/2011	733.52	
						10,455.11	2,001.01
FLATROLLED STEEL INC	9302 LEY RD	HOUSTON	TX	77078-0000	9/20/2011	31,483.49	
						31,483.49	59,272.12

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS  
 3b Payments made to any creditor within  
 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	8/24/2011	957.82		
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	8/31/2011	957.82		
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	9/8/2011	957.82		
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	9/16/2011	478.91		
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	9/16/2011	478.91		
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	9/29/2011	478.91		
FLEXSTEEL INDUSTRIES INC	P.O. BOX 825	STARKVILLE	MS	39760-0825	9/29/2011	478.91		
						4,789.10	38,381.22	
FORD CREDIT	P.O. BOX 650575	DALLAS	TX	75265-0575	9/19/2011	695.62		
FORD CREDIT	P.O. BOX 650575	DALLAS	TX	75265-0575	10/26/2011	1,426.02		
						2,121.64	10,170.84	
FORMTEK-ME	P.O. BOX 414797	BOSTON	MA	02241-4797	8/24/2011	193.71		
FORMTEK-ME	P.O. BOX 414797	BOSTON	MA	02241-4797	8/30/2011	193.71		
FORMTEK-ME	P.O. BOX 414797	BOSTON	MA	02241-4797	9/8/2011	193.71		
FORMTEK-ME	P.O. BOX 414797	BOSTON	MA	02241-4797	9/16/2011	96.86		
FORMTEK-ME	P.O. BOX 414797	BOSTON	MA	02241-4797	9/23/2011	96.86		
						774.85	12,300.79	
FRAMA-TECH, INC	D/B/A CENTRAL EDGEBANDING, 7552 NAVARRE PARKWAY, UNIT 20	NAVARRE	FL	32566-0000	9/13/2011	119.27		
						119.27	5,325.00	
FRANCOTYP POSTALIA	P.O. BOX 4510	CAROL STREAM	IL	60197-4510	8/30/2011	200.00		
FRANCOTYP POSTALIA	P.O. BOX 4510	CAROL STREAM	IL	60197-4510	9/13/2011	200.00		
FRANCOTYP POSTALIA	P.O. BOX 4510	CAROL STREAM	IL	60197-4510	9/20/2011	200.00		
FRANCOTYP POSTALIA	P.O. BOX 4510	CAROL STREAM	IL	60197-4510	10/7/2011	200.00		
FRANCOTYP POSTALIA	P.O. BOX 4510	CAROL STREAM	IL	60197-4510	10/25/2011	200.00		
						1,000.00	-	
FRANK MACKAY	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/24/2011	225.00		
						225.00	-	
FRANK'S TRIM SHOP	801 W KINGSBURY	SEGUIN	TX	78155-0000	10/13/2011	391.50		
						391.50	-	
FRIEDRICH	C/O U.S. NATURAL RESOURCES INC., 8000 NE PARKWAY DRIVE, SUITE 100	VANCOUVER	WA	98662-0000	8/25/2011	55,826.74		
FRIEDRICH	C/O U.S. NATURAL RESOURCES INC., 8000 NE PARKWAY DRIVE, SUITE 100	VANCOUVER	WA	98662-0000	9/2/2011	55,826.74		
						111,653.48	55,826.74	
FULL CIRCLE DEVELOPMENT	P.O. BOX 303248	AUSTIN	TX	78703-0000	8/26/2011	328.33		
FULL CIRCLE DEVELOPMENT	P.O. BOX 303248	AUSTIN	TX	78703-0000	9/9/2011	328.33		
FULL CIRCLE DEVELOPMENT	P.O. BOX 303248	AUSTIN	TX	78703-0000	9/9/2011	382.33		
FULL CIRCLE DEVELOPMENT	P.O. BOX 303248	AUSTIN	TX	78703-0000	9/20/2011	164.17		
FULL CIRCLE DEVELOPMENT	P.O. BOX 303248	AUSTIN	TX	78703-0000	10/5/2011	164.17		
						1,367.33	20,740.18	
FURNLITE INC.	P.O. BOX 159	FALLSTON	NC	28042-0000	10/25/2011	851.53		
						851.53	8,428.45	
G & K SERVICES INC	P.O. BOX 830483	SAN ANTONIO	TX	78283-0483	8/30/2011	2,291.37		
G & K SERVICES INC	P.O. BOX 830483	SAN ANTONIO	TX	78283-0483	9/21/2011	1,056.75		
G & K SERVICES INC	P.O. BOX 830483	SAN ANTONIO	TX	78283-0483	9/30/2011	2,153.91		
G & K SERVICES INC	P.O. BOX 830483	SAN ANTONIO	TX	78283-0483	10/18/2011	2,926.75		
						8,428.78	1,793.14	
GIBRALTAR INC	421 N. CENTENNIAL ST.	ZEELAND	MI	49464-0000	8/26/2011	118.06		
GIBRALTAR INC	421 N. CENTENNIAL ST.	ZEELAND	MI	49464-0000	9/2/2011	118.06		
GIBRALTAR INC	421 N. CENTENNIAL ST.	ZEELAND	MI	49464-0000	9/8/2011	118.06		
GIBRALTAR INC	421 N. CENTENNIAL ST.	ZEELAND	MI	49464-0000	9/15/2011	59.03		
GIBRALTAR INC	421 N. CENTENNIAL ST.	ZEELAND	MI	49464-0000	9/30/2011	59.03		
						472.24	7,556.04	
GIL GARZA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	8/29/2011	480.00		
GIL GARZA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	9/6/2011	480.00		
GIL GARZA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	9/12/2011	480.00		
GIL GARZA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	9/19/2011	480.00		
GIL GARZA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/3/2011	554.00		
GIL GARZA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/3/2011	578.00		

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS  
3b Payments made to any creditor within  
90-days of the petition date

Name and Address of Creditor							Payment Date	Amount Paid	Amount Still Owing
GIL GARZA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/11/2011	569.00			
GIL GARZA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/17/2011	30.02			
GIL GARZA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/17/2011	30.02			
GIL GARZA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/18/2011	542.00			
GIL GARZA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/25/2011	486.00			
							4,709.04		
GINNY'S PRINTING	P.O. BOX 143924	AUSTIN	TX	78714-3924	10/7/2011	361.90			
							361.90		
GRAND RAPIDS CHAIR COMPANY	P.O. BOX 72154	CLEVELAND	OH	44192-7214	8/24/2011	216.50			
GRAND RAPIDS CHAIR COMPANY	P.O. BOX 72154	CLEVELAND	OH	44192-7214	8/30/2011	216.50			
GRAND RAPIDS CHAIR COMPANY	P.O. BOX 72154	CLEVELAND	OH	44192-7214	9/7/2011	216.50			
GRAND RAPIDS CHAIR COMPANY	P.O. BOX 72154	CLEVELAND	OH	44192-7214	9/16/2011	108.25			
GRAND RAPIDS CHAIR COMPANY	P.O. BOX 72154	CLEVELAND	OH	44192-7214	9/23/2011	5,135.00			
GRAND RAPIDS CHAIR COMPANY	P.O. BOX 72154	CLEVELAND	OH	44192-7214	11/1/2011	108.25			
							6,001.00	21,427.30	
GREAT AMERICA LEASING CORPORATION	P.O. BOX 660831	DALLAS	TX	75266-0831	8/30/2011	341.94			
GREAT AMERICA LEASING CORPORATION	P.O. BOX 660831	DALLAS	TX	75266-0831	9/15/2011	1,669.00			
GREAT AMERICA LEASING CORPORATION	P.O. BOX 660831	DALLAS	TX	75266-0831	11/3/2011	516.47			
GREAT AMERICA LEASING CORPORATION	P.O. BOX 660831	DALLAS	TX	75266-0831	11/3/2011	5,235.73			
							7,763.14	25,427.91	
GREENWOOD TOOL & DIE COMPANY	231 SOUTH LINDBERG	GRIFFITH	IN	46319-0000	8/24/2011	209.74			
GREENWOOD TOOL & DIE COMPANY	231 SOUTH LINDBERG	GRIFFITH	IN	46319-0000	9/13/2011	209.74			
GREENWOOD TOOL & DIE COMPANY	231 SOUTH LINDBERG	GRIFFITH	IN	46319-0000	10/12/2011	104.87			
GREENWOOD TOOL & DIE COMPANY	231 SOUTH LINDBERG	GRIFFITH	IN	46319-0000	10/12/2011	104.87			
							629.22	13,318.38	
GREG GILLIARD	WINDSOR WORLDWIDE INC, P.O. BOX 930591	NORCROSS	GA	30003-0591	8/29/2011	2,703.75			
							2,703.75	37,035.00	
GULF COAST PAPER CO INC	P.O. BOX 4227	VICTORIA	TX	77903-4227	8/29/2011	1,459.62			
GULF COAST PAPER CO INC	P.O. BOX 4227	VICTORIA	TX	77903-4227	10/11/2011	3,908.77			
GULF COAST PAPER CO INC	P.O. BOX 4227	VICTORIA	TX	77903-4227	11/3/2011	4,363.88			
							9,732.27	5,762.27	
GUSTAV TOOL AND DIE INC	P.O. BOX 1226	SEGUIN	TX	78155-0000	9/13/2011	1,772.97			
							1,772.97	6,102.14	
H & O DIE SUPPLY INC	7200 INTERSTATE 20	KENNEDALE	TX	76060-5000	9/15/2011	5,362.76			
							5,362.76	397.52	
HACKNEY RECEIVABLES, INC.	1209 ORANGE STREET	WILMINGTON	DE	19801-0000	9/16/2011	18,829.00			
							18,829.00	-	
HAFELE AMERICA CO	P.O. BOX 890779	CHARLOTTE	NC	28289-0779	9/20/2011	540.36			
HAFELE AMERICA CO	P.O. BOX 890779	CHARLOTTE	NC	28289-0779	9/21/2011	3,808.00			
HAFELE AMERICA CO	P.O. BOX 890779	CHARLOTTE	NC	28289-0779	9/21/2011	960.75			
HAFELE AMERICA CO	P.O. BOX 890779	CHARLOTTE	NC	28289-0779	10/18/2011	17,809.00			
							23,118.11	612.81	
HAGEMEYER NORTH AMERICA INC	11680 GREAT OAKS WAY	ALPHARETTA	GA	30022-0000	8/24/2011	160.21			
HAGEMEYER NORTH AMERICA INC	11680 GREAT OAKS WAY	ALPHARETTA	GA	30022-0000	8/30/2011	160.21			
HAGEMEYER NORTH AMERICA INC	11680 GREAT OAKS WAY	ALPHARETTA	GA	30022-0000	9/8/2011	160.21			
HAGEMEYER NORTH AMERICA INC	11680 GREAT OAKS WAY	ALPHARETTA	GA	30022-0000	9/16/2011	80.10			
HAGEMEYER NORTH AMERICA INC	11680 GREAT OAKS WAY	ALPHARETTA	GA	30022-0000	9/23/2011	80.10			
HAGEMEYER NORTH AMERICA INC	11680 GREAT OAKS WAY	ALPHARETTA	GA	30022-0000	11/3/2011	80.10			
							720.93	18,825.08	
HARNEY MANAGEMENT PARTNERS	50 W 75TH STREET, SUITE 215	WILLBROOK	IL	60527-0000	8/25/2011	17,281.53			
HARNEY MANAGEMENT PARTNERS	50 W 75TH STREET, SUITE 215	WILLBROOK	IL	60527-0000	9/2/2011	15,838.93			
HARNEY MANAGEMENT PARTNERS	50 W 75TH STREET, SUITE 215	WILLBROOK	IL	60527-0000	9/8/2011	13,075.37			
HARNEY MANAGEMENT PARTNERS	50 W 75TH STREET, SUITE 215	WILLBROOK	IL	60527-0000	9/16/2011	16,188.06			
HARNEY MANAGEMENT PARTNERS	50 W 75TH STREET, SUITE 215	WILLBROOK	IL	60527-0000	10/5/2011	23,351.26			
HARNEY MANAGEMENT PARTNERS	50 W 75TH STREET, SUITE 215	WILLBROOK	IL	60527-0000	10/11/2011	18,229.72			
HARNEY MANAGEMENT PARTNERS	50 W 75TH STREET, SUITE 215	WILLBROOK	IL	60527-0000	10/18/2011	7,500.00			
HARNEY MANAGEMENT PARTNERS	50 W 75TH STREET, SUITE 215	WILLBROOK	IL	60527-0000	10/20/2011	12,142.93			
HARNEY MANAGEMENT PARTNERS	50 W 75TH STREET, SUITE 215	WILLBROOK	IL	60527-0000	10/21/2011	15,788.96			

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within  
 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
HARNEY MANAGEMENT PARTNERS	50 W 75TH STREET, SUITE 215	WILLBROOK	IL 60527-0000	11/4/2011	14,351.20	
HARNEY MANAGEMENT PARTNERS	50 W 75TH STREET, SUITE 215	WILLBROOK	IL 60527-0000	11/10/2011	14,846.89	
					168,594.85	57,288.75
HASCALL STEEL COMPANY	4165 SPARTAN INDUSTRIAL DRIVE	GRANDVILLE	MI 49418-0000	8/30/2011	806.61	
HASCALL STEEL COMPANY	4165 SPARTAN INDUSTRIAL DRIVE	GRANDVILLE	MI 49418-0000	9/7/2011	806.61	
HASCALL STEEL COMPANY	4165 SPARTAN INDUSTRIAL DRIVE	GRANDVILLE	MI 49418-0000	9/15/2011	403.30	
					2,016.52	25,783.27
HEIM LP	6360 W 73RD STREET	CHICAGO	IL 60638-0000	9/2/2011	168.46	
HEIM LP	6360 W 73RD STREET	CHICAGO	IL 60638-0000	9/2/2011	168.46	
HEIM LP	6360 W 73RD STREET	CHICAGO	IL 60638-0000	9/9/2011	168.46	
HEIM LP	6360 W 73RD STREET	CHICAGO	IL 60638-0000	9/19/2011	84.23	
HEIM LP	6360 W 73RD STREET	CHICAGO	IL 60638-0000	10/3/2011	84.23	
HEIM LP	6360 W 73RD STREET	CHICAGO	IL 60638-0000	11/3/2011	84.23	
					758.07	10,697.55
HILL COUNTRY ELECTRIC SUPPLY, LP	3003 NE LOOP 410 SUITE 101	SAN ANTONIO	TX 78218-0000	10/7/2011	1,094.40	
					1,094.40	248.25
HOLSAG CANADA	164 NEEDHAM STREET	LINDSEY	ON K9V5R7	9/7/2011	54,750.12	
					54,750.12	-
HOLT MECHANICAL	DANIEL A HOLT, 5522 RITTIMAN RD	SAN ANTONIO	TX 78218-0000	8/31/2011	218.90	
HOLT MECHANICAL	DANIEL A HOLT, 5522 RITTIMAN RD	SAN ANTONIO	TX 78218-0000	9/7/2011	218.90	
HOLT MECHANICAL	DANIEL A HOLT, 5522 RITTIMAN RD	SAN ANTONIO	TX 78218-0000	9/14/2011	109.45	
					547.25	16,586.30
HOME DEPOT	DEPT 32-2535030088, P.O. BOX 183176	COLUMBUS	OH 43218-3178	8/31/2011	2,983.89	
					2,983.89	-
HON CO	P.O. BOX 404422	ATLANTA	GA 30384-4422	8/25/2011	117.32	
HON CO	P.O. BOX 404422	ATLANTA	GA 30384-4422	8/31/2011	117.32	
HON CO	P.O. BOX 404422	ATLANTA	GA 30384-4422	9/8/2011	117.32	
HON CO	P.O. BOX 404422	ATLANTA	GA 30384-4422	9/19/2011	58.66	
HON CO	P.O. BOX 404422	ATLANTA	GA 30384-4422	11/1/2011	58.66	
					469.28	7,508.48
HORWOOD MARCUS & BERK	500 W. MADISON, SUITE 3700	CHICAGO	IL 60661-0000	9/7/2011	5,000.00	
HORWOOD MARCUS & BERK	500 W. MADISON, SUITE 3700	CHICAGO	IL 60661-0000	9/8/2011	5,000.00	
HORWOOD MARCUS & BERK	500 W. MADISON, SUITE 3700	CHICAGO	IL 60661-0000	9/8/2011	5,000.00	
HORWOOD MARCUS & BERK	500 W. MADISON, SUITE 3700	CHICAGO	IL 60661-0000	9/8/2011	5,000.00	
HORWOOD MARCUS & BERK	500 W. MADISON, SUITE 3700	CHICAGO	IL 60661-0000	9/16/2011	5,000.00	
HORWOOD MARCUS & BERK	500 W. MADISON, SUITE 3700	CHICAGO	IL 60661-0000	9/23/2011	5,000.00	
HORWOOD MARCUS & BERK	500 W. MADISON, SUITE 3700	CHICAGO	IL 60661-0000	10/19/2011	7,500.00	
HORWOOD MARCUS & BERK	500 W. MADISON, SUITE 3700	CHICAGO	IL 60661-0000	11/1/2011	5,000.00	
HORWOOD MARCUS & BERK	500 W. MADISON, SUITE 3700	CHICAGO	IL 60661-0000	11/1/2011	5,000.00	
					47,500.00	54,433.09
HOUSTON FOAM PLASTICS, INC	2019 BROOKS ST	HOUSTON	TX 77026-0000	8/25/2011	480.00	
					480.00	2,230.00
HULL HALEY	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX 78218-0000	10/14/2011	324.68	
					324.68	-
HUMANA	P.O. BOX 0599	CAROL STREAM	IL 60132-0599	9/2/2011	55,151.51	
HUMANA	P.O. BOX 0599	CAROL STREAM	IL 60132-0599	10/5/2011	52,765.98	
HUMANA	P.O. BOX 0599	CAROL STREAM	IL 60132-0599	10/5/2011	57,493.32	
					165,410.81	-
INTEGRATED DRIVE SYSTEMS LLC	6623 WILLOW PARK DRIVE	HOUSTON	TX 77066-0000	9/16/2011	560.60	
					560.60	-
INTERNATIONAL GAS SPRINGS INC	162 PINNACLE DRIVE	ROMEDEVILLE	IL 60446-0000	8/25/2011	503.96	
INTERNATIONAL GAS SPRINGS INC	162 PINNACLE DRIVE	ROMEDEVILLE	IL 60446-0000	8/30/2011	503.96	
INTERNATIONAL GAS SPRINGS INC	162 PINNACLE DRIVE	ROMEDEVILLE	IL 60446-0000	9/9/2011	503.96	
INTERNATIONAL GAS SPRINGS INC	162 PINNACLE DRIVE	ROMEDEVILLE	IL 60446-0000	9/19/2011	251.98	
INTERNATIONAL GAS SPRINGS INC	162 PINNACLE DRIVE	ROMEDEVILLE	IL 60446-0000	9/23/2011	251.98	
INTERNATIONAL GAS SPRINGS INC	162 PINNACLE DRIVE	ROMEDEVILLE	IL 60446-0000	10/17/2011	9,922.50	
					11,938.34	44,306.89



KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor					Payment Date	Amount Paid	Amount Still Owing
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	8/29/2011	2,349.41	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	9/2/2011	2,349.41	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	9/14/2011	2,349.41	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	9/19/2011	1,174.70	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	9/19/2011	1,174.70	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	10/24/2011	1,174.70	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	10/24/2011	1,174.70	
INTIRION - MICROFRIDGE	ACCOUNTS RECEIVABLE, 2 ANNETTE ROAD, SUITE 3	FOXBORO	MA	02035-1367	11/3/2011	2,349.41	
						14,096.44	98,713.92
ISAAC AYALA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/26/2011	73.21	
						73.21	-
J. E. HIGGINS	6699 SOUTHFRONT ROAD	LIVERMORE	CA	94551-0000	10/18/2011	12,246.90	
						12,246.90	-
JACKSONVILLE INDUSTRIES, LLC	P.O. BOX 2154	JACKSONVILLE	TX	75766-2154	9/7/2011	315.85	
JACKSONVILLE INDUSTRIES, LLC	P.O. BOX 2154	JACKSONVILLE	TX	75766-2154	9/15/2011	157.93	
JACKSONVILLE INDUSTRIES, LLC	P.O. BOX 2154	JACKSONVILLE	TX	75766-2154	9/28/2011	157.93	
JACKSONVILLE INDUSTRIES, LLC	P.O. BOX 2154	JACKSONVILLE	TX	75766-2154	11/3/2011	157.93	
						789.64	4,263.96
JAMES DUKES	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/21/2011	274.49	
						274.49	-
JEFF LANCASTER	3369 CHALLENGER DR	PLAINFIELD	IN	46168-0000	9/19/2011	8,698.22	
						8,698.22	6,264.82
JOHNSON OIL COMPANY	P.O. BOX 1959	GONZALES	TX	78629-0000	8/31/2011	135.44	
JOHNSON OIL COMPANY	P.O. BOX 1959	GONZALES	TX	78629-0000	9/16/2011	135.44	
JOHNSON OIL COMPANY	P.O. BOX 1959	GONZALES	TX	78629-0000	10/26/2011	136.87	
						407.75	270.98
JOHNSTON TEXTILES INC	100 MICOLAS STREET	OPP	AL	36467-0000	8/30/2011	16.41	
JOHNSTON TEXTILES INC	100 MICOLAS STREET	OPP	AL	36467-0000	9/15/2011	16.41	
JOHNSTON TEXTILES INC	100 MICOLAS STREET	OPP	AL	36467-0000	9/20/2011	16.41	
JOHNSTON TEXTILES INC	100 MICOLAS STREET	OPP	AL	36467-0000	9/23/2011	16.41	
JOHNSTON TEXTILES INC	100 MICOLAS STREET	OPP	AL	36467-0000	10/4/2011	16.41	
						82.05	1,017.15
JOSH GARZA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	9/7/2011	200.03	
						200.03	-
JOSHUA PERDUE	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	8/29/2011	105.63	
						105.63	-
JUDSON ISD TAX OFFICE	JANICE ANGAWER RTA 8012 SHIN OAK DR, 8012 SHIN OAK DR	SAN ANTONIO	TX	78233-2413	8/24/2011	2,786.24	
JUDSON ISD TAX OFFICE	JANICE ANGAWER RTA 8012 SHIN OAK DR, 8012 SHIN OAK DR	SAN ANTONIO	TX	78233-2413	8/24/2011	2,407.63	
JUDSON ISD TAX OFFICE	JANICE ANGAWER RTA 8012 SHIN OAK DR, 8012 SHIN OAK DR	SAN ANTONIO	TX	78233-2413	8/24/2011	5.00	
JUDSON ISD TAX OFFICE	JANICE ANGAWER RTA 8012 SHIN OAK DR, 8012 SHIN OAK DR	SAN ANTONIO	TX	78233-2413	8/24/2011	5.00	
						5,203.87	184,157.39
KASPAR WIRE WORKS INC	BOX 667	SHINER	TX	77984-0067	8/30/2011	80.41	
KASPAR WIRE WORKS INC	BOX 667	SHINER	TX	77984-0067	9/7/2011	80.41	
KASPAR WIRE WORKS INC	BOX 667	SHINER	TX	77984-0067	9/15/2011	40.20	
KASPAR WIRE WORKS INC	BOX 667	SHINER	TX	77984-0067	11/1/2011	40.20	
						241.22	4,145.92
KENORA GROUP LLC	12901 WESTGATE	OVERLAND PARK	KS	66213-0000	8/30/2011	15,000.00	
KENORA GROUP LLC	12901 WESTGATE	OVERLAND PARK	KS	66213-0000	10/14/2011	11,282.50	
						26,282.50	37,296.68
KIMBERLY MILLER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	9/7/2011	185.32	
KIMBERLY MILLER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	9/19/2011	175.00	
KIMBERLY MILLER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/4/2011	143.42	
KIMBERLY MILLER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/12/2011	143.10	
KIMBERLY MILLER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/17/2011	500.00	
KIMBERLY MILLER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/19/2011	239.22	
KIMBERLY MILLER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/25/2011	99.38	

KLN Steel Products Company, Inc.

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS  
3b Payments made to any creditor within  
90-days of the petition date

Case No. 11-12855

Name and Address of Creditor					Payment Date	Amount Paid	Amount Still Owing
KIMBERLY MILLER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/25/2011	243.86	
						1,729.30	1,507.72
KKA ENTERPRISES LTD.	RR# 3, 4 TAYLOR CRESCENT	PARRY SOUND	ON	P2A2W9	9/19/2011	145.00	
						145.00	-
KONCEPT SAFETY	7846 FORTUNE DR	SAN ANTONIO	TX	78250-0000	9/8/2011	233.95	
KONCEPT SAFETY	7846 FORTUNE DR	SAN ANTONIO	TX	78250-0000	10/6/2011	99.95	
						333.90	-
KRIS BENSON	7327 STONEWALL HILL	SAN ANTONIO	TX	78256-0000	9/20/2011	450.00	
KRIS BENSON	7327 STONEWALL HILL	SAN ANTONIO	TX	78256-0000	10/19/2011	450.00	
						900.00	450.00
KRUG INC	BOX 66512 AMF O'HARE	CHICAGO	IL	60666-0512	8/31/2011	6,893.50	
						6,893.50	-
LAMINATE TECHNOLOGIES, INC.	161 MAULE RD.	TIFFIN	OH	44883-0000	8/29/2011	205.03	
LAMINATE TECHNOLOGIES, INC.	161 MAULE RD.	TIFFIN	OH	44883-0000	8/30/2011	205.03	
LAMINATE TECHNOLOGIES, INC.	161 MAULE RD.	TIFFIN	OH	44883-0000	9/8/2011	205.03	
LAMINATE TECHNOLOGIES, INC.	161 MAULE RD.	TIFFIN	OH	44883-0000	9/19/2011	102.51	
LAMINATE TECHNOLOGIES, INC.	161 MAULE RD.	TIFFIN	OH	44883-0000	11/1/2011	102.51	
						820.11	13,121.87
LAW OFFICES OF CHRIS PETTIT & ASSOC	11902 RUSTIC LANE	SAN ANTONIO	TX	78230-0000	11/4/2011	2,750.00	
						2,750.00	2,750.00
LEADER EXPRESS, INC.	C/O ALLIANCE FUNDING SOLUTIONS, P.O. BOX 150990	OGDEN	UT	84415-0000	11/2/2011	1,000.00	
						1,000.00	-
LEGGETT & PLATT CO	P.O. BOX 100055	ATLANTA	GA	30348-0000	9/20/2011	24,486.00	
						24,486.00	(372.87)
LEWIS-GRAY, LLC	C/O ADVANTAGE BUSINESS CAPITAL, P.O. BOX 79632	HOUSTON	TX	77279-9632	9/2/2011	9,600.00	
LEWIS-GRAY, LLC	C/O ADVANTAGE BUSINESS CAPITAL, P.O. BOX 79632	HOUSTON	TX	77279-9632	10/3/2011	4,800.00	
						14,400.00	9,600.00
LGC BUILDING LLC	MILAM BUILDING STE 515, 115 EAST TRAVIS	SAN ANTONIO	TX	78205-0000	9/30/2011	2,849.14	
LGC BUILDING LLC	MILAM BUILDING STE 515, 115 EAST TRAVIS	SAN ANTONIO	TX	78205-0000	9/30/2011	2,849.14	
LGC BUILDING LLC	MILAM BUILDING STE 515, 115 EAST TRAVIS	SAN ANTONIO	TX	78205-0000	9/30/2011	2,849.14	
LGC BUILDING LLC	MILAM BUILDING STE 515, 115 EAST TRAVIS	SAN ANTONIO	TX	78205-0000	10/3/2011	1,424.57	
LGC BUILDING LLC	MILAM BUILDING STE 515, 115 EAST TRAVIS	SAN ANTONIO	TX	78205-0000	10/4/2011	1,424.57	
LGC BUILDING LLC	MILAM BUILDING STE 515, 115 EAST TRAVIS	SAN ANTONIO	TX	78205-0000	11/1/2011	1,424.57	
						12,821.13	402,920.50
LIBERTY HARDWARE MANUFACTURING CO.	P.O. BOX 75628	CHARLOTTE	NC	28275-0628	8/24/2011	340.28	
LIBERTY HARDWARE MANUFACTURING CO.	P.O. BOX 75628	CHARLOTTE	NC	28275-0628	8/29/2011	340.28	
LIBERTY HARDWARE MANUFACTURING CO.	P.O. BOX 75628	CHARLOTTE	NC	28275-0628	9/8/2011	340.28	
LIBERTY HARDWARE MANUFACTURING CO.	P.O. BOX 75628	CHARLOTTE	NC	28275-0628	9/16/2011	14,250.00	
LIBERTY HARDWARE MANUFACTURING CO.	P.O. BOX 75628	CHARLOTTE	NC	28275-0628	9/19/2011	170.14	
LIBERTY HARDWARE MANUFACTURING CO.	P.O. BOX 75628	CHARLOTTE	NC	28275-0628	9/23/2011	170.14	
LIBERTY HARDWARE MANUFACTURING CO.	P.O. BOX 75628	CHARLOTTE	NC	28275-0628	11/1/2011	170.14	
						15,781.26	31,857.62
LIGHT BULB DEPOT 14 LLC	P.O. BOX 410	AURORA	MO	65605-0000	9/7/2011	27.00	
LIGHT BULB DEPOT 14 LLC	P.O. BOX 410	AURORA	MO	65605-0000	10/21/2011	208.15	
						235.15	-
LIONS VOLUNTEER BLIND IND	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	8/24/2011	3,968.07	
LIONS VOLUNTEER BLIND IND	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	8/31/2011	3,968.07	
LIONS VOLUNTEER BLIND IND	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/1/2011	214,951.71	
LIONS VOLUNTEER BLIND IND	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/9/2011	3,968.07	
LIONS VOLUNTEER BLIND IND	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/19/2011	1,984.03	
LIONS VOLUNTEER BLIND IND	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/19/2011	1,984.03	
LIONS VOLUNTEER BLIND IND	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/23/2011	1,984.03	
LIONS VOLUNTEER BLIND IND	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	9/23/2011	1,984.03	
LIONS VOLUNTEER BLIND IND	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	10/6/2011	6,285.60	
LIONS VOLUNTEER BLIND IND	758 WEST MORRIS BLVD.	MORRISTOWN	TN	37813-0000	11/1/2011	1,984.03	
						243,061.67	272,971.27

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
LIMITLESS CAPABILITIES, INC.	2071 COUNTY ROAD 85	DEATSVILLE	AL	36022-0000	8/26/2011	2,669.11		
LIMITLESS CAPABILITIES, INC.	2071 COUNTY ROAD 85	DEATSVILLE	AL	36022-0000	9/9/2011	2,669.11		
LIMITLESS CAPABILITIES, INC.	2071 COUNTY ROAD 85	DEATSVILLE	AL	36022-0000	9/9/2011	2,669.11		
						8,007.33	128,765.18	
LJT TEXAS LP.	LOCK JOINT TUBE LLC #774006, 4006 SOLUTIONS CENTER	CHICAGO	IL	60677-4000	8/29/2011	28,980.76		
LJT TEXAS LP.	LOCK JOINT TUBE LLC #774006, 4006 SOLUTIONS CENTER	CHICAGO	IL	60677-4000	9/14/2011	4,771.28		
LJT TEXAS LP.	LOCK JOINT TUBE LLC #774006, 4006 SOLUTIONS CENTER	CHICAGO	IL	60677-4000	9/21/2011	29,938.44		
						63,690.48	-	
LODDIE ALSPACH	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	9/2/2011	1,200.00		
						1,200.00	-	
LOGIX COMMUNICATIONS	P.O. BOX 3608	HOUSTON	TX	77253-3608	10/12/2011	6,383.49		
LOGIX COMMUNICATIONS	P.O. BOX 3608	HOUSTON	TX	77253-3608	11/3/2011	5,113.43		
						11,496.92	-	
LS2C LOGISTICS, INC	ATTN. FAUTY CHITTY, P.O. BOX 1027	MT. PLEASANT	SC	29465-1027	8/30/2011	38.58		
LS2C LOGISTICS, INC	ATTN. FAUTY CHITTY, P.O. BOX 1027	MT. PLEASANT	SC	29465-1027	9/16/2011	38.58		
LS2C LOGISTICS, INC	ATTN. FAUTY CHITTY, P.O. BOX 1027	MT. PLEASANT	SC	29465-1027	9/16/2011	38.58		
LS2C LOGISTICS, INC	ATTN. FAUTY CHITTY, P.O. BOX 1027	MT. PLEASANT	SC	29465-1027	10/12/2011	63.58		
						179.32	2,429.94	
MACROLEASE CORPORATION	P.O. BOX 6168	PROVIDENCE	RI	02940-6168	11/1/2011	2,522.30		
						2,522.30	40,120.97	
MADE2MANAGE, A CONSORA ERP SOLUTION	4580 SOLUTIONS CENTER	CHICAGO	IL	60677-4005	8/24/2011	744.86		
MADE2MANAGE, A CONSORA ERP SOLUTION	4580 SOLUTIONS CENTER	CHICAGO	IL	60677-4005	8/31/2011	744.86		
MADE2MANAGE, A CONSORA ERP SOLUTION	4580 SOLUTIONS CENTER	CHICAGO	IL	60677-4005	9/7/2011	744.86		
MADE2MANAGE, A CONSORA ERP SOLUTION	4580 SOLUTIONS CENTER	CHICAGO	IL	60677-4005	9/19/2011	372.43		
MADE2MANAGE, A CONSORA ERP SOLUTION	4580 SOLUTIONS CENTER	CHICAGO	IL	60677-4005	10/18/2011	7,423.59		
						10,030.60	40,619.96	
MAHARAM	45 RASONS COURT	HAUPPAUGE	NY	11788-0000	8/24/2011	188.99		
MAHARAM	45 RASONS COURT	HAUPPAUGE	NY	11788-0000	9/1/2011	188.99		
MAHARAM	45 RASONS COURT	HAUPPAUGE	NY	11788-0000	9/8/2011	188.99		
MAHARAM	45 RASONS COURT	HAUPPAUGE	NY	11788-0000	9/16/2011	94.49		
MAHARAM	45 RASONS COURT	HAUPPAUGE	NY	11788-0000	9/23/2011	94.49		
						755.95	12,095.03	
MAPP CASTER & SUPPLY, INC.	320 N SAMPSON	HOUSTON	TX	77003-0000	8/31/2011	1,061.63		
MAPP CASTER & SUPPLY, INC.	320 N SAMPSON	HOUSTON	TX	77003-0000	9/8/2011	179.67		
						1,241.30	11,498.34	
MARIA E. GONZALES	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/25/2011	79.25		
						79.25	-	
MARIO OCHOA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	9/6/2011	2,486.88		
MARIO OCHOA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/11/2011	324.38		
						2,811.26	-	
MARK BROOKER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	9/9/2011	210.00		
MARK BROOKER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/7/2011	210.00		
MARK BROOKER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/19/2011	90.00		
MARK BROOKER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	11/7/2011	1,500.00		
						2,010.00	(4.00)	
MASSENGALE ARMATURE WORKS INC	1031 BASSE RD	SAN ANTONIO	TX	78212-0000	8/29/2011	2,662.17		
						2,662.17	1,261.30	
MBM WHOLESALE	TIMOTHY E WALKER, P.O. BOX 18425	SAN ANTONIO	TX	78218-0425	10/24/2011	345.00		
						345.00	345.00	
MCDERMOTT WILL & EMERY LLP	P.O. BO 6043	CHICAGO	IL	60680-6043	8/24/2011	4,000.00		
MCDERMOTT WILL & EMERY LLP	P.O. BO 6043	CHICAGO	IL	60680-6043	9/1/2011	4,000.00		
MCDERMOTT WILL & EMERY LLP	P.O. BO 6043	CHICAGO	IL	60680-6043	9/8/2011	4,000.00		
MCDERMOTT WILL & EMERY LLP	P.O. BO 6043	CHICAGO	IL	60680-6043	9/16/2011	2,000.00		
MCDERMOTT WILL & EMERY LLP	P.O. BO 6043	CHICAGO	IL	60680-6043	9/16/2011	2,000.00		
MCDERMOTT WILL & EMERY LLP	P.O. BO 6043	CHICAGO	IL	60680-6043	9/23/2011	2,000.00		
MCDERMOTT WILL & EMERY LLP	P.O. BO 6043	CHICAGO	IL	60680-6043	10/19/2011	5,000.00		

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS  
 3b Payments made to any creditor within  
 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
					23,000.00	5,324.97
MEDALLION BUSINESS CREDIT	FBO ABSECON MILLS, INC., P.O. BOX 672	COLOGNE	NJ 08213-0000	10/14/2011	4,553.13	
					4,553.13	-
METLIFE	SMALL BUSINESS CENTER, P.O. BOX 804466	KANSAS CITY	MO 64180-4466	9/8/2011	7,022.07	
METLIFE	SMALL BUSINESS CENTER, P.O. BOX 804466	KANSAS CITY	MO 64180-4466	10/5/2011	7,328.19	
					14,350.26	-
METROPLEX SERVICES, INC.	2422 CANYON RIM	SAN ANTONIO	TX 78232-0000	9/12/2011	6,974.06	
METROPLEX SERVICES, INC.	2422 CANYON RIM	SAN ANTONIO	TX 78232-0000	10/11/2011	6,974.06	
					13,948.12	14,407.65
MICHAEL HUEBNER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX 78218-0000	10/24/2011	580.35	
					580.35	-
MIGUEL VEGA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX 78218-0000	10/12/2011	2,000.00	
MIGUEL VEGA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX 78218-0000	10/18/2011	1,650.00	
MIGUEL VEGA	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX 78218-0000	11/1/2011	1,000.00	
					4,650.00	-
MIKE ALBERT	P.O. BOX 643220	CINCINNATI	OH 45261-3220	10/11/2011	3,783.46	
					3,783.46	1,891.73
MIKE GITTINGER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX 78218-0000	10/24/2011	148.65	
					148.65	1,437.00
MISSION CITY CONTAINER INC	P.O. BOX 830563	SAN ANTONIO	TX 78283-0563	10/13/2011	588.00	
MISSION CITY CONTAINER INC	P.O. BOX 830563	SAN ANTONIO	TX 78283-0563	10/19/2011	165.00	
MISSION CITY CONTAINER INC	P.O. BOX 830563	SAN ANTONIO	TX 78283-0563	10/20/2011	1,500.00	
MISSION CITY CONTAINER INC	P.O. BOX 830563	SAN ANTONIO	TX 78283-0563	10/26/2011	2,184.18	
MISSION CITY CONTAINER INC	P.O. BOX 830563	SAN ANTONIO	TX 78283-0563	11/1/2011	308.40	
					4,745.58	692.66
MONROE CREDIT ADVISORS LLC	311 S. WACKER DRIVE- SUITE 6400	CHICAGO	IL 60606-0000	8/24/2011	2,384.00	
MONROE CREDIT ADVISORS LLC	311 S. WACKER DRIVE- SUITE 6400	CHICAGO	IL 60606-0000	10/21/2011	11,522.00	
					13,906.00	10,000.00
MORRIS MACHINE TOOL & SUPPLY, INC	4754 BROOM STREET	SAN ANTONIO	TX 78217-0000	10/19/2011	1,077.83	
					1,077.83	838.25
MOTION INDUSTRIES, INC	P.O. BOX 849737	DALLAS	TX 78284-9737	9/6/2011	208.67	
MOTION INDUSTRIES, INC	P.O. BOX 849737	DALLAS	TX 78284-9737	9/7/2011	208.67	
MOTION INDUSTRIES, INC	P.O. BOX 849737	DALLAS	TX 78284-9737	9/15/2011	104.34	
MOTION INDUSTRIES, INC	P.O. BOX 849737	DALLAS	TX 78284-9737	11/3/2011	104.34	
					626.02	18,185.62
NAP TOOLS LLC (NAP GLADU)	75 REMITTANCE DRIVE SUITE 6639	CHICAGO	IL 60675-6639	9/15/2011	1,459.89	
					1,459.89	1,749.15
NAPPCO FASTENER CO	P.O. BOX 55586	HOUSTON	TX 77255-5586	8/26/2011	10,686.95	
NAPPCO FASTENER CO	P.O. BOX 55586	HOUSTON	TX 77255-5586	8/30/2011	7,766.88	
NAPPCO FASTENER CO	P.O. BOX 55586	HOUSTON	TX 77255-5586	9/14/2011	10,237.19	
NAPPCO FASTENER CO	P.O. BOX 55586	HOUSTON	TX 77255-5586	9/14/2011	9,290.88	
NAPPCO FASTENER CO	P.O. BOX 55586	HOUSTON	TX 77255-5586	9/20/2011	6,489.38	
NAPPCO FASTENER CO	P.O. BOX 55586	HOUSTON	TX 77255-5586	10/17/2011	17,243.05	
NAPPCO FASTENER CO	P.O. BOX 55586	HOUSTON	TX 77255-5586	10/25/2011	2,333.20	
					64,047.53	33,855.41
NATIONAL LIGHTING	522 CORTLANDT ST	BELLEVILLE	NJ 07109-0000	9/9/2011	13,736.00	
NATIONAL LIGHTING	522 CORTLANDT ST	BELLEVILLE	NJ 07109-0000	10/18/2011	12,693.00	
					26,429.00	-
NATIONAL REGISTERED AGENTS, INC	P.O. BOX 927	WEST WINDSOR	NJ 08550-0000	10/26/2011	320.00	
					320.00	-
NEW BRAUNFELS UTILITIES	P.O. BOX 310289	NEW BRAUNFELS	TX 78131-0289	11/3/2011	110.20	
					110.20	-
NORDSON CORPORATION	P.O. BOX 802586	CHICAGO	IL 60680-2586	8/24/2011	245.62	

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within

90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
NORDSON CORPORATION	P.O. BOX 802586	CHICAGO	IL 60680-2586	8/31/2011	245.62	
NORDSON CORPORATION	P.O. BOX 802586	CHICAGO	IL 60680-2586	9/8/2011	245.62	
NORDSON CORPORATION	P.O. BOX 802586	CHICAGO	IL 60680-2586	9/19/2011	122.81	
NORDSON CORPORATION	P.O. BOX 802586	CHICAGO	IL 60680-2586	9/29/2011	122.81	
NORDSON CORPORATION	P.O. BOX 802586	CHICAGO	IL 60680-2586	11/3/2011	122.81	
					1,105.29	4,156.86
OCEAN MOVING	2253 OZATO	NANJO CITY, OKINAWA	00901-1203	10/6/2011	20,000.00	
OCEAN MOVING	2253 OZATO	NANJO CITY, OKINAWA	00901-1203	10/7/2011	20,000.00	
					40,000.00	
OFFICE ENVIROMENTS INC	P.O. BOX 729	WILLISTON	VT 05495-0729	8/25/2011	140.25	
OFFICE ENVIROMENTS INC	P.O. BOX 729	WILLISTON	VT 05495-0729	8/30/2011	140.25	
OFFICE ENVIROMENTS INC	P.O. BOX 729	WILLISTON	VT 05495-0729	9/7/2011	140.25	
					420.75	9,046.05
OLD JACKSONVILLE INDUSTRIES	P.O. BOX 2154	JACKSONVILLE	TX 75766-0000	10/5/2011	7,368.25	
					7,368.25	
OMNI METALS, INC.	14341 INTERDRIVE W.	HOUSTON	TX 77032-0000	9/7/2011	23,147.78	
OMNI METALS, INC.	14341 INTERDRIVE W.	HOUSTON	TX 77032-0000	9/20/2011	23,962.50	
OMNI METALS, INC.	14341 INTERDRIVE W.	HOUSTON	TX 77032-0000	10/17/2011	24,202.13	
OMNI METALS, INC.	14341 INTERDRIVE W.	HOUSTON	TX 77032-0000	10/21/2011	22,567.41	
					93,879.82	87,855.79
OMNOVA SOLUTIONS INC	21119 NETWORK PLACE	CHICAGO	IL 60673-1211	9/9/2011	2,066.83	
OMNOVA SOLUTIONS INC	21119 NETWORK PLACE	CHICAGO	IL 60673-1211	9/16/2011	1,033.41	
OMNOVA SOLUTIONS INC	21119 NETWORK PLACE	CHICAGO	IL 60673-1211	9/29/2011	1,033.41	
OMNOVA SOLUTIONS INC	21119 NETWORK PLACE	CHICAGO	IL 60673-1211	11/3/2011	1,033.41	
					5,167.06	15,501.18
PACK-MARK SHIPPING SUPPLIES	1375 E BITTERS RD	SAN ANTONIO	TX 78216-0000	8/31/2011	575.02	
PACK-MARK SHIPPING SUPPLIES	1375 E BITTERS RD	SAN ANTONIO	TX 78216-0000	9/8/2011	575.02	
PACK-MARK SHIPPING SUPPLIES	1375 E BITTERS RD	SAN ANTONIO	TX 78216-0000	9/15/2011	287.51	
PACK-MARK SHIPPING SUPPLIES	1375 E BITTERS RD	SAN ANTONIO	TX 78216-0000	10/5/2011	287.51	
					1,725.06	36,513.42
PACKSIZE LLC	6440 S. WASATCH BLVD.	SALT LAKE CITY	UT 84121-0000	9/7/2011	18,964.72	
PACKSIZE LLC	6440 S. WASATCH BLVD.	SALT LAKE CITY	UT 84121-0000	9/29/2011	18,297.05	
					37,261.77	19,531.12
PARKER ENGINEERED SEALS DIV	5087 COLLECTION CENTER DR	CHICAGO	IL 60693-0000	8/24/2011	88.54	
PARKER ENGINEERED SEALS DIV	5087 COLLECTION CENTER DR	CHICAGO	IL 60693-0000	8/31/2011	88.54	
PARKER ENGINEERED SEALS DIV	5087 COLLECTION CENTER DR	CHICAGO	IL 60693-0000	9/8/2011	88.54	
PARKER ENGINEERED SEALS DIV	5087 COLLECTION CENTER DR	CHICAGO	IL 60693-0000	9/19/2011	44.27	
PARKER ENGINEERED SEALS DIV	5087 COLLECTION CENTER DR	CHICAGO	IL 60693-0000	9/29/2011	44.27	
PARKER ENGINEERED SEALS DIV	5087 COLLECTION CENTER DR	CHICAGO	IL 60693-0000	10/11/2011	5,100.00	
PARKER ENGINEERED SEALS DIV	5087 COLLECTION CENTER DR	CHICAGO	IL 60693-0000	11/1/2011	44.27	
					5,498.43	5,622.41
PAULA HODKIN, PLLC - IOTA	101 PLAZA REAL SOUTH, SUITE 207	BOCA RATON	FL 33432-0000	10/6/2011	9,956.00	
					9,956.00	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	8/25/2011	91,893.95	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	9/1/2011	98,581.64	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	9/8/2011	99,490.66	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	9/15/2011	104,584.49	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	9/22/2011	116,480.46	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	9/29/2011	112,228.92	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	10/6/2011	112,203.14	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	10/13/2011	111,750.11	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	10/20/2011	118,625.67	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	10/27/2011	117,280.45	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	11/3/2011	114,745.63	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	11/9/2011	114,623.88	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	8/25/2011	42,851.03	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	9/1/2011	43,317.89	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	9/8/2011	40,470.54	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	9/15/2011	38,532.96	
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT 06810-5113	9/22/2011	42,880.07	

KLN Steel Products Company, Inc.

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

Case No. 11-12855

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/23/2011	4,443.96
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/29/2011	40,295.95
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/6/2011	23,259.33
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/6/2011	40,143.81
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/12/2011	36,531.31
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/13/2011	20,255.19
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/13/2011	38,838.83
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/20/2011	21,829.71
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/20/2011	42,085.17
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/21/2011	879.62
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/27/2011	16,652.93
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/27/2011	40,047.76
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	11/3/2011	37,714.25
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	11/10/2011	37,495.75
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	8/25/2011	52,009.58
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/1/2011	46,176.98
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/8/2011	38,210.56
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/15/2011	27,677.53
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/22/2011	28,126.46
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/29/2011	23,331.99
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	11/3/2011	12,036.96
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	11/10/2011	13,012.61
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	8/28/2011	711.43
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/2/2011	423.40
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/9/2011	419.37
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/16/2011	420.71
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/23/2011	419.37
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/30/2011	720.05
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/7/2011	416.69
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/14/2011	418.03
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/21/2011	396.55
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/28/2011	664.54
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	11/4/2011	379.10
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	11/10/2011	381.79
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	8/25/2011	3,691.96
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/1/2011	3,668.00
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/8/2011	3,699.21
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/15/2011	3,681.13
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/22/2011	3,462.63
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	9/29/2011	3,526.13
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/6/2011	3,505.71
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/13/2011	3,501.89
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/20/2011	3,556.30
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	10/27/2011	3,555.35
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	11/3/2011	3,418.45
PAYLOCITY CORPORATION	3850 OLD RIDGEBURY ROAD	DANBURY	CT	06810-5113	11/10/2011	3,379.77
						2,210,015.29
PETER LI EDUCATION GROUP	2621 DRYDEN RD	DAYTON	OH	45439-0000	8/25/2011	150.98
PETER LI EDUCATION GROUP	2621 DRYDEN RD	DAYTON	OH	45439-0000	8/30/2011	150.98
PETER LI EDUCATION GROUP	2621 DRYDEN RD	DAYTON	OH	45439-0000	9/9/2011	150.98
PETER LI EDUCATION GROUP	2621 DRYDEN RD	DAYTON	OH	45439-0000	9/21/2011	75.49
PETER LI EDUCATION GROUP	2621 DRYDEN RD	DAYTON	OH	45439-0000	9/23/2011	75.49
PETER LI EDUCATION GROUP	2621 DRYDEN RD	DAYTON	OH	45439-0000	11/1/2011	75.49
						679.41
						9,587.32
PHMA	154 FORT EVANS RD. NE	LEESBURG	VA	20176-4440	10/7/2011	8,000.00
PHMA	154 FORT EVANS RD. NE	LEESBURG	VA	20176-4440	10/7/2011	2,750.00
						10,750.00
						3,420.00
PIONEER FURNITURE MFG CO	P.O. BOX 705	ATHENS	TN	37371-0705	8/24/2011	645.98
PIONEER FURNITURE MFG CO	P.O. BOX 705	ATHENS	TN	37371-0705	8/30/2011	645.98
PIONEER FURNITURE MFG CO	P.O. BOX 705	ATHENS	TN	37371-0705	9/7/2011	645.98
PIONEER FURNITURE MFG CO	P.O. BOX 705	ATHENS	TN	37371-0705	9/23/2011	322.99
PIONEER FURNITURE MFG CO	P.O. BOX 705	ATHENS	TN	37371-0705	11/1/2011	322.99
						2,583.92
						49,873.73
PMI STEEL PIPE	P.O. BOX 200424	SAN ANTONIO	TX	78220-0000	8/29/2011	114.74
						114.74

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
POWDER PARTS INC	1750 TODD FARM DRIVE #A	ELGIN	IL	60123-0000	10/20/2011	1,852.12	1,852.12	-
POWER BRAKE DIES INC	263 W 154TH ST	SOUTH HOLLAND	IL	60473-0000	10/3/2011	7,963.00	7,963.00	-
PPL GROUP, LLC	3100 DUNDEE ROAD, SUITE 915	NORTHBROOK	IL	60062-0000	10/25/2011	720.00	720.00	-
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	8/25/2011	636.14		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	8/25/2011	433.88		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	9/1/2011	433.88		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	9/1/2011	636.14		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	9/8/2011	433.88		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	9/14/2011	657.77		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	9/19/2011	216.94		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	9/23/2011	638.34		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	9/23/2011	216.94		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	9/28/2011	122.06		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	9/30/2011	231.27		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	10/3/2011	691.27		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	10/6/2011	265.75		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	10/11/2011	252.89		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	10/11/2011	244.12		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	10/11/2011	21.63		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	10/11/2011	1,769.85		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	10/17/2011	424.64		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	10/17/2011	252.90		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	10/17/2011	265.75		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	10/21/2011	252.90		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	11/1/2011	216.94		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	11/3/2011	252.90		
PRAXAIR DISTRIBUTION INC	DEPT 0812, P.O. BOX 120812	DALLAS	TX	75312-0812	11/4/2011	636.14		
						10,204.92	44,657.56	
PREGIS	A HEXACOMB CORPORATION, P.O. BOX 905953	CHARLOTTE	NC	28290-5953	8/24/2011	438.72		
PREGIS	A HEXACOMB CORPORATION, P.O. BOX 905953	CHARLOTTE	NC	28290-5953	8/31/2011	438.72		
PREGIS	A HEXACOMB CORPORATION, P.O. BOX 905953	CHARLOTTE	NC	28290-5953	9/8/2011	438.72		
PREGIS	A HEXACOMB CORPORATION, P.O. BOX 905953	CHARLOTTE	NC	28290-5953	9/19/2011	219.36		
PREGIS	A HEXACOMB CORPORATION, P.O. BOX 905953	CHARLOTTE	NC	28290-5953	9/29/2011	219.36		
PREGIS	A HEXACOMB CORPORATION, P.O. BOX 905953	CHARLOTTE	NC	28290-5953	11/3/2011	219.36		
						1,974.24	27,858.63	
PREMIER METALS INC	P.O. BOX 117050	CARROLLTON	TX	75011-0000	9/1/2011	7,350.26	7,350.26	-
PRIMEPAK	13 CEDAR LANE	TEANECK	NJ	07666-0000	10/19/2011	196.22	196.22	-
PRODUCT COMPONENTS	825 ARNOLD DR BAY 7	MARTINEZ	CA	94553-0000	9/14/2011	36.52	36.52	-
PROGRESSIVE EDGE, LLC	W 156 N7683 THERESA MARIA CT	MENOMONEE FALLS	WI	53051-0000	10/26/2011	1,500.00	1,500.00	700.00
PROPERTY MANAGEMENT PROFESSIONALS	421 S. SEGUIN AVE	NEW BRAUNFELS	TX	78130-0000	9/12/2011	886.25	886.25	-
PSC INDUSTRIES	DEPT 1688-13	DENVER	CO	80291-1688	9/21/2011	10,205.11	10,205.11	-
PURE AIR FILTER CO INC	4743 WHIRLWIND	SAN ANTONIO	TX	78217-0000	10/19/2011	1,071.86	1,071.86	263.52
PURVIS BEARING SERVICE INC	P.O. BOX 540757	DALLAS	TX	75354-0757	10/21/2011	147.66	147.66	-
QUICK-WAY STAMPINGS INC	P.O. BOX 458	EULESS	TX	76039-0000	8/30/2011	87.64		
QUICK-WAY STAMPINGS INC	P.O. BOX 458	EULESS	TX	76039-0000	9/7/2011	87.64		
QUICK-WAY STAMPINGS INC	P.O. BOX 458	EULESS	TX	76039-0000	9/15/2011	43.82		

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within

90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
QUICK-WAY STAMPINGS INC	P.O. BOX 458	EULESS	TX	76039-0000	10/11/2011	43.82		
						262.92	5,565.06	
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	8/30/2011	73.05		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	9/7/2011	449.77		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	9/7/2011	73.05		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	9/15/2011	378.50		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	9/15/2011	36.53		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	9/19/2011	329.10		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	9/19/2011	158.50		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	9/21/2011	36.53		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	9/23/2011	329.50		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	9/28/2011	637.34		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	10/11/2011	176.52		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	10/18/2011	94.57		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	10/18/2011	1,073.56		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	10/26/2011	194.06		
R.S. HUGHES CO., INC.	5018 SERVICE CENTER DRIVE	SAN ANTONIO	TX	78218-0000	11/1/2011	486.54		
						4,527.12	5,486.95	
REDDY ICE INC	P.O. BOX 730505	DALLAS	TX	75373-0505	9/6/2011	206.31		
REDDY ICE INC	P.O. BOX 730505	DALLAS	TX	75373-0505	10/5/2011	206.31		
						412.62		
REGAL PLASTIC SUPPLY CO	P.O. BOX 59977	DALLAS	TX	75229-0000	9/28/2011	1,727.00		
REGAL PLASTIC SUPPLY CO	P.O. BOX 59977	DALLAS	TX	75229-0000	10/5/2011	10,442.65		
REGAL PLASTIC SUPPLY CO	P.O. BOX 59977	DALLAS	TX	75229-0000	10/12/2011	471.00		
						12,640.65		
RELIANCE METALCENTER	P.O. BOX 18345	SAN ANTONIO	TX	78218-8345	8/24/2011	135.10		
RELIANCE METALCENTER	P.O. BOX 18345	SAN ANTONIO	TX	78218-8345	8/26/2011	1,008.00		
RELIANCE METALCENTER	P.O. BOX 18345	SAN ANTONIO	TX	78218-8345	8/31/2011	135.10		
RELIANCE METALCENTER	P.O. BOX 18345	SAN ANTONIO	TX	78218-8345	9/8/2011	135.10		
RELIANCE METALCENTER	P.O. BOX 18345	SAN ANTONIO	TX	78218-8345	9/16/2011	67.55		
RELIANCE METALCENTER	P.O. BOX 18345	SAN ANTONIO	TX	78218-8345	9/23/2011	67.55		
RELIANCE METALCENTER	P.O. BOX 18345	SAN ANTONIO	TX	78218-8345	10/11/2011	1,020.24		
RELIANCE METALCENTER	P.O. BOX 18345	SAN ANTONIO	TX	78218-8345	10/11/2011	65.00		
RELIANCE METALCENTER	P.O. BOX 18345	SAN ANTONIO	TX	78218-8345	11/3/2011	67.55		
						2,701.19	8,578.72	
RENFROW ASSOCIATES INC	DOUG RENFROW, 4055 COPPER LEAF LANE	CUMMING	GA	30040-0000	9/2/2011	15,000.00		
RENFROW ASSOCIATES INC	DOUG RENFROW, 4055 COPPER LEAF LANE	CUMMING	GA	30040-0000	10/4/2011	5,000.00		
						20,000.00	81,986.90	
RICHARD PLUCKER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	8/29/2011	530.00		
RICHARD PLUCKER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	9/6/2011	530.00		
RICHARD PLUCKER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	9/12/2011	530.00		
RICHARD PLUCKER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	9/19/2011	518.00		
RICHARD PLUCKER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/3/2011	895.89		
RICHARD PLUCKER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/3/2011	478.00		
RICHARD PLUCKER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/11/2011	454.00		
RICHARD PLUCKER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/18/2011	442.00		
RICHARD PLUCKER	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO	TX	78218-0000	10/25/2011	454.00		
						4,831.89		
RKCD ENTERPRISES LLC	DBA STAFF CONNECTION, 15729 SAN PEDRO	SAN ANTONIO	TX	78232-0000	9/7/2011	10,672.94		
RKCD ENTERPRISES LLC	DBA STAFF CONNECTION, 15729 SAN PEDRO	SAN ANTONIO	TX	78232-0000	9/9/2011	9,881.14		
RKCD ENTERPRISES LLC	DBA STAFF CONNECTION, 15729 SAN PEDRO	SAN ANTONIO	TX	78232-0000	9/16/2011	10,381.77		
RKCD ENTERPRISES LLC	DBA STAFF CONNECTION, 15729 SAN PEDRO	SAN ANTONIO	TX	78232-0000	10/11/2011	16,574.65		
RKCD ENTERPRISES LLC	DBA STAFF CONNECTION, 15729 SAN PEDRO	SAN ANTONIO	TX	78232-0000	10/27/2011	4,539.87		
RKCD ENTERPRISES LLC	DBA STAFF CONNECTION, 15729 SAN PEDRO	SAN ANTONIO	TX	78232-0000	10/27/2011	3,013.71		
						55,064.08	33,042.97	
ROBERT P. BRADFORD	P.O. BOX 671014	MARIETTA	GA	30066-0000	9/23/2011	112.55		
						112.55		
RODDIS LUMBER & VENEER CO. LP	P.O. BOX 1446	SAN ANTONIO	TX	78295-0000	8/24/2011	1,249.96		
RODDIS LUMBER & VENEER CO. LP	P.O. BOX 1446	SAN ANTONIO	TX	78295-0000	8/30/2011	1,249.96		
RODDIS LUMBER & VENEER CO. LP	P.O. BOX 1446	SAN ANTONIO	TX	78295-0000	9/8/2011	1,249.96		
RODDIS LUMBER & VENEER CO. LP	P.O. BOX 1446	SAN ANTONIO	TX	78295-0000	9/15/2011	624.98		



KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor							Payment Date	Amount Paid	Amount Still Owing
RODDIS LUMBER & VENEER CO. LP	P.O. BOX 1446	SAN ANTONIO TX	78295-0000	9/21/2011	624.98	4,999.84	79,372.42		
RO-HILL & CO INC	223 SYKES LANE	WALLINGFORD PA	19086-0000	9/7/2011	879.33				
RO-HILL & CO INC	223 SYKES LANE	WALLINGFORD PA	19086-0000	9/7/2011	879.33				
RO-HILL & CO INC	223 SYKES LANE	WALLINGFORD PA	19086-0000	9/21/2011	879.33				
RO-HILL & CO INC	223 SYKES LANE	WALLINGFORD PA	19086-0000	9/21/2011	439.66	3,077.65	112,801.23		
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	8/24/2011	839.09				
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	8/30/2011	839.09				
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	9/7/2011	928.88				
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	9/7/2011	839.09				
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	9/12/2011	20,566.20				
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	9/16/2011	419.55				
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	9/23/2011	419.55				
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	10/7/2011	15,193.08				
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	10/7/2011	15,193.08				
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	10/11/2011	16,859.55				
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	10/12/2011	16,731.42				
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	10/21/2011	11,698.25				
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	10/25/2011	11,649.86				
RUGBY IPD CORP	P.O. BOX 52708	PHOENIX AZ	85072-2708	11/1/2011	419.55	112,596.24	26,679.51		
RYDER TRANSPORTATION SERVICES	P.O. BOX 96723	CHICAGO IL	60693-0000	9/6/2011	1,316.88	1,316.88			
S S B INDUSTRIES INC	340 GAVIN CT	WEST CHICAGO IL	60185-0000	8/25/2011	228.59				
S S B INDUSTRIES INC	340 GAVIN CT	WEST CHICAGO IL	60185-0000	9/1/2011	228.59				
S S B INDUSTRIES INC	340 GAVIN CT	WEST CHICAGO IL	60185-0000	9/6/2011	2,791.25				
S S B INDUSTRIES INC	340 GAVIN CT	WEST CHICAGO IL	60185-0000	9/8/2011	228.59				
S S B INDUSTRIES INC	340 GAVIN CT	WEST CHICAGO IL	60185-0000	9/19/2011	114.30				
S S B INDUSTRIES INC	340 GAVIN CT	WEST CHICAGO IL	60185-0000	9/21/2011	9,088.75				
S S B INDUSTRIES INC	340 GAVIN CT	WEST CHICAGO IL	60185-0000	11/3/2011	4,578.75	17,258.82	14,630.02		
S&Y TRADING CORP	2200 NORTH FEDERAL HIGHWAY, SUITE 229C	BOCA RATON FL	33431-0000	9/8/2011	1,000.00				
S&Y TRADING CORP	2200 NORTH FEDERAL HIGHWAY, SUITE 229C	BOCA RATON FL	33431-0000	9/23/2011	1,000.00	2,000.00	6,000.00		
SAFETY SUPPLY INC	11827 TECHCOM STE 114	SAN ANTONIO TX	78233-0000	9/6/2011	217.47				
SAFETY SUPPLY INC	11827 TECHCOM STE 114	SAN ANTONIO TX	78233-0000	9/6/2011	686.59				
SAFETY SUPPLY INC	11827 TECHCOM STE 114	SAN ANTONIO TX	78233-0000	10/25/2011	2,575.58	3,479.64	5,449.85		
SAFEWAY SUPPLY INC.	10841 HILLPOINT DRIVE	SAN ANTONIO TX	78217-0000	10/19/2011	120.72	120.72	120.72		
SAGE PAYMENT SOLUTIONS	1501 FARM CREDIT DRIVE SUITE 1500	MCLEAN VA	22102-0000	9/2/2011	85.10				
SAGE PAYMENT SOLUTIONS	1501 FARM CREDIT DRIVE SUITE 1500	MCLEAN VA	22102-0000	10/3/2011	213.11	298.21			
SALVAGNINI AMERICA INC	27 BICENTENNIAL CT	HAMILTON OH	45015-0000	8/26/2011	487.82				
SALVAGNINI AMERICA INC	27 BICENTENNIAL CT	HAMILTON OH	45015-0000	8/30/2011	487.82				
SALVAGNINI AMERICA INC	27 BICENTENNIAL CT	HAMILTON OH	45015-0000	9/7/2011	487.82				
SALVAGNINI AMERICA INC	27 BICENTENNIAL CT	HAMILTON OH	45015-0000	9/16/2011	243.91				
SALVAGNINI AMERICA INC	27 BICENTENNIAL CT	HAMILTON OH	45015-0000	9/23/2011	243.91				
SALVAGNINI AMERICA INC	27 BICENTENNIAL CT	HAMILTON OH	45015-0000	11/1/2011	243.91				
SALVAGNINI AMERICA INC	27 BICENTENNIAL CT	HAMILTON OH	45015-0000	11/1/2011	1,279.80	3,474.99	32,875.03		
SAMUEL, SON & CO	24784 NETWORK PLACE	CHICAGO IL	60673-1247	8/24/2011	3,310.18				
SAMUEL, SON & CO	24784 NETWORK PLACE	CHICAGO IL	60673-1247	8/31/2011	3,310.18				
SAMUEL, SON & CO	24784 NETWORK PLACE	CHICAGO IL	60673-1247	9/8/2011	3,310.18				
SAMUEL, SON & CO	24784 NETWORK PLACE	CHICAGO IL	60673-1247	9/16/2011	1,655.09				
SAMUEL, SON & CO	24784 NETWORK PLACE	CHICAGO IL	60673-1247	9/23/2011	1,655.09				
SAMUEL, SON & CO	24784 NETWORK PLACE	CHICAGO IL	60673-1247	11/3/2011	1,655.09	14,895.81	143,992.69		

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS  
 3b Payments made to any creditor within  
 90-days of the petition date

Name and Address of Creditor		Payment Date	Amount Paid	Amount Still Owing
SAN ANTONIO ARMATURE WORKS INC	1015 N COLORADO	SAN ANTONIO TX 78207-0000	10/11/2011	216.25
				216.25
SAN ANTONIO BELTING & PULLEY CO.	P.O. BOX 830005	SAN ANTONIO TX 78283-0005	10/26/2011	395.03
				395.03
				1,065.32
SAN ANTONIO FOAM FABRICATORS	13715 TOPPER CI	SAN ANTONIO TX 78233-0000	10/11/2011	200.00
				200.00
				200.00
SAN ANTONIO TESTING LABORATORY	1610 S LAREDO ST	SAN ANTONIO TX 78207-0000	9/13/2011	1,055.00
				1,055.00
SAN ANTONIO WATER SYSTEM	P.O. BOX 2990	SAN ANTONIO TX 78299-2911	9/16/2011	512.81
SAN ANTONIO WATER SYSTEM	P.O. BOX 2990	SAN ANTONIO TX 78299-2911	10/4/2011	4,961.33
SAN ANTONIO WATER SYSTEM	P.O. BOX 2990	SAN ANTONIO TX 78299-2911	10/20/2011	4,750.94
				10,225.08
				1,921.00
SCM GROUP USA INC	DEPARTMENT 3318, P.O. BOX 2153	BIRMINGHAM AL 35287-3318	9/20/2011	7,517.56
				7,517.56
				4,172.83
SELECT STAFF	12700 HILLCREST RD, SUITE 218	DALLAS TX 75230-0000	10/14/2011	890.42
SELECT STAFF	12700 HILLCREST RD, SUITE 218	DALLAS TX 75230-0000	10/14/2011	1,415.35
				2,305.77
				6,165.42
SERVICE STEEL WAREHOUSE	P.O. BOX 843965	DALLAS TX 75284-3965	8/24/2011	150.00
SERVICE STEEL WAREHOUSE	P.O. BOX 843965	DALLAS TX 75284-3965	8/29/2011	150.00
SERVICE STEEL WAREHOUSE	P.O. BOX 843965	DALLAS TX 75284-3965	8/30/2011	150.00
SERVICE STEEL WAREHOUSE	P.O. BOX 843965	DALLAS TX 75284-3965	9/7/2011	150.00
SERVICE STEEL WAREHOUSE	P.O. BOX 843965	DALLAS TX 75284-3965	9/15/2011	75.00
SERVICE STEEL WAREHOUSE	P.O. BOX 843965	DALLAS TX 75284-3965	9/20/2011	22,230.00
SERVICE STEEL WAREHOUSE	P.O. BOX 843965	DALLAS TX 75284-3965	10/7/2011	75.00
SERVICE STEEL WAREHOUSE	P.O. BOX 843965	DALLAS TX 75284-3965	10/27/2011	4,218.55
SERVICE STEEL WAREHOUSE	P.O. BOX 843965	DALLAS TX 75284-3965	10/27/2011	20,670.00
				47,868.55
				9,525.00
SHELLY RICHARDS	C/O KLN STEEL PRODUCTS COMPANY, 4200 N. PAN AM EXPRESSWAY	SAN ANTONIO TX 78218-0000	9/6/2011	224.83
				224.83
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	8/24/2011	10,000.00
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	8/30/2011	10,000.00
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	8/30/2011	5,000.00
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	9/2/2011	8,175.00
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	9/7/2011	7,500.00
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	9/9/2011	6,000.00
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	9/12/2011	6,000.00
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	9/13/2011	3,500.00
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	9/19/2011	12,000.00
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	9/20/2011	33,500.00
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	9/28/2011	5,700.00
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	10/3/2011	8,000.00
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	10/11/2011	23,033.86
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	10/17/2011	5,807.82
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	10/25/2011	9,500.71
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	10/26/2011	7,034.03
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	11/1/2011	2,835.00
SHERWIN WILLIAMS	17303 GREEN MOUNTAIN ROAD, SUITE 108	SAN ANTONIO TX 48247-0000	11/4/2011	5,700.00
				169,286.42
				132,985.91
SHIRLEY KINCAID	7610 DYEWOOD	SAN ANTONIO TX 78249-0000	9/16/2011	424.93
SHIRLEY KINCAID	7610 DYEWOOD	SAN ANTONIO TX 78249-0000	10/17/2011	381.42
				816.35
				220.58
SICOMNET	2918 5TH AVENUE, STE. 210	SAN DIEGO CA 92103-0000	9/12/2011	3,537.68
				3,537.68
SIGNATURE PARTNERS LTD	P.O. BOX 200450	SAN ANTONIO TX 78220-0000	8/30/2011	395.75
SIGNATURE PARTNERS LTD	P.O. BOX 200450	SAN ANTONIO TX 78220-0000	9/7/2011	395.75
SIGNATURE PARTNERS LTD	P.O. BOX 200450	SAN ANTONIO TX 78220-0000	9/21/2011	197.88
SIGNATURE PARTNERS LTD	P.O. BOX 200450	SAN ANTONIO TX 78220-0000	9/23/2011	197.88
				1,187.26
				39,314.99

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor						Payment Date	Amount Paid	Amount Still Owing
SIMPLEXGRINNELL LP	1070 ARION CIRCLE, SUITE 102	SAN ANTONIO TX	78216-0000	9/2/2011	7,388.90	7,388.90	3,027.86	
SMARTTECH INTERNATIONAL, LP	P.O. BOX 220025	CHARLOTTE NC	28222-0000	11/1/2011	3,076.00	3,076.00	3,076.00	
SOUTHCO, INC	P.O. BOX 821316	PHILADELPHIA PA	19182-1316	10/18/2011	5,550.00	5,550.00	6,105.00	
SPECTRUM WATER COOLERS	780 5TH AVENUE, SUITE 135	KING OF PRUSSIA PA	19406-0000	9/30/2011	108.25	108.25	24.08	
SPOTWELDING CONSULTANTS INC	P.O. BOX 1121	ROWLETT TX	75030-1121	8/25/2011	323.90			
SPOTWELDING CONSULTANTS INC	P.O. BOX 1121	ROWLETT TX	75030-1121	8/31/2011	323.90			
SPOTWELDING CONSULTANTS INC	P.O. BOX 1121	ROWLETT TX	75030-1121	9/8/2011	323.90			
SPOTWELDING CONSULTANTS INC	P.O. BOX 1121	ROWLETT TX	75030-1121	9/13/2011	678.85			
SPOTWELDING CONSULTANTS INC	P.O. BOX 1121	ROWLETT TX	75030-1121	9/19/2011	167.52			
SPOTWELDING CONSULTANTS INC	P.O. BOX 1121	ROWLETT TX	75030-1121	9/29/2011	161.95			
SPOTWELDING CONSULTANTS INC	P.O. BOX 1121	ROWLETT TX	75030-1121	10/12/2011	842.00			
SPOTWELDING CONSULTANTS INC	P.O. BOX 1121	ROWLETT TX	75030-1121	10/14/2011	162.21			
SPOTWELDING CONSULTANTS INC	P.O. BOX 1121	ROWLETT TX	75030-1121	11/1/2011	161.95			
					3,146.18		20,738.93	
STAFF FORCE, INC	P.O. BOX 730605	DALLAS TX	75373-0605	8/29/2011	9,471.21			
STAFF FORCE, INC	P.O. BOX 730605	DALLAS TX	75373-0605	9/6/2011	6,302.29			
STAFF FORCE, INC	P.O. BOX 730605	DALLAS TX	75373-0605	10/3/2011	8,746.53			
STAFF FORCE, INC	P.O. BOX 730605	DALLAS TX	75373-0605	10/17/2011	5,808.27			
					30,328.30		69,779.80	
STANCO WELDER AND MACHINERY	500 E TOUHY AVE.	DES PLAINES IL	60018-0000	8/29/2011	98.94			
STANCO WELDER AND MACHINERY	500 E TOUHY AVE.	DES PLAINES IL	60018-0000	9/1/2011	98.94			
STANCO WELDER AND MACHINERY	500 E TOUHY AVE.	DES PLAINES IL	60018-0000	9/1/2011	169.25			
STANCO WELDER AND MACHINERY	500 E TOUHY AVE.	DES PLAINES IL	60018-0000	9/12/2011	98.94			
STANCO WELDER AND MACHINERY	500 E TOUHY AVE.	DES PLAINES IL	60018-0000	9/29/2011	49.47			
STANCO WELDER AND MACHINERY	500 E TOUHY AVE.	DES PLAINES IL	60018-0000	9/30/2011	49.47			
STANCO WELDER AND MACHINERY	500 E TOUHY AVE.	DES PLAINES IL	60018-0000	9/30/2011	387.85			
STANCO WELDER AND MACHINERY	500 E TOUHY AVE.	DES PLAINES IL	60018-0000	11/3/2011	421.04			
					1,373.90		7,023.66	
STANDARD REGISTER COMPANY	P.O. BOX 840655	DALLAS TX	75284-0655	8/24/2011	101.08			
STANDARD REGISTER COMPANY	P.O. BOX 840655	DALLAS TX	75284-0655	8/30/2011	101.08			
STANDARD REGISTER COMPANY	P.O. BOX 840655	DALLAS TX	75284-0655	9/7/2011	101.08			
STANDARD REGISTER COMPANY	P.O. BOX 840655	DALLAS TX	75284-0655	9/15/2011	50.54			
					353.78		6,526.41	
STAPLES BUSINESS ADVANTAGE	DEPT DAL , P.O.BOX 83689	CHICAGO IL	60696-3689	8/31/2011	261.02			
STAPLES BUSINESS ADVANTAGE	DEPT DAL , P.O.BOX 83689	CHICAGO IL	60696-3689	9/8/2011	300.66			
STAPLES BUSINESS ADVANTAGE	DEPT DAL , P.O.BOX 83689	CHICAGO IL	60696-3689	9/19/2011	257.15			
STAPLES BUSINESS ADVANTAGE	DEPT DAL , P.O.BOX 83689	CHICAGO IL	60696-3689	9/29/2011	783.45			
STAPLES BUSINESS ADVANTAGE	DEPT DAL , P.O.BOX 83689	CHICAGO IL	60696-3689	11/3/2011	258.40			
					1,860.68		3,534.78	
STEELEX	1719 GREYSTONE RIDGE	SAN ANTONIO TX	78258-0000	8/26/2011	5,000.00			
STEELEX	1719 GREYSTONE RIDGE	SAN ANTONIO TX	78258-0000	10/3/2011	5,000.00			
STEELEX	1719 GREYSTONE RIDGE	SAN ANTONIO TX	78258-0000	10/25/2011	5,000.00			
					15,000.00		7,140.20	
STEVE BIOCIC	2308 W EAGLE LAKE RD	BEECHER IL	60401-0000	9/12/2011	2,719.62			
					2,719.62		-	
STILES MACHINERY	3944 SOLUTIONS CENTER	CHICAGO IL	60677-3009	9/7/2011	95.28			
					95.28		-	
SULLAIR-BRADLEY J. FISH	8640 PANIAR	HOUSTON TX	77061-0000	10/26/2011	1,922.00			
					1,922.00		-	
SUNWELL CORPORATION	DBA REDIFUEL, P.O. BOX 6290	SAN ANTONIO TX	78209-0000	9/6/2011	435.50			
					435.50		350.95	

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS  
 3b Payments made to any creditor within  
 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
SUPERIOR COMPONENTS INC	12409 SOUTH INDUSTRIAL DRIVE	PLAINFIELD	IL	60585-0000	9/23/2011	616.82
SUPERIOR COMPONENTS INC	12409 SOUTH INDUSTRIAL DRIVE	PLAINFIELD	IL	60585-0000	10/20/2011	150.43
SUPERIOR COMPONENTS INC	12409 SOUTH INDUSTRIAL DRIVE	PLAINFIELD	IL	60585-0000	10/27/2011	626.09
SUPERIOR COMPONENTS INC	12409 SOUTH INDUSTRIAL DRIVE	PLAINFIELD	IL	60585-0000	11/3/2011	820.41
						2,213.75
SUPERIOR STEEL SUPPLY LLC	#774013, 4013 SOLUTIONS CENTER	CHICAGO	IL	60677-4000	8/24/2011	3,516.00
SUPERIOR STEEL SUPPLY LLC	#774013, 4013 SOLUTIONS CENTER	CHICAGO	IL	60677-4000	8/31/2011	3,516.00
SUPERIOR STEEL SUPPLY LLC	#774013, 4013 SOLUTIONS CENTER	CHICAGO	IL	60677-4000	9/8/2011	3,516.00
SUPERIOR STEEL SUPPLY LLC	#774013, 4013 SOLUTIONS CENTER	CHICAGO	IL	60677-4000	9/16/2011	1,758.00
SUPERIOR STEEL SUPPLY LLC	#774013, 4013 SOLUTIONS CENTER	CHICAGO	IL	60677-4000	9/23/2011	1,758.00
SUPERIOR STEEL SUPPLY LLC	#774013, 4013 SOLUTIONS CENTER	CHICAGO	IL	60677-4000	11/1/2011	1,758.00
						15,822.00
						223,265.74
SYLVIA S. ROMO	BEXAR COUNTY TAX ASSESSOR, P.O. BOX 839950	SAN ANTONIO	TX	78283-3950	10/13/2011	2,309.44
						2,309.44
						107,926.09
TAUNTON METALS OF FLORIDA, INC.	130 PINELLAS WAY N.	ST. PETERSBURG	FL	33710-0000	9/8/2011	16,766.07
						16,766.07
						43,629.70
TCF EQUIPMENT FINANCE INC	15933 CLAYTON ROAD, SUITE 200	BALLWIN	MO	63011-0000	9/19/2011	3,981.37
TCF EQUIPMENT FINANCE INC	15933 CLAYTON ROAD, SUITE 200	BALLWIN	MO	63011-0000	9/29/2011	393.79
						4,375.16
						143,790.12
TENNTEX	9304 CONVERSE BUSINESS LANE	CONVERSE	TX	78109-0000	9/6/2011	433.00
						433.00
						-
TEXAS COMMISSION ON ENVIRO QUALITY	P.O. BOX 13089	AUSTIN	TX	78711-3089	10/13/2011	200.00
						200.00
						588.50
TEXAS MEDCLINIC	13722 EMBASSY ROW	SAN ANTONIO	TX	78216-0000	9/7/2011	839.00
TEXAS MEDCLINIC	13722 EMBASSY ROW	SAN ANTONIO	TX	78216-0000	10/18/2011	1,336.00
						2,175.00
						819.00
TEXAS WIRED MUSIC INC	MUZAK SYSTEMS OF SAN ANTONIO, P.O. BOX 1098	SAN ANTONIO	TX	78294-1098	10/12/2011	32.48
						32.48
						284.68
THE ADHESIVE PRODUCTS INC.	520 CLEVELAND AVENUE	ALBANY	CA	94710-0000	8/30/2011	172.79
THE ADHESIVE PRODUCTS INC.	520 CLEVELAND AVENUE	ALBANY	CA	94710-0000	9/7/2011	172.79
THE ADHESIVE PRODUCTS INC.	520 CLEVELAND AVENUE	ALBANY	CA	94710-0000	9/15/2011	86.40
THE ADHESIVE PRODUCTS INC.	520 CLEVELAND AVENUE	ALBANY	CA	94710-0000	10/7/2011	86.40
						518.38
						3,762.84
THE WATERMARK GROUP	4271 GATE CREST	SAN ANTONIO	TX	78217-4807	9/12/2011	1,125.81
THE WATERMARK GROUP	4271 GATE CREST	SAN ANTONIO	TX	78217-4807	10/27/2011	4,528.28
						5,654.09
						1,908.46
THERMWOOD CORPORATION	P.O. BOX 436	DALE	IN	47523-0436	8/24/2011	136.34
THERMWOOD CORPORATION	P.O. BOX 436	DALE	IN	47523-0436	8/30/2011	136.34
THERMWOOD CORPORATION	P.O. BOX 436	DALE	IN	47523-0436	9/7/2011	136.34
THERMWOOD CORPORATION	P.O. BOX 436	DALE	IN	47523-0436	9/16/2011	68.17
THERMWOOD CORPORATION	P.O. BOX 436	DALE	IN	47523-0436	9/23/2011	68.17
THERMWOOD CORPORATION	P.O. BOX 436	DALE	IN	47523-0436	10/6/2011	767.28
						1,312.64
						8,657.27
THOMAS W RAFTERY INC	1055 BROAD ST	HARTFORD	CT	06106-0000	10/21/2011	17,802.50
						17,802.50
						99,455.02
TRANSFORMATIONS BY WIELAND, INC	P.O. BOX 308	HARLAND	IN	46743-0000	8/29/2011	832.88
TRANSFORMATIONS BY WIELAND, INC	P.O. BOX 308	HARLAND	IN	46743-0000	8/30/2011	832.88
TRANSFORMATIONS BY WIELAND, INC	P.O. BOX 308	HARLAND	IN	46743-0000	9/7/2011	832.88
TRANSFORMATIONS BY WIELAND, INC	P.O. BOX 308	HARLAND	IN	46743-0000	9/16/2011	416.44
TRANSFORMATIONS BY WIELAND, INC	P.O. BOX 308	HARLAND	IN	46743-0000	9/23/2011	416.44
TRANSFORMATIONS BY WIELAND, INC	P.O. BOX 308	HARLAND	IN	46743-0000	11/1/2011	416.44
						3,747.96
						21,495.10
TRIPLE-S STEEL SUPPLY CO	P.O. BOX 21119	HOUSTON	TX	77226-1119	8/26/2011	9,292.40
TRIPLE-S STEEL SUPPLY CO	P.O. BOX 21119	HOUSTON	TX	77226-1119	9/20/2011	4,560.00
TRIPLE-S STEEL SUPPLY CO	P.O. BOX 21119	HOUSTON	TX	77226-1119	10/17/2011	885.00
TRIPLE-S STEEL SUPPLY CO	P.O. BOX 21119	HOUSTON	TX	77226-1119	10/24/2011	13,359.44

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS  
 3b Payments made to any creditor within  
 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
					28,096.84	1,465.50
TRUMPF INC.	DEPT 135, P.O. BOX 150473	HARTFORD	CT 06115-0473	8/24/2011	85.12	
TRUMPF INC.	DEPT 135, P.O. BOX 150473	HARTFORD	CT 06115-0473	8/31/2011	85.12	
TRUMPF INC.	DEPT 135, P.O. BOX 150473	HARTFORD	CT 06115-0473	9/7/2011	85.12	
TRUMPF INC.	DEPT 135, P.O. BOX 150473	HARTFORD	CT 06115-0473	9/16/2011	42.56	
TRUMPF INC.	DEPT 135, P.O. BOX 150473	HARTFORD	CT 06115-0473	9/20/2011	1,997.32	
TRUMPF INC.	DEPT 135, P.O. BOX 150473	HARTFORD	CT 06115-0473	9/23/2011	42.56	
TRUMPF INC.	DEPT 135, P.O. BOX 150473	HARTFORD	CT 06115-0473	10/19/2011	546.99	
TRUMPF INC.	DEPT 135, P.O. BOX 150473	HARTFORD	CT 06115-0473	11/1/2011	42.56	
					2,927.35	3,217.03
TRUST ACCOUNT OF LIEBMANN, CONWAY,	BIN 088	MILWAUKEE	WI 53288-0088	9/7/2011	3,000.00	
TRUST ACCOUNT OF LIEBMANN, CONWAY,	BIN 088	MILWAUKEE	WI 53288-0088	10/7/2011	3,000.00	
					6,000.00	-
ULINE	ATTN: ACCOUNTS RECEIVABLE, 2200 S. LAKESIDE DRIVE	WAUKEGAN	IL 60085-0000	10/7/2011	560.58	
ULINE	ATTN: ACCOUNTS RECEIVABLE, 2200 S. LAKESIDE DRIVE	WAUKEGAN	IL 60085-0000	10/7/2011	744.85	
					1,305.43	41.67
UNITED PARCEL SERVICE	P.O. BOX 894820	LOS ANGELES	CA 90189-4820	8/25/2011	185.18	
UNITED PARCEL SERVICE	P.O. BOX 894820	LOS ANGELES	CA 90189-4820	9/1/2011	1,385.35	
UNITED PARCEL SERVICE	P.O. BOX 894820	LOS ANGELES	CA 90189-4820	9/7/2011	595.22	
UNITED PARCEL SERVICE	P.O. BOX 894820	LOS ANGELES	CA 90189-4820	9/14/2011	921.22	
UNITED PARCEL SERVICE	P.O. BOX 894820	LOS ANGELES	CA 90189-4820	9/23/2011	1,650.90	
UNITED PARCEL SERVICE	P.O. BOX 894820	LOS ANGELES	CA 90189-4820	9/28/2011	271.07	
UNITED PARCEL SERVICE	P.O. BOX 894820	LOS ANGELES	CA 90189-4820	11/3/2011	1,622.01	
UNITED PARCEL SERVICE	P.O. BOX 894820	LOS ANGELES	CA 90189-4820	11/9/2011	505.82	
					7,136.77	2,960.04
UPS	ATTN: PREPAYMENT PROCESSING, 1620 VALWOOD PARKWAY, SUITE 115	CARROLLTON	TX 75006-0000	10/5/2011	418.18	
UPS	ATTN: PREPAYMENT PROCESSING, 1620 VALWOOD PARKWAY, SUITE 115	CARROLLTON	TX 75006-0000	10/12/2011	387.74	
UPS	ATTN: PREPAYMENT PROCESSING, 1620 VALWOOD PARKWAY, SUITE 115	CARROLLTON	TX 75006-0000	10/19/2011	170.35	
UPS	ATTN: PREPAYMENT PROCESSING, 1620 VALWOOD PARKWAY, SUITE 115	CARROLLTON	TX 75006-0000	10/26/2011	141.11	
					1,117.38	11,285.89
US BANCORP BUS EQUIP FINANCE GROUP	1310 MADRID ST STE 105	MARSHALL	MN 56258-0000	9/19/2011	1,886.97	
					1,886.97	3,195.18
US BANK VENDOR SERVICES	P.O. BOX 790448	ST LOUIS	MO 63179-0448	9/20/2011	2,191.45	
US BANK VENDOR SERVICES	P.O. BOX 790448	ST LOUIS	MO 63179-0448	10/24/2011	2,191.45	
					4,382.90	-
VALERO MARKETING AND SUPPLY CO	P.O. BOX 300	AMARILLO	TX 79105-0300	10/11/2011	1,993.11	
					1,993.11	1,482.96
VAUGHN COMMUNICATIONS	17460 I-35 N #160	SCHERTZ	TX 78154-0000	9/21/2011	3,399.57	
VAUGHN COMMUNICATIONS	17460 I-35 N #160	SCHERTZ	TX 78154-0000	10/21/2011	708.90	
					4,108.47	4,934.11
VIRGINIA DEPARTMENT OF TAXATION	P.O. BOX 1114	RICHMOND	VA 23218-1114	9/23/2011	10.00	
					10.00	-
VOSS PLASTICS, INC	4235 CENTERGATE	SAN ANTONIO	TX 78217-0000	8/25/2011	133.61	
VOSS PLASTICS, INC	4235 CENTERGATE	SAN ANTONIO	TX 78217-0000	8/30/2011	133.61	
VOSS PLASTICS, INC	4235 CENTERGATE	SAN ANTONIO	TX 78217-0000	9/8/2011	133.61	
VOSS PLASTICS, INC	4235 CENTERGATE	SAN ANTONIO	TX 78217-0000	9/15/2011	66.81	
VOSS PLASTICS, INC	4235 CENTERGATE	SAN ANTONIO	TX 78217-0000	9/21/2011	8,617.92	
					9,085.56	-
WACO MANUFACTURING	2233 FERDINAND ST	CHICAGO	IL 60612-0000	9/19/2011	1,405.08	
					1,405.08	-
WASHINGTON DEPARTMENT OF REVENUE	P.O. BOX 34054	SEATTLE	WA 98124-1054	9/28/2011	72,908.13	
					72,908.13	-
WELLS FARGO FINANCIAL CAPITAL	P.O. BOX 7777	SAN FRANCISCO	CA 94120-7777	11/4/2011	4,392.48	
					4,392.48	2,196.24
WERLING ASSOCIATES, INC.	11845 IH 10 WEST, SUITE 407	SAN ANTONIO	TX 78230-0000	9/15/2011	437.09	

KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3b Payments made to any creditor within 90-days of the petition date

Name and Address of Creditor				Payment Date	Amount Paid	Amount Still Owing
					437.09	-
WESTBROOK METAL, INC	P.O. BOX 190004	SAN ANTONIO	TX 78220-0000	8/24/2011	119.06	
WESTBROOK METAL, INC	P.O. BOX 190004	SAN ANTONIO	TX 78220-0000	8/30/2011	119.06	
WESTBROOK METAL, INC	P.O. BOX 190004	SAN ANTONIO	TX 78220-0000	9/8/2011	119.06	
WESTBROOK METAL, INC	P.O. BOX 190004	SAN ANTONIO	TX 78220-0000	9/15/2011	59.53	
WESTBROOK METAL, INC	P.O. BOX 190004	SAN ANTONIO	TX 78220-0000	9/23/2011	59.53	
WESTBROOK METAL, INC	P.O. BOX 190004	SAN ANTONIO	TX 78220-0000	11/1/2011	59.53	
					535.77	7,560.29
WHITE STAR STEEL INC	P. O. BOX 116749	ATLANTA	GA 30368-6749	8/31/2011	2,525.00	
WHITE STAR STEEL INC	P. O. BOX 116749	ATLANTA	GA 30368-6749	9/8/2011	2,525.00	
WHITE STAR STEEL INC	P. O. BOX 116749	ATLANTA	GA 30368-6749	9/16/2011	1,262.50	
WHITE STAR STEEL INC	P. O. BOX 116749	ATLANTA	GA 30368-6749	10/6/2011	1,262.50	
WHITE STAR STEEL INC	P. O. BOX 116749	ATLANTA	GA 30368-6749	11/1/2011	1,262.50	
WHITE STAR STEEL INC	P. O. BOX 116749	ATLANTA	GA 30368-6749	11/1/2011	1,262.50	
					10,100.00	159,074.84
WILLIAM PETERSON ASSOCIATES	9215 E EXECUTIVE PARK DRIVE, SUITE F	SALT LAKE CITY	UT 84117-0000	8/31/2011	78.25	
WILLIAM PETERSON ASSOCIATES	9215 E EXECUTIVE PARK DRIVE, SUITE F	SALT LAKE CITY	UT 84117-0000	8/31/2011	78.25	
WILLIAM PETERSON ASSOCIATES	9215 E EXECUTIVE PARK DRIVE, SUITE F	SALT LAKE CITY	UT 84117-0000	9/12/2011	78.25	
					234.75	6,246.20
WILSONART INTERNATIONAL	SWR, P.O. BOX 730196	DALLAS	TX 75373-0196	9/15/2011	12,000.00	
WILSONART INTERNATIONAL	SWR, P.O. BOX 730196	DALLAS	TX 75373-0196	9/20/2011	2,296.32	
WILSONART INTERNATIONAL	SWR, P.O. BOX 730196	DALLAS	TX 75373-0196	10/7/2011	15,667.20	
WILSONART INTERNATIONAL	SWR, P.O. BOX 730196	DALLAS	TX 75373-0196	10/11/2011	20,529.46	
WILSONART INTERNATIONAL	SWR, P.O. BOX 730196	DALLAS	TX 75373-0196	10/20/2011	6,000.00	
WILSONART INTERNATIONAL	SWR, P.O. BOX 730196	DALLAS	TX 75373-0196	10/21/2011	1,000.00	
					57,492.98	30,263.65
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	8/24/2011	8,160.43	
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	8/30/2011	8,160.43	
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	9/7/2011	8,160.43	
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	9/19/2011	4,080.21	
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	9/19/2011	4,080.21	
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	9/30/2011	4,080.21	
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	9/30/2011	4,080.21	
WINSTON-SALEM INDUSTRIES	FOR THE BLIND INC, 7730 NORTH POINT DRIVE	WINSTON-SALEM	NC 27106-0000	11/1/2011	8,160.43	
					48,962.56	177,171.14
W-L MOLDING CO	8212 SHAVER RD	PORTAGE	MI 49024-0000	9/20/2011	1,327.50	
W-L MOLDING CO	8212 SHAVER RD	PORTAGE	MI 49024-0000	10/27/2011	1,493.70	
					2,821.20	-
WRICO STAMPING CO OF TX	A GRIFFITHS COMPANY, 2717 NIAGARA LANE N	MINNEAPOLIS	MN 55447-4844	8/24/2011	175.58	
WRICO STAMPING CO OF TX	A GRIFFITHS COMPANY, 2717 NIAGARA LANE N	MINNEAPOLIS	MN 55447-4844	8/30/2011	175.58	
WRICO STAMPING CO OF TX	A GRIFFITHS COMPANY, 2717 NIAGARA LANE N	MINNEAPOLIS	MN 55447-4844	9/7/2011	5,190.00	
WRICO STAMPING CO OF TX	A GRIFFITHS COMPANY, 2717 NIAGARA LANE N	MINNEAPOLIS	MN 55447-4844	9/7/2011	175.58	
WRICO STAMPING CO OF TX	A GRIFFITHS COMPANY, 2717 NIAGARA LANE N	MINNEAPOLIS	MN 55447-4844	9/13/2011	4,035.00	
WRICO STAMPING CO OF TX	A GRIFFITHS COMPANY, 2717 NIAGARA LANE N	MINNEAPOLIS	MN 55447-4844	9/16/2011	87.79	
WRICO STAMPING CO OF TX	A GRIFFITHS COMPANY, 2717 NIAGARA LANE N	MINNEAPOLIS	MN 55447-4844	9/23/2011	87.79	
WRICO STAMPING CO OF TX	A GRIFFITHS COMPANY, 2717 NIAGARA LANE N	MINNEAPOLIS	MN 55447-4844	11/1/2011	87.79	
					10,015.11	11,148.97
YRC	P.O. BOX 730375	DALLAS	TX 75373-0375	9/8/2011	845.27	
YRC	P.O. BOX 730375	DALLAS	TX 75373-0375	10/18/2011	299.44	
					1,408.08	-







KLN Steel Products Company, Inc.

Case No. 11-12855

ATTACHMENT TO STATEMENT OF FINANCIAL AFFAIRS

3c Payments made to or for the benefit of insiders  
 one year preceding the petition date

Name and Address of Creditor						Relationship	Payment Date	Amount Paid	Amount Still Owing
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	06/03/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	06/10/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	06/17/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	06/24/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	07/01/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	07/08/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	07/15/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	07/22/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	07/29/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	08/05/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	08/12/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	08/19/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	08/26/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	09/02/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	09/09/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	09/16/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	09/23/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	09/30/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	10/07/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	10/14/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	10/21/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	10/28/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	11/04/2011	4,564.62			
Edward Herman	c/o KLN Steel Products Company, LLC, 4200 N. Pan Am Expressway	San Antonio TX	78218-0000	President	11/10/2011	4,564.62			
							212,044.77	1,703.81	

