

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

IN RE: :
 : No. 4-15-04464
ANDREW L. COLEMAN, dba COLEMAN'S :
ASPHALT, OSCEOLA MILLS CARWASH, :
And SHIRLEY L. COLEMAN, :
 : Chapter 11
Debtors-in-Possession :

DEBTORS' DISCLOSURE STATEMENT, DATED SEPTEMBER 20, 2016

I. INTRODUCTION

This is the disclosure statement (the "Disclosure Statement") in the small business chapter 11 case of Andrew & Shirley Coleman (the "Debtors"). This Disclosure Statement contains information about the Debtors and describes the Plan of Reorganization (the "Plan") filed by Andrew & Shirley Coleman on September 20, 2016. A full copy of the Plan is attached to this Disclosure Statement as Exhibit A. *Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.*

The proposed distributions under the Plan are discussed at pages ** - ** of this Disclosure Statement.

A. Purpose of This Document

This Disclosure Statement describes:

- The Debtors and significant events during the bankruptcy case,
- How the Plan proposes to treat claims or equity interests of the type you hold (*i.e.*, what you will receive on your claim or equity interest if the plan is confirmed),
- Who can vote on or object to the Plan,
- What factors the Bankruptcy Court (the "Court") will consider when deciding whether to confirm the Plan,
- Why Andrew L. Coleman and Shirley L. Coleman believe the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

1. Time and Place of the Hearing to Finally Approve This Disclosure Statement and Confirm the Plan

The hearing at which the Court will determine whether to finally confirm the Plan will take place in accordance with the enclosed Order of the Court.

2. Deadline For Voting to Accept or Reject the Plan

If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to Donald M. Hahn, Stover McGlaughlin Law Firm, 122 East High Street, Bellefonte, PA 16823. See section IV.A. below for a discussion of voting eligibility requirements.

Your ballot must be received by the deadline set by the enclosed Order of the Court, or it will not be counted.

3. Deadline For Objecting to the Confirmation of the Plan

Objections to the confirmation of the Plan must be filed with the Court and served upon Donald M. Hahn, Stover McGlaughlin Law Firm, 122 East High Street, Bellefonte, Pennsylvania 16823 by the deadline set by the enclosed Order of the Court.

4. Identity of Person to Contact for More Information

If you want additional information about the Plan, you should contact Donald M. Hahn, Stover McGlaughlin Law Firm, 122 East High Street, Bellefonte, Pennsylvania 16823.

C. Disclaimer

The Court has approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted.

II. BACKGROUND

A. Description and History of the Debtors' Businesses

The Debtors are individuals. Since 1993, the Debtor Andrew L. Coleman has been operating Coleman's Asphalt, an asphalt paving business, and Osceola Mills Carwash, a self-service carwash business, after 2005.

B. Insiders of the Debtor

Name of Insider	Relationship to Debtor	Compensation Paid by Debtor or its Affiliates During Two Years Prior to Case	Compensation Paid by Debtor or its Affiliates During Pendency of Case
Andrew L. Coleman	Husband	\$61,059.00	\$36,865.81
Shirley L. Coleman	Wife	\$25,000.00	\$19,551.67
Moshannon Valley Super Bowl, LLC	Affiliate	\$0.00	\$0.00
BRCL, LLC	Affiliate	\$0.00	\$0.00

C. Management of the Debtors Before and During the Bankruptcy

During the two years prior to the date on which the bankruptcy petition was filed and during the Debtors' chapter 11 case, Andrew & Shirley Coleman were in control of their own finances, and Andrew Coleman was in control of the businesses Coleman's Asphalt and Osceola Mills Carwash.

After the effective date of the order confirming the Plan, Andrew & Shirley Coleman will continue to be in control of their own finances, and Andrew Coleman will cease operation of the businesses Coleman's Asphalt and Osceola Mills Carwash. Andrew Coleman will receive social security income, and Shirley Coleman will receive pension income.

D. Events Leading to Chapter 11 Filing

Andrew & Shirley Coleman invested their money and credit in the Moshannon Valley Super Bowl, LLC, and BRCL, LLC, which owned and operated a bowling alley in the region. The other investors included James & Cecilia Burns. Due to bad management and disputes among the investors, the business failed, and the assets were foreclosed or repossessed. Andrew & Shirley Coleman owed a substantial sum of money

to US Bank and SEDA-COG. The Colemans pledged both of their residences to SEDA-COG, which initiated mortgage foreclosure proceedings before the commencement of this case. The Colemans do not believe that their bankruptcy estate has a valuable cause of action against Moshannon Valley Super Bowl, LLC, BRCL, LLC, or James & Cecilia Burns.

E. Significant Events During the Bankruptcy Case

Andrew & Shirley Coleman retained Donald Hahn, Esquire, as their bankruptcy counsel and John E. Ramsey, CPA, as their accountant. Andrew L. Coleman retained Kim Hamilton, Esquire, as his divorce attorney, and Shirley L. Coleman retained Denning Mason, Esquire, as her divorce attorney. The Colemans became divorced in June 22, 2016 but agree that the joint administration of their case is in their best interests.

F. Projected Recovery of Avoidable Transfers

The Debtors do not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

G. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtors reserve the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

H. Current and Historical Financial Conditions

The identity and fair market value of the estate's assets are listed in Exhibit B.

The Debtor's most recent financial statements [if any] issued before bankruptcy, each of which was filed with the Court, are set forth in Exhibit C.

The most recent post-petition operating report filed since the commencement of the Debtor's bankruptcy case are set forth in Exhibit D.

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. What is the Purpose of the Plan of Reorganization?

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

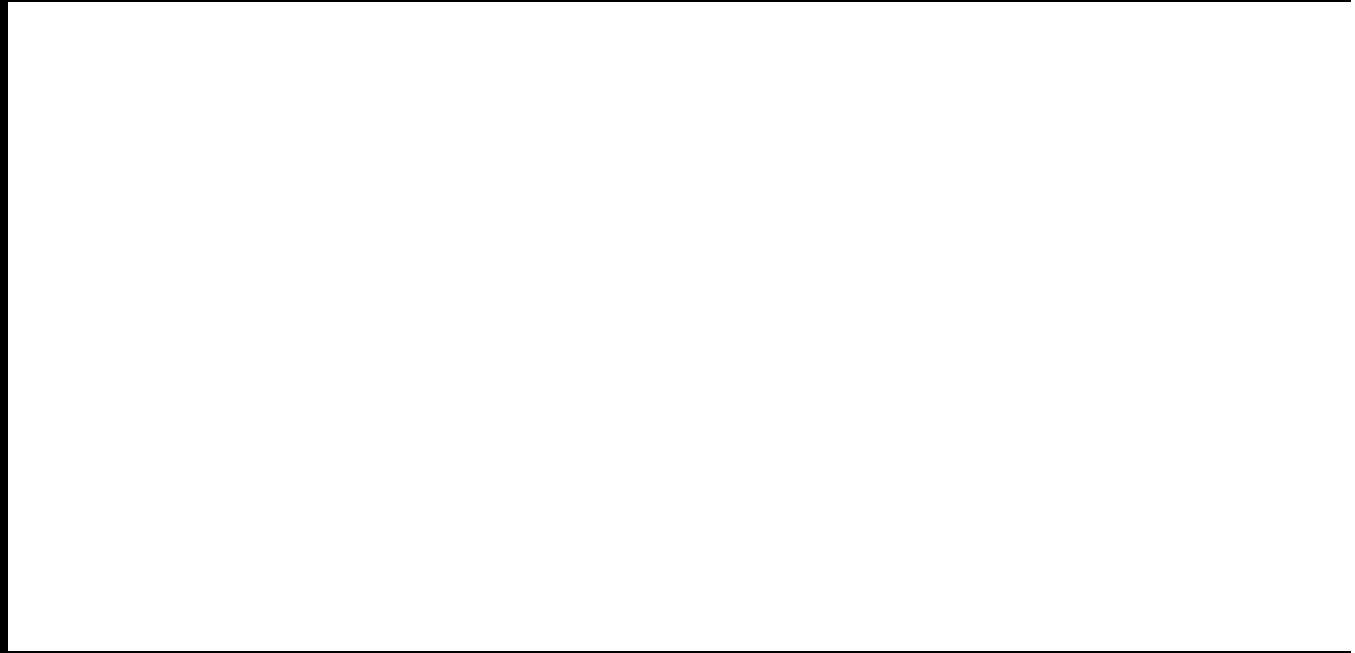
Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has *not* placed the following claims in any class:

1. Administrative Expenses

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor's estimated administrative expenses and their proposed treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Professional Fees, as approved by the Court.	\$2,540.00	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan
Clerk's Office Fees	\$0.00	Paid in full on the effective date of the Plan
Other administrative expenses	\$0.00	Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	\$0.00	Paid in full on the effective date of the Plan
TOTAL	\$2,540.00	



2. Priority Tax Claims

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief.

The following chart lists the Debtor's estimated § 507(a)(8) priority tax claims and their proposed treatment under the Plan:

Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
NONE			

C. Classes of Claims and Equity Interests

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

1. Classes of Secured Claims

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than

the amount of the creditor's allowed claim, the deficiency will be classified as a general unsecured claim.

The following chart lists all classes containing Debtor's secured prepetition claims and their proposed treatment under the Plan:

Class #	Description	Insider? (Yes or No)	Impairment	Treatment
2A	SEDA-COG	No	Yes	SEDA-COG has a first mortgage lien on Mr. Coleman's residence. This creditor shall be paid the sum of \$40,000.00 within ninety (90) days after confirmation of this plan. This creditor shall retain its lien on Mr. Coleman's residence until it is paid in accordance with this paragraph. This creditor will have a general, unsecured claim with respect to any deficiency.
2B	SEDA-COG	No	Yes	SEDA-COG has a first mortgage lien on Ms. Coleman's residence. This creditor shall be paid the sum of \$40,000.00 plus interest at a rate of four (4%) percent per annum over a twenty-year term. Debtor estimates that the monthly payment amount would be \$236.67 per month. This creditor shall retain its lien on Ms. Coleman's residence until it is paid in accordance with this paragraph. This creditor will have a general, unsecured claim with respect to any deficiency.
2C	County National Bank	No	No	County National Bank has a first mortgage lien on the Colemans' daughter's residence. This creditor shall be paid outside the plan according to the original contract terms, with no modification of contract terms, unless otherwise agreed to by the contracting parties, and with liens retained.
2D	Members First Federal Credit Union	No	No	Members First Federal Credit Union has a purchase-money security interest on Ms. Coleman's 2015 Subaru Cross Trek. This creditor shall be paid outside the plan according to the original contract

				terms, with no modification of contract terms, unless otherwise agreed to by the contracting parties, and with liens retained.
2E	Community National Bank, N.A.	No	No	Community Bank, NA, has a purchase-money security interest on Ms. Coleman's 2014 Polaris All-Terrain Vehicle. This creditor shall be paid outside the plan according to the original contract terms, with no modification of contract terms, unless otherwise agreed to by the contracting parties, and with liens retained.
2F	U.S. Bank	No	Yes	U.S. Bank has a judgment lien on Mr. Coleman's interest in real property in Centre County. Mr. Coleman has a co-interest or joint interest in his Residence, Ms. Coleman's Residence, their daughter's Residence, the Coleman's Asphalt site, and the Osceola Mills Car Wash site. This lien does not extend to personal property, and it does not extend to any co-owner's or joint owner's interests, such as those of Ms. Coleman and their daughter. The Colemans move to avoid this creditor's lien on Mr. Coleman's Residence and Ms. Coleman's Residence pursuant to Section 506, and the daughter's Residence pursuant to Section 522(f). This creditor shall retain its lien on the Coleman's Asphalt site and the Osceola Mills Car Wash site until a sale is ordered by this Court. This creditor will have a general, unsecured claim with respect to any deficiency.

2. Classes of Priority Unsecured Claims

Certain priority claims that are referred to in §§ 507(a)(1), (4), (5), (6), and (7) of the Code are required to be placed in classes. The Code requires that each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim. However, a class of holders of such claims may vote to accept different treatment.

The following chart lists all classes containing claims under §§ 507(a)(1), (4), (5), (6), and (a)(7) of the Code and their proposed treatment under the Plan:

Class #	Description	Impairment	Treatment
1	Priority Claims	No	None. These creditors shall be paid in full on the effective date of this Plan.

3. Class of General Unsecured Claims

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code .

The following chart identifies the Plan's proposed treatment of Class 3, which contain general unsecured claims against the Debtor:

Class #	Description	Impairment	Treatment
3	General Unsecured Creditors	Yes	SEDA-COG and US Bank on account of their deficiency claims. These creditors shall be paid pro rata on the effective date of this Plan from the remaining proceeds of sale of Ms. Coleman’s interest in the Coleman’s Asphalt site and the Osceola Mills Carwash site and from the vehicles, equipment, and inventory of both businesses.

4. Class of Equity Interest Holders

Equity interest holders are parties who hold an ownership interest (*i.e.*, equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company (“LLC”), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

The following chart sets forth the Plan's proposed treatment of the class of equity interest holders:

Class #	Description	Impairment	Treatment
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4	Equity Interest	Yes	Andrew L. Coleman and Shirley L. Coleman, in addition to secured assets as stated above, these debtors shall retain their 2012 Chevrolet Pickup truck, household goods, clothing, hobby equipment, their share of their daughter's residence, their 2014 Polaris ATV, their bank accounts, and their pension plans.

D. Means of Implementing the Plan

1. Source of Payments

Payments and distributions under the Plan will be funded by the following:

Debtor Andrew Coleman shall pay SEDA-COG on account of its Class 2A secured claim from proceeds of a loan from his mother.

Debtor Shirley Coleman shall pay SEDA-COG on account of its Class 2B secured claim, Members First Federal Credit Union on account of its Class 2D secured claim, and Community Bank, N.A., on account of its Class 2E secured claim from her pension income.

Debtors' daughter shall pay County National Bank on account of its Class 2C secured claim from her own income.

The bankruptcy estate shall pay U.S. Bank on account of its Class 2F secured claim, any Class 1 priority claims and Class 3 general, unsecured creditors from the sale of the real and personal business assets of Coleman's Asphalt and Osceola Mills Carwash.

2. Post-confirmation Management

After the effective date of the order confirming the Plan, Andrew & Shirley Coleman will continue to be in control of their own finances, and Andrew Coleman will cease operation of the businesses Coleman's Asphalt and Osceola Mills Carwash.

Andrew Coleman shall receive social security income, and Shirley Coleman shall receive pension income.

E. Risk Factors

The proposed Plan has the following risks:

If Andrew & Shirley Coleman do not reach an agreement with SEDA-COG, the likely result would be abandonment of the applicable residence.

F. Executory Contracts and Unexpired Leases

The Plan, in Exhibit 5.1, lists all executory contracts and unexpired leases that the Debtors will assume under the Plan. Assumption means that the Debtors have elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. Exhibit 5.1 also lists how the Debtors will cure and compensate the other party to such contract or lease for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time.

All executory contracts and unexpired leases that are not listed in Exhibit 5.1 will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than sixty (60) days after the date of the order confirming this Plan

G. Tax Consequences of Plan

Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.

The following are the anticipated tax consequences of the Plan:

The bankruptcy estate will have capital gains tax consequences from the sale of the business assets of Coleman's Asphalt Paving and Osceola Mills Carwash.

Creditors will have income tax consequences from the distribution of the proceeds of the above-referenced sale.

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

A. Who May Vote or Object

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Plan Proponent believes that classes 2A, 2B, 2F, 3, and 4 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that classes 1, 2C, 2D, and 2E are unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan.

1. *What Is an Allowed Claim or an Allowed Equity Interest?*

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a proof of claim in this case has not been set yet. Notices will be sent separately when a deadline has been set.

2. *What Is an Impaired Claim or Impaired Equity Interest?*

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. *Who is Not Entitled to Vote*

The holders of the following five types of claims and equity interests are *not* entitled to vote:

- holders of claims and equity interests that have been disallowed by an order of the Court;
- holders of other claims or equity interests that are not “allowed claims” or “allowed equity interests” (as discussed above), unless they have been “allowed” for voting purposes.
- holders of claims or equity interests in unimpaired classes;
- holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and
- holders of claims or equity interests in classes that do not receive or retain any value under the Plan;
- administrative expenses.

Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.

4. *Who Can Vote in More Than One Class*

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cram down” on non-accepting classes, as discussed later in Section B.2.

1. *Votes Necessary for a Class to Accept the Plan*

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. Treatment of Nonaccepting Classes

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a “cram down” plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not “discriminate unfairly,” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

You should consult your own attorney if a “cramdown” confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as Exhibit E.

D. Feasibility

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. Ability to Initially Fund Plan

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as Exhibit F.

2. Ability to Make Future Plan Payments And Operate Without Further Reorganization

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

The Plan Proponent has provided projected financial information. Those projections are listed in Exhibit G.

The Plan Proponent's financial projections show that the Debtor will have an aggregate annual average business cash flow, after paying operating expenses and post-confirmation taxes, of \$0.00.

However, Mr. Coleman seeks to retain his residence from funding from the proceeds of a loan from his mother. Ms. Coleman seeks to retain her residence, her 2015 Subaru Cross Trek, and her 2014 Polaris All-Terrain Vehicle from her retirement income. The Colemans's daughter seeks to retain her residence from her own income. Unsecured and judicial lien creditors will be paid from the sale of certain Coleman's Asphalt and Osceola Mills Carwash business assets.

With the exception of secured claims, including SEDA-COG's Class 2B secured claim, the final Plan payment is expected to be paid 30 days after the claims bar date.

You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.

V. EFFECT OF CONFIRMATION OF PLAN

A. DISCHARGE OF DEBTOR

Discharge. Confirmation of the Plan does not discharge any debt provided for in the Plan until the court grants a discharge on completion of all payments under the Plan, or as otherwise provided in § 1141(d)(5) of the Code. Debtor will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

B. Modification of Plan

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or revoting on the Plan.

Upon request of the Debtor, the United States trustee, or the holder of an allowed unsecured claim, the Plan may be modified at any time after confirmation of the Plan but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim

is provided for by the Plan to the extent necessary to take account of any payment of the claim made other than under the Plan.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

VI. OTHER PLAN PROVISIONS

Pursuant to Section 1146(a) of the U.S. Bankruptcy Code, Debtors seek to exempt any sale from the Pennsylvania Realty Transfer Tax. Both parcels of Real Property are located in Pennsylvania, in Rush Township, and in the Philipsburg-Osceola School District.

Respectfully submitted,

By: /s/ Andrew L. Coleman
Andrew L. Coleman,
Plan Proponent

By: /s/ Shirley L. Coleman
Shirley L. Coleman,
Plan Proponent

By: /s/ Donald M. Hahn
Donald M. Hahn,
Attorney for Plan Proponent

EXHIBITS

Exhibit A -- Copy of Proposed Plan of Reorganization

See Attachment

Exhibit B - Identity and Value of Material Assets of Debtor

The Debtors propose to retain the following assets, having the following estimated gross value:

Mr. Coleman's residence	\$130,000.00
Lien: SEDA-COG mortgage - \$1,016,581.00	
Ms. Coleman's residence (per appraisal)	\$130,000.00
Lien: SEDA-COG mortgage - \$1,016,581.00	
Colemans' daughter's residence	\$80,000.00
Lien: County National Bank mortgage - \$58,200.00	
Bank accounts - \$7,405.00	\$7,405.00
Household goods - \$3,300.00	\$3,300.00
Clothing - \$500.00	\$3,800.00
Hobby equipment - \$1,200.00	\$5,000.00
2012 Chevrolet Pickup truck	\$12,000.00
2014 Polaris ATV	\$7,500.00
Lien: Community Bank - \$3,500.00	
2015 Subaru Cross Trek	\$17,000.00
Less: Members First Federal Credit Union - \$20,000.00	
PSERS Plan - \$330,000.00	\$330,000.00
Accounts receivable - \$1,200.00	\$8,605.00

The Debtors propose to liquidate the following assets, having the following estimated gross value:

Coleman Asphalt property	\$20,000.00
Osceola Mills Carwash property	\$40,000.00
2005 Sterling Dumptruck	\$10,000.00
1988 GMC Dumptruck	\$500.00
1996 Chevrolet Crewcab	\$1,000.00
1994 Freightliner Dumptruck	\$10,000.00
1995 Econotrailer	\$1,000.00
2015 Texas trailer	\$1,400.00
Coleman's Asphalt office equipment	\$1,000.00
Coleman's Asphalt business machinery	\$3,500.00
Coleman's Asphalt backhoe	\$13,000.00
Coleman's Asphalt hypac roller	\$1,500.00
Osceola Mills Carwash business machinery	\$4,000.00

Exhibit C -- Prepetition Financial Statements
(to be taken from those filed with the court)

Not Applicable

Exhibit D -- Most Recently Filed Postpetition Operating Report

See Attachment

Exhibit E – Liquidation Analysis

The Debtors' Chapter 7 Liquidation Analysis is as follows:

Mr. Coleman's residence	\$130,000.00
Less: SEDA-COG mortgage - \$1,016,581.00	\$0.00
Ms. Coleman's residence (per appraisal)	\$130,000.00
Less: SEDA-COG mortgage deficiency - \$886,581.00	\$0.00
2015 Subaru Cross Trek	\$17,000.00
Less: Members First Federal Credit Union lien - \$20,000.00	\$0.00
Colemans' daughter's residence	\$80,000.00
Less: Realtor's commission – \$4,800.00	\$75,200.00
County National Bank mortgage - \$58,200.00	\$17,000.00
Daughter's interest - \$8,500.00	\$8,500.00
Section 522(d)(5) exemption - \$25,450.00	\$0.00
2014 Polaris ATV	\$7,500.00
Less: Auctioneer's commission - \$750.00	\$6,750.00
Community Bank lien - \$3,500.00	\$3,250.00
Section 522(d)(5) remaining exemption - \$16,950.00	\$0.00
2012 Chevrolet Pickup truck	\$12,000.00
Less: Auctioneer's commission - \$1,200.00	\$10,800.00
Section 522(d)(2) exemption - \$7,350.00	\$3,450.00
Section 522(d)(5) remaining exemption - \$13,700.00	\$0.00
Household goods - \$3,300.00	\$3,300.00
Clothing - \$500.00	\$3,800.00
Hobby equipment - \$1,200.00	\$5,000.00
Less: Section 522(d)(3) exemption - \$24,500.00	\$0.00
PSERS Plan - \$330,000.00	\$330,000.00
Less: Section 522(d)(12) exemption - unlimited	\$0.00
Bank accounts - \$7,405.00	\$7,405.00
Accounts receivable - \$1,200.00	\$8,605.00
Section 522(d)(5) remaining exemption - \$10,250.00	\$0.00

The Debtors propose to liquidate the following assets, having the following estimated gross value:

Coleman's Asphalt property	\$20,000.00
Osceola Mills Carwash property	\$40,000.00

2005 Sterling Dumptruck	\$10,000.00
1988 GMC Dumptruck	\$500.00
1996 Chevrolet Crewcab	\$1,000.00
1994 Freightliner Dumptruck	\$10,000.00
1995 Econotrailer	\$1,000.00
2015 Texas trailer	\$1,400.00
Coleman's Asphalt office equipment	\$1,000.00
Coleman's Asphalt business machinery	\$3,500.00
Coleman's Asphalt backhoe	\$13,000.00
Coleman's Asphalt hypac roller	\$1,500.00
Osceola Mills Carwash business machinery	\$4,000.00

Exhibit F – Cash on hand on the effective date of the Plan

Auction sale of Coleman’s Asphalt & Osceola Mills Carwash realty	\$60,000.00
Less: 5% auctioneer’s commission - \$3,000.00	\$57,000.00
Less: 50% to U.S. Bank’s Class 2F secured claim - \$28,500.00	\$28,500.00

Available to unsecured creditors - \$28,500.00

Auction sale of Coleman’s Asphalt & Osceola Mills Carwash	\$46,900.00
Less: 10% auctioneer’s commission - \$4,690.00	\$44,210.00

Available to unsecured creditors - \$44,210.00

Exhibit G -- Projections of Cash Flow and Earnings for Post-Confirmation Period

Mr. Coleman seeks to retain his residence free and clear of all liens and encumbrances by paying SEDA-COG the sum of \$40,000.00 within ninety (90) days after confirmation of this plan. Funding shall be provided from the proceeds of a loan from his mother.

Unsecured and judicial lien creditors shall be paid from the sale of certain Coleman's Asphalt and Osceola Mills Carwash business assets. A sale motion and notice shall be filed.

The Colemans's daughter seeks to retain her residence by paying County National Bank according to the original contract terms.

Ms. Coleman seeks to retain her residence free and clear of all liens and encumbrances by paying SEDA-COG the sum of \$40,000.00 plus interest at a rate of four (4%) percent per annum over a twenty-year term. Debtor estimates that the monthly payment amount would be \$236.67 per month. She also seeks to retain her 2015 Subaru Cross Trek and her 2014 Polaris All-Terrain Vehicle by paying Members First Federal Credit Union and Community Bank, N.A., respectively, according to the original contract terms.

Mortgage payments to SEDA-COG	\$236.67
Not included above	
Real estate taxes	\$162.32
Property, homeowner's or renter's insurance	\$50.00
Home maintenance, repair, and upkeep expenses	\$100.00
Utilities	
Electricity, heat, natural gas	\$227.00
Water, sewer, garbage collection	\$76.00
Telephone, cell phone, internet, satellite, and cable services	\$160.00
Food and housekeeping supplies	\$275.00
Clothing, laundry, and dry cleaning	\$10.00
Personal care products and services	\$30.00
Medical and dental expenses	\$59.00
Transportation	\$65.00
Insurance	
Health insurance	\$108.00
Vehicle insurance	\$57.24
Installment or lease payments	
Car payments to Members First	\$288.64
Community Bank, N.A.	\$134.68
Total monthly expenses	\$2,039.55
Total monthly income from retirement	\$2,100.00