

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

IN RE:)	
)	Case No. 16-21735-TBM
BOWER CONTRACTING, INC.)	
)	Chapter 11
Debtor.)	
)	
Address: 3375 WM 800 B)	
Mosca, CO 81146)	
)	
Employer's Tax Identification No.:)	
33-1019741)	
)	
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IN RE:)	
)	Case No. 16-21737-TBM
DAVID RAY BOWER,)	
)	Chapter 11
Debtor.)	
)	
Address: 3375 WM 800 B)	
Mosca, CO 81146)	
)	
Last four digits of SS#: 0360)	

AMENDED JOINT PLAN OF REORGANIZATION

DATED SEPTEMBER 28, 2017

Bower Contracting, Inc. ("BCI" or "Company") and David Ray Bower ("Bower")(collectively the "Debtors") Debtors and Debtors-in-Possession hereby propose the following Joint Plan of Reorganization pursuant to Chapter 11, Title 11 of the United States Code.

ARTICLE I

INTRODUCTION

The Company is a Colorado corporation engaged in business as a ditching and trenching company that lays fiber for telecommunication companies. The Company's main offices are located at 3375 WM 800B, Mosca, Colorado, which is owned by Bower and his non-debtor spouse and also used as their primary residence. Bower is an individual who owns 100% of the Company. Bower is the President of the Company and manages its day to day affairs.

The two Debtors' cases are jointly administered, but are not substantively consolidated. They are two separate cases in Chapter 11 of the Bankruptcy Code. This Plan is a joint Plan and must be separately approved in both cases. It is combined as a joint Plan due to the similarity of creditors and the impact that treatment of creditors in one case will have on creditors in the other case.

This Plan provides for the reorganization of the Debtors under Chapter 11 of the Bankruptcy Code. Pursuant to the Plan, the Debtors shall restructure their debts and obligations and continue to operate BCI in the ordinary course of business. A more complete history of the Debtors, their operations, an explanation of this Plan, and a description of the Debtors' financial condition and future business activity is contained in the Disclosure Statement which accompanies this Plan. Reference should be made to the Disclosure Statement by all creditors and parties who intend to cast a ballot for or against this Plan.

ARTICLE II

DEFINITIONS

2.01 - Administrative Claim shall mean a Claim for payment of an administrative expense of a kind specified in § 503(b) or 1114(e)(2) of the Bankruptcy Code and entitled to priority pursuant to § 507(a)(2) of the Bankruptcy Code, including, but not limited to: (a) the actual, necessary costs and expenses, incurred after the Petition Date, of preserving the estate and operating the business of the Debtors, including wages, salaries, or commissions for services rendered after the commencement of the Chapter

11 Case; (b) Professional Fee Claims; (c) all fees and charges assessed against the estates under 28 U.S.C. § 1930; and (d) all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order of the Bankruptcy Court under § 546(c)(2) of the Bankruptcy Code.

2.02 - Allowed Claim shall mean a claim in respect of which a Proof of Claim has been filed with the Court within the applicable time period of limitation fixed by Court Order in this case or scheduled in the list of creditors prepared and filed with the Court pursuant to Bankruptcy Rule 1007(b) and not listed as disputed, contingent or unliquidated as to amount, in either case as to which no timely objection to the allowance thereof has been filed pursuant to Bankruptcy Rules 3001 and 3007 or as to which any such objection has been determined by a Final Order.

2.03 - Allowed Secured Claim shall mean an allowed claim secured by a lien, security interest or other charge against or interest in property in which the Debtors have an interest, or which is subject to setoff under § 553 of the Code, to the extent of the value (determined in accordance with § 506(a) of the Code) of the interest of the holder of any such allowed claim and the Debtors' interest in such property or to the extent of the amount subject to such setoff as the case may be.

2.04 - Avoidance Actions means each Debtors' estate's interest in any and all Claims, rights and causes of action which have been or may be commenced by or on behalf of the Debtors to avoid and recover any transfers of property determined to be preferential, fraudulent or otherwise avoidable pursuant to §§ 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code, or under any other applicable law, or otherwise subject to equitable subordination under §510 of the Bankruptcy Code, regardless of whether or not such actions have been commenced prior to the Effective Date.

2.05 - Claim shall mean any right to payment, or right to any equitable remedy for breach of performance if such breach gives rise to the right to payment, against the Debtors in existence on or as of the Petition Date, whether or not such right to payment or right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, secured or unsecured.

2.06 - Class shall mean any Class into which Allowed Claims are classified pursuant to Article III.

2.07- Class 1-15 and A – J Claims and Interests shall mean the Allowed Claims and Interests so classified in Article III.

2.08 - Code shall mean the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* and any amendments thereof.

2.09 - Confirmation Date shall mean the date upon which the Order of Confirmation is entered by the Court.

2.10 - Court shall mean the United States Bankruptcy Court for the District of Colorado in which the Debtors' respective Chapter 11 cases are pending, pursuant to which this Plan is proposed, and any Court having competent jurisdiction to hear appeal or certiorari proceedings therefrom.

2.11 - Debtors shall mean the Debtors who are proposing this Chapter 11 Plan.

2.12 - Disclosure Statement shall mean the Disclosure Statement which is approved by the Court according to 11 U.S.C. § 1125 to be utilized to solicit votes for this Plan.

2.13 - Disputed Claim shall mean any Claim which is not an Allowed Claim, including, without limitation, any Claim designated as disputed, contingent or unliquidated in Debtors' schedules filed in connection with this case, or any Claim against which an objection to the allowance thereof has been interposed, and as to which no Final Order has been entered.

2.14 - Effective Date of the Plan shall mean the date on which the Order of Confirmation is entered or if a stay is entered pending appeal of the Order of Confirmation, the date on which the stay is no longer in effect.

2.15 - Final Order shall mean an order or judgment of the Court which shall not have been reversed, stayed, modified or amended and as to which (a) the time to appeal from or to seek review, rehearing or certiorari shall have expired, and (b) no appeal or petition for review, rehearing or certiorari is pending or if appealed shall have been affirmed, or the appeal dismissed by the highest court to which such order was appealed, or if review, rehearing or certiorari was sought, such review, rehearing or certiorari has been denied and no further hearing, appeal or petition for review, rehearing or certiorari can be taken or granted or as to which any right to appeal or to seek a review, rehearing or certiorari has been waived.

2.16 - Gross Revenue shall mean the gross revenue actually received by BCI from the operation of its business, less sales and other taxes collected.

2.17 - Interest shall mean any member or shareholder interest or any other instrument evidencing any ownership interest in the Debtors and any option, warrant or right of any nature, contractual or otherwise, to acquire a member or other ownership interest in the Debtors existing as of the Petition Date.

2.18 - Order of Confirmation shall mean the Order entered by the Court confirming the Plan in accordance with the provisions of Chapter 11 of the Code.

2.19 - Petition Date shall mean the date on which the voluntary petitions were filed by the Debtors on December 2, 2016.

2.20 - Plan shall mean this Plan of Reorganization, as amended in accordance with the terms hereof or modified in accordance with the Code, including all exhibits and schedules attached hereto or referenced herein or therein.

2.21 - Priority Claim shall mean any pre-petition Claim entitled to a priority in payment under § 507(a) of the Code, but shall not include any Administrative Claim or Tax Claim.

2.22 - Pro Rata shall mean the ratio of an Allowed Claim or Interest in a particular Class to the aggregate amount of all Allowed Claims or Interests in that Class.

2.23 - Professional Fees shall mean the Administrative Claims for compensation and reimbursement submitted pursuant to Section 330, 331 and 503(b) of the Code by a Professional Person.

2.24 - Residence shall mean the real property situated at 3375 WM 800B, Mosca, Colorado 81146.

2.25 - Rules shall mean the Federal Rules of Bankruptcy Procedure and Local Bankruptcy Rules for the District of Colorado as adopted by the Court.

2.26 - Tax Claim shall mean any unsecured Claim of a governmental unit for taxes entitled to priority pursuant to 11 U.S.C. § 507(a)(8).

2.27 - Unclassified Priority Claims shall mean Claims pursuant to Section 507(a)(2) which are Administrative Claims allowed under Section 503(b) of the Code and any fees and charges against the estate under Chapter 123 of Title 28 of the United

States Code and shall further mean Allowed Unsecured Claims of governmental units to the extent provided for in Section 507(a)(8) of the Code.

2.28 - Other Definitions. Unless the context otherwise requires, any capitalized term used and not defined herein or elsewhere in the Plan but that is defined in the Code or Rules shall have the meaning set forth therein.

ARTICLE III

DESIGNATION OF CLAIMS AND INTERESTS

The following is a designation of all classes of Claims and Interests other than those Claims of a kind specified in Sections 507(a)(2), 507(a)(3) or 507(a)(8) of the Code.

BCI

Class 1 - All Allowed Unsecured Claims specified in Section 507(a)(4) and 507(a)(5) of the Code as having priority.

Class 2 - The Allowed Secured Claim held by Security Service Federal Credit Union secured by a 2006 Ford F150.

Class 3 - The Allowed Secured Claim held by Security Service Federal Credit Union secured by a 2013 Ford F150.

Class 4 - The Allowed Secured Claim held by Wells Fargo Vendor Financial Services secured by a 2015 Bobcat Mini Excavator E35.

Class 5 - The Allowed Secured Claim held by Citizens One Auto Finance secured by a 2015 Dodge 2500.

Class 6 - The Allowed Secured Claim held by Citizens One Auto Finance secured by a 2016 Dodge 2500.

Class 7 - The Allowed Secured Claim held by DeLage Landen Financial Services, Inc. secured by a 2013 Vermeer RTX1250, 2016 Vermeer 24x40 Series III Drill, two 2016 Vermeer MX240s, 2016 Felling FT-30-2LP Trailer, 2007 Freightliner Coronado Truck, 2015 Vermeer 20X22 Series II Navigator with 400' rod, 2015 DCI F5 Locator system, 2015 Felling FT-201 trailer, 2015 MX125 mix system, 2010 Vermeer LM-42, 2015 Felling FT-14 XP Trailer, and 2012 McLaughlin V500LE.

Class 8 – The Allowed Secured Claim held by Direct Capital Corporation secured by a 2015 Bobcat Compact Excavator, 24” Class 4 Trenching Bucket, 18” Class 4 Standard Bucket, 2011 Bobcat Skid-Steer Loader, and 80” C1 Bucket HD.

Class 9 – The Allowed Secured Claim held by Direct Capital Corporation secured by a 2000 Peterbilt.

Class 10 – The Allowed Secured Claim held by Direct Capital Corporation secured by a 2010 Ford F250, and 2008 Ford F550.

Class 11 – The Allowed Secured Claim held by First Interstate Bank secured by a 2004 Fleetwood Discovery RV.

Class 12 – The Allowed Secured Claim held by Merchants Bank Equipment Finance secured by a 2012 Vermeer RTX1250.

Class 13 – The Allowed Secured Claim held by Merchants Bank Equipment Finance secured by a 2014 Larson LCT7500 Reel Trailer and a 1991 Chicago Pneumatic CPS185 Air Compressor.

Class 14 – The Allowed Claims held by unsecured creditors.

Class 15 – The Interests in BCI.

Bower

Class A - All Allowed Unsecured Claims specified in Section 507(a)(4) and 507(a)(5) of the Code as having priority.

Class B – The Allowed Secured Claim held by New American Funding secured by the improved real property situated at 3375 WM 800B, Mosca, Colorado 81146.

Class C – The Allowed Secured Claim held by New American Funding secured by the improved real property situated at 3025 Caliente Dr., Lake Havasu City, AZ 86404.

Class D – The Allowed Secured Claim held by Security Service Federal Credit Union secured by a 2011 Chrysler 200 Sedan.

Class E – The Allowed Secured Claim held by Security Service Federal Credit Union secured by a 2014 Ford Fusion.

Class F – The Allowed Secured Claim held by Space Age Credit Union secured by a 2014 Ducati Multistrada.

Class G –The Allowed Secured Claim held by Bank of the West secured by a 2004 Jayco Granite Ridge Motorhome.

Class H – The Allowed Secured Claim held by Bank of the West secured by a 2015 Moomba Mojo Boat.

Class I – The Allowed Claims held by unsecured creditors.

Class J – The Interest held by Bower.

ARTICLE IV

SPECIFICATION AND TREATMENT OF UNCLASSIFIED PRIORITY CLAIMS

As provided in Section 1123(a)(1) of the Code, the Claims against the Debtors covered in this Article IV are not classified. The holders of such Allowed Claims are not entitled to vote on the Plan.

4.1 - The holders of Allowed Claims of the type specified in Section 507(a)(2) of the Code, Administrative Claims, shall receive cash equal to the allowed amount of such Claim or a lesser amount or different treatment as may be acceptable and agreed to by particular holders of such Claims. Such Claims shall be paid in full on the Effective Date of the Plan, or treated as otherwise agreed to by the particular holders of such Claims. Section 507(a)(2) Administrative Claims that are allowed by the Court after the Effective Date of the Plan shall be paid upon allowance or as otherwise agreed.

4.2 - The Allowed Claims of a type specified in Section 507(a)(8) of the Code, Tax Claims of governmental taxing authorities, shall be paid on the Effective Date of the Plan or in monthly payments for a period that does not exceed five years from the Petition Date with interest at the appropriate rate set by applicable statute. The Debtors shall have the option to accelerate payments without penalty. The first monthly payment shall be due on the last day of the first full month following the Effective Date.

4.3 - The Debtors will make all payments required to be paid to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) until the case is closed, converted, or dismissed. All payments due to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) shall be paid on the Effective Date, and the U.S. Trustee shall thereafter be paid fees due on a quarterly basis until the case is closed, converted, or dismissed.

ARTICLE V

SPECIFICATION AND TREATMENT OF CLASS 1 AND CLASS A CLAIMS

5.1 - Allowed Class 1 and A Priority Claims shall be paid in full on the Effective Date. The Class 1 and A claims for certain pre-petition wages and employee Claims are more particularly described in Sections 507(a)(4) and 507(a)(5) of the Code. The Debtors do not expect that any claims will exist in these Classes.

ARTICLE VI

SPECIFICATION AND TREATMENT OF SECURED CREDITOR CLAIMS

6.1 – **Security Service Federal Credit Union.** The Class 2 Secured Claim consists of the Allowed Secured Claim held by Security Service Federal Credit Union secured by a 2006 Ford F150. The Class 2 Secured Claim is impaired by this Plan. The Class 2 Secured Claim will be allowed in the amount owed on the Confirmation Date and paid in full on the Effective Date.

6.2 – **Security Service Federal Credit Union.** The Class 3 Secured Claim consists of the Allowed Secured Claim held by Security Service Federal Credit Union secured by a 2013 Ford F150. The Class 3 Secured Claim is impaired by this Plan. The Class 3 Secured Claim will be treated and paid as follows:

a. The principal amount of the Class 3 Claim will be allowed (i) in the amount of \$14,500; or (ii) if the Class 3 claimant objects, in an amount to be determined by the Court on or before the Confirmation Date; or (iii) an amount agreed upon by the Debtor and the Class 3 claimant on or before the Confirmation Date;

b. The Class 3 Claim will bear interest at the rate of: (i) 2.95% per annum commencing on the Effective Date of the Plan; or (ii) if the Class 3 claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b)

of the Code; or (iii) such other rate as agreed by the Debtor and the Class 3 claimant;

c. The Class 3 claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class 3 Claim shall be calculated based upon a three (3) year amortization of the Claim and paid in nine equal monthly installments each year beginning in April and ending in December, unless otherwise agreed by the parties. The initial payment shall be made in the first month after the Effective Date of the Plan that falls between April and December; and

e. The Debtor shall be entitled to pre-pay the Class 3 Claim without premium or penalty.

6.3 – Wells Fargo Vendor Financial Services. The Class 4 Secured Claim consists of the Allowed Secured Claim held by Wells Fargo Vendor Financial Services secured by a 2015 Bobcat Mini Excavator E35. The Class 4 Claim will be treated as follows:

a. The principal amount of the Class 4 Claim will be allowed in an amount to be determined by the Court on or before the Confirmation Date, or an amount agreed upon by the Debtor and the Class 4 claimant on or before the Confirmation Date;

b. The Class 4 Claim will bear interest at the rate of: (i) 5.7% per annum commencing on the Effective Date of the Plan; or (ii) if the Class 4 claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b) of the Code; or (iii) such other rate as agreed by the Debtor and the Class 4 claimant;

c. The Class 4 claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class 4 Claim shall be calculated based upon a five (5) year amortization of the Claim and paid in twelve equal

monthly installments each year beginning the first month after the Effective Date of the Plan.

e. The Debtor shall be entitled to pre-pay the Class 4 Claim without premium or penalty.

6.4 – Citizens Bank, N.A. The Class 5 Secured Claim consists of the Allowed Secured Claim held by Citizens One Auto Finance secured by a 2015 Dodge 2500. The Class 5 Secured Claim is impaired by this Plan. The Class 5 Secured Claim will be treated and paid as follows:

a. The principal amount of the Class 5 Claim will be allowed in the amount of \$31,000;

b. The Class 5 Claim will bear interest at the rate of: (i) 3.99% per annum commencing on the Effective Date of the Plan; or (ii) if the Class 5 claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b) of the Code; or (iii) such other rate as agreed by the Debtor and the Class 5 claimant;

c. The Class 5 claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class 5 Claim shall be calculated based upon a five (5) year amortization of the Claim and paid in nine equal monthly installments each year beginning in April and ending in December, unless otherwise agreed by the parties. The initial payment shall be made in the first month after the Effective Date of the Plan that falls between April and December; and

e. The Debtor shall be entitled to pre-pay the Class 5 Claim without premium or penalty.

6.5 – Citizens Bank, N.A.. The Class 6 Secured Claim consists of the Allowed Secured Claim held by Citizens Bank, N.A. secured by a 2016 Dodge 2500. The Class 6 Secured Claim is impaired by this Plan. The Class 6 Secured Claim will be treated and paid as follows:

a. The principal amount of the Class 6 Claim will be allowed in the amount of \$42,000;

b. The Class 6 Claim will bear interest at the rate of: (i) 3.99% per annum commencing on the Effective Date of the Plan; or (ii) if the Class 6 claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b) of the Code; or (iii) such other rate as agreed by the Debtor and the Class 6 claimant;

c. The Class 6 claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class 6 Claim shall be calculated based upon a five (5) year amortization of the Claim and paid in nine equal monthly installments each year beginning in April and ending in December, unless otherwise agreed by the parties. The initial payment shall be made in the first month after the Effective Date of the Plan that falls between April and December; and

e. The Debtor shall be entitled to pre-pay the Class 6 Claim without premium or penalty.

6.6 – DeLage Landen Financial Services, Inc. The Class 7 Secured Claim consists of the Allowed Secured Claim held by DeLage Landen Financial Services, Inc. secured by a 2013 Vermeer RTX1250, 2016 Vermeer 24x40 Series III Drill, two 2016 Vermeer MX240s, 2016 Felling FT-30-2LP Trailer, 2007 Freightliner Coronado Truck, 2015 Vermeer 20X22 Series II Navigator with 400' rod, 2015 DCI F5 Locator system, 2015 Felling FT-201 trailer, 2015 MX125 mix system, 2010 Vermeer LM-42, 2015 Felling FT-14 XP Trailer, and 2012 McLaughlin V500LE. The Class 7 Secured Claim is impaired by this Plan. The Class 7 Secured Claim will be treated and paid as follows:

a. The principal amount of the Class 7 Claim will be allowed (i) in the amount owed on the Confirmation Date; or (ii) if the Class 7 claimant objects, an amount to be determined by the Court on or before the Confirmation Date; or

(iii) an amount agreed upon by the Debtor and the Class 7 claimant on or before the Confirmation Date;

b. The Class 7 Claim will bear interest at the rate of 6% per annum commencing on the Effective Date of the Plan;

c. The Class 7 claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class 7 Claim shall be calculated based upon a seven (7) year amortization of the Claim and paid in nine equal monthly installments each year beginning in April and ending in December, unless otherwise agreed by the parties. The initial payment shall be made in the first month after the Effective Date of the Plan that falls between April and December; and

e. The Debtor shall be entitled to pre-pay the Class 7 Claim without premium or penalty.

6.7 – Direct Capital Corporation. The Class 8 Secured Claim consists of the Allowed Secured Claim held by Direct Capital Corporation secured by a Bobcat Compact Excavator, 24” Class 4 Trenching Bucket, 18” Class 4 Standard Bucket, Bobcat Skid-Steer Loader, and 80” C1 Bucket HD. The Class 8 Secured Claim is impaired by this Plan. The Class 8 Secured Claim will be treated and paid as follows:

a. The principal amount of the Class 8 Claim will be allowed (i) in the amount of \$66,000; or (ii) if the Class 8 claimant objects, in an amount to be determined by the Court on or before the Confirmation Date; or (iii) an amount agreed upon by the Debtor and the Class 8 claimant on or before the Confirmation Date;

b. The Class 8 Claim will bear interest at the rate of: (i) 5.99% per annum commencing on the Effective Date of the Plan; or (ii) if the Class 8 claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b) of the Code; or (iii) such other rate as agreed by the Debtor and the Class 8 claimant;

c. The Class 8 claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class 8 Claim shall be calculated based upon a five (5) year amortization of the Claim and paid in nine equal monthly installments each year beginning in April and ending in December, unless otherwise agreed by the parties. The initial payment shall be made in the first month after the Effective Date of the Plan that falls between April and December; and

e. The Debtor shall be entitled to pre-pay the Class 8 Claim without premium or penalty.

6.8 - Direct Capital Corporation. The Class 9 Secured Claim consists of the Allowed Secured Claim held by Direct Capital Corporation secured by a 2000 Peterbilt. The Class 9 Secured Claim is impaired by this Plan. The Class 9 Secured Claim will be treated and paid as follows:

a. The principal amount of the Class 9 Claim will be allowed (i) in the amount owed on the Confirmation Date; or (ii) if the Class 9 claimant objects, in an amount to be determined by the Court on or before the Confirmation Date; or (iii) an amount agreed upon by the Debtor and the Class 9 claimant on or before the Confirmation Date;

b. The Class 9 Claim will bear interest at the rate of: (i) 5.75% per annum commencing on the Effective Date of the Plan; or (ii) if the Class 9 claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b) of the Code; or (iii) such other rate as agreed by the Debtor and the Class 9 claimant;

c. The Class 9 claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class 9 Claim shall be calculated based upon a two (2) year amortization of the Claim and paid in nine equal monthly installments each year beginning in April and ending in December, unless otherwise agreed by the parties. The initial payment shall be made in the

first month after the Effective Date of the Plan that falls between April and December; and

e. The Debtor shall be entitled to pre-pay the Class 9 Claim without premium or penalty.

6.9 – Direct Capital Corporation. The Class 10 Secured Claim consists of the Allowed Secured Claim held by Direct Capital secured by a 2010 Ford F250, and 2008 Ford F550. The Class 10 Secured Claim is impaired by this Plan. The Class 10 Secured Claim will be treated and paid as follows:

a. The principal amount of the Class 10 Claim will be allowed (i) in the amount of \$20,200; or (ii) if the Class 10 claimant objects, in an amount to be determined by the Court on or before the Confirmation Date; or (iii) an amount agreed upon by the Debtor and the Class 10 claimant on or before the Confirmation Date;

b. The Class 10 Claim will bear interest at the rate of: (i) 5.75% per annum commencing on the Effective Date of the Plan; or (ii) if the Class 10 claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b) of the Code; or (iii) such other rate as agreed by the Debtor and the Class 10 claimant;

c. The Class 10 claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class 10 Claim shall be calculated based upon a two (2) year amortization of the Claim and paid in nine equal monthly installments each year beginning in April and ending in December, unless otherwise agreed by the parties. The initial payment shall be made in the first month after the Effective Date of the Plan that falls between April and December; and

e. The Debtor shall be entitled to pre-pay the Class 10 Claim without premium or penalty.

6.10 – First Interstate Bank. The Class 11 Secured Claim consists of the Allowed Secured Claim held by First Interstate Bank secured by 2004 Fleetwood

Discovery RV. The Class 11 Secured Claim is impaired by this Plan. The Class 11 Secured Claim will be treated and paid as follows:

a. The principal amount of the Class 11 Claim will be allowed (i) in the amount of \$40,000; or (ii) if the Class 11 claimant objects, in an amount to be determined by the Court on or before the Confirmation Date; or (iii) an amount agreed upon by the Debtor and the Class 11 claimant on or before the Confirmation Date;

b. The Class 11 Claim will bear interest at the rate of: (i) 4.25% per annum commencing on the Effective Date of the Plan; or (ii) if the Class 11 claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b) of the Code; or (iii) such other rate as agreed by the Debtor and the Class 11 claimant;

c. The Class 11 claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class 11 Claim shall be calculated based upon a fifteen (15) year amortization of the Claim and paid in nine equal monthly installments each year beginning in April and ending in December, unless otherwise agreed by the parties. The initial payment shall be made in the first month after the Effective Date of the Plan that falls between April and December; and

e. The Debtor shall be entitled to pre-pay the Class 11 Claim without premium or penalty.

6.11 – Merchants Bank Equipment Finance. The Class 12 Secured Claim consists of the Allowed Secured Claim held by Merchants Bank Equipment Finance secured by a 2012 Vermeer RTX1250 Trencher. The Class 12 Secured Claim is impaired by this Plan. The Class 12 Secured Claim will be treated and paid as follows:

a. The principal amount of the Class 12 Claim will be allowed (i) in the amount owed on the Confirmation Date; or (ii) if the Class 12 claimant objects, in an amount to be determined by the Court on or before the

Confirmation Date; or (iii) an amount agreed upon by the Debtor and the Class 12 claimant on or before the Confirmation Date;

b. The Class 12 Claim will bear interest at the rate of: (i) 5.25% per annum commencing on the Effective Date of the Plan; or (ii) if the Class 12 claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b) of the Code; or (iii) such other rate as agreed by the Debtor and the Class 12 claimant;

c. The Class 12 claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class 12 Claim shall be calculated based upon a two (2) year amortization of the Claim and paid in nine equal monthly installments each year beginning in April and ending in December, unless otherwise agreed by the parties. The initial payment shall be made in the first month after the Effective Date of the Plan that falls between April and December; and

e. The Debtor shall be entitled to pre-pay the Class 12 Claim without premium or penalty.

6.12 – Merchants Bank Equipment Finance. The Class 13 Secured Claim consists of the Allowed Secured Claim held by Merchants Bank Equipment Finance secured by a 2014 Larson LCT7500 Reel Trailer and a 1991 Chicago Pneumatic CPS185 Air Compressor. The Class 13 Secured Claim is impaired by this Plan. The Class 13 Secured Claim will be treated and paid as follows:

a. The principal amount of the Class 13 Claim will be allowed (i) in the amount of \$21,115; or (ii) if the Class 13 claimant objects, in an amount to be determined by the Court on or before the Confirmation Date; or (iii) an amount agreed upon by the Debtor and the Class 13 claimant on or before the Confirmation Date;

b. The Class 13 Claim will bear interest at the rate of: (i) 4.9% per annum commencing on the Effective Date of the Plan; or (ii) if the Class 13 claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15)

days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b) of the Code; or (iii) such other rate as agreed by the Debtor and the Class 13 claimant;

c. The Class 13 claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class 13 Claim shall be calculated based upon a two (2) year amortization of the Claim and paid in nine equal monthly installments each year beginning in April and ending in December, unless otherwise agreed by the parties. The initial payment shall be made in the first month after the Effective Date of the Plan that falls between April and December; and

e. The Debtor shall be entitled to pre-pay the Class 13 Claim without premium or penalty.

6.13 – New American Funding. The Class B Secured Claim consists of the Allowed Secured Claim held by New American Funding. This claim is secured by a first priority position on the Debtor's Residence. The Class B Secured Claim is unimpaired by this Plan. The Class B Secured Claim will be Allowed in its full amount. The statutory rights of the Class B claimant are unaffected by this Plan. The Class B claimant will retain all liens that secured its Claim as of the Petition Date. The lien position held by the Class B claimant shall be unaltered by the Plan except for the release provisions set forth in paragraph 9.3 and shall remain in effect until the Class B creditor's secured claim is satisfied or the underlying property is sold.

6.14 – New American Funding. The Class C Secured Claim consists of the Allowed Secured Claim held by New American Funding. This claim is secured by a first priority position on the Debtor's real property situated at 3025 Caliente Dr., Lake Havasu City, AZ 86404. The Class C Secured Claim is unimpaired by this Plan. The Class C Secured Claim will be Allowed in its full amount. The statutory rights of the Class C claimant are unaffected by this Plan. The Class C claimant will retain all liens that secured its Claim as of the Petition Date. The lien position held by the Class C claimant shall be unaltered by the Plan except for the release provisions set forth in

paragraph 9.3 and shall remain in effect until the Class C creditor's secured claim is satisfied or the underlying property is sold.

6.15 –Security Service Federal Credit Union. The Class D Secured Claim consists of the Allowed Secured Claim held by Security Service Federal Credit Union secured a 2011 Chrysler 200 Sedan. The Class D Secured Claim is impaired by the Plan. The Class D Claim will be treated and paid as follows:

a. The principal amount of the Class D Claim will be allowed (i) in the amount of \$5,500; or (ii) if the Class D claimant objects, in an amount to be determined by the Court on or before the Confirmation Date; or (iii) an amount agreed upon by the Debtor and the Class D claimant on or before the Confirmation Date;

b. The Class D Claim will bear interest at the rate of: (i) 2.99% per annum commencing on the Effective Date of the Plan; or (ii) if the Class D claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b) of the Code; or (iii) such other rate as agreed by the Debtor and the Class D claimant;

c. The Class D claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class D Claim shall be calculated based upon a two (2) year amortization of the Claim and paid in equal monthly installments. The initial payment shall be made in the first month after the Effective Date of the Plan.

e. The Debtor shall be entitled to pre-pay the Class D Claim without premium or penalty.

6.16 - Security Service Federal Credit Union. The Class E Secured Claim consists of the Allowed Secured Claim held by Security Service Federal Credit Union secured a 2014 Ford Fusion. The Class E Secured Claim is impaired by this Plan. The Class E Claim will be treated and paid as follows:

a. The principal amount of the Class E Claim will be allowed (i) in the amount of \$15,000; or (ii) if the Class E claimant objects, in an amount to be

determined by the Court on or before the Confirmation Date; or (iii) an amount agreed upon by the Debtor and the Class E claimant on or before the Confirmation Date;

b. The Class E Claim will bear interest at the rate of: (i) 2.99% per annum commencing on the Effective Date of the Plan; or (ii) if the Class E claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b) of the Code; or (iii) such other rate as agreed by the Debtor and the Class E claimant;

c. The Class E claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class E Claim shall be calculated based upon a four (4) year amortization of the Claim and paid in equal monthly installments. The initial payment shall be made in the first month after the Effective Date of the Plan.

e. The Debtor shall be entitled to pre-pay the Class E Claim without premium or penalty.

6.17 – Space Age Credit Union. The Class F Secured Claim consists of the Allowed Secured Claim held by Space Age Credit Union is secured by a 2014 Ducati Multistrada. The Class F Secured Claim is impaired by this Plan. The Class F Claim will be treated and paid as follows:

a. The principal amount of the Class F Claim will be allowed (i) in the amount of \$6,000; or (ii) if the Class F claimant objects, in an amount to be determined by the Court on or before the Confirmation Date; or (iii) an amount agreed upon by the Debtor and the Class F claimant on or before the Confirmation Date;

b. The Class F Claim will bear interest at the rate of: (i) 2.99% per annum commencing on the Effective Date of the Plan; or (ii) if the Class F claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b)

of the Code; or (iii) such other rate as agreed by the Debtor and the Class F claimant;

c. The Class F claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class F Claim shall be calculated based upon a two (2) year amortization of the Claim and paid in equal monthly installments. The initial payment shall be made in the first month after the Effective Date of the Plan.

e. The Debtor shall be entitled to pre-pay the Class F Claim without premium or penalty.

6.18 – Bank of the West. The Class G Secured Claim consists of the Allowed Secured Claim held by Bank of the West is secured by a 2004 Jayco Granite Ridge Motorhome. The Class G Secured Claim is impaired by this Plan. The Class G Claim will be treated and paid as follows:

a. The principal amount of the Class G Claim will be allowed (i) in the amount owed on the Confirmation Date; or (ii) if the Class G claimant objects, in an amount to be determined by the Court on or before the Confirmation Date; or (iii) an amount agreed upon by the Debtor and the Class G claimant on or before the Confirmation Date;

b. The Class G Claim will bear interest at the rate of: (i) 5.5% per annum commencing on the Effective Date of the Plan; or (ii) if the Class G claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b) of the Code; or (iii) such other rate as agreed by the Debtor and the Class G claimant;

c. The Class G claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class G Claim shall be calculated based upon an eight (8) year amortization of the Claim and paid in equal monthly installments. The initial payment shall be made in the first month after the Effective Date of the Plan. The Debtor shall be entitled to pre-pay the Class G Claim without premium or penalty.

6.19 – Bank of the West. The Class H Secured Claim consists of the Allowed Secured Claim held by Bank of the West is secured by a 2015 Moomba Mojo Boat. The Class H Secured Claim is impaired by this Plan. The Class H Claim will be treated and paid as follows:

a. The principal amount of the Class H Claim will be allowed (i) in the amount owed on the Confirmation Date; or (ii) if the Class H claimant objects, in an amount to be determined by the Court on or before the Confirmation Date; or (iii) an amount agreed upon by the Debtor and the Class H claimant on or before the Confirmation Date;

b. The Class H Claim will bear interest at the rate of: (i) 5.5% per annum commencing on the Effective Date of the Plan; or (ii) if the Class H claimant objects to such rate in writing and serves a copy of such objection on the Debtor at least fifteen (15) days prior to the commencement of the confirmation hearing, such rate will be determined by the Court as necessary to satisfy the requirements of 11 U.S.C. §1129(b) of the Code; or (iii) such other rate as agreed by the Debtor and the Class H claimant;

c. The Class H claimant will retain all liens that secured its Claim as of the Petition Date;

d. The monthly payment of the Class H Claim shall be calculated based upon a thirteen (13) year amortization of the Claim and paid in equal monthly installments. The initial payment shall be made in the first month after the Effective Date of the Plan. The Debtor shall be entitled to pre-pay the Class H Claim without premium or penalty.

ARTICLE VII

SPECIFICATION AND TREATMENT OF UNSECURED CREDITOR CLAIMS

7.1 – Class 14 consists of those unsecured creditors of BCI who hold Allowed Claims. Class 14 claimants shall receive a pro-rata distribution equal to 5% of the BCI Gross Revenue generated over the five-year period commencing on the Effective Date of the Plan less the amount necessary to pay any Unclassified Priority Claimant who agrees to accept deferred payment of its claim (“Class 14 Distribution”). Commencing

on the first full month following the Confirmation Date, BCI shall at the conclusion of each month, set aside in a segregated account, an amount equal to 5% of the preceding month's Gross Revenue. Each time three months payments have been set aside, BCI shall make any payment due to Unclassified Priority Claimants and then the Class 14 Distribution will be made to Class 14 creditors on a pro-rata basis.

7.2 - In addition to the distribution set forth above, Classes 14 shall be entitled to receive the proceeds whether obtained by litigation or settlement, net of attorney fees, expert fees, costs, obtained from any action undertaken by the BCI to collect Avoidance Actions and net of any unpaid Unclassified Priority Claims.

7.4 – Class I consists of those unsecured creditors of Bower who hold Allowed Claims. Class I shall receive payment of their Allowed Claims as set forth below:

a. The Class I claimants shall receive a pro-rata distribution of \$550 per month for 60 months. Each month, Bower will make a payment into a separate bank account which he will establish following Plan confirmation. Bower shall make deposits into the account on a monthly basis. After each of twelve deposits has been made to the account, the account balance less one hundred dollars (\$100.00) shall be distributed to Class I on a pro-rata basis. Class I claimants shall not receive a greater amount than the amount of their Allowed Claims;

b. The payments to Class I as set forth above shall be subject to the prior payment from the same funds of unpaid Unclassified Priority Claims that elect to receive deferred payment.

ARTICLE VIII

SPECIFICATION AND TREATMENT OF CLASS 15 AND J INTERESTS

8.1 - Class 15 includes the Interests in BCI held by the pre-confirmation shareholders. Class 15 is unimpaired by this Plan. On the Effective Date of the Plan Class 15 shall retain its Interests in the properties which it owned prior to the Confirmation Date, subject to the terms of the Plan.

8.2 - Class J includes the Interests in assets of the Bower estate held by Bower. Class J is unimpaired by this Plan. On the Effective Date of the Plan Class J shall retain his Interests in the properties which he owned prior to the Confirmation Date, subject to the terms of the Plan.

ARTICLE IX

MEANS FOR THE PLAN'S EXECUTION

9.1 - **Operation of Business.** The Debtors shall be empowered to take such action as may be necessary to perform its obligations under this Plan.

9.2 – **Management Fees and Costs.** BCI shall be entitled to compensate its officers and directors with reasonable compensation for services following confirmation of the Plan. Funding for such fees will be derived from the operation of BCI's business.

9.3- **Effectuating the Plan.** On the Effective Date of the Plan, Bower shall be appointed as the agent of the Debtors pursuant to 11 U.S.C. §1142(b) for the purpose of carrying out the terms of the Plan and taking all actions deemed necessary or convenient to consummating the terms of the Plan, including but not limited to execution of documents.

9.4 - **Disputed Claim Procedure.** Distributions to any class of creditor will only be made on account of Allowed Claims. In the event that distributions are made at a time that a claim objection is pending before the Court or a judgment has entered to establish a Claim and the judgment is not subject to a Final Order, the portion of the distribution that would be paid to the disputed claimant will be held in an interest bearing bank account until the Claim is Allowed or disallowed. If Allowed, the Claim will be paid its appropriate share of the withheld payment. If disallowed, the withheld distribution will be paid on a Pro Rata basis to the remaining impaired Allowed claimants, or if all holders of Allowed Claims have been paid in full, paid to Debtors.

9.5 - **Claims and Litigation Bar Date and Standing.** All Claim objections and Avoidance Actions in the case must be filed no later than 120 days following the Effective Date. The Debtors shall have standing to commence, prosecute, and settle claim objections, Litigation, and avoidance actions without need for Court approval.

9.6 - Administrative Expense Bar Date. All applications for allowance and payment of Administrative Claims, including Professional Fees, must be filed within 45 days following the Effective Date of the Plan.

9.7 - Monthly Installments. Whenever the Plan provides for payment in monthly installments or a payment due in a certain month, the payment shall be due on the last day of the calendar month in which the payment is due, unless otherwise specified in the Plan. The Debtors shall then have a fifteen day grace period within which the monthly payment must be received by the payee before the Debtors shall be in default, unless a longer period is specified elsewhere in the Plan.

9.8 - Final Decree. The Debtors will request entry of a final decree closing the case on or before the later of the date all Claim objections and any pending litigation is concluded or 180 days after the Effective Date of the Plan.

9.9 - Quarterly Fees. Prior to the entry of the final decree, the Debtors shall continue to remit quarterly fees and post-confirmation reports to the United States Trustee, as required by statute.

9.10 - Exemption from Transfer Taxes. Pursuant to Section 1146(c) of the Code, the issuance, transfer, or exchange of notes or equity securities under the Plan by the Debtors, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or the making or delivery of any deed or instrument of transfer under, in furtherance of, or in connection with the Plan shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

9.11 – Contractual Relationship. The Plan, upon confirmation, constitutes a new contractual relationship by and between the Debtors and their creditors. In the event of a default by the Debtors under the Plan, creditors shall be entitled to enforce all rights and remedies against the Debtors for breach of contract, the Plan. Any secured creditor claiming a breach of the Plan by the Debtors will be able to enforce all of their rights and remedies including foreclosure of their deed of trust, security agreement, lien, or mortgage pursuant to the terms of such document. Any creditor claiming a breach by the Debtors must provide written notice to the Debtors of the claimed default, the notice must provide the Debtors a thirty (30) day period within which to cure the claimed default, unless a longer period is specified elsewhere in the

Plan. Upon the Debtors' failure to cure the default within such thirty day period, the creditor may proceed to exercise their rights and remedies.

9.12 – **Independent Provisions.** Should it be determined by the Court that any provision of the Plan is impermissible or grounds for the denial of confirmation, the Debtors shall have the right, but not the obligation, to delete the impermissible provision and proceed with confirmation of the Plan provided that deletion of the offensive provision would result in a confirmable Plan.

9.13 – **Independent Plans.** This Plan is a joint Plan for BCI and Bower. Notwithstanding the joint Plan, it is not a requirement or condition precedent that the Plans be confirmed for both Debtors in order for the Plan to be confirmed and become effective for one Debtor.

9.14 - **Avoidance Actions.** The Debtors have authority post-confirmation to pursue all Avoidance Actions for the benefit of creditors and the enhancement of distributions under the terms of the Plan. The Debtors shall have sole authority to determine whether to pursue through litigation or settle any avoidance action. Any settlement shall require notice to creditors and opportunity for a hearing. The Debtors may retain counsel to recover the Avoidance Actions on reasonable terms without need for Court approval of fees or costs.

9.15 – **Professional Retention Post-Confirmation.** Court approval shall not be required for either professional retention or compensation following the Effective Date of the Plan.

ARTICLE X

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10.1 - On the Effective Date of the Plan, the Debtors hereby assume those executory contracts and unexpired leases listed in Exhibit A attached hereto and incorporated herein by reference, which have not been assumed by prior Order of the Court prior to the Confirmation Date. On the date of the entry of an Order confirming the Plan, the Debtors shall be the holders of all right, title and interest to the assumed leases and contracts and such assumed leases and contracts shall be in full effect and binding upon the Debtors and the other parties thereto. Confirmation of the Plan shall

constitute a determination that the payments to be made to said creditors pursuant to the Plan satisfy all conditions precedent to assumption and assignment set forth in 11 U.S.C. §365(b) and (f).

10.2 - On the Effective Date of the Plan, the Debtors will reject all executory contracts and unexpired leases to which they are a party which are listed in Exhibit B, attached hereto and incorporated herein by reference which have not been rejected by prior Order of the Bankruptcy Court prior to the Confirmation Date. Executory contracts and unexpired leases will be rejected pursuant to the provisions of 11 U.S.C. §365. Any executory contract or unexpired lease not assumed in accordance with the Plan shall be rejected.

10.3 - An Order confirming this Plan constitutes approval by the Court of the assumption or rejection of the executory contracts and unexpired leases described herein in accordance with the provisions of 11 U.S.C. §365 and the Rules.

10.4 - **Claims Arising from Rejection.** All proofs of claim with respect to claims arising from the rejection of any executory contract or unexpired lease shall be filed with the Bankruptcy Court within twenty (20) days after the earlier of (i) the date of the Bankruptcy Court order approving the Debtors' rejection of such executory contract or unexpired lease or (ii) the Confirmation Date. Any claims not filed within such time shall be forever barred against the Debtors, their estates and property and any such Claims shall be disallowed in full. Claims arising from such rejection, to the extent Allowed, shall be treated as a Class 14 or I unsecured Claim.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 **Revestment.** On the Effective Date of the Plan all property of the estates shall revert in the Debtors free and clear of all liens except those specifically set forth in the Plan or as otherwise provided in the Plan.

11.2 **Retention of Jurisdiction.** Notwithstanding confirmation of the Plan, the Court shall retain jurisdiction for the following purposes:

1. Determination of the allowability of claims upon objection to such claims by the Debtors-in-Possession or by any other party in interest;

2. Determination of the request for payment of claims entitled to priority under 11 U.S.C. Section 507(a)(2), including compensation of the parties entitled thereto;
3. Resolution of any disputes regarding interpretation of the Plan;
4. Implementation of the provisions of the Plan and entry of orders in aid of consummation of the Plan, including without limitation, appropriate orders to protect the revested Debtors from action by creditors;
5. Modification of the Plan pursuant to 11 U.S.C. §1127;
6. Adjudication of any causes of action, including avoiding powers actions, brought by the Debtors-in-Possession, by the representative of the estate or by a Trustee appointed pursuant to the Code;
7. Adjudication of any cause of action brought by the Debtors-in-Possession, Creditors Committee, by a representative of the estate, or by a Trustee appointed pursuant to the Code, or the revested Debtors exercising rights and powers as provided in 11 U.S.C. §542-549. This section shall not be construed to limit any other power or right which the Debtors may possess under any section of the Code;
8. To close the case after the Plan becomes effective and reopen it when Plan payments are completed to enter the discharge order; and
9. Enter a Discharge and Final Decree

11.3 - Satisfaction of Claims. BCI shall receive a discharge on the Effective Date of the Plan pursuant to Section 1141(d) and Bower shall receive a discharge at the conclusion of making all payments due to Unclassified Priority Claims and Class I claims, pursuant to Section 1141(d)(5) ("Discharge Date"). Confirmation of the Plan shall constitute a modification of any note or obligation for which specification and treatment is provided under the Plan as set forth in the Plan. Any obligation or note, previously in default, so modified, shall be cured as modified as of the Effective Date. This provision shall be operable regardless of whether the Plan provides for any obligation to be evidenced by a rewritten loan or security document following confirmation of the Plan. During the time period from the Confirmation Date through the Discharge Date, no creditor affected by the Plan shall have the right to pursue any

claims, either in Bankruptcy Court or State Court, except for any remedies as a result of the Debtors' breach of the Plan. This provision neither expands nor detracts the jurisdiction of the Bankruptcy Court conferred under the Bankruptcy Code.

11.4 **Headings.** The headings used in the Plan are for convenience of reference only and shall not limit or in any manner affect the meaning or interpretation of the Plan.

11.5 **Notices.** All notices, requests, demands, or other communications required or permitted in this Plan must be given in writing to the party(ies) to be notified. All communications will be deemed delivered when received at the following addresses:

a. To:

Mr. David R. Bower
3375 WM 800B,
Mosca, Colorado 81146

Bower Contracting, Inc.
3375 WM 800B,
Mosca, Colorado 811467

With a copy to:

Jeffrey S. Brinen, Esq.
Kutner Brinen, P.C.
1660 Lincoln St., Suite 1850
Denver, CO 80264
Fax: 303-832-1510
Email: jsb@kutnerlaw.com

b. To an allowed claimant, at the addresses set forth in the allowed Proof of Claim, if filed, or, at the address set forth for the claimant in the Debtors' Schedules filed with the Court.

11.6 - **Successors and Assigns.** The Plan will be binding upon the Debtors, any creditor affected by the Plan and their heirs, successors, assigns and legal representatives.

11.7 - **Unclaimed Payments.** If a person or entity entitled to receive a payment or distribution pursuant to this Plan fails to negotiate a check, accept a distribution or leave a forwarding address in the event notice cannot be provided as set forth in paragraph 11.5, within three months of the Effective Date of the Plan, the person or entity is deemed to have released and abandoned any right to payment or distribution under the Plan.

11.8 - **Committee Existence.** Any Creditors Committee appointed in the bankruptcy case shall terminate on the Effective Date of the Plan.

ARTICLE XII

CONFIRMATION REQUEST

12.1 - The Debtors, as proponents of the Plan, request confirmation of the Plan pursuant to 11 U.S.C. §1129. The Debtors will solicit acceptance of the Plan after their Disclosure Statement has been approved by the Court and is transmitted to the creditors, interest holders and parties in interest. In the event the Debtors do not obtain the necessary acceptances of its Plan, they may make application to the Court for confirmation of the Plan pursuant to 11 U.S.C. §1129(b). The Court may confirm the Plan if it does not discriminate unfairly and is fair and equitable with respect to each class of Claims or Interests that is impaired and has not voted to accept the Plan.

DATED: February 2, 2018

BOWER CONTRACTING, INC.

By: /s/ David R. Bower*
David R. Bower, President

/s/ David R. Bower*
David R. Bower, Individually

Jeffrey S. Brinen, Esq.
Keri L. Riley, Esq.
Kutner Brinen, P.C.
1660 Lincoln St., Suite 1850
Denver, CO 80264
Telephone: 303- 832-2400

Fax: 303-832-1510

Email: jsb@kutnerlaw.com

ATTORNEYS FOR DEBTORS

***Original signatures maintained on file at the offices of Kutner Brinen, P.C.**

EXHIBIT A

Executory Contracts and Unexpired Leases Assumed

1. All contracts and leases previously assumed or for which a motion to assume is pending.

EXHIBIT B

Executory Contracts and Unexpired Leases Rejected

1. All leases and contracts previously rejected by Court Order or for which a motion to reject is pending.
2. All leases and contracts that are not specifically assumed.