

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION

cc

IN RE:	)	
	)	Chapter 11
CONSOLIDATED TRANSPORT SYSTEMS,	)	Case No. 12-32940-hcd
INC., <i>et al.</i> , <sup>1</sup>	)	(Jointly Administered)
	)	
Debtors.	)	
_____	)	

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND  
ORDER UNDER 11 U.S.C. § 1129 AND FEDERAL RULE  
OF BANKRUPTCY PROCEDURE 3020 CONFIRMING THE  
DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION DATED  
JULY 5, 2013, AS IMMATERIALLY MODIFIED ON OCTOBER 28, 2013**

At South Bend, Indiana on November 8, 2013

This cause comes before the Court for the entry of an Order confirming the *Debtors' Amended Joint Plan of Reorganization Dated July 5, 2013, as Immaterially Modified on October 28, 2013* (CM/ECF Docket No. 498) (the "Plan") filed by Consolidated Transport Systems, Inc. ("CTS"), Tandem Transport Corp ("Tandem"), Transport Investment Corporation ("Investment") and Tandem Eastern, Inc. ("Eastern"), as debtors and debtors-in-possession (collectively, the "Debtors")<sup>2</sup>. On July 17, 2013, this Court approved the *Debtors' Amended Disclosure Statement With Regard to Amended Joint Plan of Reorganization Dated July 5, 2013* (CM/ECF Docket No. 417) (the "Disclosure Statement").

The Court, having considered the Disclosure Statement, the Plan, the entire record of these Chapter 11 Cases, the unopposed *Affidavit of Jeffrey T. Gross in*

<sup>1</sup> The Debtors are: Consolidated Transport Systems, Inc. (12-32940-hcd); Tandem Transport Corp (12-33135-hcd); Transport Investment Corporation (12-33136-hcd); and Tandem Eastern, Inc. (12-33137-hcd).

<sup>2</sup> All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

*Support of Confirmation of the Debtors' Amended Joint Plan of Reorganization Dated July 5, 2013 As Immaterially Modified on October 28, 2013* (CM/ECF Docket No. 499) (the "Affidavit"), the Ballot Report (CM/ECF Docket No. 479), the Motion to Confirm Plan under 11 U.S.C. § 1129(b) (CM/ECF Docket No. 481), the immaterial modifications to the Plan, the objections filed to the Plan, and all other evidence admitted and arguments of counsel made at the continued confirmation hearing on October 29, 2013 (the "Confirmation Hearing"), after due deliberation thereon, and good and sufficient cause appearing therefore, the Court hereby makes the following findings of fact, conclusions of law, and enters this Order confirming the Plan (the "Confirmation Order").

THE COURT FINDS AND CONCLUDES AS FOLLOWS:

A. Filing of the Plan. The Debtors filed the Disclosure Statement on July 5, 2013. The Plan, as immaterially modified, was filed on October 28, 2013.

B. Order(s) Approving Disclosure Statement and Scheduling Confirmation Hearing. On July 17, 2013, the Court entered an Order approving the Disclosure Statement (CM/ECF Docket No. 434) (the "Disclosure Statement Order"). On July 19, 2013, the Court entered *its Order Fixing Time For Accepting or Rejecting a Proposed Plan and Notice of Hearing on Confirmation* (CM/ECF Docket No. 437) (the "Confirmation Scheduling Order"). Pursuant to the Confirmation Scheduling Order: (1) the original Confirmation Hearing was set for October 8, 2013; (2) any objections to the Plan were due on or before September 23, 2013; (3) the Disclosure Statement Order, the Confirmation Scheduling Order, a ballot (to those entities entitled to vote on the Plan), the Plan, and the Disclosure Statement (collectively, the "Solicitation Package") needed to be mailed on or before August 2, 2013; (4) ballots for or against the Plan

must be filed by September 3, 2013; and (5) the Debtors must file a ballot report on or before September 24, 2013.

C. Transmittal of Solicitation Package. On July 31, 2013, counsel for the Debtors, in accordance with Bankruptcy Rule 3017(d), transmitted the Solicitation Package.

D. Voting Report. On September 24, 2013, the Debtors filed their Ballot Report containing any changes to the Plan since July 5, 2013, the tabulation of votes for each Impaired Class, and the actual ballots cast (CM/ECF Docket No. 479) (the "Ballot Report").

E. Jurisdiction and Venue. The Court has jurisdiction over these Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of a plan is a core proceeding under 28 U.S.C. § 157(b)(2)(L); furthermore, confirmation of a plan of reorganization is the goal of chapter 11 reorganization under the Bankruptcy Code, has long been determined by Bankruptcy Courts, and is purely a matter and creation of federal law. Accordingly, the Court has jurisdiction over, and has authority to adjudicate and enter a final order on, this matter under *Stern v. Marshall*, 131 S.Ct. 2594, 180 L.Ed.2d 475 (U.S. 2011) and *In re Ortiz*, 665 F.3d 906 (7<sup>th</sup> Cir. 2011).

F. Judicial Notice. The Court takes judicial notice of the docket of these Chapter 11 Cases maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed, all orders entered, and all evidence and arguments, made, proffered or admitted at the hearings held before the Court during the pendency of these Chapter 11 Cases.

G. Transmittal and Mailing of Materials; Notice. Due, adequate and sufficient notice of the Disclosure Statement and Plan and of the Confirmation Hearing, along with all deadlines for voting on or filing objections to the Plan, has been given to all known creditors of the Debtors as well as any party appearing or requesting notice in these Chapter 11 Cases. The Solicitation Package was transmitted and served in compliance with the Confirmation Scheduling Order and the Bankruptcy Rules, and such transmittal and service was adequate and sufficient. Adequate and sufficient notice of the Confirmation Hearing and other bar dates and hearings described in the Disclosure Statement and Confirmation Scheduling Order were given in compliance with the Bankruptcy Rules, and no other or further notice is or shall be required.

H. Solicitation. Votes accepting or rejecting the Plan were solicited in good faith and in compliance with §§ 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3017, the Disclosure Statement, the orders of this Court, the local rules of the U.S. Bankruptcy Court for the Northern District of Indiana and any applicable General Orders (collectively, the "Local Rules"), all other applicable provisions of the Bankruptcy Code, and all other rules, laws and regulations.

I. Ballots. All procedures used to distribute the Solicitation Package to the creditors of the Debtors and any parties appearing or requesting notice in these Chapter 11 Cases and to tabulate ballots were fair and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

J. Impaired Classes Voting to Accept the Plan. The Ballot Report, which certified both the method and results of the voting pursuant to the requirements of §§

1124 and 1126 of the Bankruptcy Code, indicated that impaired Classes 2, 4, 9 and 13 voted to accept the Plan but that Impaired Classes 3, 5, 7 and 11 voted to reject the Plan. Classes 6, 8, 10, 10.1, 12, 14(a) and 14(b) are Impaired, did not cast a ballot and are deemed to reject the Plan.

K. Treatment of Impaired Classes Under the Plan. The treatment of all impaired classes in the Plan are set forth in Articles III and IV of the Plan.

L. Presumed Acceptance by Unimpaired Classes Under the Plan. Claims in Classes 1, 14(c) and 14(d) are not Impaired by the Plan. Pursuant to § 1126(f) of the Bankruptcy Code, Holders of Allowed Claims and Interests in Classes 1, 14(c) and 14(d) are conclusively presumed to have accepted the Plan, and the votes the Holders of such Claims were not required to be solicited.

M. Acceptance of Plan by all Classes. Based upon the Ballot Report, not all Impaired Classes entitled to vote on the Plan voted to accept the Plan; however, four Impaired Classes did vote to accept the Plan.

N. Burden of Proof. The Debtors, proponents of the Plan, have met their burden of proving the elements of § 1129 of the Bankruptcy Code.

O. Plan's Compliance with § 1129(a)(1) of the Bankruptcy Code. The Plan complies with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules, thereby satisfying § 1129(a)(1) of the Bankruptcy Code:

1. Proper Classification (§§ 1122 and 1123(a)(1) of the Bankruptcy Code). Administrative Claims and Priority Claims (including those of Taxing Authorities) are not required to be classified; Articles III and IV of the Plan designate fourteen (14) Classes of Claims and four (4) Classes of Interests. The Claims and Interests placed in each Class are substantially similar to other Claims or Interests in each such Class. Valid business, factual and legal reasons exist for separately classifying the

various Classes of Claims and Interests created under the Plan, and such Classes do not unfairly discriminate between Holders of Claims and Interests. Thus, the Plan satisfies §§ 1122 and 1123(a)(1) of the Bankruptcy Code.

2. Specification of Treatment of Classes (§§ 1123(a)(2) and (a)(3) of the Bankruptcy Code). The Plan specifies the Classes of Claims and Interests that are impaired and unimpaired under the Plan and the treatment of impaired and unimpaired Classes and Interests in such Classes in Article IV of the Plan. Thus, the Plan satisfies §§ 1122, 1123(a)(2) and (a)(3).

3. No Impermissible Discrimination (§ 1123(a)(4) of the Bankruptcy Code). The Plan provides for the same treatment of each Claim or Interest in each respective Class unless the Holder of a particular Claim has agreed to less favorable treatment with respect to such Claim or the law allows for a different treatment. Thus, the Plan satisfies § 1123(a)(4) of the Bankruptcy Code.

4. Implementation of the Plan (§ 1123(a)(5) of the Bankruptcy Code). The Plan provides adequate and proper means for implementation of the Plan, including, without limitation: (a) the continued organizational existence of the Debtors as Reorganized Debtors; (b) the DIP Financing and Exit Financing with Marquette Transportation Finance, Inc. ("Marquette"); (c) the assumption of Executory Contracts and subsequent assignment to the Reorganized Debtors; (d) the operation of the businesses of the Reorganized Debtors; and (e) all actions and documents necessary to effectuate the foregoing. Thus, the Plan satisfies § 1123(a)(5) of the Bankruptcy Code.

5. Prohibition Against Issuance of Non-Voting Equity Securities and Provisions for Voting Power of Classes of Securities (§ 1123(a)(6) of the Bankruptcy Code). The Reorganized Debtors' articles of incorporation and by-laws do not provide for the issuance of nonvoting equity securities as required by § 1123(a)(6) of the Bankruptcy Code. Thus, the Plan satisfies § 1123(a)(6) of the Bankruptcy Code.

6. Selection of Officers, Directors, Shareholders, Managers and Members (§ 1123(a)(7) of the Bankruptcy Code). In Article X of the Plan, the Reorganized Debtors properly and adequately disclosed all individuals serving on or after the Effective Date as officers or directors of the Reorganized Debtors. The appointment or employment of such individuals or entities and the proposed compensation and indemnification arrangements for them are consistent with the interests of the Debtors'

creditors and interest holders and with public policy. Thus, § 1123(a)(7) of the Bankruptcy Code is satisfied.

7. Permitted Plan Provisions (§ 1123(b) of the Bankruptcy Code). The Plan's provisions are appropriate and consistent with the applicable provisions of the Bankruptcy Code, including, without limitation, provisions for: (a) distributions to Holders of Allowed Claims; (b) the assumption or rejection of Executory Contracts; (c) the retention of Causes of Action (excluding Bankruptcy Causes of Action) not waived and released under the Plan; (d) resolution of Disputed Claims; (e) allowance of certain Claims; (f) indemnification; (g) releases by the Debtors; and (h) releases by Holders of Claims and Interests receiving distributions under the Plan. Thus, the Plan satisfies § 1123(b) of the Bankruptcy Code.

8. Date of Plan and Disclosure of Plan Filer (Bankruptcy Rule 3016(a)). The Plan is dated July 5, 2013 with immaterial modifications made on October 28, 2013 and identifies the entity submitting and filing it. Thus, the Plan satisfies Bankruptcy Rule 3016(a).

P. Plan's Compliance with § 1129(a)(2) of the Bankruptcy Code. The Debtors are proper debtors under § 109 of the Bankruptcy Code and the Debtors are proper plan proponents under § 1121(a) of the Bankruptcy Code. The Debtors have complied with the applicable provisions of the Bankruptcy Code, including as provided or permitted by orders of the Court, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, the Confirmation Scheduling Order, the Disclosure Statement, the Solicitation Package, and the Ballot Report. The requirements of § 1129(a)(2) of the Bankruptcy Code have therefore been satisfied.

Q. Plan's Compliance with § 1129(a)(3) of the Bankruptcy Code. The Plan has been proposed in good faith in that it achieves the reorganization of the Debtors and provides the maximum value to creditors, a result consistent with the objectives and purposes of chapter 11 of the Bankruptcy Code. In making this finding, the Court has

examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases and the formulation of the Plan in accordance with Bankruptcy Rule 3020(b).

R. Plan's Compliance with § 1129(a)(4) of the Bankruptcy Code. Any payments made or to be made by the Debtors for services or for costs and expenses in connection with the Chapter 11 Cases, including all administrative expense claims under §§ 503 and 507 of the Bankruptcy Code (if any), or in connection with the Plan and incident to these Chapter 11 Cases, have been approved by, or are subject to the approval of, the Bankruptcy Court as reasonable, thereby satisfying § 1129(a)(4) of the Bankruptcy Code.

S. Plan's Compliance with § 1129(a)(5) of the Bankruptcy Code. The Debtors, as proponents of the Plan, have complied with § 1129(a)(5) of the Bankruptcy Code and have disclosed the initial officers, directors, and/or managers of the Reorganized Debtors, including those that are insiders and will continue to be employed. The requirements of § 1129(a)(5) of the Bankruptcy Code are satisfied.

T. Plan's Compliance with § 1129(a)(6) of the Bankruptcy Code. The Plan does not provide for any changes in rates over which a governmental regulatory commission has jurisdiction. The Plan therefore meets the requirements of § 1129(a)(6) of the Bankruptcy Code.

U. Plan's Compliance with § 1129(a)(7) of the Bankruptcy Code. The liquidation analysis filed as an exhibit to the Affidavit, and the evidence tendered at the Confirmation Hearing: (1) are persuasive, credible and accurate as of the dates such evidence was prepared, presented or proffered; (2) either have not been controverted by other persuasive evidence or have not been challenged; (3) are based upon

reasonable and sound assumptions; (4) provide a reasonable estimate of the liquidation values of the Debtors upon a conversion to cases under chapter 7 of the Bankruptcy Code; and (5) establish that each Holder of an Allowed Claim or Interest in an impaired Class who has not voted to accept the Plan will receive or retain under the Plan, on account of such Allowed Claim or Interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount it would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

V. Plan's Compliance with § 1129(a)(8) of the Bankruptcy Code. Not all Impaired Classes voted to accept the Plan. As such, the Plan does not satisfy § 1129(a)(8) of the Bankruptcy Code and a cram-down under § 1129(b) of the Bankruptcy Code must be utilized. The Debtors filed a *Motion to Confirm Plan under 11 U.S.C. § 1129(b)* as required by Local Rule B-3020-1.

W. Plan's Compliance with § 1129(a)(9) of the Bankruptcy Code. Holders of Allowed Administrative Claims and Allowed Claims entitled to priority other than Allowed Claims under § 507(a)(8) of the Bankruptcy Code will be paid in full over time except for the State of Michigan (as defined herein) whose Allowed Administrative Claim will be paid in full on the Effective Date. Holders of Allowed Claims entitled to priority under § 507(a)(8) of the Bankruptcy Code will be paid over a period of five years except for the State of Michigan (as defined herein) whose priority claim, if any, will be paid on or before August 16, 2017. Section 1129(a)(9) of the Bankruptcy Code is therefore satisfied.

X. Plan's Compliance with § 1129(a)(10) of the Bankruptcy Code. More than one Impaired Class has voted to accept the Plan a. Accordingly, the requirement of § 1129(a)(10) of the Bankruptcy Code has been met.

Y. Plan's Compliance with § 1129(a)(11) of the Bankruptcy Code. The financial projections attached as exhibits to the Affidavit and the evidence admitted at the Confirmation Hearing: (1) are persuasive and credible; (2) either have not been controverted by other persuasive evidence or have not been challenged; (3) are based upon reasonable and sound assumptions; (4) establish that the Plan is feasible and that confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization by the Reorganized Debtors. Upon the Effective Date, the Reorganized Debtors will have sufficient operating Cash and availability under the Exit Financing with Marquette to meet their financial obligations under the Plan, to fund ongoing business operations, and pay all anticipated Allowed Administrative Claims and Allowed Claims entitled to priority.

Z. Plan's Compliance with § 1129(a)(12) of the Bankruptcy Code. The Debtors have paid, or will pay, all fees payable under 28 U.S.C. § 1930 pursuant to Articles II and XVI of the Plan. The Plan therefore satisfies § 1129(a)(12) of the Bankruptcy Code.

AA. Inapplicability of §§ 1129(a)(13)-(16) of the Bankruptcy Code. The Debtors do not have any retirement benefit plans as defined in § 1114 of the Bankruptcy Code. The Debtors are not individuals or subject to a domestic support obligations. The Debtors are not trusts or non-monied corporations. As such, the requirements of §§ 1129(a)(13)-(16) of the Bankruptcy Code are inapplicable to this Plan.

BB. Plan's Compliance with § 1129(b) of the Bankruptcy Code. Each Holder of an Allowed Secured Claim will receive an account of such Claim deferred Cash payments over time equal to the Allowed amount on such Secured Claim and any Liens securing such claims will be retained under the Plan. Each Holder of an Allowed unsecured Claim retains a right to payment of such Claim in full, over time, with interest. As such, the Plan does not discriminate unfairly and is fair and equitable as to each Class which did not vote to accept the Plan and § 1129(b)(1) of the Bankruptcy Code is satisfied.

CC. Plan's Compliance with § 1129(d) of the Bankruptcy Code. The principal purpose of the Plan is to reorganize the Debtors' businesses and pay creditors in full over time pursuant to the priorities established by the Bankruptcy Code. As such, the Court finds that the principal purpose of the Plan is not the avoidance of taxes or the application of 15 U.S.C. § 77e.

DD. Applicability of § 1125(e) of the Bankruptcy Code. The Debtors and each of their agents, representatives, attorneys, paraprofessionals, and advisors have solicited votes on the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, the Local Rules, and the Confirmation Scheduling Order. The Debtors and their present or former officers, directors, employees, advisors, legal professionals, representatives, financial advisors, or agents and any of such parties' successors and assigns, are entitled to the protections afforded by § 1125(e) of the Bankruptcy Code.

EE. Solvency and Adequacy of Capital of Reorganized Debtor. As of the occurrence of the Effective Date and after taking into account the transactions

contemplated by the Plan: (1) the Reorganized Debtors' Cash on hand and availability under the Exit Financing with Marquette provide the Reorganized Debtors with sufficient capital to pay their probable liabilities on then existing debts as they become absolute and matured; and (2) the Reorganized Debtors' capital is not unreasonably small in relation to their businesses or any contemplated or undertaken transaction.

FF. Executory Contracts. The Debtors and Reorganized Debtors have exercised reasonable business judgment in determining whether to assume and assign or reject each of its Executory Contracts listed on Schedules 6.1 and 6.2 to the Plan pursuant to the procedures set forth in Article VI of the Plan. Each assumption and assignment, assumption and assignment as modified, or rejection of an Executory Contract pursuant to Article VI of the Plan shall be legal, valid and binding upon the Reorganized Debtors and all non-Debtor parties to such Executory Contracts, all to the same extent as if such assumption and assignment, assumption and assignment as modified, or rejection had been effectuated pursuant to an order of the Court authorizing such action pursuant to § 365 of the Bankruptcy Code entered prior to the Confirmation Date.

GG. Adequate Assurance of Future Performance. The Debtors have cured, or provided adequate assurance that either they or the Reorganized Debtors will cure, any defaults (the "Cure") under or relating to each of the Executory Contracts which are being assumed and assigned pursuant to the Plan. To the extent any dispute remains as to the Cure or adequate assurance or the assumption and assignment of such Executory Contract shall be legal and binding with the determination of any such Cure

or adequate assurance at a later date by this court, in accordance with the provisions of the Plan.

HH. Compromises, Settlements, Releases, Discharges, and Exculpations.

The compromises, releases, settlements, and discharges of claims and Causes of Action as described in Article IX of the Plan constitute good faith compromises and settlements of the matters covered thereby. Such compromises and settlements are made in exchange for valuable consideration and are in the best interests of the Holders of Claims and Interests, are fair, equitable, reasonable, and are integral elements of the resolution and restructuring of the Debtors in accordance with the Plan. Each of the discharge, release, indemnification, and exculpation provisions set forth in the Plan, including but not limited to Article IX of the Plan: (1) are within the jurisdiction of the Court under 28 U.S.C. §§ 1334; (2) are an essential means of implementing the Plan pursuant to § 1123(a)(5); (3) are an integral element of the transactions incorporated into the Plan; (4) confer material benefits on, and are in the best interests of, the Debtors, the Reorganized Debtors, the Estates, and their creditors; (5) are important to the overall objectives of the Plan to finally resolve all Claims among or against the parties-in-interest in these Chapter 11 Cases with respect to the Debtors and Reorganized Debtors, their organization, capitalization, operation and reorganization; and (6) are consistent with §§ 105, 524, 1123 and 1129 of the Bankruptcy Code as well as other applicable provisions of the Bankruptcy Code.

II. Retention of Jurisdiction. The Court properly may retain jurisdiction over the matters set forth in Article XIII of the Plan.

JJ. Preservation of Causes of Action. It is in the best interests of the Debtors, Reorganized Debtors, their Estates, and creditors that all Causes of Action not expressly waived or released under the Plan be retained by the Reorganized Debtors in order to maximize the value of the Estates as well as the value of Reorganized Debtors' businesses.

KK. Agreements and Other Documents. The Debtors have made adequate and sufficient disclosure of: (1) the ownership of the Reorganized Debtors; (2) the distributions to be made under the Plan; and (3) the other matters provided under the Plan involving the corporate structure of the Reorganized Debtors.

LL. DIP Financing and Exit Financing Provisions.

1. Marquette provided funding to Tandem both prior to and after the commencement of these Chapter 11 Cases.
2. The indebtedness of Tandem owing to Marquette is not subject to dispute, offset or reduction.
3. Upon confirmation and in consideration of the terms and conditions contained in the Plan, Marquette has agreed to continue to provide financing to Reorganization Tandem following Confirmation of the Plan pursuant to the Exit Financing.
4. This Confirmation Order shall be valid and binding upon Tandem, and the Debtors and their Estates, their creditors, and all other parties-in-interest from and after the entry of this Confirmation Order, subject only to the Liens specifically provided for in the Plan.
5. The Exit Financing is and shall be secured by a first priority Lien senior to the interests of the Debtors, Reorganized Debtors, and Holders of Claims and Interests in the following assets of Tandem and Reorganized Tandem described below (the "Marquette Collateral"):

All present and future Accounts of Tandem and Reorganized Tandem; chattel paper, instruments, general intangibles, and documents whether or not considered an Account under the terms of the Exit Financing; all assets (but excluding all titled vehicles

owned by any of the Debtors and Reorganized Debtors) including records, inventory, non-billed equipment of every kind and description, furniture and fixtures, money, investment property, letters of credit, notes, tax refunds and insurance proceeds, all as defined in the Uniform Commercial Code, and all proceeds thereof.

MM. Objections to the Plan. The following parties filed timely objections to the Plan: (1) the Michigan Department of Treasury (the "State of Michigan"); (2) Peoples' Capital and Leasing Corporation ("Peoples"); (3) Mercedes-Benz Financial Services USA, LLC ("MBFS"); (4) Navistar Financial Corporation ("Navistar"); (5) Marquette; and (6) General Electric Capital Corporation ("GECC"). These objections have been resolved by the modifications made to the Plan on October 28, 2013. Each modification only deals with the objecting creditor and in each instance the objecting creditor has consented to the modifications.

NN. Further Immaterial Modifications to the Plan. With respect to MBFS, the death, insolvency, dissolution, or cessation of business of any non-Debtor or non-Reorganized Debtor guarantor shall not or in the future constitute an event of default under the MBFS Loan Documents. With respect to Wells Fargo, Schedule 4.4 of the Plan hereby is and shall be replaced in its entirety by the final Schedule 4.4 attached hereto as **Exhibit 1**. With respect to Navistar: (1) the Debtors and Reorganized Debtors confirm and reaffirm Navistar's Class 11 deficiency claim in the amount of \$23,594.00; (2) Schedule 4.6 of the Plan is and shall be replaced in its entirety by the final Schedule 4.6 attached hereto as **Exhibit 2**; and (3) Navistar agrees that the Reorganized Debtors will pay each monthly payment of \$51,470.33 in two separate components: (a) a trailer note payment due on the 8<sup>th</sup> day of the month beginning on December 8, 2013, with such payments having a ten (10) day grace period, and (b) a tractor note payment due

on the 24<sup>th</sup> day of the month beginning on December 24, 2013, with such payments having a ten (10) day grace period, until the Class 6 Allowed Secured Claim is paid in full. Finally, with respect to GECC: (1) the Class 7 Allowed Secured Claim of GECC shall be paid as follows: (a) a claim in the amount of \$946,614.59, which will accrue interest at the rate of 8.20% per annum on and after September 26, 2013 ("GECC Claim A") and (b) a claim in the amount of \$2,332,215.33, which will accrue interest at the rate of 6.97% per annum on and after September 26, 2013 ("GECC Claim B"). Payments on GECC Claim A: (a) will be due on the 15<sup>th</sup> day of the month with a ten (10) day grace period, (b)(i) for months 1-12 will be \$13,627.93; and (ii) for months 13-60 will be \$21,467.10. Payments on GECC Claim B: (a) will be due on the 5<sup>th</sup> day of the month with a ten (10) day grace period; and (b)(i) for months 1-12 will be \$35,793.08; and (ii) for months 13-60 will be \$50,020.16. Except as expressly modified herein, the treatment of the GECC Class 7 Secured Claim shall be consistent with the treatment set forth in the Plan, and all non-monetary terms and covenants of the GECC Loan Documents as modified by the Plan are ratified and reaffirmed.

OO. Effect of Immaterial Modifications on Voting. Because of the immaterial modifications made to the Plan on October 28, 2013 and the resolution of the Peoples, MBFS, Navistar, and GECC objections, Classes 3, 5, 6 and 7 have agreed to vote to accept the Plan.

PP. Substantive Consolidation is Appropriate. The Plan and Disclosure Statement demonstrate that substantive consolidation of the Debtors for the purpose of distribution under the Plan is appropriate in this instance because it: (1) is necessary to avoid harm and (2) conveys a significant benefit by allowing the Debtors' creditors to be

paid in full over time, with interest. Thus, the Debtors have satisfied the requirements for substantive consolidation under *In re Augie/Restivo Baking Co.*, 860 F.2d 515 (2d Cir. 1988), *In re Auto-train Corp.*, 810 F.2d 270 (D.C. Cir. 1987) and *In re Eastgroup Props.*, 935 F.2d 245 (11<sup>th</sup> Cir. 1991).

ACCORDINGLY, IT IS THEREFORE CONSIDERED AND ORDERED AS FOLLOWS:

1. Confirmation. The Plan hereby is and shall be approved and confirmed under § 1129(a) of the Bankruptcy Code. The terms of the Plan and the exhibits (in their final form) are incorporated by reference into and are an integral part of the Plan and this Confirmation Order.
2. Provisions of the Plan and Confirmation Order Nonseverable and Mutually Dependent. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent.
3. Modifications Immaterial. Any amendments and modifications to the Plan made after July 5, 2013 but prior to this Confirmation Order are not material modifications and therefore the Court finds that rebalancing of creditors is not necessary. The immaterial modifications set forth in this Confirmation Order and the Plan are approved and made a part of the Plan as if set forth therein. The Plan complies with § 1125 of the Bankruptcy Code.
4. Objections. This order and the immaterial modifications to the Plan made on October 28, 2013 resolve the objections filed by the State of Michigan, Peoples,

MBFS, Navistar, Marquette and GECC. As a result, all objections to the Plan shall be deemed moot.

5. Exit Financing Provisions.

(a) Reorganized Tandem shall execute the following documents to evidence the Exit Financing, in a form and substance satisfactory to Marquette:

- (i) an Advance Plus Revolving Credit and Security Agreement;
- (ii) all such financing statements, notices, schedules, security agreements, mortgages, assignments, consents, agreements, instruments and documents necessary or required to evidence loans to consummate the terms and provisions of the Exit Financing and to perfect the Liens and security interest to be given to Marquette pursuant thereto;
- (iii) a copy of the resolutions of the Shareholders and board of directors of Reorganized Tandem authorizing the execution, delivery and performance of the Post Confirmation Loan/DIP Financing, and the other matters contemplated hereby certified by the Secretary of Reorganized Tandem together with such related corporate action as Marquette may reasonably request;
- (iv) guaranties of payment of the Exit Financing by CTS, Investment and Eastern;
- (v) guaranties of validity of accounts by Jeffrey Gross and David Bay; and
- (vi) such other agreements, instruments and documents from the Reorganized Debtors or third parties as Marquette or its counsel shall require.

(b) Marquette shall have and retain a first priority Lien and security interest in the Marquette Collateral for all obligations of each Debtor and Reorganized Debtor of any kind or nature which is owing to Marquette. Upon entry of this Confirmation Order, the security interests and Liens granted to Marquette in the Marquette Collateral shall continue for the Exit Financing and all loans made to the Debtors by Marquette prior to Confirmation shall be deemed to continue to be first, valid and perfected as against all third parties, without regard to applicable federal, state or local filing and recording statutes, *nunc pro tunc* as of the date of the Confirmation Order and without further action of any party, including Marquette. All financing statements which are listing Tandem as "debtor" and Marquette as "secured party," executed in connection with the Exit Financing shall be deemed to have been filed and the security interests and Liens evidenced thereby shall be deemed perfected *nunc pro tunc* as of the time and date of the Confirmation Order.

(c) The Debtors, Reorganized Debtors and Marquette are authorized and directed to take any and all actions contemplated to be taken by them under the Plan, including, without limitation, the execution and delivery by Reorganized Tandem of the Exit Financing documents (including all other documents referenced therein or contemplated thereby), and the payment of the commitment fees, closing fees and all other fees and expenses payable by Reorganized Tandem under the Exit Financing documents.

(d) Until the Effective Date, the Reorganized Debtors shall continue to operate their businesses in the ordinary course. Except as otherwise expressly

provided in the Plan and this Confirmation Order, all assets and property of the Debtors shall be vested in the Reorganized Debtors, free and clear of all Liens, and all such Liens hereby are extinguished except for those Liens granted by the Reorganized Debtors to Marquette pursuant to the Exit Financing documents and otherwise as specifically provided by the Plan or the Exit Financing documents.

(e) Anything to the contrary elsewhere in this Confirmation Order or the Plan notwithstanding, after the Effective Date, this Court shall have no jurisdiction to interpret, enforce, adjudicate or resolve disputes or otherwise hear or decide any matters pertaining to the Exit Financing documents, including, without limitation, concerning the enforcement provisions thereof and the enforcement of remedies thereunder, all of which shall be governed by and determined under applicable non-bankruptcy law and forums.

6. Plan Classification Controlling. The classification of Claims and Interests for purposes of the distributions to be made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the ballots tendered to or returned by the Holders of Claims against, or Interests in, the Debtors in connection with voting on the Plan: (a) were set forth on the ballots solely for the purposes of voting on the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims or Interests under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim or Interest as representing the actual classification of such Claims or Interests under the Plan for

distribution purposes; and (d) shall not be binding on the Debtors, the Estates, or the Reorganized Debtors.

7. Continued Existence; Vesting of Assets. The Debtors, as the Reorganized Debtors, shall continue to exist after the Effective Date of the Plan with all the powers of a legal entity under its respective applicable organizational law of the State of Indiana pursuant to its articles of incorporation, by-laws or other organizational documents in effect prior to the Effective Date, except to the extent such organizational documents are amended by the Plan. Except as otherwise explicitly provided in the Plan or in this Confirmation Order, on the Effective Date, all property comprising the Estates (including Causes of Action) shall revert in the Reorganized Debtors, free and clear of all Claims, Liens, charges, encumbrances, rights and interests of creditors or Interest holders except for those Claims, Liens, charges, encumbrances, rights and interests which are granted or incorporated into the Plan. As of the Effective Date, the Reorganized Debtors may operate their businesses and use, acquire, and dispose of property and settle and compromise Claims or Interests without the supervision of this Court, free of any restriction of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and this Confirmation Order.

8. Discharge, Releases, Limitations of Liability, Indemnifications, and Stays. The discharge of the Reorganized Debtors and any of their assets or properties provided in Articles IX and XV of the Plan, the releases set forth in Article IX of the Plan, and the exculpations and limitation of liability provisions set forth in Article IX of the Plan are deemed incorporated in this Confirmation Order as if set forth in full herein and are hereby approved in their entirety.

9. Injunction. Except as otherwise specifically provided in the Plan, all Entities who have held, hold or may hold Claims or Interests and any successors, assigns, or representatives of the foregoing shall be precluded and permanently enjoined on or after the Effective Date from: (a) commencing or continuing in any manner any Claim, action or other proceeding of any kind with respect to any Claim, Interest or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date; (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order with respect to any Claim, Interest or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date; (c) creating, perfecting or enforcing any encumbrance of any kind with respect to any Claim, Interest or any other right or Claim against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date; and (d) asserting any Claims that are released hereby.

10. Automatic Stay. Except as provided herein and the injunctions of §§ 524 and 1141 of the Bankruptcy Code, the stay in effect in the Chapter 11 Cases pursuant to §§ 105 and 362(a) of the Bankruptcy Code shall continue to be in effect as provided under Article XII of the Plan.

11. Matters Relating to Implementation of the Amended Plan: General Authorizations. The approvals and authorizations specifically set forth in this Confirmation Order are nonexclusive and are not intended to limit the authority of the Reorganized Debtors, or any officer, director or shareholder thereof to take any and all actions necessary or appropriate to implement, effectuate and consummate any and all

documents or transactions contemplated by the Plan and/or this Confirmation Order. In addition to the authority to execute and deliver, adopt, assign or amend, as the case may be, the contracts, leases, instruments, releases and other agreements specifically granted in this Confirmation Order, the Debtors and Reorganized Debtors are authorized and empowered, without action of their respective owners or board of directors, to take any and all such actions as any of their executive officers or directors may determine are necessary or appropriate to implement, effectuate and consummate any and all documents or transactions contemplated by the Plan and/or this Confirmation Order, including but not limited to: (a) enter into, execute and deliver, adopt, or amend, as the case may be, any of the contracts, leases, instruments, releases and other agreements or documents and plans to be entered into, executed and delivered, adopted or amended in connection with the Plan, and following the Effective Date, each of such contracts, leases, instruments, releases and other agreements shall be a legal, valid and binding obligation of the Reorganized Debtors and enforceable against the Reorganized Debtors in accordance with its terms; or (b) authorize the Debtors and the Reorganized Debtors to engage in any of the activities set forth in this paragraph or otherwise contemplated by the Plan. An officer or director of the Reorganized Debtors, or their respective designees, will be authorized to execute, deliver, file or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, this Confirmation Order and any and all documents or transactions contemplated by the Plan and/or this Confirmation Order, all without further application to or order of this

Court and whether or not such actions or documents are specifically referred to in the Plan, the Disclosure Statement, this Confirmation Order or the exhibits or appendices to any of the foregoing, and the signature of such officer or manager on a document shall be conclusive evidence of the officer's or manager's determination that such document and any related actions are necessary and appropriate to effectuate or further evidence the terms and conditions of the Plan, this Confirmation Order or other documents or transactions contemplated by the Plan or this Confirmation Order. An officer or director of the Reorganized Debtors is authorized to certify or attest to any of the foregoing actions. Pursuant to § 1142 of the Bankruptcy Code, to the extent that, under applicable non-bankruptcy law, any of the foregoing actions otherwise would require the consent or approval of the board of directors or shareholders of the Reorganized Debtors, this Confirmation Order shall constitute such consent or approval, and such actions are deemed to have been taken by unanimous action of the shareholders or directors of the Reorganized Debtors.

12. Preservation of Causes of Action. The Reorganized Debtors shall retain and may (but are not required to) enforce all Causes of Action and other similar claims arising under applicable state laws except those waived or released under the Plan. The Reorganized Debtors will determine whether to bring, settle, release, compromise, or enforce any such rights (or decline to do any of the foregoing). The Reorganized Debtors or any successors may pursue such litigation claims in accordance with the best interests of the Reorganized Debtors or any successors holding such rights of action. The Reorganized Debtors will retain the right to pursue such claims, rights of action, suits or proceedings in their sole discretion and, therefore, no preclusion

doctrine, collateral estoppel, estoppel (judicial, equitable or otherwise) or laches will apply to such claim, right of action, suit or proceeding upon or after the Confirmation Date or consummation of the Plan; *provided, however*, that notwithstanding the payment on account of an Allowed Claim, the Reorganized Debtors shall retain the right to assert and/or pursue any Causes of Action against the parties subject thereto any and all rights ancillary thereto, including the right to collect judgments thereon.

13. Exemption from Certain Taxes and Recording Fees. Pursuant to § 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of any security, or the making, delivery, filing or recording of any instrument or transfer under, or in connection with, the Plan shall not be taxed under any law imposing a recording tax, stamp tax, transfer tax or similar tax. Furthermore, and without limiting the foregoing, any transfer from the Debtors to the Reorganized Debtors or to any other Entity pursuant to the Plan, as contemplated by the Plan, or pursuant to any agreement regarding the transfer of title to or ownership of any of the Reorganized Debtors' property in the United States will not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, sales or use tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment. All filing or recording officers (or any other Entity with similar authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of § 1146(c) of the Bankruptcy Code, shall forgo the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments

or other documents without the payment of any such tax or governmental assessment, the Court shall retain specific jurisdiction with respect to these matters.

14. Assumed Executory Contracts. Except as otherwise provided in the Plan, including its exhibits, or the Confirmation Order or in any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan or in connection with the assumption and assignment or assumption and assignment as modified, each Executory Contract assumed and assigned pursuant to Article VI of the Plan shall be automatically assumed by the Debtors and assigned to the Reorganized Debtors in accordance with §§ 365 and 1123 of the Bankruptcy Code as of the Effective Date unless such Executory Contract: (a) shall have expired or terminated pursuant to its own terms; (b) shall have previously been assumed, assumed and assigned, or rejected pursuant to an order of this Court on or prior to the date of this Confirmation Order; (c) is the subject of a motion to reject pending on or before the date of the Confirmation Order or (d) is listed on Schedule 6.1 to the Plan. The counterparty to any Executory Contract assumed by the Debtors and assigned to the Reorganized Debtors who contest the cure listed on Schedule 6.2 to the Plan must file an objection to such cure within fifteen (15) business days of the Confirmation Order. The effective date of any assumption and assignment of an Executory Contract pursuant to the Plan shall be the Effective Date. Notwithstanding the foregoing or any other provision of the Plan, if the amount and the timing of payment of a proposed cure with respect to an assumed and assigned Executory Contract is not agreed on or before the Effective Date by agreement between the Reorganized Debtors and the counterparty to such Executory Contract or an order of the Court in an amount and manner that is satisfactory to the

Reorganized Debtors, then the Reorganized Debtors may reject any such Executory Contract by amending Schedule 6.1 to the Plan on or before the Effective Date. This Confirmation Order constitutes approval of such assumptions and assignments pursuant to §§ 365 and 1123 of the Bankruptcy Code. Each Executory Contract assumed pursuant to Article VI of the Plan shall vest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as modified by the provisions of the Plan and its exhibits, the Confirmation Order, any order of the Court authorizing or providing for its assumption, or applicable federal law, or by agreement between the Reorganized Debtors and the counterparty.

15. Rejected Executory Contracts. Except as otherwise provided in the Plan, including its exhibits, or the Confirmation Order or in any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan or in connection with the assumption and assignment or assumption and assignment as modified, each Executory Contract listed on Schedule 6.1 to the Plan shall be automatically rejected by the Debtors in accordance with §§ 365 and 1123 of the Bankruptcy Code as of the Effective Date or such earlier date as the Debtors have unequivocally terminated their performance under the Executory Contract.

16. Post Effective Date Professional Fees and Expenses. The provisions of Article XVI of the Plan shall govern the payment of fees and expenses of the professional persons employed by the Reorganized Debtors in connection with the implementation and consummation of the Plan.

17. Bar Date for Claims Arising from Rejection of Executory Contracts Pursuant to the Plan. Any Claim arising from the rejection of an Executory Contract

pursuant to the Plan shall be forever barred and shall not be enforceable against the Debtors or the Reorganized Debtors or such entities' properties unless a proof of claim is filed with the Court, with a copy to Jeffrey J. Graham, TAFT STETTINIUS & HOLLISTER LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204, within thirty (30) days of the date of this Confirmation Order.

18. Resolutions of Claims and Interests. Except as otherwise ordered by the Court, any Claim or Interest that is not an Allowed Claim or Allowed Interest shall be determined, resolved, or adjudicated in accordance with Article VIII of the Plan.

19. Payment of Fees. All fees payable by the Debtors under 28 U.S.C. § 1930 shall be timely paid, and the Reorganized Debtors shall be responsible for the preparing and filing of post-confirmation reports and payment of any fees payable under 28 U.S.C. § 1930 from and after the Effective Date.

20. Authorization to Consummate the Plan. The Court authorizes the Reorganized Debtors to consummate the Plan after the entry of this Confirmation Order. The Reorganized Debtors are authorized to execute, acknowledge, and delivery such deeds, assignments, conveyances, and other assurances, documents, instruments of transfer, Uniform Commercial Code financing statements, mortgages, indentures, security agreements, and other agreements and to take such other actions as may be reasonably necessary to perform the terms and provisions of the Plan, all transactions contemplated by the Plan, and all other agreements related thereto.

21. Failure to Consummate the Plan and Substantial Consummation. If substantial consummation of the Plan does not occur, then the Plan, any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain

any Claim or Interest or Class of Claims or Interests), the assumption and assignment, assumption and assignment as modified, or rejection of Executory Contracts by the Plan, and any document or agreement executed pursuant to the Plan, shall be null and void. In such event, nothing contained in the Plan or this Confirmation Order, and no acts taken in preparation for consummation of the Plan, shall: (a) constitute a waiver or release of any claims by or against (including any Claims) or Interests in the Debtors or Reorganized Debtors or any other Entity; (b) prejudice in any manner the rights of the Debtors or any Entity in any further proceedings involving the Debtors; (c) constitute an admission of any sort by the Debtors or any Entity; or (d) be deemed or construed as a finding of fact or conclusion of law with respect thereto. Upon the occurrence of the Effective Date, the Plan shall be deemed substantially consummated as that term is defined in § 1101(2) of the Bankruptcy Code.

22. Retention of Jurisdiction. Pursuant to §§ 105(a) and 1142 of the Bankruptcy Code, and notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, the Court shall retain exclusive jurisdiction as provided in the Plan over all matters arising out of, and relating to, the Chapter 11 Cases and the Plan to the fullest extent permitted by law, including, among other items and matters, jurisdiction over those items and matters set forth in Article XIII of the Plan.

23. References to Plan Provisions. The failure to include or specifically reference any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be confirmed in its entirety. The provisions of the Plan and of this Confirmation Order shall be construed in a manner consistent with each other so as to

effect the purposes of each; however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern and any such provision of this Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence.


24. Filing and Recording. This Confirmation Order: (a) is and shall be effective as a determination that, on the Effective Date, all Claims and Interests existing prior to such date have been unconditionally released, discharged and terminated, except as provided in the Plan; and (b) is and shall be binding upon and shall govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required, by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any document or instruments. Each and every federal, state and local government agency hereby is and shall be directed to accept any and all documents and instruments necessary, useful or appropriate (including Uniform Commercial Code financing statements) to effectuate, implement and consummate the transactions contemplated by the Plan and this Confirmation Order without payment of any recording tax, stamp tax, transfer tax or similar tax imposed by state or local law.

25. Notice of Confirmation Order, Occurrence of the Effective Date and Distribution Date. On or before the fifth (5<sup>th</sup>) business day following the occurrence of the Effective Date, the Reorganized Debtors shall serve notice of this Confirmation

Order and occurrence of the Effective Date pursuant to Bankruptcy Rules 2002(f)(7), 2002(k) and 3020(c) on all Holders of Claims, the United States Trustee, parties-in-interest and those entities appearing on the Service List, by causing a notice of this Confirmation Order, the occurrence of the Effective Date and the Distribution Date in substantially the form of the notice annexed hereto as **Exhibit 3**, which form of notice is hereby approved, to be delivered to such parties by first class mail, postage prepaid or electronic transmittal; provided, however, that notice need not be given or served under the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or this Confirmation Order to any Entity to whom the Debtors and/or Reorganized Debtors mailed a notice of the Confirmation Hearing, but received such notice returned marked "undeliverable as addressed," "moved-left no forwarding address," "forwarding order expired" or similar reason, unless the Debtors or Reorganized Debtors has been informed in writing by such Entity of that Entities' new address. The notice described herein is adequate under the particular circumstances of these Chapter 11 Cases, and no other or further notice is necessary.

26. Exhibits Will Operate as Controlling Documents. In the event of an inconsistency between the Plan and the exhibits (as may be modified and in their final version), the exhibits will control.

DATED: November 8, 2013

  
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 Honorable Harry C. Dees, Jr., Judge  
 United States Bankruptcy Court

## Schedule 4.4

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Loan -701 bankruptcy interest

Rate Period ..... : Monthly

Nominal Annual Rate .... : 6.650 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	08/16/2012	159,901.77	1		
2 Payment	10/29/2013	172,686.21	1		

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest	Principal	Balance
Loan 08/16/2012				159,901.77
2012 Totals	0.00	0.00	0.00	
1 10/29/2013	172,686.21	12,784.44	159,901.77	0.00
2013 Totals	172,686.21	12,784.44	159,901.77	
Grand Totals	172,686.21	12,784.44	159,901.77	

\*\*Please note attorneys fees of approximately \$16,000 to be paid in installments of \$4,000 annually until paid in full, with such installments starting in June 2014.

## Schedule 4.4

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Loan -702 bankruptcy interest

Rate Period ..... : Monthly

Nominal Annual Rate .... : 7.050 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	08/16/2012	179,803.29	1		
2 Payment	10/29/2013	195,043.59	1		

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest	Principal	Balance
Loan 08/16/2012				179,803.29
2012 Totals	0.00	0.00	0.00	
1 10/29/2013	195,043.59	15,240.30	179,803.29	0.00
2013 Totals	195,043.59	15,240.30	179,803.29	
Grand Totals	195,043.59	15,240.30	179,803.29	

**Schedule 4.4**

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Loan -703 bankruptcy interest

Rate Period ..... : Monthly

Nominal Annual Rate .... : 6.670 %

**CASH FLOW DATA**

Event	Date	Amount	Number	Period	End Date
1 Loan	08/16/2012	193,026.71	1		
2 Payment	10/29/2013	208,505.96	1		

**AMORTIZATION SCHEDULE - U.S. Rule (no compounding)**

Date	Payment	Interest	Principal	Balance
Loan 08/16/2012				193,026.71
2012 Totals	0.00	0.00	0.00	
1 10/29/2013	208,505.96	15,479.25	193,026.71	0.00
2013 Totals	208,505.96	15,479.25	193,026.71	
Grand Totals	208,505.96	15,479.25	193,026.71	

## Schedule 4.4

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Loan -704 bankruptcy interest

Rate Period ..... : Monthly

Nominal Annual Rate .... : 4.950 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	08/16/2012	150,346.92	1		
2 Payment	10/29/2013	159,294.52	1		

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Payment	Interest	Principal	Balance
Loan 08/16/2012				150,346.92
2012 Totals	0.00	0.00	0.00	
1 10/29/2013	159,294.52	8,947.60	150,346.92	0.00
2013 Totals	159,294.52	8,947.60	150,346.92	
Grand Totals	159,294.52	8,947.60	150,346.92	

## Schedule 4.4

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Loan -701 confirmation repayment note

Rate Period ..... : Monthly

Nominal Annual Rate .... : 6.650 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/30/2013	172,686.21	1		
2 Payment	12/30/2013	3,409.64	60	Monthly	11/30/2018

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest	Principal	Balance
Loan	10/30/2013				172,686.21
1	12/30/2013	3,409.64	1,913.94	1,495.70	171,190.51
2013 Totals		3,409.64	1,913.94	1,495.70	
2	01/30/2014	3,409.64	948.68	2,460.96	168,729.55
3	02/28/2014	3,409.64	935.04	2,474.60	166,254.95
4	03/30/2014	3,409.64	921.33	2,488.31	163,766.64
5	04/30/2014	3,409.64	907.54	2,502.10	161,264.54
6	05/30/2014	3,409.64	893.67	2,515.97	158,748.57
7	06/30/2014	3,409.64	879.73	2,529.91	156,218.66
8	07/30/2014	3,409.64	865.71	2,543.93	153,674.73
9	08/30/2014	3,409.64	851.61	2,558.03	151,116.70
10	09/30/2014	3,409.64	837.44	2,572.20	148,544.50
11	10/30/2014	3,409.64	823.18	2,586.46	145,958.04
12	11/30/2014	3,409.64	808.85	2,600.79	143,357.25
13	12/30/2014	3,409.64	794.44	2,615.20	140,742.05
2014 Totals		40,915.68	10,467.22	30,448.46	
14	01/30/2015	3,409.64	779.95	2,629.69	138,112.36
15	02/28/2015	3,409.64	765.37	2,644.27	135,468.09
16	03/30/2015	3,409.64	750.72	2,658.92	132,809.17
17	04/30/2015	3,409.64	735.98	2,673.66	130,135.51
18	05/30/2015	3,409.64	721.17	2,688.47	127,447.04
19	06/30/2015	3,409.64	706.27	2,703.37	124,743.67
20	07/30/2015	3,409.64	691.29	2,718.35	122,025.32
21	08/30/2015	3,409.64	676.22	2,733.42	119,291.90
22	09/30/2015	3,409.64	661.08	2,748.56	116,543.34
23	10/30/2015	3,409.64	645.84	2,763.80	113,779.54
24	11/30/2015	3,409.64	630.53	2,779.11	111,000.43
25	12/30/2015	3,409.64	615.13	2,794.51	108,205.92
2015 Totals		40,915.68	8,379.55	32,536.13	
26	01/30/2016	3,409.64	599.64	2,810.00	105,395.92
27	02/29/2016	3,409.64	584.07	2,825.57	102,570.35
28	03/30/2016	3,409.64	568.41	2,841.23	99,729.12
29	04/30/2016	3,409.64	552.67	2,856.97	96,872.15

## Schedule 4.4

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## Loan -701 confirmation repayment note

	Date	Payment	Interest	Principal	Balance
30	05/30/2016	3,409.64	536.83	2,872.81	93,999.34
31	06/30/2016	3,409.64	520.91	2,888.73	91,110.61
32	07/30/2016	3,409.64	504.90	2,904.74	88,205.87
33	08/30/2016	3,409.64	488.81	2,920.83	85,285.04
34	09/30/2016	3,409.64	472.62	2,937.02	82,348.02
35	10/30/2016	3,409.64	456.35	2,953.29	79,394.73
36	11/30/2016	3,409.64	439.98	2,969.66	76,425.07
37	12/30/2016	3,409.64	423.52	2,986.12	73,438.95
2016 Totals		40,915.68	6,148.71	34,766.97	
38	01/30/2017	3,409.64	406.97	3,002.67	70,436.28
39	02/28/2017	3,409.64	390.33	3,019.31	67,416.97
40	03/30/2017	3,409.64	373.60	3,036.04	64,380.93
41	04/30/2017	3,409.64	356.78	3,052.86	61,328.07
42	05/30/2017	3,409.64	339.86	3,069.78	58,258.29
43	06/30/2017	3,409.64	322.85	3,086.79	55,171.50
44	07/30/2017	3,409.64	305.74	3,103.90	52,067.60
45	08/30/2017	3,409.64	288.54	3,121.10	48,946.50
46	09/30/2017	3,409.64	271.25	3,138.39	45,808.11
47	10/30/2017	3,409.64	253.85	3,155.79	42,652.32
48	11/30/2017	3,409.64	236.36	3,173.28	39,479.04
49	12/30/2017	3,409.64	218.78	3,190.86	36,288.18
2017 Totals		40,915.68	3,764.91	37,150.77	
50	01/30/2018	3,409.64	201.10	3,208.54	33,079.64
51	02/28/2018	3,409.64	183.32	3,226.32	29,853.32
52	03/30/2018	3,409.64	165.44	3,244.20	26,609.12
53	04/30/2018	3,409.64	147.46	3,262.18	23,346.94
54	05/30/2018	3,409.64	129.38	3,280.26	20,066.68
55	06/30/2018	3,409.64	111.20	3,298.44	16,768.24
56	07/30/2018	3,409.64	92.92	3,316.72	13,451.52
57	08/30/2018	3,409.64	74.54	3,335.10	10,116.42
58	09/30/2018	3,409.64	56.06	3,353.58	6,762.84
59	10/30/2018	3,409.64	37.48	3,372.16	3,390.68
60	11/30/2018	3,409.64	18.96	3,390.68	0.00
2018 Totals		37,506.04	1,217.86	36,288.18	
Grand Totals		204,578.40	31,892.19	172,686.21	

**Schedule 4.4**

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Loan -701 confirmation repayment note

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Last interest amount increased by 0.17 due to rounding.

## Schedule 4.4

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Loan -702 confirmation repayment note

Rate Period ..... : Monthly

Nominal Annual Rate .... : 7.050 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/30/2013	195,043.59	1		
2 Payment	12/30/2013	3,889.28	60	Monthly	11/30/2018

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest	Principal	Balance
Loan	10/30/2013				195,043.59
1	12/30/2013	3,889.28	2,291.76	1,597.52	193,446.07
2013 Totals		3,889.28	2,291.76	1,597.52	
2	01/30/2014	3,889.28	1,136.50	2,752.78	190,693.29
3	02/28/2014	3,889.28	1,120.32	2,768.96	187,924.33
4	03/30/2014	3,889.28	1,104.06	2,785.22	185,139.11
5	04/30/2014	3,889.28	1,087.69	2,801.59	182,337.52
6	05/30/2014	3,889.28	1,071.23	2,818.05	179,519.47
7	06/30/2014	3,889.28	1,054.68	2,834.60	176,684.87
8	07/30/2014	3,889.28	1,038.02	2,851.26	173,833.61
9	08/30/2014	3,889.28	1,021.27	2,868.01	170,965.60
10	09/30/2014	3,889.28	1,004.42	2,884.86	168,080.74
11	10/30/2014	3,889.28	987.47	2,901.81	165,178.93
12	11/30/2014	3,889.28	970.43	2,918.85	162,260.08
13	12/30/2014	3,889.28	953.28	2,936.00	159,324.08
2014 Totals		46,671.36	12,549.37	34,121.99	
14	01/30/2015	3,889.28	936.03	2,953.25	156,370.83
15	02/28/2015	3,889.28	918.68	2,970.60	153,400.23
16	03/30/2015	3,889.28	901.23	2,988.05	150,412.18
17	04/30/2015	3,889.28	883.67	3,005.61	147,406.57
18	05/30/2015	3,889.28	866.01	3,023.27	144,383.30
19	06/30/2015	3,889.28	848.25	3,041.03	141,342.27
20	07/30/2015	3,889.28	830.39	3,058.89	138,283.38
21	08/30/2015	3,889.28	812.41	3,076.87	135,206.51
22	09/30/2015	3,889.28	794.34	3,094.94	132,111.57
23	10/30/2015	3,889.28	776.16	3,113.12	128,998.45
24	11/30/2015	3,889.28	757.87	3,131.41	125,867.04
25	12/30/2015	3,889.28	739.47	3,149.81	122,717.23
2015 Totals		46,671.36	10,064.51	36,606.85	
26	01/30/2016	3,889.28	720.96	3,168.32	119,548.91
27	02/29/2016	3,889.28	702.35	3,186.93	116,361.98
28	03/30/2016	3,889.28	683.63	3,205.65	113,156.33
29	04/30/2016	3,889.28	664.79	3,224.49	109,931.84

## Schedule 4.4

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## Loan -702 confirmation repayment note

	Date	Payment	Interest	Principal	Balance
	30 05/30/2016	3,889.28	645.85	3,243.43	106,688.41
	31 06/30/2016	3,889.28	626.79	3,262.49	103,425.92
	32 07/30/2016	3,889.28	607.63	3,281.65	100,144.27
	33 08/30/2016	3,889.28	588.35	3,300.93	96,843.34
	34 09/30/2016	3,889.28	568.95	3,320.33	93,523.01
	35 10/30/2016	3,889.28	549.45	3,339.83	90,183.18
	36 11/30/2016	3,889.28	529.83	3,359.45	86,823.73
	37 12/30/2016	3,889.28	510.09	3,379.19	83,444.54
2016 Totals		46,671.36	7,398.67	39,272.69	
	38 01/30/2017	3,889.28	490.24	3,399.04	80,045.50
	39 02/28/2017	3,889.28	470.27	3,419.01	76,626.49
	40 03/30/2017	3,889.28	450.18	3,439.10	73,187.39
	41 04/30/2017	3,889.28	429.98	3,459.30	69,728.09
	42 05/30/2017	3,889.28	409.65	3,479.63	66,248.46
	43 06/30/2017	3,889.28	389.21	3,500.07	62,748.39
	44 07/30/2017	3,889.28	368.65	3,520.63	59,227.76
	45 08/30/2017	3,889.28	347.96	3,541.32	55,686.44
	46 09/30/2017	3,889.28	327.16	3,562.12	52,124.32
	47 10/30/2017	3,889.28	306.23	3,583.05	48,541.27
	48 11/30/2017	3,889.28	285.18	3,604.10	44,937.17
	49 12/30/2017	3,889.28	264.01	3,625.27	41,311.90
2017 Totals		46,671.36	4,538.72	42,132.64	
	50 01/30/2018	3,889.28	242.71	3,646.57	37,665.33
	51 02/28/2018	3,889.28	221.28	3,668.00	33,997.33
	52 03/30/2018	3,889.28	199.73	3,689.55	30,307.78
	53 04/30/2018	3,889.28	178.06	3,711.22	26,596.56
	54 05/30/2018	3,889.28	156.25	3,733.03	22,863.53
	55 06/30/2018	3,889.28	134.32	3,754.96	19,108.57
	56 07/30/2018	3,889.28	112.26	3,777.02	15,331.55
	57 08/30/2018	3,889.28	90.07	3,799.21	11,532.34
	58 09/30/2018	3,889.28	67.75	3,821.53	7,710.81
	59 10/30/2018	3,889.28	45.30	3,843.98	3,866.83
	60 11/30/2018	3,889.28	22.45	3,866.83	0.00
2018 Totals		42,782.08	1,470.18	41,311.90	
Grand Totals		233,356.80	38,313.21	195,043.59	

**Schedule 4.4**

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Loan -702 confirmation repayment note

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Last interest amount decreased by 0.27 due to rounding.

## Schedule 4.4

11/05/2013 2:07:43 PM Page 1

Loan -703 confirmation repayment note

Rate Period ..... : Monthly

Nominal Annual Rate .... : 6.670 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/30/2013	208,505.96	1		
2 Payment	12/30/2013	4,118.92	60	Monthly	11/30/2018

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest	Principal	Balance
Loan	10/30/2013				208,505.96
1	12/30/2013	4,118.92	2,317.89	1,801.03	206,704.93
2013 Totals		4,118.92	2,317.89	1,801.03	
2	01/30/2014	4,118.92	1,148.93	2,969.99	203,734.94
3	02/28/2014	4,118.92	1,132.43	2,986.49	200,748.45
4	03/30/2014	4,118.92	1,115.83	3,003.09	197,745.36
5	04/30/2014	4,118.92	1,099.13	3,019.79	194,725.57
6	05/30/2014	4,118.92	1,082.35	3,036.57	191,689.00
7	06/30/2014	4,118.92	1,065.47	3,053.45	188,635.55
8	07/30/2014	4,118.92	1,048.50	3,070.42	185,565.13
9	08/30/2014	4,118.92	1,031.43	3,087.49	182,477.64
10	09/30/2014	4,118.92	1,014.27	3,104.65	179,372.99
11	10/30/2014	4,118.92	997.01	3,121.91	176,251.08
12	11/30/2014	4,118.92	979.66	3,139.26	173,111.82
13	12/30/2014	4,118.92	962.21	3,156.71	169,955.11
2014 Totals		49,427.04	12,677.22	36,749.82	
14	01/30/2015	4,118.92	944.67	3,174.25	166,780.86
15	02/28/2015	4,118.92	927.02	3,191.90	163,588.96
16	03/30/2015	4,118.92	909.28	3,209.64	160,379.32
17	04/30/2015	4,118.92	891.44	3,227.48	157,151.84
18	05/30/2015	4,118.92	873.50	3,245.42	153,906.42
19	06/30/2015	4,118.92	855.46	3,263.46	150,642.96
20	07/30/2015	4,118.92	837.32	3,281.60	147,361.36
21	08/30/2015	4,118.92	819.08	3,299.84	144,061.52
22	09/30/2015	4,118.92	800.74	3,318.18	140,743.34
23	10/30/2015	4,118.92	782.30	3,336.62	137,406.72
24	11/30/2015	4,118.92	763.75	3,355.17	134,051.55
25	12/30/2015	4,118.92	745.10	3,373.82	130,677.73
2015 Totals		49,427.04	10,149.66	39,277.38	
26	01/30/2016	4,118.92	726.35	3,392.57	127,285.16
27	02/29/2016	4,118.92	707.49	3,411.43	123,873.73
28	03/30/2016	4,118.92	688.53	3,430.39	120,443.34
29	04/30/2016	4,118.92	669.46	3,449.46	116,993.88

## Schedule 4.4

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## Loan -703 confirmation repayment note

	Date	Payment	Interest	Principal	Balance
	30 05/30/2016	4,118.92	650.29	3,468.63	113,525.25
	31 06/30/2016	4,118.92	631.01	3,487.91	110,037.34
	32 07/30/2016	4,118.92	611.62	3,507.30	106,530.04
	33 08/30/2016	4,118.92	592.13	3,526.79	103,003.25
	34 09/30/2016	4,118.92	572.53	3,546.39	99,456.86
	35 10/30/2016	4,118.92	552.81	3,566.11	95,890.75
	36 11/30/2016	4,118.92	532.99	3,585.93	92,304.82
	37 12/30/2016	4,118.92	513.06	3,605.86	88,698.96
2016 Totals		49,427.04	7,448.27	41,978.77	
	38 01/30/2017	4,118.92	493.02	3,625.90	85,073.06
	39 02/28/2017	4,118.92	472.86	3,646.06	81,427.00
	40 03/30/2017	4,118.92	452.60	3,666.32	77,760.68
	41 04/30/2017	4,118.92	432.22	3,686.70	74,073.98
	42 05/30/2017	4,118.92	411.73	3,707.19	70,366.79
	43 06/30/2017	4,118.92	391.12	3,727.80	66,638.99
	44 07/30/2017	4,118.92	370.40	3,748.52	62,890.47
	45 08/30/2017	4,118.92	349.57	3,769.35	59,121.12
	46 09/30/2017	4,118.92	328.61	3,790.31	55,330.81
	47 10/30/2017	4,118.92	307.55	3,811.37	51,519.44
	48 11/30/2017	4,118.92	286.36	3,832.56	47,686.88
	49 12/30/2017	4,118.92	265.06	3,853.86	43,833.02
2017 Totals		49,427.04	4,561.10	44,865.94	
	50 01/30/2018	4,118.92	243.64	3,875.28	39,957.74
	51 02/28/2018	4,118.92	222.10	3,896.82	36,060.92
	52 03/30/2018	4,118.92	200.44	3,918.48	32,142.44
	53 04/30/2018	4,118.92	178.66	3,940.26	28,202.18
	54 05/30/2018	4,118.92	156.76	3,962.16	24,240.02
	55 06/30/2018	4,118.92	134.73	3,984.19	20,255.83
	56 07/30/2018	4,118.92	112.59	4,006.33	16,249.50
	57 08/30/2018	4,118.92	90.32	4,028.60	12,220.90
	58 09/30/2018	4,118.92	67.93	4,050.99	8,169.91
	59 10/30/2018	4,118.92	45.41	4,073.51	4,096.40
	60 11/30/2018	4,118.92	22.52	4,096.40	0.00
2018 Totals		45,308.12	1,475.10	43,833.02	
Grand Totals		247,135.20	38,629.24	208,505.96	

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Loan -703 confirmation repayment note

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Last interest amount decreased by 0.25 due to rounding.

## Schedule 4.4

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Loan -704 confirmation repayment note

Rate Period ..... : Monthly

Nominal Annual Rate .... : 4.950 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/30/2013	159,294.52	1		
2 Payment	12/12/2013	3,007.71	60	Monthly	11/12/2018

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

	Date	Payment	Interest	Principal	Balance
Loan	10/30/2013				159,294.52
1	12/12/2013	3,007.71	937.93	2,069.78	157,224.74
2013 Totals		3,007.71	937.93	2,069.78	
2	01/12/2014	3,007.71	648.55	2,359.16	154,865.58
3	02/12/2014	3,007.71	638.82	2,368.89	152,496.69
4	03/12/2014	3,007.71	629.05	2,378.66	150,118.03
5	04/12/2014	3,007.71	619.24	2,388.47	147,729.56
6	05/12/2014	3,007.71	609.38	2,398.33	145,331.23
7	06/12/2014	3,007.71	599.49	2,408.22	142,923.01
8	07/12/2014	3,007.71	589.56	2,418.15	140,504.86
9	08/12/2014	3,007.71	579.58	2,428.13	138,076.73
10	09/12/2014	3,007.71	569.57	2,438.14	135,638.59
11	10/12/2014	3,007.71	559.51	2,448.20	133,190.39
12	11/12/2014	3,007.71	549.41	2,458.30	130,732.09
13	12/12/2014	3,007.71	539.27	2,468.44	128,263.65
2014 Totals		36,092.52	7,131.43	28,961.09	
14	01/12/2015	3,007.71	529.09	2,478.62	125,785.03
15	02/12/2015	3,007.71	518.86	2,488.85	123,296.18
16	03/12/2015	3,007.71	508.60	2,499.11	120,797.07
17	04/12/2015	3,007.71	498.29	2,509.42	118,287.65
18	05/12/2015	3,007.71	487.94	2,519.77	115,767.88
19	06/12/2015	3,007.71	477.54	2,530.17	113,237.71
20	07/12/2015	3,007.71	467.11	2,540.60	110,697.11
21	08/12/2015	3,007.71	456.63	2,551.08	108,146.03
22	09/12/2015	3,007.71	446.10	2,561.61	105,584.42
23	10/12/2015	3,007.71	435.54	2,572.17	103,012.25
24	11/12/2015	3,007.71	424.93	2,582.78	100,429.47
25	12/12/2015	3,007.71	414.27	2,593.44	97,836.03
2015 Totals		36,092.52	5,664.90	30,427.62	
26	01/12/2016	3,007.71	403.57	2,604.14	95,231.89
27	02/12/2016	3,007.71	392.83	2,614.88	92,617.01
28	03/12/2016	3,007.71	382.05	2,625.66	89,991.35
29	04/12/2016	3,007.71	371.21	2,636.50	87,354.85

## Schedule 4.4

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## Loan -704 confirmation repayment note

	Date	Payment	Interest	Principal	Balance
30	05/12/2016	3,007.71	360.34	2,647.37	84,707.48
31	06/12/2016	3,007.71	349.42	2,658.29	82,049.19
32	07/12/2016	3,007.71	338.45	2,669.26	79,379.93
33	08/12/2016	3,007.71	327.44	2,680.27	76,699.66
34	09/12/2016	3,007.71	316.39	2,691.32	74,008.34
35	10/12/2016	3,007.71	305.28	2,702.43	71,305.91
36	11/12/2016	3,007.71	294.14	2,713.57	68,592.34
37	12/12/2016	3,007.71	282.94	2,724.77	65,867.57
2016 Totals		36,092.52	4,124.06	31,968.46	
38	01/12/2017	3,007.71	271.70	2,736.01	63,131.56
39	02/12/2017	3,007.71	260.42	2,747.29	60,384.27
40	03/12/2017	3,007.71	249.09	2,758.62	57,625.65
41	04/12/2017	3,007.71	237.71	2,770.00	54,855.65
42	05/12/2017	3,007.71	226.28	2,781.43	52,074.22
43	06/12/2017	3,007.71	214.81	2,792.90	49,281.32
44	07/12/2017	3,007.71	203.29	2,804.42	46,476.90
45	08/12/2017	3,007.71	191.72	2,815.99	43,660.91
46	09/12/2017	3,007.71	180.10	2,827.61	40,833.30
47	10/12/2017	3,007.71	168.44	2,839.27	37,994.03
48	11/12/2017	3,007.71	156.73	2,850.98	35,143.05
49	12/12/2017	3,007.71	144.97	2,862.74	32,280.31
2017 Totals		36,092.52	2,505.26	33,587.26	
50	01/12/2018	3,007.71	133.16	2,874.55	29,405.76
51	02/12/2018	3,007.71	121.30	2,886.41	26,519.35
52	03/12/2018	3,007.71	109.39	2,898.32	23,621.03
53	04/12/2018	3,007.71	97.44	2,910.27	20,710.76
54	05/12/2018	3,007.71	85.43	2,922.28	17,788.48
55	06/12/2018	3,007.71	73.38	2,934.33	14,854.15
56	07/12/2018	3,007.71	61.27	2,946.44	11,907.71
57	08/12/2018	3,007.71	49.12	2,958.59	8,949.12
58	09/12/2018	3,007.71	36.92	2,970.79	5,978.33
59	10/12/2018	3,007.71	24.66	2,983.05	2,995.28
60	11/12/2018	3,007.71	12.43	2,995.28	0.00
2018 Totals		33,084.81	804.50	32,280.31	
Grand Totals		180,462.60	21,168.08	159,294.52	

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Loan -704 confirmation repayment note

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Last interest amount increased by 0.07 due to rounding.

RNFQ

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## Schedule 4.6

## FINANCE QUOTE

Customer Name	TRACTORS	Note Number	
Amount to Finance	\$1,790,079.58	Customer Rate	8.200
Payment Plan:	other (M)	Contract Date	10/29/2013
# Months Between Payments:	1	Date Finance Begins	10/29/2013
Function:	<input checked="" type="radio"/> Calculate	<input type="radio"/> Verify Input	<input type="radio"/> Verify APR
Finance Rules:	Compounding	<input checked="" type="radio"/> Actuarial	<input type="radio"/> US Rule
Amortization Schedule	Print options	<input type="radio"/> None	<input checked="" type="radio"/> Actuarial <input type="radio"/> Rule 78

## Calculation Results

Final Maturity Date: 11/24/2018	Total Amount Finance:	\$1,790,079.58
APR: 8.200	Finance Charge:	\$402,069.82
Term: 61	Total Note Amount:	\$2,192,149.40

<input type="button" value="Calculate"/>	<input type="button" value="Reset"/>	2	<input type="button" value="Set # to"/>
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## Installment Schedule

# Of Installments	First Date	Installment Amount Due	Analysis Code +	Analysis Amount / %
1	11/5/2013	\$36,845.60	B	36845.6
60	12/24/2013	\$35,921.73	A	0

## AMORTIZATION SCHEDULE

Customer Name:		TRACTORS		Note Number:		
Date of Note:		10/29/2013		Date Finance Begins:		
Amount to Finance:		\$1,790,079.58		APR:		
Pmt Plan:		other		Term:		
				61		
Pmt #	Pmt Date	Principal Payment	Period Finance	Payment Amount	Finance Remaining	Principal Remaining
TOTAL					\$402,069.82	\$1,790,079.58
1	11/05/13	\$34,399.17	\$2,446.43	\$36,845.60	\$399,623.39	\$1,755,680.41
2	12/05/13	\$0.00	\$0.00	\$0.00	\$387,626.24	\$1,767,677.56
3	12/24/13	\$28,282.06	\$7,639.67	\$35,921.73	\$379,986.57	\$1,739,395.50
4	01/24/14	\$24,035.87	\$11,885.86	\$35,921.73	\$368,100.71	\$1,715,359.63
5	02/24/14	\$24,200.10	\$11,721.63	\$35,921.73	\$356,379.08	\$1,691,159.53
6	03/24/14	\$24,365.46	\$11,556.27	\$35,921.73	\$344,822.81	\$1,666,794.07
7	04/24/14	\$24,531.97	\$11,389.76	\$35,921.73	\$333,433.05	\$1,642,262.10
8	05/24/14	\$24,699.62	\$11,222.11	\$35,921.73	\$322,210.94	\$1,617,562.48
9	06/24/14	\$24,868.38	\$11,053.35	\$35,921.73	\$311,157.59	\$1,592,694.10
10	07/24/14	\$25,038.33	\$10,883.40	\$35,921.73	\$300,274.19	\$1,567,655.77
11	08/24/14	\$25,209.41	\$10,712.32	\$35,921.73	\$289,561.87	\$1,542,446.36
12	09/24/14	\$25,381.69	\$10,540.04	\$35,921.73	\$279,021.83	\$1,517,064.67
13	10/24/14	\$25,555.11	\$10,366.62	\$35,921.73	\$268,655.21	\$1,491,509.56
14	11/24/14	\$25,729.74	\$10,191.99	\$35,921.73	\$258,463.22	\$1,465,779.82
15	12/24/14	\$25,905.58	\$10,016.15	\$35,921.73	\$248,447.07	\$1,439,874.24
16	01/24/15	\$26,082.59	\$9,839.14	\$35,921.73	\$238,607.93	\$1,413,791.65
17	02/24/15	\$26,260.81	\$9,660.92	\$35,921.73	\$228,947.01	\$1,387,530.84
18	03/24/15	\$26,440.27	\$9,481.46	\$35,921.73	\$219,465.55	\$1,361,090.57
19	04/24/15	\$26,620.94	\$9,300.79	\$35,921.73	\$210,164.76	\$1,334,469.63
20	05/24/15	\$26,802.86	\$9,118.87	\$35,921.73	\$201,045.89	\$1,307,666.77
21	06/24/15	\$26,986.01	\$8,935.72	\$35,921.73	\$192,110.17	\$1,280,680.76
22	07/24/15	\$27,170.42	\$8,751.31	\$35,921.73	\$183,358.86	\$1,253,510.34
23	08/24/15	\$27,356.07	\$8,565.66	\$35,921.73	\$174,793.20	\$1,226,154.27
24	09/24/15	\$27,543.01	\$8,378.72	\$35,921.73	\$166,414.48	\$1,198,611.26
25	10/24/15	\$27,731.22	\$8,190.51	\$35,921.73	\$158,223.97	\$1,170,880.04
26	11/24/15	\$27,920.71	\$8,001.02	\$35,921.73	\$150,222.95	\$1,142,959.33
27	12/24/15	\$28,111.51	\$7,810.22	\$35,921.73	\$142,412.73	\$1,114,847.82
28	01/24/16	\$28,303.60	\$7,618.13	\$35,921.73	\$134,794.60	\$1,086,544.22
29	02/24/16	\$28,497.02	\$7,424.71	\$35,921.73	\$127,369.89	\$1,058,047.20
30	03/24/16	\$28,691.73	\$7,230.00	\$35,921.73	\$120,139.89	\$1,029,355.47
31	04/24/16	\$28,887.81	\$7,033.92	\$35,921.73	\$113,105.97	\$1,000,467.66
32	05/24/16	\$29,085.20	\$6,836.53	\$35,921.73	\$106,269.44	\$971,382.46
33	06/24/16	\$29,283.94	\$6,637.79	\$35,921.73	\$99,631.65	\$942,098.52
34	07/24/16	\$29,484.07	\$6,437.66	\$35,921.73	\$93,193.99	\$912,614.45
35	08/24/16	\$29,685.53	\$6,236.20	\$35,921.73	\$86,957.79	\$882,928.92
36	09/24/16	\$29,888.37	\$6,033.36	\$35,921.73	\$80,924.43	\$853,040.55
37	10/24/16	\$30,092.63	\$5,829.10	\$35,921.73	\$75,095.33	\$822,947.92
38	11/24/16	\$30,298.25	\$5,623.48	\$35,921.73	\$69,471.85	\$792,649.67
39	12/24/16	\$30,505.29	\$5,416.44	\$35,921.73	\$64,055.41	\$762,144.38
40	01/24/17	\$30,713.74	\$5,207.99	\$35,921.73	\$58,847.42	\$731,430.64
41	02/24/17	\$30,923.63	\$4,998.10	\$35,921.73	\$53,849.32	\$700,507.01
42	03/24/17	\$31,134.93	\$4,786.80	\$35,921.73	\$49,062.52	\$669,372.08
43	04/24/17	\$31,347.68	\$4,574.05	\$35,921.73	\$44,488.47	\$638,024.40
44	05/24/17	\$31,561.90	\$4,359.83	\$35,921.73	\$40,128.64	\$606,462.50
45	06/24/17	\$31,777.57	\$4,144.16	\$35,921.73	\$35,984.48	\$574,684.93
46	07/24/17	\$31,994.71	\$3,927.02	\$35,921.73	\$32,057.46	\$542,690.22
47	08/24/17	\$32,213.35	\$3,708.38	\$35,921.73	\$28,349.08	\$510,476.87
48	09/24/17	\$32,433.47	\$3,488.26	\$35,921.73	\$24,860.82	\$478,043.40
49	10/24/17	\$32,655.10	\$3,266.63	\$35,921.73	\$21,594.19	\$445,388.30
50	11/24/17	\$32,878.25	\$3,043.48	\$35,921.73	\$18,550.71	\$412,510.05
51	12/24/17	\$33,102.91	\$2,818.82	\$35,921.73	\$15,731.89	\$379,407.14
52	01/24/18	\$33,329.11	\$2,592.62	\$35,921.73	\$13,139.27	\$346,078.03
53	02/24/18	\$33,556.87	\$2,364.86	\$35,921.73	\$10,774.41	\$312,521.16
54	03/24/18	\$33,786.17	\$2,135.56	\$35,921.73	\$8,638.85	\$278,734.99
55	04/24/18	\$34,017.04	\$1,904.69	\$35,921.73	\$6,734.16	\$244,717.95
56	05/24/18	\$34,249.49	\$1,672.24	\$35,921.73	\$5,061.92	\$210,468.46
57	06/24/18	\$34,483.53	\$1,438.20	\$35,921.73	\$3,623.72	\$175,984.93
58	07/24/18	\$34,719.16	\$1,202.57	\$35,921.73	\$2,421.15	\$141,265.77
59	08/24/18	\$34,956.42	\$965.31	\$35,921.73	\$1,455.84	\$106,309.35
60	09/24/18	\$35,195.28	\$726.45	\$35,921.73	\$729.39	\$71,114.07
61	10/24/18	\$35,435.78	\$485.95	\$35,921.73	\$243.44	\$35,678.29
62	11/24/18	\$35,678.29	\$243.44	\$35,921.73	\$0.00	\$0.00
TOTAL		\$1,790,079.58		\$2,192,149.40		

RNFQ

Page 1 of 1

**FINANCE QUOTE**

Customer Name	Trailers	Note Number	
Amount to Finance	\$715,747.79	Customer Rate:	9.450
Payment Plan:	other (M)	Contract Date	10/29/2013
# Months Between Payments:	1	Date Finance Begins:	10/29/2013
Function:	<input checked="" type="radio"/> Calculate	<input type="radio"/> Verify Input	<input type="radio"/> Verify APR
Finance Rules:	Compounding	<input checked="" type="radio"/> Actuarial	<input type="radio"/> US Rule
Amortization Schedule	Print options	<input type="radio"/> None	<input checked="" type="radio"/> Actuarial <input type="radio"/> Rule 78

**Calculation Results**

Final Maturity Date:	11/8/2018	Total Amount Finance:	\$715,747.79
APR:	9.450	Finance Charge:	\$183,240.01
Term:	60	Total Note Amount:	\$898,987.80

<input type="button" value="Calculate"/>	<input type="button" value="Reset"/>	2	<input type="button" value="Set # to"/>
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**Installment Schedule**

# Of Installments	First Date	Installment Amount Due	Analysis Code +	Analysis Amount / %
1	11/5/2013	\$14,732.40	B	14732.4
60	12/8/2013	\$14,737.59	A	0

## AMORTIZATION SCHEDULE

Customer Name:		Trailers		Note Number:		
Date of Note:		10/29/2013		Date Finance Begins:		
Amount to Finance:		\$715,747.79		APR:		
Pmt Plan:		other		Term:		
				60		
<u>Pmt #</u>	<u>Pmt Date</u>	<u>Principal Payment</u>	<u>Period Finance</u>	<u>Payment Amount</u>	<u>Finance Remaining</u>	<u>Principal Remaining</u>
TOTAL					\$183,240.01	\$715,747.79
1	11/05/13	\$13,605.10	\$1,127.30	\$14,732.40	\$182,112.71	\$702,142.69
2	12/05/13	\$0.00	\$0.00	\$0.00	\$176,583.34	\$707,672.06
3	12/08/13	\$14,737.59	\$0.00	\$14,737.59	\$176,583.34	\$692,934.47
4	01/08/14	\$8,872.28	\$5,865.31	\$14,737.59	\$170,718.03	\$684,062.19
5	02/08/14	\$9,350.60	\$5,386.99	\$14,737.59	\$165,331.04	\$674,711.59
6	03/08/14	\$9,424.23	\$5,313.36	\$14,737.59	\$160,017.68	\$665,287.36
7	04/08/14	\$9,498.45	\$5,239.14	\$14,737.59	\$154,778.54	\$655,788.91
8	05/08/14	\$9,573.26	\$5,164.33	\$14,737.59	\$149,614.21	\$646,215.65
9	06/08/14	\$9,648.64	\$5,088.95	\$14,737.59	\$144,525.26	\$636,567.01
10	07/08/14	\$9,724.62	\$5,012.97	\$14,737.59	\$139,512.29	\$626,842.39
11	08/08/14	\$9,801.21	\$4,936.38	\$14,737.59	\$134,575.91	\$617,041.18
12	09/08/14	\$9,878.39	\$4,859.20	\$14,737.59	\$129,716.71	\$607,162.79
13	10/08/14	\$9,956.18	\$4,781.41	\$14,737.59	\$124,935.30	\$597,206.61
14	11/08/14	\$10,034.59	\$4,703.00	\$14,737.59	\$120,232.30	\$587,172.02
15	12/08/14	\$10,113.61	\$4,623.98	\$14,737.59	\$115,608.32	\$577,058.41
16	01/08/15	\$10,193.25	\$4,544.34	\$14,737.59	\$111,063.98	\$566,865.16
17	02/08/15	\$10,273.53	\$4,464.06	\$14,737.59	\$106,599.92	\$556,591.63
18	03/08/15	\$10,354.43	\$4,383.16	\$14,737.59	\$102,216.76	\$546,237.20
19	04/08/15	\$10,435.98	\$4,301.61	\$14,737.59	\$97,915.15	\$535,801.22
20	05/08/15	\$10,518.15	\$4,219.44	\$14,737.59	\$93,695.71	\$525,283.07
21	06/08/15	\$10,600.98	\$4,136.61	\$14,737.59	\$89,559.10	\$514,682.09
22	07/08/15	\$10,684.47	\$4,053.12	\$14,737.59	\$85,505.98	\$503,997.62
23	08/08/15	\$10,768.61	\$3,968.98	\$14,737.59	\$81,537.00	\$493,229.01
24	09/08/15	\$10,853.41	\$3,884.18	\$14,737.59	\$77,652.82	\$482,375.60
25	10/08/15	\$10,938.89	\$3,798.70	\$14,737.59	\$73,854.12	\$471,436.71
26	11/08/15	\$11,025.02	\$3,712.57	\$14,737.59	\$70,141.55	\$460,411.69
27	12/08/15	\$11,111.85	\$3,625.74	\$14,737.59	\$66,515.81	\$449,299.84
28	01/08/16	\$11,199.36	\$3,538.23	\$14,737.59	\$62,977.58	\$438,100.48
29	02/08/16	\$11,287.54	\$3,450.05	\$14,737.59	\$59,527.53	\$426,812.94
30	03/08/16	\$11,376.44	\$3,361.15	\$14,737.59	\$56,166.38	\$415,436.50
31	04/08/16	\$11,466.03	\$3,271.56	\$14,737.59	\$52,894.82	\$403,970.47
32	05/08/16	\$11,556.32	\$3,181.27	\$14,737.59	\$49,713.55	\$392,414.15
33	06/08/16	\$11,647.33	\$3,090.26	\$14,737.59	\$46,623.29	\$380,766.82
34	07/08/16	\$11,739.05	\$2,998.54	\$14,737.59	\$43,624.75	\$369,027.77
35	08/08/16	\$11,831.50	\$2,906.09	\$14,737.59	\$40,718.66	\$357,196.27
36	09/08/16	\$11,924.67	\$2,812.92	\$14,737.59	\$37,905.74	\$345,271.60
37	10/08/16	\$12,018.57	\$2,719.02	\$14,737.59	\$35,186.72	\$333,253.03
38	11/08/16	\$12,113.23	\$2,624.36	\$14,737.59	\$32,562.36	\$321,139.80
39	12/08/16	\$12,208.61	\$2,528.98	\$14,737.59	\$30,033.38	\$308,931.19
40	01/08/17	\$12,304.76	\$2,432.83	\$14,737.59	\$27,600.55	\$296,626.43
41	02/08/17	\$12,401.65	\$2,335.94	\$14,737.59	\$25,264.61	\$284,224.78
42	03/08/17	\$12,499.32	\$2,238.27	\$14,737.59	\$23,026.34	\$271,725.46
43	04/08/17	\$12,597.76	\$2,139.83	\$14,737.59	\$20,886.51	\$259,127.70
44	05/08/17	\$12,696.95	\$2,040.64	\$14,737.59	\$18,845.87	\$246,430.75
45	06/08/17	\$12,796.95	\$1,940.64	\$14,737.59	\$16,905.23	\$233,633.80
46	07/08/17	\$12,897.73	\$1,839.86	\$14,737.59	\$15,065.37	\$220,736.07
47	08/08/17	\$12,999.29	\$1,738.30	\$14,737.59	\$13,327.07	\$207,736.78
48	09/08/17	\$13,101.66	\$1,635.93	\$14,737.59	\$11,691.14	\$194,635.12
49	10/08/17	\$13,204.84	\$1,532.75	\$14,737.59	\$10,158.39	\$181,430.28
50	11/08/17	\$13,308.83	\$1,428.76	\$14,737.59	\$8,729.63	\$168,121.45
51	12/08/17	\$13,413.63	\$1,323.96	\$14,737.59	\$7,405.67	\$154,707.82
52	01/08/18	\$13,519.27	\$1,218.32	\$14,737.59	\$6,187.35	\$141,188.55
53	02/08/18	\$13,625.73	\$1,111.86	\$14,737.59	\$5,075.49	\$127,562.82
54	03/08/18	\$13,733.03	\$1,004.56	\$14,737.59	\$4,070.93	\$113,829.79
55	04/08/18	\$13,841.18	\$896.41	\$14,737.59	\$3,174.52	\$99,988.61
56	05/08/18	\$13,950.18	\$787.41	\$14,737.59	\$2,387.11	\$86,038.43
57	06/08/18	\$14,060.04	\$677.55	\$14,737.59	\$1,709.56	\$71,978.39
58	07/08/18	\$14,170.76	\$566.83	\$14,737.59	\$1,142.73	\$57,807.63
59	08/08/18	\$14,282.35	\$455.24	\$14,737.59	\$687.49	\$43,525.28
60	09/08/18	\$14,394.83	\$342.76	\$14,737.59	\$344.73	\$29,130.45
61	10/08/18	\$14,508.19	\$229.40	\$14,737.59	\$115.33	\$14,622.26
62	11/08/18	\$14,622.26	\$115.33	\$14,737.59	\$0.00	\$0.00
TOTAL		\$715,747.79		\$898,987.80		

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION

IN RE:	)	
	)	Chapter 11
CONSOLIDATED TRANSPORT SYSTEMS,	)	Case No. 12-32940-hcd
INC., <i>et al.</i> , <sup>1</sup>	)	(Jointly Administered)
	)	
Debtors.	)	
_____	)	

**NOTICE OF: (A) ENTRY OF ORDER CONFIRMING  
DEBTORS' AMENDED JOINT PLAN OF REORGANIZATION DATED  
JULY 5, 2013 AS IMMATERIALLY MODIFIED ON OCTOBER 28, 2013;  
(B) OCCURRENCE OF EFFECTIVE DATE; AND (C) DISTRIBUTION DATE**

TO: All creditors, interest holders, parties-in-interest and those appearing on the service list

YOU ARE HEREBY NOTIFIED that on \_\_\_\_\_, 2013 the United States Bankruptcy Court for the Northern District of Indiana, South Bend Division (the "Bankruptcy Court") entered an order (the "Confirmation Order") confirming the *Debtors' Amended Joint Plan of Reorganization Dated July 5, 2013 as Immaterially Modified on October 27, 2013* (the "Plan") in the jointly administered cases of Consolidated Transport Systems Inc., Tandem Transport Corp, Transport Investment Corporation and Tandem Eastern, Inc. (collectively, the "Debtors"). You may obtain a copy of the Plan and Confirmation Order from the Court's website at [www.innb.uscourts.gov](http://www.innb.uscourts.gov) utilizing the PACER system (login and password are required) or by contacting counsel for the Debtors, Jeffrey J. Graham, TAFT STETTINIUS & HOLLISTER LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204, via email at [jgraham@taftlaw.com](mailto:jgraham@taftlaw.com) or telephone at (317) 713-3500.

YOU ARE HEREBY FURTHER NOTIFIED that the Effective Date under the Plan and the Confirmation Order is November \_\_\_\_, 2013.

YOU ARE HEREBY FURTHER NOTIFIED that the Distribution Date under the Plan and Confirmation Order is January \_\_\_\_, 2013.

YOU ARE HEREBY FURTHER NOTIFIED that any claims for damages arising from the rejection of an Executory Contract pursuant to the Plan must be filed, in writing,

<sup>1</sup> The Debtors are: Consolidated Transport Systems, Inc. (12-32940-hcd); Tandem Transport Corp (12-33135-hcd); Transport Investment Corporation (12-33136-hcd); and Tandem Eastern, Inc. (12-33137-hcd).

on or before \_\_\_\_\_ 2013 with the Clerk of the Bankruptcy Court either electronically via CM/ECF at [www.innb.uscourts.gov](http://www.innb.uscourts.gov) or via U.S. Mail to the Clerk's Office, Robert K. Rodibaugh U.S. Bankruptcy Courthouse, 401 South Michigan Street, South Bend, Indiana 46601-2304, with a copy to Debtors' counsel the address provided earlier.

YOU ARE HEREBY FURTHER NOTIFIED that any claims for services provided by the Debtors after the petition dates but prior to the Effective Date must be filed, in writing, on or before January \_\_\_\_, 2013 with the Clerk of the Bankruptcy Court either electronically via CM/ECF at [www.innb.uscourts.gov](http://www.innb.uscourts.gov) or via U.S. Mail to the Clerk's Office, Robert K. Rodibaugh U.S. Bankruptcy Courthouse, 401 South Michigan Street, South Bend, Indiana 46601-2304, with a copy to Debtors' counsel the address provided earlier.

YOU ARE HEREBY FURTHER NOTIFIED that the Debtors and Reorganized Debtors must file any objections to claims or interests on or before December 31, 2013.

Dated: \_\_\_\_\_

CONSOLIDATED TRANSPORT  
SYSTEMS, INC., *et al.*,  
as debtors and debtors-in-possession,

By: \_\_\_\_\_  
Jeffrey J. Graham, one of their counsel

Jerald I. Ancel  
Jeffrey J. Graham  
TAFT STETTINIUS & HOLLISTER LLP  
One Indiana Square, Suite 3500  
Indianapolis, IN 46204  
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[jgraham@taftlaw.com](mailto:jgraham@taftlaw.com)

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