

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

In re: : Case No. 4:15-bk-04444-JJT
TRI STATE TRUCKING COMPANY, : Chapter 11
Debtor. :

**SECOND AMENDED JOINT PLAN OF LIQUIDATION UNDER CHAPTER 11 OF THE
BANKRUPTCY CODE PROPOSED BY THE DEBTOR AND OFFICIAL COMMITTEE
OF UNSECURED CREDITORS**

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INTRODUCTION

Tri State Trucking Company, a Pennsylvania Business Corporation, and the debtor and debtor-in-possession in the above-captioned Chapter 11 Case (the “Debtor”), together with the Official Committee of Unsecured Creditors appointed in this case, propose the following Joint Plan of Liquidation (the “Plan”) for the resolution and satisfaction of Claims against and Interests in the Debtor. Reference is made to the *Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code Describing Plan of Liquidation of Tri State Trucking Company* (the “Disclosure Statement”) for (i) a discussion of the Debtor’s history, business and results of operations, and (ii) a summary and analysis of this Plan. **TO THE EXTENT THAT THIS PLAN IS INCONSISTENT WITH THE DISCLOSURE STATEMENT, THIS PLAN WILL GOVERN.**

This Plan provides for the distribution of the Assets of the Debtor to its Creditors in accordance with the priorities established by the Bankruptcy Code and the terms of this Plan. As set forth in greater detail in the Disclosure Statement, filed in connection with this Plan, an Order granting a Motion to Sell substantially all of the Debtor’s assets was entered by the Court on or about August 31, 2016. This Plan is designed to effectuate the distribution of the remaining Sale Proceeds, and to liquidate and distribute any remaining Plan Assets.

ARTICLE I – DEFINITIONS AND RULES OF INTERPRETATION

A. Defined Terms

Unless otherwise provided in this Plan, all terms used herein shall have the meanings assigned to such terms in the Bankruptcy Code or the Bankruptcy Rules. For the purposes of this Plan, the following terms (which appear in this Plan with initial capitalized letters) shall have the meanings set forth below, and such meanings shall be equally applicable to the singular and to the plural form of the terms defined, unless the context requires otherwise:

1.1. “Administrative Claim” shall mean a Claim for the costs and expenses of administration arising during the period commencing on the Petition Date and ending on the Effective Date under Sections 503(b), 503(c), 507(a) or 507(b) of the Bankruptcy Code, including, but not limited to, (i) any actual and necessary costs or expenses of preserving the Estate or conducting the business of the Debtor, (ii) administrative expenses previously allowed by the Bankruptcy Court, (iii) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses awarded or allowed under Sections 330(a) or 331 of the Bankruptcy Code, including Professional Fee Claims, (iv) Claims, pursuant to Section 503(b)(9) of the Bankruptcy Code, for the value of goods received by the Debtor in the 20 days immediately prior to the Petition Date and sold to the Debtor in the ordinary course of the Debtor’s businesses, and (v) all fees and charges assessed against the Debtor pursuant to 28 U.S.C. § 1930.

1.2. “Administrative Claim Request” means a request for allowance and/or payment of an Administrative Claim (excluding a Professional Fee Claim).

1.3. “Administrative Claim Request Deadline” collectively means (a) September 19, 2016, as established by that certain Order of the Bankruptcy Court dated August 19, 2016 as the

deadline for filing an Administrative Claim Request (excluding Professional Fee Claims) for the period from the Petition Date to and including August 19, 2016, and (b) the date that is **sixty (60) days after the Effective Date** for the period of August 20, 2016 to the Effective Date.

1.4. “Allowed” means a Claim: (i) that has been Scheduled and (a) is not Scheduled as disputed, contingent, or unliquidated and (b) as to which no Proof of Claim has been filed; or (ii) as to which a timely Proof of Claim has been filed as of the relevant Bar Date, other than a Proof of Claim reflecting a contingent or unliquidated Claim, and no objection thereto, or application to equitably subordinate, recharacterize, estimate, or otherwise limit recovery, has been made; or (iii) as to which a timely Administrative Claim Request has been filed as of the Administrative Claim Request Deadline and no objection thereto, or application to equitably subordinate or otherwise limit recovery, has been made; or (iv) that has been allowed by a Final Order.

1.5. “Allowed Claim” means a Claim which is Allowed.

1.6. “Asset Purchaser” means Bidityup, Inc. and/or its designee or assigns.

1.7. “Avoidance Actions” means any and all actions arising under or actionable by the Estate pursuant to Sections 544, 545, 547, 548, 549, 550, and/or 551 of the Bankruptcy Code, and expressly includes such actions against any and all persons and entities listed on the Debtor’s Statement of Financial Affairs, Number 3, filed in the Bankruptcy Case.

1.8. “Ballot” means the form or forms distributed to each Holder of an Allowed Claim in an Impaired Class entitled to vote on this Plan upon which the Holder may indicate acceptance or rejection of this Plan or any election for treatment of such Claim under this Plan.

1.9. “Ballot Date” means the date set by the Bankruptcy Court by which all Ballots must be received.

1.10. “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*, as now in effect or hereafter amended, applicable to the Bankruptcy Case.

1.11. “Bankruptcy Court” means the United States Bankruptcy Court for the Middle District of Pennsylvania, having jurisdiction over this Chapter 11 Case, or in the event that such court ceases to exercise jurisdiction over such Chapter 11 Case, such court or adjunct thereof that exercises jurisdiction over such Chapter 11 Case in lieu of the United States Bankruptcy Court for the Middle District of Pennsylvania.

1.12. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure applicable to this Chapter 11 Case and the Local Rules of the Bankruptcy Court, each as in effect from time to time.

1.13. “Bar Date” means, as applicable: (i) September 9, 2016, as established by a Bar Date Order for the filing of any prepetition Claim against the Debtor, and (ii) with respect to any Executory Contract rejected by the Debtor, the later of any deadline set in that Final Order for the filing of a Proof of Claim asserting any rejection damages and the deadline established by any Bar Date Order for the filing of a Proof of Claim asserting any rejection damages. The Plan does not

extend any Bar Date established by the Bankruptcy Court, the Bankruptcy Code, the Bankruptcy Rules or any Bar Date Order, and the earliest date applicable to the filing of a Claim shall govern.

1.14. “Bar Date Order” means the order of the Bankruptcy Court dated August 7, 2016, establishing a deadline for the filing of any Proof of Claim or other request for allowance and/or payment of any Claim against the Estate.

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

1.16. “Case” means the Chapter 11 proceeding filed by the Debtor on the Petition Date.

1.17. “Cash” means cash or cash equivalents in certified or immediately available funds, including but not limited to bank deposits, checks, and similar items.

1.18. “Causes of Action” shall mean any and all claims, actions, adversary proceedings (other than Avoidance Actions), causes of action, liabilities, obligations, rights, suits, debts, sums of money, damages, judgments and demands whatsoever, whether pending or not pending, known or unknown, whether or not scheduled as an asset of the Debtor, disputed or undisputed, legal or equitable, absolute or contingent, that are already pending or that have accrued or are accruing to the Debtor or its respective, or that may be pursued derivatively by or on behalf of the Debtor or the Estate.

1.19. “Chapter 11 Case” means the bankruptcy case of the Debtor pending in the Bankruptcy Court and docketed as Case No. 15-04444 (JJT).

1.20. “Claim” means a “claim,” as such term is defined in § 101(5) of the Bankruptcy Code, whether or not filed or Scheduled in the Chapter 11 Case, and, except as otherwise provided in the context, means a claim against a Debtor or the Debtor’s Estate.

1.21. “Claim Objection Deadline” means the date that is **ninety (90) days after the Effective Date** or, if extended by the Bankruptcy Court at the request of the Plan Administrator, the subsequent date by which the Plan Administrator must file objections, if any, to Claims.

1.22. “Class” means a group of Claims or Interests as established under the Plan pursuant to §§ 1122 and 1123(a)(1) of the Bankruptcy Code.

1.23. “Collateral” means any property or interest in property, whether tangible, intangible or otherwise, pledged or granted by a Debtor to a creditor as security for a Secured Claim.

1.24. “Committee” means the Official Committee of Unsecured Creditors of the Debtor appointed by the United States Trustee in the Bankruptcy Case, pursuant to Section 1102 of the Bankruptcy Code, as such Committee may be reconstituted from time to time.

1.25. “Confirmation Hearing” means the hearing pursuant to Bankruptcy Rule 3020(b) at which the Bankruptcy Court considers confirmation of this Plan, as such hearing may be continued from time to time.

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

1.27. “Cramdown Plan” means this Plan if confirmed by the Bankruptcy Court pursuant to Section 1129(b) of the Bankruptcy Code.

1.28. “Creditor” means a “creditor,” as such term is defined in Section 101(10) of the Bankruptcy Code.

1.29. “De Minimus Distribution” means a distribution to be made in accordance with the terms of this Plan that is \$20.00 or less.

1.30. “Debtor” means Tri State Trucking Company, the debtor and debtor-in-possession.

1.31. “Disallowed Claim” means a Claim or any portion thereof that (i) has been disallowed by Final Order, (ii) is Scheduled as zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim or Administrative Claim Request has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or this Plan, (iii) is not Scheduled and as to which no Proof of Claim or Administrative Claim Request has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or this Plan, or (iv) has been withdrawn by the Holder thereof.

1.32. “Disbursing Account” means an account to be established for the purpose of holding all Cash that is required to fund costs and expenses incurred under this Plan from and after the Effective Date, Allowed Administrative Claims, Allowed Professional Claims, any other Allowed Claims, and proceeds of any Causes of Action from which the Plan Administrator shall pay expenses and make distributions under this Plan to Holders of Allowed Claims in accordance with the Plan. The **“Disbursing Agent”** shall be selected by the Committee in consultation with the Debtor, and such name shall be submitted to the Bankruptcy Court for approval.

1.33. “Disclosure Statement” means the disclosure statement (and any exhibits) that relates to this Plan, as approved by the Bankruptcy Court pursuant to § 1125 of the Bankruptcy Code and Bankruptcy Rule 3017, as such disclosure statement may be amended, modified, or supplemented from time to time.

1.34. “Disputed Claim” means (a) any Claim or portion of a Claim as to which an objection to the allowance thereof has been interposed as of the Claim Objection Deadline, which objection has not been withdrawn or overruled by Final Order, (b) any Claim for which a Proof of Claim is filed after any applicable Bar Date, or (c) any unliquidated Claim.

1.35. “Effective Date” means the first Business Day in the month after which the Confirmation Order becomes final and on which this Plan becomes effective as set forth in this Plan; provided however, that if any stay or injunction against enforcement or execution of the Confirmation Order is issued prior to the date that would otherwise be the Effective Date, the Effective Date shall be the first Business Day after all such stays or injunctions are no longer in effect.

1.36. “Entity” or “Entities” has the meaning set forth in Section 101(15) of the Bankruptcy Code.

1.37. “Estate” means the Debtor’s estate created by the commencement of the Chapter 11 Case pursuant to Section 541 of the Bankruptcy Code with respect to the Debtor.

1.38. “Executory Contract or Unexpired Lease” means a prepetition contract or lease to which the Debtor is a party that is subject to assumption, assumption and assignment or rejection under Section 365 of the Bankruptcy Code; and includes any modifications, amendments, addenda or supplements thereto or restatements thereof.

1.39. “Fee Application” means an application filed with the Bankruptcy Court in accordance with the Bankruptcy Code and Bankruptcy Rules for approval of compensation and/or reimbursement of out-of-pocket expenses in connection with a Professional Fee Claim.

1.40. “Final Decree” means the decree contemplated under Bankruptcy Rule 3022 closing the Chapter 11 Case after satisfaction of all obligations and duties under this Plan.

1.41. “Final Distribution Date” means the **twentieth (20th) Business Day** (or such later date as the Plan Administrator determines in his reasonable discretion) after the date on which (a) all Plan Assets (other than those Plan Assets abandoned by the Plan Administrator) have been liquidated and (b) all Disputed Claims that did not become Allowed Claims have been disallowed by Final Order of the Bankruptcy Court.

1.42. “Final Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, entered on the applicable docket, that has not been reversed, rescinded, stayed, modified, or amended, that is in full force and effect, and with respect to which: (a) the time to appeal, seek review or rehearing, or petition for certiorari has expired and no timely filed appeal or petition for review, rehearing, remand, or certiorari is pending; (b) any right to appeal, seek review or rehearing, or petition for certiorari has been waived in writing; or (c) any appeal taken or petition for certiorari filed has been resolved by the highest court to which the order or judgment was appealed or from which review, rehearing, or certiorari was sought. Notwithstanding and in lieu of the foregoing, with respect to the Confirmation Order, Final Order means only such order or judgment that has been entered on the docket and as to which no stay is in effect.

1.43. “General Bar Date” means September 9, 2016.

1.44. “General Unsecured Claim” means any unsecured Claim against the Estate, however arising, including from the rejection of an Executory Contract or an unexpired lease, but

which is not an Administrative Claim, Priority Tax Claim, Priority Unsecured Claim, Professional Fee Claim or Secured Claim.

1.45. “Holder” means the beneficial owner or owners of any Claim, Interest, or Administrative Claim, which, in the case of an investment company, shall be the investment company and not its stockholders, and which in the case of an insurance company, shall be the insurance company and not its insured. Where there are multiple legal or beneficial owners of any Claim, Interest or Administrative Claim, all such Entities collectively shall comprise a single Holder for purposes of this Plan.

1.46. “Impaired” means any holder of a Claim or Equity Interest whose legal, contractual or equitable rights are altered, modified or changed by the proposed treatment under the Plan.

1.47. “Interest” means, with respect to the Debtor, any “equity security,” as such term is defined in Section 101(16) of the Bankruptcy Code and shall also include, without limitation, all stock, partnership, membership interest, warrants, options, or other rights to purchase or acquire any shares of stock in the Debtor.

1.48. “Lien” means any mortgage, pledge, deed of trust, assessment, security interest, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, including any “lien” as defined in Section 101(37) of the Bankruptcy Code, or a conditional sale contract, title retention contract or other contract to give any of the foregoing.

1.49. “Person” has the meaning set forth in Section 101 of the Bankruptcy Code.

1.50. “Petition Date” means January 31, 2012.

1.51. “Plan” means this plan of liquidation and any and all Exhibits attached, or to be attached, hereto or referenced herein, as the same may be amended, modified or supplemented, including without limitation, any “Plan Supplement.”

1.52. “Plan Administrator” means the Person designated by the Committee, in consultation with the Debtor and subject to Court approval, prior to Confirmation to serve as the Plan Administrator under this Plan, as disclosed in the Supplemental Plan Documents.

1.53. “Plan Administrator Expense Reserve” means the amount, determined from time to time by the Plan Administrator, that the Plan Administrator estimates will be required to perform his or her duties and pay expenses in accordance with the Plan, including the fees and expenses of the professionals retained by the Plan Administrator, the cost to obtain and maintain any kind of insurance or indemnity policy for the Plan Administrator, the fees, costs and expenses of the Plan Administrator, any taxes, interest or penalties, payments, fees, charges or expenses of any kind that the Plan Administrator may incur pursuant to the Plan and the Plan Administrator Agreement and/or under applicable law or by order of the Bankruptcy Court.

1.54. “Plan Assets” means any and all remaining assets and property of the Debtor’s Estate in existence on the Effective Date, including, but not limited to, all of the Sale Proceeds, all Cash belonging to the Debtor, all Avoidance Actions and Causes of Action of the Debtor, all net

proceeds from the sale of the Real Property and any and all other property in which the Debtor has an interest, whether such interest is liquidated or unliquidated.

1.55. “Priority Tax Claim” means a Claim held by a governmental unit for a tax assessed or assessable against the Debtor, including income and employment taxes and any related penalties or interest, but only to the extent that such Claim is entitled to priority pursuant to Sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.56. “Priority Unsecured Claim” means an unsecured Claim entitled to priority under Section 507(a) of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim, but only to the extent that such Claim is entitled to priority pursuant to Section 507(a) of the Bankruptcy Code.

1.57. “Professional” means any Person employed by the Debtor or any Committee pursuant to a Final Order in accordance with § 327 and/or § 1103 of the Bankruptcy Code.

1.58. “Professional Fee Claim” means any Claims against the Debtor for fees and expenses incurred from the Petition Date through the Effective Date by any Professional that is filed on or before any applicable Bar Date for such Claims under Sections 328, 330(a), 331, 503 or 1103 of the Bankruptcy Code

1.59. “Proof of Claim” means a proof of Claim filed in the Chapter 11 Case pursuant to Section 501 of the Bankruptcy Code and/or pursuant to any order of the Bankruptcy Court, together with any and all supporting documents.

1.60. “Pro Rata” means in proportion to the total, so that, for example, the ratio of (a) the amount of consideration distributed on account of an Allowed Claim to (b) the amount of the Allowed Claim is the same as the ratio of (x) the consideration available for distribution on account of all Allowed Claims in the Class in which the Allowed Claim is included to (y) the amount of all Allowed Claims in that Class.

1.61. “Pro Rata Share” means a share which is Pro Rata.

1.62. “Real Property” means those certain parcels of real estate: (i) known as 2433 Williamson Road, Tioga County, Mansfield, Pennsylvania, consisting of approximately 7 acres of land with improvements; and (ii) known as 2917 S. Main Street, Tioga County, Mansfield, Pennsylvania; and (iii) known as 1072 Korb Road, Tioga County, Mansfield, Pennsylvania.

1.63. “Sale Motion” means that certain Motion filed by the Debtor for an Order approving the proposed sale of substantially all of the Debtor’s personal property assets free and clear of all liens, claims and encumbrances filed on July 26, 2016.

1.64. “Sale Order” means the Order of the Court dated August 31, 2016 approving the sale of substantially all of the Debtor’s Assets to Bidityup, Inc.

1.65. “Sale Proceeds” means the Cash and other consideration resulting from the sale of the Debtor’s Assets as described in the Stalking Horse Agreement and which was conveyed by the Debtor in connection with the closing under the Stalking Horse Agreement.

1.66. “Scheduled” means, with respect to any Claim, such Claim as listed on the Schedules.

1.67. “Schedules” means the schedules of assets and liabilities and the statement of financial affairs, as may be amended from time to time, filed by the Debtor with the Bankruptcy Court, pursuant to Section 521(a) of the Bankruptcy Code and Bankruptcy Rule 1007(b).

1.68. “Secured Claim” means a Claim for which Proof of Claim has been timely filed in the Chapter 11 Case, that is secured by a valid and unavoidable Lien on property in which the Estate has an interest, to the extent of the value of the Holder’s interest in the Estate’s interest in such property, or that is subject to recoupment or an unavoidable right of setoff under Section 553 of the Bankruptcy Code to the extent of the amount subject to recoupment or setoff, as applicable, as determined by the Bankruptcy Court pursuant to Sections 506(a), 553, and/or 1129(b)(2)(A)(i)(II), as applicable.

1.69. “Secured Creditor Carve Out” means the carve out set forth in the Sale Order totaling \$133,950.00 as a carve out for unsecured creditors in the within Case.

1.70. “Stalking Horse Agreement” means that certain Agreement of Sale dated July 20, 2016, between the Debtor and Bidityup, Inc. providing for a Stalking Horse purchase of substantially all of the Debtor’s Assets.

1.71. “Supplemental Plan Documents” means, collectively, any documents included (or to be included) in the supplemental appendices to the Plan, if any, and filed with the Bankruptcy Court at **least ten (10) days before the Confirmation Objection Deadline**.

1.72. “Tax” means (a) any net income, alternative or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, property, environmental or other tax, assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state or local taxing authority; or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other entity.

1.73. “Undeliverable Distribution” means a distribution that (i) is returned to the Plan Administrator by the U.S. Postal Service and marked as “Undeliverable,” or a similar notation indicating that the distribution could not be delivered to the Creditor at such address, or (ii) remains unclaimed or unnegotiated for a period of 90 days after the distribution is mailed or otherwise delivered to the Holder of an Allowed Claim entitled thereto.

1.74. “Unimpaired” means any holder of a claim or Equity Interest whose legal contractual or equitable rights are not altered, modified or damaged by the proposed treatment under the Plan.

1.75. “Unsecured Claims” means Claims that are not secured by a Lien on any assets or other Property of the Debtor that are not classified as Priority Tax Claims, Priority Unsecured

Claims or Professional Fee Claims, or otherwise classified under the Plan. Unsecured Claims shall include the unsecured or undersecured portions of any Allowed Secured Claims.

1.76. “U.S. Trustee” means the United States Trustee for Region 3.

1.77. “U.S. Trustee Fees” means the fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930.

1.78. “Voting Deadline” means the deadline for submitting Ballots to either accept or reject this Plan in accordance with Section 1126 of the Bankruptcy Code, that is specified in any of the Disclosure Statement, the Ballots or related solicitation documents approved by the Bankruptcy Court, or as set forth in an applicable Order of the Bankruptcy Court.

B. Rules of Interpretation and Computation of Time

1. Rules of Interpretation.

For purposes of this Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (b) unless otherwise provided in this Plan, any reference in this Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) any reference in this Plan to an existing document or Exhibit Filed or to be Filed means such document or Exhibit, as it may have been or may be amended, modified or supplemented pursuant to this Plan or the Confirmation Order; (d) any reference to an entity as a holder of a Claim or Equity Interest includes that entity’s successors or assigns; (e) all references in this Plan to Sections, Articles and Exhibits are references to Sections, Articles and Exhibits of or to this Plan; (f) the words “herein,” “hereunder” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (h) subject to the provisions of any contract, certificates of incorporation, bylaws, similar constituent documents, instrument, release or other agreement or document entered into or delivered in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules; and (i) the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply.

2. Computation of Time.

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

ARTICLE II - TREATMENT OF ADMINISTRATIVE CLAIMS, PROFESSIONAL FEE CLAIMS AND PRIORITY TAX CLAIMS

2.1 As provided in § 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified for the purposes of voting or receiving distributions under this Plan. All such Claims shall be treated separately as unclassified Claims by the terms set forth in this Article and the Plan. A Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and is classified in other Classes to the extent that any remainder of the Claim or Equity Interest qualifies within the description of such other Classes.

2.2 Administrative Claim

Unless the Holder of an Administrative Claim agrees to a different treatment of such Claim in writing, the Plan Administrator shall pay each Holder of an unpaid Allowed Administrative Claim the full amount thereof, without interest, as soon as reasonably practicable after the later of (i) **the Effective Date, or (ii) thirty (30) days after such Administrative Claim becomes an Allowed Claim.** Administrative Claims under this Section 2.1 shall not include Professional Fee Claims. Treatment of Professional Fee Claims is set forth in Section 2.2 below.

Certain Holders of Administrative Claims and the respective amounts of their Administrative Claims are identified in the Disclosure Statement. Any Holder of an Administrative Claim which is in an amount which differs from the amount identified in the Disclosure Statement must file an Administrative Claim Request with the Bankruptcy Court for allowance and payment of such Administrative Claim, on or before the applicable Administrative Claim Request Deadline; provided, however, that any such Administrative Claim Request shall not be noticed for a hearing by the claimant. Nothing contained herein extends the Administrative Claim Request Deadline.

Any Holder of an Administrative Claim that fails to comply in a timely manner with the Administrative Claim Request Deadline shall be forever barred from asserting such Claim against the Debtor, or any property of the Debtor and from sharing in any distribution under the Plan on account of such Administrative Claim, except to the extent set forth in the Disclosure Statement, if at all. Notwithstanding anything herein to the contrary, (i) the U.S. Trustee shall not be required to file any Administrative Claim Request for quarterly fees; (ii) the Debtor (if prior to or on the Effective Date) and the Plan Administrator (if after the Effective Date) may pay, without approval from the Bankruptcy Court, any expenses of administering the Estate in the ordinary course of business, that arise subsequent to the Effective Date with respect to administering the Estate.

2.3 Professional Fee Claims

(a) Any final application for allowance of a Professional Fee Claim for services rendered and costs incurred through the Effective Date must be filed with the Bankruptcy Court and served on counsel for the Debtor and counsel for the Committee at the

addresses listed in Article 12.16 of this Plan and on the U.S. Trustee **no later than thirty (30) days after the Effective Date**, or such Professional Fee Claim shall be forever barred and shall not be enforceable against the Debtor, its Estate and its successors and assigns, or its assets, unless the Plan Administrator agrees otherwise in its sole and absolute discretion.

(b) An Administrative Claim that is a Professional Fee Claim, and for which a fee application has been properly and as is necessary, filed pursuant to Section 2.2 of the Plan, shall become an Allowed Professional Fee Claim only to the extent allowed by a Final Order.

(c) Unless the Holder of a Professional Fee Claim agrees to a different treatment of such Claim in writing, any unpaid Professional Fee Claim shall be paid the full amount thereof, without interest, as soon as reasonably practicable after the later of (i) the Effective Date, or (ii) thirty (30) days after such Professional Fee Claim becomes an Allowed Claim pursuant to entry of an order of the Bankruptcy Court.

2.4 Priority Tax Claims

Except to the extent that the Holder of an Allowed Priority Tax Claim agrees to a different treatment, and pursuant to § 1129(a)(9) of the Bankruptcy Code, the Plan Administrator shall pay each Holder of an Allowed Priority Tax Claim in Cash, upon a sale of a parcel of Real Property, if the tax is a real estate tax and secured upon the Real Property. Otherwise, any Priority Tax Claims shall be paid as soon as reasonably practicable after the later of **(i) the Effective Date, or (ii) thirty (30) days after such Priority Tax Claim becomes an Allowed Claim**, together with interest thereon (if and only to the extent required) at the applicable statutory rate required for such Claim if such is a Real Property Tax. Otherwise, interest shall be paid at the rate of three percent (3%) per annum for all other Priority Tax Claim in this Chapter 11 Case. Holders of Allowed Priority Tax Claims will not be entitled to receive any payment on account of any penalty arising with respect to, or in connection with, such Claims, unless such penalty is for actual pecuniary loss. Any Claim for any such penalty, or demand for any such a penalty not related to actual pecuniary loss, will be deemed disallowed by confirmation of this Plan.

ARTICLE III – SUMMARY OF CLASSES AND GENERAL RULES

In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, and Priority Tax Claims, as described in Article II, have not been classified and, thus, are excluded from the Classes that follow. The table set forth below designates the Classes of Claims and Interests and specifies which of those are (i) Impaired or Unimpaired by this Plan, and (ii) entitled to vote to accept or reject this Plan in accordance with Section 1126 of the Bankruptcy Code or deemed to reject this Plan.

3.1 Summary

As required by the Bankruptcy Code, this Plan places Claims and Interests into various Classes according to their right to priority and other relative rights. Article III identifies the Classes of Claims and Interests and whether those Claims and Interests are Impaired. Article IV hereof explains how each Claim and Interest is classified and will be treated. The categories of Claims and Interests listed below classify Claims (except for Administrative Claims,

Professional Fee Claims, and Priority Tax Claims) and Interests for all purposes, including voting, confirmation, and distribution pursuant to this Plan.

3.2 Classification

Claims against the Debtor shall be classified as specified below (other than Administrative Claims and Priority Tax Claims, which shall be treated in accordance with Article II above). Consistent with Section 1122 of the Bankruptcy Code, a Claim or Interest is classified by the Plan in a particular Class only to the extent the Claim or Interest is within the description of the Class, and a Claim or Interest is classified in a different Class to the extent it is within the description of that different Class. The following classification of Claims and Interests shall Govern:

CLASS	DESCRIPTION	TREATMENT	ENTITLED TO VOTE	ESTIMATED AMOUNTS	ESTIMATED RECOVERY
1A	Secured Claims as set forth on Schedule 3.2A attached hereto and made a part hereof	Unimpaired.	No	\$0.00	100%
1B	Secured Claim of Christopher and Jennifer Lance, the Seller under an Installment Sales Agreement for the Property at 2917 S. Main Street, Mansfield, Tioga County, Pennsylvania	Impaired	Yes	\$500,000.00	100%
2	Unsecured Claims	Impaired.	Yes	\$3,120,000.00	9% to 33%
3	Equity Holders Interests	Impaired.	No	N/A	0%

3.3 General Rules of Classification

Generally, a Claim is classified in a particular Class for voting and distribution purposes only to the extent the Claim has not been paid, released, or otherwise satisfied and qualifies within the description of that Class, and is classified in another Class or Classes to the extent any remainder of the Claim qualifies within the description of such other Class or Classes except as expressly provided. For voting and distribution purposes, a Holder of more than one Claim in a Class shall be deemed to have a single Claim in such Class.

ARTICLE IV – CLASSIFICATION OF CLAIMS AND INTERESTS AND TREATMENT THEREOF

4.1 Secured Claim (Class 1)

A. Class 1A consists of all of the Secured Claims of creditors as set forth on Schedule 3.2A which attached hereto. Under the Sale Order, such Secured Creditors having a lien on Debtor's personal property (the "Sale Secured Creditors") have been paid. Such Sale Secured Creditors are to receive nothing more under this Plan on account of a Secured Claim. Class 1A is Unimpaired. Further, pursuant to paragraph 7 of the Sale Order, any such Sale Secured Creditor reserves the right to assert an unsecured deficiency Claim in the Case, subject to the Bar Date.

B. Christopher and Jennifer Lance, the installment sellers of the Real Property (“Lance”) at 2917 S. Main Street, Mansfield, Tioga County, Pennsylvania (the “Headquarters Property”) is not paid in full. Lance shall be paid their allowed, Secured Class 1B Claim in full upon the sale of the Headquarters Property. Class 1B is Impaired.

4.2 Unsecured Claims (Class 2)

Class 2 consists of all Unsecured Claims.

The Holders of all Allowed Class 2 Unsecured Claims shall receive (a) periodic distributions of Cash allocable to Class 2 under the Plan on a Pro Rata Basis, at the discretion of the Plan Administrator, and (b) to the extent Cash is available, a final distribution within sixty (60) days after all of the Plan Assets, including Causes of Action, have been completely liquidated and all other activities of the Plan Administrator have concluded. Notwithstanding the foregoing, the Holder of an Allowed Class 2 Claim may receive such other less favorable treatment as may be agreed to by the Holder of such Claim and the Plan Administrator.

Holders of Class 2 Unsecured Claims are Impaired and are entitled to vote to accept or reject the Plan. The Plan Proponents estimate that on the Effective Date, the Allowed amount of Class 2 Unsecured Claims will aggregate approximately \$3,116,609.24. This amount could be \$4,600,000.00 if the Spartan Mat Claim and other Claims are allowed. The exact amount cannot yet be determined.

4.3 Equity Holders Interests (Class 3)

Class 3 consists of the Interests in the Debtor. On the Effective Date, each Holder of a Class 3 Interest shall not be entitled to, and shall not receive or retain, any property or Interest in property on account of such Class 3 Interest. All Class 3 Equity Interests shall be cancelled as of the Effective Date and of no further force or effect, and all Claims filed on account of Equity Interests shall be deemed disallowed by operation of the Plan. Accordingly, Class 3 is Impaired and the holders of Class 3 Interests shall be deemed to have rejected the Plan. Consequently, the holders of Allowed Class 3 Interests are not entitled to vote to accept or reject the Plan.

ARTICLE V - ACCEPTANCE OR REJECTION OF PLAN

5.1 Voting of Claims

Each Holder of an Allowed Claim classified in Classes 1B and 2 (and only such Holders) shall be entitled to vote to accept or reject this Plan.

5.2 Acceptance by a Class

Consistent with Section 1126(c) of the Bankruptcy Code and except as provided for in Section 1126(e) of the Bankruptcy Code, Holders of Allowed Claims classified in Class 1B and Class 2 shall have accepted this Plan if it is accepted by at least two-thirds in dollar amount, and more than one half in number, of the Holders of Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan.

5.3 Presumed Acceptance of Plan

Pursuant to Section 1126(f) of the Bankruptcy Code, Class 1A is Unimpaired under the Plan and is conclusively presumed to have accepted the Plan.

5.4 Presumed Rejection of Plan

In accordance with Section 1126(g) of the Bankruptcy Code, Class 3 will receive no distribution under the Plan and is conclusively presumed to have rejected the Plan.

ARTICLE VI - IMPLEMENTATION OF THE PLAN

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

6.1 Section 363 Sale of Assets Free and Clear of Liens

On July 26, 2016, the Debtor filed the Motion to Sell. On or about August 31, 2016, the Bankruptcy Court entered the Sale Order approving the sale of the Debtor's assets pursuant to the terms of the Sale Motion. Distributions have been made pursuant to the Sale Order. The Debtor's Real Property remains in the estate. To the extent not sold prior to the Effective Date, the Plan Administrator shall sell such Real Property and add the net proceeds thereof to the Plan Assets to be distributed in accordance with this Plan. The Debtor also owns a 2012 Dodge Pickup Truck. (the "Vehicle"). To the extent that such Vehicle has not been sold prior to the Effective Date, the Plan Administrator will sell such Vehicle and the net proceeds of such sale shall be added to the Plan Assets. The proceeds of the Debtor's sale pursuant to the Sale Order, and from the sale of the Debtor's Real Property and the Vehicle shall herein constitute the "Sale Proceeds". To effectuate the distribution of the Debtor's Assets to its Creditors after the completion of the sale, the Plan provides for the appointment of a Plan Administrator on the Effective Date. The Sale Proceeds shall be the primary source of funding for this Plan.

6.2 Causes of Action

(a) Before the Effective Date, the Debtor and/or the Committee may file and prosecute any or all Causes of Action of the Debtor, and the Debtor and/or the Committee may settle any Causes of Action with Bankruptcy Court approval. On the Effective Date, all remaining Causes of Action, whether filed or unfiled, shall be deemed transferred to the Plan Administrator and may thereafter be prosecuted, settled, or abandoned without Bankruptcy Court approval by the Plan Administrator. Notwithstanding anything to the contrary herein, no distribution shall be made to the Holder of any Claim, including by way of setoff or recoupment by such Claimant, if the Debtor, the Committee or the Plan Administrator has taken action to recover, or given notice to the applicable party of intent to take such action, on a Cause of Action against the Holder of such Claim (or the direct or indirect transferor to, or transferee of, such Holder), until such Cause of Action is resolved by Final Order or otherwise in accordance with

the Plan. Prosecution and settlement of such claims, rights, defenses, and Causes of Action shall be the responsibility of the Plan Administrator exclusively, pursuant to the provisions of the Plan. The Plan Administrator shall or shall not pursue those claims, rights, defenses, and Causes of Action, as appropriate, in accordance with the Plan Administrator's commercially reasonable judgment.

(b) Any compromise or settlement of a Cause of Action by the Debtor and/or the Committee before the Effective Date shall be subject to approval of the Bankruptcy Court. After the Effective Date, the Plan Administrator shall not be required to (but may, in his or her sole discretion) seek approval of the Bankruptcy Court to commence, pursue, prosecute, settle, compromise, or abandon any Causes of Action.

6.3 Funding of the Plan

Distributions of Cash to be made pursuant to the Plan may be funded by the Plan Assets, including the Sale Proceeds and proceeds of any Causes of Action. Prior to any transfer to the Plan Administrator of the Plan Assets, including, but not limited to, the Debtor's cash existing as of the Effective Date, funds shall be set aside for payment of any remaining Professional Claims not paid as of the Effective Date. In addition, funds should be set aside for payment of any additional fees of the Debtor's professionals after the Effective Date, which funds shall be in the amount of \$10,000.00. Such professionals shall include Debtor's counsel, any accountants necessary to effectuate final tax returns as may be necessary and other reporting, and the professionals of the Official Committee of Unsecured Creditors. Such sum shall hereinafter be the "Plan Professional Fund".

6.4 Non-Cash Property

All non-Cash Plan Assets, including the Real Property, shall be deemed transferred to the Plan Administrator on the Effective Date, and thereafter may be transferred, sold, or otherwise liquidated or, if with respect to Plan Assets that, in the judgment of the Plan Administrator, are of inconsequential value or to satisfy an Allowed Secured Claim in Classes 1, 2 or 3, abandoned in any commercially reasonable manner, including but not limited to one or more charitable organizations designated by the Plan Administrator, without further order of the Bankruptcy Court. Notice of such sale, transfer, liquidation, or abandonment shall be provided to the Holders, if any, of Secured Claims asserting Liens on such Plan Assets or property. Except in the case of willful misconduct or recklessness, no party in interest shall have a Cause of Action against the Debtor, the Committee, or their respective members, employees, consultants, managers, agents, representatives, attorneys, accountants, advisors, financial advisors, or Professionals (in such capacity), arising from or related to: (a) the disposition of non-Cash Plan Assets or property in accordance with this Plan; or (b) the investment of any proceeds thereof by the Plan Administrator.

6.5 Withdrawal of the Plan

The Plan Proponents reserve the right to revoke and withdraw, or to modify, the Plan in accordance with Sections 10.2 and 12.1 hereof at any time before the Effective Date. If the Plan Proponents revoke or withdraws the Plan, (a) nothing contained in the Plan shall be deemed to

constitute a waiver or release of any claims by or against the Debtor or its Estate or to prejudice in any manner the rights of the Debtor or any Person in any further proceeding; and (b) the result shall be the same as if the Confirmation Order were not entered, the Plan were not filed, and the Effective Date had not occurred.

6.6 Preservation of Insurance Policies

Nothing in the Plan, including any releases, shall diminish or impair the enforceability of any insurance policies that may cover any Claim against the Debtor or any other Person as of the Effective Date.

6.7 Plan Administrator

(a) Appointment of the Plan Administrator. As of the Effective Date, the Plan Administrator shall be vested with full legal power, capacity and authority, and shall be directed to administer, collect and liquidate the Plan Assets, including the Real Property. The Plan Administrator shall be a Person designated by the Committee under the Plan and Plan Administrator Agreement and approved by the Bankruptcy Court without bond, unless otherwise ordered by the Bankruptcy Court.

(b) Powers of the Plan Administrator. The Plan Administrator shall be deemed to be a judicial substitute for the Debtor as the party-in-interest in this Bankruptcy Case, under the Plan or in any judicial proceeding or appeal to which the Debtor is a party, consistent with Section 1123 (b)(3)(B) of the Bankruptcy Code, and is appointed as the representative of the Debtor for all purposes set forth in this Plan, including for the retention and enforcement of all claims and rights, known and unknown, which arose prior to the Confirmation Date. On the Effective Date, all officers, directors and employees of the Debtor shall be deemed to have resigned and shall be fully discharged from their responsibilities and duties as officers, directors and/or employees of the Debtor. In general, and subject to the protective provisions in the Plan, the Plan Administrator shall act for the Debtor as its sole shareholder, sole officer, and sole director with full authority to act on behalf of the Debtor in a fiduciary capacity as applicable to such positions.

(c) Authorization. The Plan Administrator shall be empowered and solely authorized to, among other things: (a) collect and liquidate the Plan Assets; (b) make the distributions required under the Plan; (c) pursue, in accordance with his or her reasonable business judgment, Causes of Action; (d) retain and/or employ professionals; (e) exercise all power and authority that may be exercised by the sole shareholder, sole officer, and sole director of the Debtor with like effect as if authorized, exercised and taken by unanimous consent of the shareholders and directors including, without limitation, amending the Debtor's organizational documents or dissolving the Debtor; ; (f) prosecute Causes of Action; (g) calculate and implement all distributions to be made under this Plan to Creditors holding Allowed Claims; (h) market, sell, lease or otherwise dispose of or realize the value of all Plan Assets, including the Real Property; (i) file all required tax returns and pay taxes and all other obligations on behalf of the Debtor; (j) file required operating reports; or (k) take all other actions required under the Plan to complete the liquidation, dissolution and wind-up of the Debtor in accordance with applicable non-bankruptcy law and the Plan. The Plan Administrator as well as other parties in interest,

shall also be authorized to pursue objections to, and estimations and settlements of, Claims. The Plan Administrator may serve as the Disbursing Agent under the Plan. The Plan Administrator may also be authorized and directed to review, object to, prosecute, negotiate, settle or otherwise compromise any Claims and any Causes of Action, in each case in accordance with Bankruptcy Rule 9019. The powers granted to the Plan Administrator shall be exercisable without further approval of the Bankruptcy Court.

(d) Compensation of the Plan Administrator and the Plan Administrator's Professionals. The Plan Administrator shall be reasonably compensated for the services rendered. The Plan Administrator may compensate professionals retained by the Plan Administrator at the rates agreed upon by and between the Plan Administrator and such retained professionals without further order of the Bankruptcy Court. The Plan Administrator shall maintain appropriate reserves to fund pre-confirmation administrative expenses, post-confirmation administrative expenses, and operating expenses during the implementation of the Plan. Such reserves shall be established in consultation with the Debtor, the Committee, the Debtor's Professionals, and the Committee's Professionals.

(e) Execution of Documents. The Debtor (or the Plan Administrator on behalf of the Debtor) may execute any and all documents and instruments necessary to effectuate the provisions of the Plan.

~~(f) Standard of Care and Exculpation. The Plan Administrator, his/her professionals and his employees shall not be personally liable to the Debtor, the Estate or to the holder of any Claim or Interest, or to any other Person, except for such of his, her or their own acts that constitute willful misconduct, gross negligence or fraud. Except for the aforesaid, the Plan Administrator is exonerated, held harmless and indemnified by the Debtor and the Estate (and may, but is not required to, maintain insurance for the purpose of such indemnification), as set forth in a Plan Administrator Agreement.~~

6.8 Distribution Provisions Related to Class 2 Distributions

All of the Debtor's Cash on the Effective Date, (after the set aside of the Plan Professional Fund) shall be transferred to the Disbursing Account by the Plan Administrator. Only the Plan Administrator will have access to the Disbursing Account. Only the Plan Administrator will have check-writing authority from the Disbursing Account.

6.9 Resignation, Death, or Removal of the Plan Administrator

The Plan Administrator may resign at any time upon 30 days' written notice by filing a notice of resignation with the Bankruptcy Court. For cause, the Bankruptcy Court may remove or replace the Plan Administrator. In the event that the Person serving as Plan Administrator resigns, dies, or is removed from that office before the affairs of the Plan Administrator and/or the Debtor are fully wound up, the Bankruptcy Court shall appoint a new Person to serve as Plan Administrator under such terms as the Bankruptcy Court deems appropriate. No successor Plan Administrator shall in any event have any liability or responsibility for the acts or omissions of his or her predecessors. Every successor Plan Administrator shall execute, acknowledge, and file with the Bankruptcy Court a notice of such appointment hereunder, and thereupon such successor

Plan Administrator, without any further act other than as provided in the Agreement, shall become fully vested with all of the rights, powers, duties, and obligations of the office of Plan Administrator.

ARTICLE VII – DISTRIBUTIONS

7.1 Objections to and Estimation of Claims

In place of the Debtor, the Plan Administrator may attempt to resolve consensually any disputes regarding the existence, validity, priority, security, or amount of any Claim. After the Effective Date, the Plan Administrator may object to the allowance of any Claim and may file with the Bankruptcy Court any other appropriate motion or adversary proceeding with respect thereto. All such objections may be litigated to Final Order; provided, however, that the Plan Administrator may compromise and settle with or without the approval of the Bankruptcy Court, withdraw, or resolve by any other method approved by the Bankruptcy Court any objections to any Claim.

In addition, after the Effective Date, the Plan Administrator, or the Debtor prior to the Effective Date, may, at any time, request that the Bankruptcy Court estimate, pursuant to Section 502(c) of the Bankruptcy Code, any Claim that is disputed, contingent, or unliquidated, regardless of whether the Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during Causes of Action concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, the amount of such estimation will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Plan Administrator may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned Claims objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another. Any Claim may be estimated and thereafter resolved by any mechanism permitted under the Bankruptcy Code or the Plan.

7.2 Claims Filed After Objection Deadline

Any Claim (other than a Professional Fee Claim) not otherwise an Allowed Claim arising from, or evidenced by, a Proof of Claim or application filed after any deadline imposed by the Bankruptcy Court or the Plan (or if none, after the Confirmation Date) shall be deemed a Disallowed Claim without further order of the Bankruptcy Court, but the Plan Administrator shall be permitted, in his or her sole discretion, to object to allowance of such Claim and seek an Order disallowing it. The Holder of a Claim may seek allowance of a Disallowed Claim described in this section, but the Plan Administrator shall withhold a full or partial reserve of Cash with respect to such Disallowed Claim until the Plan Administrator receives actual notice that it has become an Allowed or Disallowed Claim. Any disbursement of Plan Assets by the Plan Administrator, including but not limited to any distribution, shall not be affected by the reversal or modification of the Allowance of a Claim on appeal to the extent such Distribution

was received by the transferee in good faith, regardless of whether the transferor knew of the pendency of the appeal.

7.3 Transmittal of Distributions and Notices

(a) Any property or notice which a Person is or becomes entitled to receive pursuant to the Plan may be delivered by first-class mail, postage prepaid, in an envelope addressed to that Person or authorized agent at the address indicated on the latest notice of appearance or the latest Proof of Claim or other paper filed by that Person or its authorized agent. Absent any of the foregoing, the address set forth in the relevant Schedule for that Person may be used. Property or notices distributed in accordance with this section shall be deemed delivered to such Person regardless of whether such property is actually received by that Person, subject to the Court ordering otherwise.

(b) A Holder of a Claim or Interest may designate a different address for notices and distributions by notifying the Debtor and Committee (before the Effective Date) or the Plan Administrator (after the Effective Date) of that address in writing. Such notification shall be effective upon the Plan Administrator's actual notice of same.

7.4 Undeliverable Distributions

In the event any distribution on any Allowed Claim becomes an Undeliverable Distribution, the Holder shall no longer be entitled to that distribution or any later distributions except as otherwise ordered by the Bankruptcy Court. All right, title, and interest in and to Undeliverable Distributions shall immediately vest in the Plan Administrator, subject, however, to the Plan Administrator's sole discretion to distribute Undeliverable Distributions to Holders entitled thereto if such Holders are subsequently located.

7.5 Withholding Taxes and Expenses of Distribution

Any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions. All Persons holding Claims shall be required to provide any information necessary to effect the withholding of such taxes, and the Plan Administrator shall be authorized to withhold distributions on such Claims until the requisite information is received. If such information is not received within ninety (90) days after the relevant distribution date, any distributions to the Holders of such Claims shall be retained by the Plan Administrator as an Undeliverable Distribution. In addition, all distributions under the Plan shall be net of the actual and reasonable costs of making such distributions and of any allocable fees or other charges relating thereto.

7.6 Disputed Payment

If any dispute arises as to the identity of a Holder of an Allowed Claim who is to receive any distribution, the Plan Administrator may, in lieu of making such distribution, hold such distribution in escrow or deposit such distribution into the registry of the Bankruptcy Court, until

the disposition thereof shall be determined by Bankruptcy Court order or by written agreement among the interested parties to such dispute.

7.7 Distribution Record Date

After entry of the Confirmation Order, the right of the Holder of a Claim to transfer such Claim to another Person with the intention of receiving any distribution on account of thereof shall terminate, and the Plan Administrator shall not be required to (but in its sole and absolute discretion may) give effect to any purported transfer(s) that become effective thereafter for purposes of any distributions made under this Plan.

7.8 Setoffs

Except as otherwise provided in the Plan, the Confirmation Order, or in agreements previously approved by Final Order of the Bankruptcy Court, the Debtor or the Plan Administrator may, pursuant to applicable law, set off against any Claim (for purposes of determining the Allowed amount of such Claim on which a distribution shall be made and before any distribution is made on account of such Claim) any and all of the claims, rights, and Causes of Action of any nature that the Debtor or the Estate may hold against the Holder of such Claim. Any and all rights of setoff of the Debtor are hereby preserved and shall be transferred and assigned to the Plan Administrator and be enforceable by the Plan Administrator in the same manner and to the same extent that the Debtor could have exercised such rights of setoff.

Except as otherwise agreed or provided in the Plan, neither the failure to effect a setoff, the allowance of any Claim hereunder, any other action or omission of the Debtor or the Plan Administrator, nor any provision of this Plan or the Confirmation Order shall constitute a waiver or release by the Debtor or the Plan Administrator of any such claims, rights, and causes of action that the Debtor or the Plan Administrator may assert against the Holder thereof. To the extent that the Debtor or the Plan Administrator fails to set off against a Creditor's Claim and seek to collect a claim from such Creditor after making a distribution to such Creditor pursuant to the Plan, the Debtor or the Plan Administrator, if successful in asserting such claim, shall be entitled to full recovery against such Creditor. The Plan Administrator may seek periodic Bankruptcy Court approval for any such setoff or setoffs.

7.9 Distribution Provisions

(a) **Method of Cash Distributions.** Any Cash payment to be made pursuant to the Plan will be in U.S. dollars (except as otherwise agreed with any respective transferee) and may be made by draft, check, wire transfer, or as otherwise required or provided in any relevant agreement or applicable law.

(b) **Distributions on Non-Business Days.** Any payment or distribution due on a day other than a Business Day shall be deemed timely if made on the next Business Day.

(c) **No Distribution in Excess of Allowed Amount of Claim.** Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim shall receive in respect of such

Claim any distribution of Cash in excess of the Allowed amount set forth in this Plan. Except as otherwise expressly provided herein, no Claim (other than an Allowed Secured Claim) shall be Allowed, nor distribution made, to the extent that it is for interest accruing after the Petition Date.

(d) **Minimum Distributions.** If the total distribution of Cash to be made to the Holder of an Allowed Claim would be \$20.00 or less in the aggregate under the Plan, then notwithstanding any contrary provision of this Plan, the Plan Administrator, in his sole discretion, may consider such a distribution a De Minimus Distribution. If the Plan Administrator elects to make such single payment, said payment will be in full and final payment of such Allowed Claim hereunder.

(e) **Fractional Payments.** No payment of fractions of a dollar shall be made by the Plan Administrator. If fractional payments or distributions would otherwise be called for, the actual payment shall be rounded to the nearest dollar.

ARTICLE VIII - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1 Rejection of Executory Contracts and Unexpired Leases

On the Confirmation Date, any prepetition Executory Contracts, except for the Sales Agreement between the Debtor and Lance, insurance contracts and unexpired leases of the Estate that were not previously rejected by an Order of the Bankruptcy Court or by operation of the Bankruptcy Code without such an order shall be rejected by the Debtor under Sections 365 and 1123 of the Bankruptcy Code. The treatment of the Sales Agreement between the Debtor and Lance is set forth in Section 4.1 of the Plan. Notwithstanding anything in this Plan to the contrary, no Executory Contract or unexpired lease shall be deemed assumed or rejected pursuant to the terms of this Article VIII if the Effective Date fails to occur for any reason. Any and all Claims solely arising from the rejection of any executory contract under this Plan shall be filed within **thirty (30) days of the Effective Date of the Plan** or any such Claims shall be forever barred. Nothing contained herein shall be deemed to reject any contract of insurance which may be in effect and is not terminated on its own accord. All such contract of insurance are assumed.

ARTICLE IX - EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

9.1 Exculpation, and Related Injunction

(a) **Satisfaction of Claims and Interests in the Debtor.** The treatment to be provided for respective Allowed Claims against or Interests in the Debtor pursuant to the Plan shall be in full satisfaction, settlement, and release of such respective Claims and Interests. Except as otherwise expressly provided for herein, any claims of the Debtor or the Estate against the Holders of any Allowed Claims or Interests shall not be deemed compromised and are expressly preserved upon confirmation of the Plan.

(b) Injunction.

(1) Notwithstanding anything else in this Plan, pursuant to Section 1141 of the Bankruptcy Code, the Debtor is not receiving a discharge.

(2) All creditors of the Debtor, including contingent and disputed Claims which are not otherwise Allowed Claims, are limited to the treatment provided by this Plan and the Code for all Claim holders and equity holders. Further, as of the Effective Date, this Plan shall act as an injunction against and shall enjoin all holders of a debt held by a Claim holder, whether or not (i) a proof of Claim based on such debt is filed or deemed filed under Section 501 of the Code; (ii) such Claim is allowed under Section 502 of the Code; or (iii) the holder of such Claim has accepted the Plan; from seeking payment of such Claim from the assets to be distributed pursuant to the Plan, other than as set forth in this Plan. The remedy for the breach of a provision of this Plan (including non-payment) shall be an action in this Bankruptcy Court. The automatic stay shall remain in effect as to any action against the Debtor (except as provided in any Order of the Bankruptcy Court granting relief from the automatic stay) through the Effective Date, when it is replaced by the injunction in this Section of the Plan. Claim holders are limited to the remedies set forth herein, under the Code and under applicable law. In the event that any Claim holder believes that a Claim has not been paid as required under the Plan, such Claim holder is limited to remedies as provided under the Bankruptcy Code. Notwithstanding anything in the Plan to the contrary, the Debtor shall not receive a discharge.

~~Except as otherwise provided in the Plan or the Confirmation Order, on and after the Effective Date, all Entities who have held, currently hold or may hold a debt, Claim or Interest paid pursuant to the terms of the Plan are permanently enjoined from taking any of the following actions on account of any such debt, Claim or Interest: (i) except for an action in the Court, commencing or continuing in any manner any action or other proceeding against the Debtor, or the Debtor's respective assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against the Debtor, and its successors or its respective assets or properties; (iii) creating, perfecting, or enforcing any Lien or encumbrance against the Debtor, Plan Administrator, and their successors or their respective assets or properties; (iv) except as allowed by this Plan, or an appropriate action in the Court, asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due to the Debtor and its successors or their respective assets or properties; and (v) commencing or continuing, any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Any Entity injured by any willful violation of such injunction may recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages from the willful violator.~~

(c) **Indemnification.** Notwithstanding anything to the contrary in this Plan, the Debtor's obligations to indemnify Persons who served during the Chapter 11 Case as the Debtor's members, employees, and Professionals existing under applicable non-bankruptcy law (whether arising under contract, bylaw, or articles of organization) with respect to all present and future actions, suits, and proceedings against any of such

indemnified Persons, based upon any act or omission related to service with, for, or on behalf of the Debtor at any time during the period from the Petition Date through the Effective Date (including but not limited to acting as employee benefit plan fiduciaries or employee benefit administrative trustees), in all cases net of applicable insurance proceeds, other than for acts constituting willful misconduct or gross negligence, shall not be released.

(d) Exculpation. As of the Effective Date, neither the Debtor, the Committee, the members of the Committee, the Debtor's Professionals nor the Committee's Professionals, each in their respective capacities as such, will have or incur any liability to any Person for any act taken or omission occurring on or after the Petition Date and before the Effective Date in connection with or related to the Case, including but not limited to: (i) the Debtor's consent to the entry of an order for bankruptcy relief under Chapter 11 of the Bankruptcy Code, (ii) the administration of the Chapter 11 Case, (iii) the operation of the Debtor's business during the pendency of the Chapter 11 Case, (iv) the formulating, preparing, disseminating, implementing, confirming, consummating, and administering of the Plan (including soliciting acceptances or rejections thereof), (v) the submission of and statements made in, the Disclosure Statement or any contract, instrument, release, or other agreement or document entered into, or any action taken or omitted to be taken in connection with the Plan, and (vi) any distributions made pursuant to the Plan, except for acts constituting willful misconduct or gross negligence, and in all respects such parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. The entry of the Confirmation Order shall constitute a determination by the Bankruptcy Court that Persons or Entities covered under this section of the Plan have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, pursuant to, among other provisions of law, Sections 1125(e) and 1129(a)(3) of the Bankruptcy Code, with respect to the foregoing.

ARTICLE X - CONDITIONS TO CONFIRMATION AND CONSUMMATION

10.1 Conditions to Consummation

The Effective Date shall occur after agreement between the Committee and the Debtor that all conditions to the occurrence of the Effective Date have been satisfied and upon the Debtor's filing of an appropriate notice with the Bankruptcy Court in the Chapter 11 Case, although such notice may be filed after the Effective Date and relate back to the Effective Date retroactively. This Plan may not be consummated, and the Effective Date shall not occur, unless and until each of the conditions set forth below is satisfied, except as any such condition(s) shall be waived by the Debtor and the Committee jointly in their sole discretion.

- (a) The Confirmation Order shall have been entered by the Bankruptcy Court;
- (b) The Plan Administrator is appointed; and

(c) The Disbursing Account shall have been created in accordance with the terms of the Plan.

10.2 Effect of Non-Occurrence of the Conditions to Consummation

After entry of the Confirmation Order, if one or more of the conditions to consummation has not been satisfied and the Debtor and the Committee jointly determine that it is not possible or not likely that such condition(s) will be satisfied, the Confirmation Order may be vacated by the Bankruptcy Court. If the Confirmation Order is vacated, the Plan shall be null and void in all respects, and nothing contained in the Plan shall constitute a waiver or release of any Claims by or against, or Interests in, the Debtor.

ARTICLE XI - RETENTION OF JURISDICTION

11.1 Retention of Jurisdiction

Notwithstanding confirmation of the Plan or occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction to the extent the Bankruptcy Court had jurisdiction immediately prior to the Confirmation Date (or to the extent that the Bankruptcy Court subsequently acquires jurisdiction), including but not limited to, for the following purposes:

(a) To determine the allowance, classification, or priority of Claims upon objection by the Debtor, the Committee, or the Plan Administrator, or any other party in interest entitled to file an objection, and the validity, extent, priority, and avoidance of Liens;

(b) To issue injunctions, take such other actions, or make such other orders as may be necessary or appropriate to restrain interference with the Plan, its execution, or implementation by any Person, to construe and to take any other action to enforce and execute the Plan, the Confirmation Order, or any other order of the Bankruptcy Court, to issue such orders as may be necessary for the implementation, execution, performance, and consummation of the Plan and all matters referred to herein, and to determine all matters that may be pending before the Bankruptcy Court in the Chapter 11 Case on or before the Effective Date;

(c) To protect the property of the Estate, including Causes of Action, from claims against, or interference with, such property, including but not limited to actions to quiet or otherwise clear title to such property or to resolve any dispute concerning Liens on any property of the Estate;

(d) To determine any and all applications for allowance of Professional Fee Claims;

(e) To determine the validity, priority, amount, avoidance, and/or classification of any Priority Tax Claims, Administrative Claims, any other request for payment of Claims or expenses entitled to priority under Section 507(a) of the Bankruptcy Code;

(f) To approve, or to resolve any dispute related to, the making of distributions hereunder including but not limited to any reserves required;

(g) To determine any and all motions related to the rejection, assumption, and/or assignment of Executory Contracts or unexpired leases, or to determine any motion to reject an Executory Contract or unexpired lease pursuant to Article VIII of the Plan;

(h) To determine all applications, motions, adversary proceedings, contested matters, actions, and any other litigated matters instituted in the Chapter 11 Case, including any remands;

(i) To modify the Plan under Section 1127 of the Bankruptcy Code, remedy any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order so as to carry out their intent and purpose;

(j) To issue orders in aid of consummation of the Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Person, to the fullest extent authorized by the Bankruptcy Code;

(k) To determine any and all proceedings to set aside Liens or to recover any transfers, assets, properties, or damages to which the Debtor (and after the Effective Date, the Plan Administrator) may be entitled under applicable provisions of the Plan, the Bankruptcy Code, or any other federal, state, or local laws;

(l) To determine any tax liability pursuant to Section 505 of the Bankruptcy Code;

(m) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated;

(n) To resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Case, the applicable Bar Date, the hearing to consider approval of the Disclosure Statement, or the Confirmation Hearing, or for any other noticing purpose relating to the Chapter 11 Case;

(o) To hear and adjudicate Causes of Action and Chapter 5 Claims;

(p) To resolve any disputes concerning, and to enforce any release, waiver, discharge, or exculpation hereunder or any injunction against acts, employment of process, or actions arising hereunder;

(q) To determine the validity, priority, amount, and/or classification of any Claim or Interest, and/or the existence, extent, priority, avoidance and/or adequacy of perfection of any Lien securing such Claim or Interest;

(r) To approve any settlement entered into or offset exercised by the Plan Administrator in connection with allowance of, or distribution on account of, any Claim or Interest, to the extent required hereunder or to the extent that the Plan Administrator determines in its sole discretion that approval is appropriate or advisable under the circumstances;

(s) To enter a Final Order closing the Chapter 11 Case; and

(t) To determine such other matters, and for such other purposes, as may be provided in the Confirmation Order, or as may be authorized under the Bankruptcy Code, including but not limited to Section 105(a) thereof.

11.2 Retention of Jurisdiction Does Not Limit Plan Administrator's Powers

Notwithstanding any of the foregoing provisions for the Bankruptcy Court's retention of jurisdiction, any right, privilege, or power of the Debtor or the Plan Administrator shall not require approval of the Bankruptcy Court except to the extent required under the Plan, but the Debtor or the Plan Administrator may apply to the Bankruptcy Court for approval, instructions, or clarification regardless of whether specified therein.

ARTICLE XII - ADMINISTRATIVE PROVISIONS

12.1 Amendments

(a) **Pre-Confirmation Amendment.** The Debtor, with the approval of the Committee, may modify the Plan at any time prior to the entry of the Confirmation Order, provided that the Plan, as modified, and the Disclosure Statement meet any applicable requirements under the Bankruptcy Code.

(b) **Post-Confirmation Amendment Not Requiring Re-Solicitation.** After the entry of the Confirmation Order, but before substantial consummation of the Plan, the Plan Administrator may modify the Plan to remedy any defect or omission or to reconcile any inconsistencies in the Plan or in the Confirmation Order, as may be necessary to carry out the purposes and effects of the Plan, provided that such modification shall not materially and adversely affect the interests, rights, or treatment of any Allowed Claims or Interests under the Plan, and provided further that the Plan may not be modified such that it fails to meet the requirements of Sections 1122 and 1123 of the Bankruptcy Code.

(c) **Post-Confirmation/Pre-Consummation Amendment Requiring Re-Solicitation.** After the Confirmation Date and before substantial consummation of the Plan, the Plan may be modified in a way that materially or adversely affects the interests, rights, or treatment of Allowed Claims or Interests, provided that: (i) the Plan, as modified, meets any applicable requirements under the Bankruptcy Code; (ii) the Debtor or the Committee shall obtain Bankruptcy Court approval for such modification, after notice and a hearing; (iii) such modification is accepted by at least two-thirds in amount, and more than one-half in number, of Allowed Claims or Interests voting (and entitled to vote) in each Class affected by such modification; and (iv) the Debtor or the Committee shall comply with the provisions of the Bankruptcy Code, including Section 1125 of the Bankruptcy Code, and the Bankruptcy Rules (including Rule 3017) with respect to the Plan as modified. All parties in interest shall have the right to object to confirmation of the Plan so modified. The Plan may not be modified to affect the proposed treatment of unclassified Claims.

12.2 Dissolution of the Committee

Upon the Effective Date, the Committee shall dissolve and cease its existence.

12.3 Post-Effective Date Expenses and Reports.

The Plan Administrator or Debtor, through its Professionals, are empowered to pay all Professional fees, U.S. Trustee Fees, and other expenses incurred by the Plan Administrator from and after the Effective Date, and otherwise deal with property transferred by the Debtor to the Disbursing Account, without the necessity of application to, or further order of, the Bankruptcy Court, but the Bankruptcy Court retains jurisdiction to resolve any relevant disputes. The Plan Administrator shall file such reports as required until the entry of a Final Decree closing this Chapter 11 Case.

Notwithstanding anything else in the Plan, all U.S. Trustee quarterly fees (and any interest accruing thereon pursuant to 31 U.S.C. § 3717) due and owing as of the Effective Date shall be paid by the Debtor or Plan Administrator, as applicable, in full in cash on the Effective Date. After the Effective Date, U.S. Trustee quarterly fees (and any interest accruing thereon pursuant to 31 U.S.C. § 3717) shall accrue until the Debtor's chapter 11 case is converted, dismissed, or closed, whichever occurs first, and, shall be paid in full in cash by the Plan Administrator when due.

12.4 Post Confirmation Notice.

Pursuant to Bankruptcy Rule 2002 and any applicable local Bankruptcy Rules, notice of all post-Confirmation matters for which notice is required to be given shall be deemed sufficient if served upon counsel for the U.S. Trustee's Office, counsel to the Debtor, and all Persons on the Debtor's Bankruptcy Rule 2002 service list as set forth hereinafter. Except in the case of a Motion under Rule 9019 of the Bankruptcy Rules, any party to a settlement shall receive notice thereof. In the event of an objection to a Claim, the Claim holder shall be provided notice thereof. In addition, any party directly affected by a pleading shall receive notice thereof. With the exception of the Debtor and the U.S. Trustee's Office, any Entity desiring to remain on the Debtor's Bankruptcy Rule 2002 service list shall be required to file a request for continued service and to serve such request upon counsel to the Debtor **within thirty (30) days subsequent to the Effective Date**. Persons shall be notified of such continued notice requirements in the notice of entry of the Confirmation Order. Persons who do not file a request for continued service shall be removed from the Debtor's Bankruptcy Rule 2002 service list upon the Effective Date.

12.5 Successors and Assigns

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

12.6 Governing Law

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

12.7 Courts of Competent Jurisdiction

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of this Plan, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

12.8 Corporate Action

The dissolution of the Debtor and the other matters provided for under the Plan involving the entity structure of the Debtor, or company action, as the case may be, to be taken by or required of the Debtor, shall be deemed to have occurred and be effective as provided herein and shall be authorized and approved in all respects, without any requirement of further action by members of the Debtor.

12.9 Effectuating Documents and Further Transactions

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

12.10 Cramdown Plan

The Debtor requests confirmation of the Plan under Section 1129(b) of the Bankruptcy Code with respect to any Class that does not accept, or is deemed not to have accepted, this Plan pursuant to Section 1126(g) of the Bankruptcy Code. The Debtor reserves the right to (i) request confirmation of this Plan under Section 1129(b) of the Bankruptcy Code with respect to any Class that does not accept this Plan pursuant to Section 1126 of the Bankruptcy Code and (ii) to modify this Plan to the extent, if any, that confirmation of this Plan under Section 1129(b) of the Bankruptcy Code requires modification.

12.11 Confirmation Order and Plan Control

To the extent the Confirmation Order and/or this Plan is inconsistent with the Disclosure Statement and any other agreement entered into between or among the Debtor and any third party, the Plan controls the Disclosure Statement and any such agreements, and the Confirmation Order (and any later order of the Bankruptcy Court) controls the Plan.

12.12 Severability

In the event that the Bankruptcy Court determines, prior to the Confirmation Date, that any provision of this Plan is invalid, void, or unenforceable, the Bankruptcy Court shall, with the consent of the Debtor, have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistently with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration or

interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

12.13 Rules of Construction

(a) **Undefined Terms.** Any term used herein that is not defined herein shall have the meaning ascribed to such term in the Bankruptcy Code and/or the Bankruptcy Rules, if used therein.

(b) **Miscellaneous Rules.** (i) The terms “herein,” “hereof,” “hereunder,” “under the Plan,” and other words of similar import refer to this Plan as a whole, not to any particular section, subsection, or clause, unless the context requires otherwise; and shall also refer to the Confirmation Order except as expressly provided; (ii) the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply to the Plan and the Confirmation Order, except to the extent otherwise provided therein respectively; (iii) any reference to an existing document or exhibit means such document or exhibit as it may have been amended, restated, modified or supplemented; (iv) in computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply as that rule existed on the Confirmation Date; and (v) whenever the Plan provides that a payment or distribution shall occur “on” any date, it shall mean “on, or as soon as reasonably practicable after” such date.

12.14 Final Decree

Once the Estate has been fully administered pursuant to Bankruptcy Rule 3022, the Plan Administrator shall file a motion with the Bankruptcy Court to obtain a Final Decree to close the case.

12.15 Deadlines

To the extent that the Plan, the Confirmation Order, or any other document approved or incorporated into same sets forth any deadline or bar date, such deadline may be enlarged or shortened by the Bankruptcy Court in accordance with Bankruptcy Rule 9006, as that rule existed on the Confirmation Date.

12.16 Notices

In accordance with Rule 9006(c) of the Rules of Bankruptcy Procedure, all notices or requests to the Debtor in connection with the Plan shall be in writing and deemed to have been given upon mailing, or being sent by overnight courier, or sent by electronic transmission, addressed to:

Robert E. Chernicoff, Esquire
CUNNINGHAM, CHERNICOFF & WARSHAWSKY, P.C.
2320 North Second Street
Harrisburg, PA 17110
Counsel for the Debtor

Gary H. Leibowitz, Esquire
COLE SCHOTZ P.C.
300 East Lombard Street, Suite 1450
Baltimore, MD 21202
Counsel for the Committee

12.17 No Admissions

Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed an admission by the Debtor with respect to any matter set forth herein, including but not limited to liability on any Claim or the propriety of a Claim's classification.

Debtor: **TRI STATE TRUCKING COMPANY**

By: s/ William Robinson
William Robinson

Date:

Debtor's Counsel:

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