

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

IN RE:

NUWELD, INC.

Debtor in Possession

Case No. 5-16-2115-JJT

Chapter 11

IN RE

ARC TECH, INC.

Debtor in Possession

Case No. 5-16-2114-JJT

Chapter 11

**DISCLOSURE STATEMENT TO ACCOMPANY JOINT CHAPTER 11
PLAN OF REORGANIZATION**

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Dated: September 20, 2017

I. INTRODUCTION

Nuweld, Inc. and Arc Tech, Inc. (hereinafter collectively referred to as "Debtor" or "Debtors" or "Plan Proponent") submit this Disclosure Statement pursuant to section 1125 of the Bankruptcy Code to holders of Claims against and Equity Interests in the Debtors in connection with (i) the solicitation of acceptances of the Joint Plan of Reorganization of the Debtors Under Chapter 11 of the Bankruptcy Code dated _____ (as the same may be amended, the "Plan"), and (ii) the hearing to consider confirmation of the Plan to be scheduled on _____ at _____ .m. prevailing Eastern time.

On May 18, 2016, the Debtors filed voluntary petitions under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Middle District of Pennsylvania (the "Bankruptcy Court"). The Debtors' bankruptcy cases have been assigned to the Honorable John J. Thomas.

On _____, the Debtors filed the Joint Plan of Reorganization (hereinafter the "Plan"), which provided for the reorganization of the Debtors' assets and the treatment of outstanding Claims against and Equity Interests in the Debtors. Pursuant to section 1125 of the Bankruptcy Code, the Debtors, prepared and filed this Disclosure Statement (hereinafter the "Disclosure Statement") for Bankruptcy Court approval before circulation to holders of Claims and Equity Interests in connection with the solicitation of acceptances of the Plan.

Capitalized terms used and not defined in this Disclosure Statement shall have the meanings ascribed to such terms in the Plan. Most of those capitalized terms will appear alphabetically in Article I of the Plan: "Definitions."

A. What is Chapter 11?

Chapter 11 of the Bankruptcy Code is the principal vehicle for reorganizing business entities under the federal bankruptcy laws. Under chapter 11, a debtor is authorized to reorganize its business for the benefit of itself, its creditors and equity security holders. The filing of a petition for reorganization under chapter 11 generally provides, under section 362 of the Bankruptcy Code, for an automatic stay of attempts to collect Claims or enforce Liens that arose prior to the commencement of a debtor's chapter 11 case which otherwise interfere with the debtor's property or business. The commencement of a chapter 11 case creates an estate that is comprised of all of the legal and equitable interests of the debtor as of the commencement date. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor-in-possession."

B. What is a Plan of Reorganization?

The principal purpose of a chapter 11 case is to facilitate the formulation of a plan of reorganization which provides for the restructuring of a debtor's liabilities and the treatment of claims. A plan of reorganization may also provide for the liquidation of a debtor's assets. Here, the Plan proposed by the Debtors provides for the reorganization of the Debtors, the sale of certain of the Debtors' assets and distributions to creditors in accordance with the priority scheme set forth in the Bankruptcy Code.

C. What is a Disclosure Statement?

After a plan of reorganization has been proposed, the holders of claims against, and equity interests in, a debtor that are impaired by the terms of the plan and that are entitled to

distributions under the plan are entitled to vote on whether to accept the plan. The Bankruptcy Code requires disclosure of "adequate information" to all such voting creditors and equity holders by way of a disclosure statement before the plan proponent may solicit votes on the plan. The Bankruptcy Code provides that a disclosure statement containing adequate information must contain "information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and condition of the debtor's books and records, that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan." *See* 11 U.S.C. § 1125(a).

The Debtors present this Disclosure Statement to the voting holders of Allowed Claims against the Debtors in order to provide each voting holder of an Allowed Claim with sufficient information to make an informed decision as to whether to accept or reject the Plan. The Debtors are also making this Disclosure Statement available to, among others, the known holders of Administrative Expense Claims and Priority Tax Claims in order to provide such holders with additional information to evaluate the Plan.

D. The Purpose of the Disclosure Statement

The purpose of this Disclosure Statement is to provide the holders of Claims with important, necessary and material information about the Debtors and the Plan to enable them to make an informed judgment on the merits of accepting or rejecting the Plan. This information includes, among other matters, general background information, an overview of the Chapter 11 Case and an explanation of how the Plan will function. Accompanying this Disclosure Statement are copies of:

- the Plan;
- a Notice fixing the time for the transmission of Ballots accepting or rejecting the Plan, the date and time of the hearing to consider confirmation of the Plan and related matters, and the time for filing objections to the Plan;
- a Ballot for accepting or rejecting the Plan submitted for the holders of Claims that are entitled to vote to accept or reject the Plan;

E. Notice to Holders of Claims and Equity Interests

The information contained in this Disclosure Statement is based upon financial and other information supplied by the Debtors, their advisors, and except where specifically noted, has not been subject to an audit or independent review and has not been prepared in accordance with generally accepted accounting principles. Certain of the information is by its nature forward-looking and includes estimates and assumptions that may be materially different from actual, future results. The statements contained in this Disclosure Statement are made as of the date hereof unless another time is specified herein, and the delivery of this Disclosure Statement shall not create an implication that there has been no change in the information contained herein since the date hereof.

This Disclosure Statement does not purport to be a complete description of the Plan, the financial data pertaining to the Debtors, the applicable provisions of the Bankruptcy Code, or other matters that may be deemed significant by the holders of Claims and Equity

Interests. If any inconsistency exists between the Plan and the Disclosure Statement, the terms of the Plan are controlling. This Disclosure Statement is an attempt by the Debtors to set forth in reasonable detail information sufficient to enable holders of Claims to make an informed judgment about the Plan. All holders of Claims and Equity Interests with questions about this Disclosure Statement and any other materials included with this Disclosure Statement are invited to address written inquiries to the Debtors, in care of counsel for the Debtors. However, no information or representation concerning the Debtor other than as set forth in this Disclosure Statement is authorized by the Debtors, nor should it be relied upon in reaching a decision whether to vote in favor of the Plan.

IMPORTANT: THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PLAN. PLEASE READ THIS DOCUMENT WITH CARE. NO PERSON INCLUDING, WITHOUT LIMITATION, ANY CREDITOR, SHOULD CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS LEGAL, TAX OR INVESTMENT ADVICE, AND THE DEBTOR DISCLAIMS RESPONSIBILITY FOR ANY SUCH ADVICE. CONSEQUENTLY, EACH PERSON IS STRONGLY URGED TO CONSULT HIS OR HER OWN LEGAL COUNSEL, ACCOUNTANTS OR OTHER PROFESSIONAL ADVISORS AS TO ANY LEGAL, TAX, INVESTMENT AND/OR RELATED MATTERS OR CONSEQUENCES ARISING FROM OR ANCILLARY TO THE PLAN OR ANY OF ITS PROVISIONS OR ANY ACTIONS TO BE TAKEN IN FURTHERANCE THEREOF, INCLUDING, WITHOUT LIMITATION, WHETHER TO VOTE IN FAVOR OF THE PLAN.

SUMMARIES OF ANY PROVISIONS OF AGREEMENTS REFERRED TO IN THIS DISCLOSURE STATEMENT DO NOT PURPORT TO BE COMPLETE AND ARE SUBJECT TO, AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO, THE FULL TEXT AND TO ALL OF THE PROVISIONS OF THE APPLICABLE AGREEMENT.

THE DEBTORS BELIEVE THAT THE PLAN PROVIDES THE GREATEST AND EARLIEST POSSIBLE RECOVERY TO THE CREDITORS. THE DEBTOR THEREFORE BELIEVES THAT ACCEPTANCE OF THE PLAN IS IN THE BEST INTEREST OF ALL CREDITORS. THIS PLAN MAY BE VIOLATIVE OF THE ABSOLUTE PRIORITY RULE AS IT PERMITS THE DEBTORS' PRINCIPALS TO RETAIN THEIR INTEREST IN THE REORGANIZED DEBTOR WITHOUT PROVIDING FOR PAYMENTS OF ALL CLAIMS IN FULL, HOWEVER, THE DEBTORS BELIEVE THAT THE RETURN TO UNSECURED CREDITORS UNDER THE PLAN WILL BE GREATER THAN IF THE DEBTORS' ASSETS WERE LIQUIDATED AND DISTRIBUTED TO CREDITORS IN THE CONTEXT OF A CHAPTER 7 PROCEEDING.

Nothing contained in this Disclosure Statement shall constitute an admission of any fact or liability by the Debtors or be admissible in any proceeding involving the Debtors or any other party.

II. ACCEPTANCE OF THE PLAN

A. Voting Procedures

By Order dated _____, 2017, the Bankruptcy Court approved this Disclosure Statement as containing adequate information for holders of Claims and Equity Interests in

accordance with section 1125(b) of the Bankruptcy Code. However, the Bankruptcy Court has not passed upon the fairness or the merits of the Plan and approval of this Disclosure Statement should not be construed as either a guaranty of the accuracy or completeness of the information contained herein or an endorsement of the Plan by the Bankruptcy Court.

The Plan divides the holders of Claims and Equity Interests into Classes. Only Classes of Claims which are impaired by the Plan are entitled to vote. Classes whose rights are unaltered by the Plan and which therefore do not vote on the Plan are the following: Class XI, Equity Interests. Creditors with claims in all other classes are impaired and have the right to vote concerning the Plan.

In determining acceptance of the Plan, votes of the holders of Claims will only be counted if submitted by holders of Claims (a) which have been duly scheduled by the Debtor as undisputed, non-contingent and liquidated, or (b) who have filed a proof of Claim with the Clerk of the Bankruptcy Court, which has not been disallowed or the subject of an unresolved objection prior to the Confirmation Hearing. If you are in any way uncertain if your Claim has been correctly scheduled, you should refer to the Debtor's Schedules which are on file with the Bankruptcy Court.

The Bankruptcy Court has fixed _____, 2017 at 5:00 p.m., prevailing Eastern Time, as the date by which holders of Claims entitled to vote may vote to accept or reject the Plan (the "Voting Deadline"). In order for your vote on the Plan to count, your Ballot must be properly completed and received at the following address by the Voting Deadline:

LAW OFFICES OF BRIAN E. MANNING

BRIAN E. MANNING, ESQ.
502 South Blakely Street, Suite B
Dunmore, PA 18512
Telephone: (570) 558-1126
brianemanning@comcast.net

Ballots may not be transmitted orally, by facsimile or by electronic mail. In the case where more than one timely, properly completed Ballot is received, only the Ballot which bears the latest date will be counted for purposes of determining whether the relevant requirements for voting on the Plan have been satisfied. Any Ballot which is not executed by the holder of an Allowed Claim or which does not indicate an acceptance or rejection of the Plan shall be considered null and void and will not be counted. The Debtors reserve the right to reject any Ballot not in proper form, the acceptance of which would, in the opinion of the Debtor and its counsel, be unlawful. The Debtors further reserve the right to waive any defects or irregularities as to a particular Ballot, and/or the submission thereof.

If a Ballot is signed by an officer of a corporation or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtors, must submit proper evidence satisfactory to the Debtor of authority to so act.

If you have any questions about the procedure for voting, if you did not receive a Ballot and believe you are entitled to vote to accept or reject the Plan, or if you received a damaged Ballot or lost your Ballot, please call or write to the following:

LAW OFFICES OF MARK J. CONWAY, P.C.

MARK J. CONWAY, ESQ.
502 South Blakely Street
Dunmore, PA 18512
Telephone: (570) 343-5350

Or

LAW OFFICES OF BRIAN E. MANNING
BRIAN E. MANNING, ESQ.
502 South Blakely Street
Dunmore, PA 18512
Telephone: (570) 558-1126

The vote of each holder of a Claim is important. In order for the Plan to be deemed accepted by any Class of creditors without resort to the "cramdown" provisions of the Bankruptcy Code, the Plan must receive the assent of creditors who hold at least two-thirds (2/3) in dollar amount of the Claims in such Class that vote on the Plan, and who comprise more than one-half (1/2), in number of the holders of Claims in such Class that vote on the Plan. In addition, at least one impaired Class, as that term is used in section 1124 of the Bankruptcy Code, determined without including any acceptances of the Plan by any "insider" (as defined in Section 101(31) of the Bankruptcy Code) must have accepted the Plan. If the requisite acceptances are received, the Plan is subsequently confirmed by the Bankruptcy Court, and the Effective Date occurs, all holders of Claims and Equity Interests will be bound by the Plan and the transactions contemplated thereby.

B. Confirmation Hearing and Deadline for Objections to Confirmation

Pursuant to section 1128 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 3017(c), the Bankruptcy Court has scheduled the Confirmation Hearing for _____ at _____ prevailing Eastern Time before the Honorable John J. Thomas, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Middle District of Pennsylvania, in Wilkes-Barre, PA. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequent adjourned Confirmation Hearing. The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan be filed with the Clerk of the Bankruptcy Court and served so that they are **RECEIVED** on or before _____, 2017 at 5:00 p.m. prevailing Eastern Time by:

LAW OFFICES OF BRIAN E. MANNING
BRIAN E. MANNING, ESQ.
502 South Blakely Street, Suite B
Dunmore, PA 18512
Telephone: (570) 558-1126

Unless an objection is timely filed and served it may not be considered by the Bankruptcy Court at the Confirmation Hearing.

III. PLAN OF REORGANIZATION - GENERAL OVERVIEW

The Plan provides for the classification and treatment of Claims and Equity Interests

identified in the Schedules and a general estimate of the amount by which Allowed Claims may ultimately exceed the amounts identified in the Schedules. For certain Classes of Claims, the actual amounts of Allowed Claims could exceed or could be less than the amounts estimated by the Debtor in calculating the estimated recoveries set forth in the table below. Accordingly, no representation can be or is being made with respect to whether the estimated percentage recoveries shown below will actually be realized by the holders of Allowed Claims in any particular Class. In addition, the Debtors have attempted to make certain estimates in respect of Administrative Expense Claims and other Claims which are inherently subject to uncertainty. No representation or warranty as to their accuracy is being made. Unless otherwise noted, the estimates are as of the Commencement Date.

IV. SIGNIFICANT INFORMATION CONCERNING THE DEBTOR

A. General Information

Nuweld, Inc. and Arc Tech, Inc. (hereinafter collectively referred to as the “Debtors”) are business debtors.

Nuweld, Inc. has offered a variety of custom, specialized mechanical, structural and piping services both shop and field for over 19 years. It is a full-service pipe, structural and custom steel shop fabrication and field installation for the Energy Sector, including nuclear, commercial, industrial, DOT and safety related projects, and in the field from supporting the Marcellus/Utica Shale infrastructure to nuclear shut-downs and commercial projects. Nuweld’s manufacturing footprint encompasses a leased 211,000 square foot fabrication facility on 22 acres located in the Industrial Park of Williamsport Pennsylvania. NuWeld, prior to Chapter 11 reorganization, employed on average 125 to 275 team members between the office, manufacturing shop and field operations. Positions include office administration (HR, Accounting, IT, QA/QC, Safety) Engineers, Technicians, CAD Designers, Equipment Operators and Craftspeople.

Arc Tech, Inc. is a real-estate holding company that leases properties to multiple entities. Currently Arc Tech leases the above-mentioned fabrication facility to Nuweld and is leasing office space and yard space to Precision Drilling on Reach Road in Williamsport PA. Arc Tech is currently leasing yard space to Precision Drilling and Precision Completions in Trout Run PA. Arc Tech is actively seeking tenants for its yard and office spaces.

B. Administration of the Chapter 11 Case

The Debtors filed their Petitions for Relief on May 18, 2016 (“Commencement Date”).

1. Management

The Debtors are Pennsylvania corporations with their principal place of business in Williamsport, Lycoming County, Pennsylvania. As of this date, Timothy Satterfield is President of the Debtors.

2. Debtors' Retention of Professionals

The Debtors sought and obtained Bankruptcy Court approval to retain Mark J. Conway, Esq. and Brian E. Manning, Esq. as bankruptcy counsel to assist them in connection with operational matters and the overall reorganization process. The Bankruptcy Court-approved professionals retained by the Debtors will file applications seeking compensation and reimbursement of expenses.

3. First-Day Orders

Immediately after the Commencement Date, the Debtors obtained a series of orders from the Bankruptcy Court designed to minimize any disruption to its business operations and to facilitate the orderly reorganization effort. The Bankruptcy Court entered Orders authorizing the Debtors to, among other things, (1) retain professionals, (2) use of cash collateral, (3) pay reimbursement of expenses and benefits to employees and (4) jointly administer the cases. The approval of these motions was a critical first step to minimizing, among other things, the personal hardship that employees would have suffered if employee-related obligations were not paid.

The Bankruptcy Court also entered a series of Orders Authorizing Interim Use of Cash Collateral and Granting Adequate Protection.

Further pursuant to the Cash Collateral Motion and Order approving same, the secured creditor(s) were granted a replacement lien in the Debtors' cash collateral to the extent of cash used by the Debtors and with the same priority as the creditors had before the Commencement Date.

4. Creditors' Committee

There is no creditors committee in this case.

5. Bar Date

On February 24, 2017, the Debtors filed Motions to establish a general deadline for filing proofs of Claim against the Debtors. An Order was entered on February 28, 2017 setting March 31, 2017 as the Bar Date.

C. Financial Information

The Debtors filed their Schedules and Statement of Financial Affairs with the Bankruptcy Court on June 16, 2016 at Docket Number 48 (Nuweld) and Docket Number 29 (Arc Tech). These documents may be examined during normal business hours in the Office of the Clerk of the Bankruptcy Court, or online if you are a registered recipient of Court Documents.

V. THE PLAN

The following is a reproduction (*in italics*) of the treatment of the various claims under the Plan of the Plan, and is qualified in its entirety by the full text of the Plan, a copy of which accompanies this Disclosure Statement. The Plan, if confirmed by the Bankruptcy Court, will be binding upon the Debtors, the Committee if any, and all creditors and holders of Equity Interests. All creditors and holders of Equity Interests are urged to read the Plan carefully.

ARTICLE II
TREATMENT OF ADMINISTRATIVE
EXPENSE CLAIMS AND PRIORITY TAX CLAIMS

2.1 Non-Classification. As provided in § 1123(a) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims are not classified for the purposes of voting on or receiving distributions under the Plan. All such Claims are instead treated separately pursuant to the terms set forth in this Article II.

2.2 Administrative Expense Claims. Except to the extent that any Entity entitled to payment of an Allowed Administrative Expense Claim agrees to a less favorable treatment, each holder of an Allowed Administrative Expense Claim (save only Allowed Administrative Expense Claims for wages and benefits, taxes and professional compensation and reimbursement of expenses that are specifically addressed in sections 2.3 and 2.4 below) shall receive Cash in an amount equal to such Allowed Administrative Expense Claim on the later of the Effective Date and the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is practicable; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtor in Possession shall be paid in full and performed by the Debtor in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions. Assumed Leases will be paid in accordance with their terms but in event of default or subsequent rejection lessor may assert its rights under 503(b)(7).

2.3 Administrative Expense Claims with Alternate Treatment(s)

See below for the treatment of the priority unsecured and administrative wage and benefit claims and for treatment of priority and secured tax claims for taxes other than real estate taxes.

2.4 Professional Compensation and Reimbursement Claims. All Entities seeking an award by the Bankruptcy Court of compensation for services rendered and reimbursement of expenses incurred through and including the Effective Date under §§ 330 or 331 of the Bankruptcy Code or entitled to the priorities established pursuant to §§ 503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code shall (a) file their respective final applications for allowances of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by no later than the date which is forty five (45) days after the Effective Date, or such other date as may be fixed by the Bankruptcy Court and (b) if granted such an award by the Bankruptcy Court, be paid in full in Cash in such amounts as are Allowed by the Bankruptcy Court, (i) on the later of the Effective Date and the date upon which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is practicable, (ii) upon such other terms as may be mutually agreed upon between such holder of an Administrative Expense Claim and the Debtor, or (iii) in accordance with the terms of any applicable administrative procedures order entered by the Bankruptcy Court. Any requests for compensation for services rendered after the Effective Date shall not require Bankruptcy Court approval.

ARTICLE III
CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

Claims, other than Administrative Expense Claims and Priority Tax Claims, and Equity Interests, are classified for all purposes, including voting, confirmation and distribution pursuant to the Plan, as follows:

Class	Nature of Claim	Claimant	Status
<i>I</i>	<i>Secured</i>	<i>Branch Banking and Trust Company</i>	<i>Impaired</i>
<i>II</i>	<i>Secured</i>	<i>Ally Financial</i>	<i>Impaired</i>
<i>III</i>	<i>Secured</i>	<i>Wells Fargo Financial</i>	<i>Impaired</i>
<i>IV</i>	<i>Secured</i>	<i>Caterpillar Financial</i>	<i>Impaired</i>
<i>V</i>	<i>Secured</i>	<i>Citizens Bank</i>	<i>Impaired</i>
<i>VI</i>	<i>Secured</i>	<i>Delage Landon</i>	<i>Impaired</i>
<i>VII</i>	<i>Secured</i>	<i>Lycoming County Tax Claim Bureau</i>	<i>Impaired</i>
<i>VIII</i>	<i>Priority/Administrative</i>	<i>Wage and Union Benefit Claims</i>	<i>Impaired</i>
<i>IX</i>	<i>Secured and Priority</i>	<i>Non-Real Estate Tax Claims</i>	<i>Impaired</i>
<i>X</i>	<i>General Unsecured</i>	<i>Trade and other unsecured claims</i>	<i>Impaired</i>
<i>XI</i>	<i>Equity Interests</i>	<i>Shareholders</i>	<i>Not Impaired</i>

ARTICLE IV
TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.1 CLASS I - Secured Claim – Branch Banking and Trust Company

Definitions

For purposes of this Section 4.1, the following definitions will apply:

“BB&T” shall mean Branch Banking and Trust Company, a North Carolina banking corporation, successor-in-interest to Susquehanna Bank, its successors and/or assigns.

“BB&T’s Loan Documents” shall mean the Promissory Notes, Security Agreements, Mortgages, Pledges, Assignments of Leases, Assignments of Rents and Royalties, Financing Statements, Guaranties, and any and all other documents and instruments of every type and nature whatsoever executed and delivered to BB&T or its predecessor-in-interest pursuant to or in connection with the BB&T Loans made by BB&T or its predecessor-in-interest from time to time to Debtors, or any of them.

“BB&T Loans” means those Loans more fully described in the Proofs of Claim filed by BB&T in connection with the Chapter 11 Case of the Debtors. The BB&T Loan Balances as of the Petition Date are summarized in the chart below.

“Class I” consists of BB&T.

“Class I Claim” means the BB&T Loans.

“Petition Date” means the Commencement Date.

Impairment and Voting. *Class I is impaired by the Plan. The holder of a Class I Claim is entitled to vote to accept or reject the Plan.*

The claim of BB&T is secured by perfected first liens on substantially all of the Debtors’ assets pursuant to the BB&T Loan Documents, including recorded mortgages, filed UCC-1s, perfected assignments, and other means of perfection relevant to the class of collateral covered thereby. The Debtors presently have (and had on the Petition Date) the following loans with BB&T, with balances as of the Petition Date as indicated:

Loan No.	Principal Balance
00001	1,800,128.43
00002	1,001,078.72
00004	8,566,562.42
4490	8,184,544.90
TOTAL	19,552,314.47

Treatment

The Class I Claim shall be combined into two (2) Allowed Secured Claims in an aggregate amount not exceeding \$8,200,000.00, which shall be structured and treated as follows:

1. **Loan Structure.** *The total amount of the Debtors’ obligation to BB&T will consist of: (a) the principal balance due and owing on Loan Number 0002 (the “SBA Loan”) as of the Consolidation Date (defined below), with credit for all payments made to date; plus (b) amendment and restatement of BB&T Note 00004, which evidences Loan No. 00004 in the above chart, to consolidate and restate Loans Nos. 00001, 00004, and 4490, plus accrued legal fees and unpaid expenses owed to BB&T, into the aggregate principal amount of the difference between \$8,200,000 and the principal balance of the SBA Loan on the Consolidation Date (defined below) (the “Consolidated Loan”).*

2. (a) **SBA Loan.** *The SBA Loan is guaranteed by the U.S. Small Business Administration (“SBA”). The SBA Loan will be reaffirmed, and the BB&T Loan Documents in respect of the SBA Loan will remain unchanged and unmodified, except to the extent deemed necessary by BB&T or the SBA, and separate payment of the SBA Loan will continue to be made in monthly installments and on the Maturity Date in accordance with the existing terms of the SBA Loan, subject to credits for rent and royalty payments received by BB&T and applied in accordance with the paragraph labeled “Rents and Royalties” below.*

(b) **Consolidated Loan.** *The Debtors shall be jointly and severally liable for the Consolidated Loan, and the Consolidated Loan will be secured in the same manner as are the existing BB&T Loans being consolidated, in accordance with the BB&T Loan Documents, modified as applicable and as determined by BB&T. The terms, conditions and requirements of the existing BB&T Loan Documents are ratified and affirmed, with such amendments and modifications thereto as BB&T may require. Debtors and Guarantors will execute and deliver all such amendments or modifications as BB&T may require. Pending confirmation of the Debtor’s Plan of Reorganization (the “Plan”), and beginning on August 4, 2017 (the “Consolidation Date”), the Debtors will pay to BB&T*

monthly installments of interest only on the Consolidated Loan. The interest rate applicable to the Consolidated Loan will be 4.75% per annum. Net proceeds of sales of Excess Assets (hereafter defined), and of any other collateral for the Consolidated Loan, will be applied by BB&T, after payment of approved customary and normal costs and expenses of sale of the Excess Assets or other collateral, to prepayment in inverse order of maturity of principal owed by Debtors in respect of the Consolidated Loan. The period of interest only payment will terminate upon the Confirmation Date of the Plan. Thereafter, for the first twelve (12) months following the Confirmation Date, monthly installment payments of \$40,000.00 of principal and interest will be made to BB&T for application to the Consolidated Loan, in addition to regular monthly installment payments on the SBA Loan; and after the first twelve (12) months following the Confirmation Date, principal and interest payments on the Consolidated Loan will be made in accordance with an amortization schedule providing for payment of principal and interest amortized over a period of twenty (20) years, with interest at 4.75% per annum and the entire balance of principal and interest due five (5) years from the Confirmation Date. In addition, the Consolidated Loan will require annual payments of "Excess Cash Flow", as defined in Section 3 below, to be made annually and applied to the outstanding principal in inverse order of maturity.

3. Excess Cash Flow. Debtor (Nuweld) will make annual mandatory prepayments of the Consolidated Loan in amounts equal to 35% of the Debtor's (Nuweld's) "Excess Cash Flow" for the applicable period. "Excess Cash Flow" is defined as:

(a) Debtor's (Nuweld's) Net Income (as determined at each particular date in accordance with GAAP), **plus** the sum of all amounts properly deducted in arriving at Net Income for

- (i) depreciation of fixed assets and amortization of intangible assets for such period, and
- (ii) all other non-cash items deducted from Net Income for such period other than ordinary and necessary recurring expenses, **minus** the following:

(b)

- (i) permitted, if any, non-financed CAPEX made during the applicable period;
- (ii) taxes actually paid in cash;
- (iii) permitted tax distributions attributable to Nuweld and Arc Tech shareholders during any period during which Nuweld and Arc Tech have elected S-corporation status for federal and/or state income tax purposes;
- (iv) to the extent paid in cash, interest expense, current portion of long term debt, and current capital lease payments, in each case only to the extent permitted by the applicable BB&T Loan Documents, but excluding any Excess Cash Flow payments;
- (v) any factoring expenses, to the extent permitted by the applicable BB&T Loan Documents;

(c) The required Excess Cash Flow payments will be made annually for the prior fiscal year of Debtors but not later than April 30 of each year, commencing April 30, 2018 for Debtors' 2017 fiscal year.

(d) *Each payment shall be accompanied by a BB&T form Covenant Compliance Certificate and the calculations of the payment.*

4. Guaranty and Surety Agreements; Collateral. *Guaranty and Surety Agreements or similar Guaranty Agreements (each, a “Guaranty”) constituting part of the BB&T Loan Documents will continue to be applicable to the BB&T Allowed Secured Claims, including for purposes of clarity, each Guaranty provided by Timothy Satterfield, Marilyn Satterfield, and Smokey Mountain Properties, LLC (each, a “Guarantor”, and collectively, jointly and severally, the “Guarantors”), notwithstanding that the Guarantors will become principally obligated with the Debtors for repayment of the Consolidated Loan. The Guarantors will provide any amendments to the BB&T Loan Documents as required by BB&T (for purposes of clarity and avoidance of doubt, the existing loan structure and existing collateral for the SBA Loan remains unmodified and unchanged, and will be reaffirmed). BB&T will retain its lien positions and rights in and to all existing collateral for the current BB&T Loans, including the collateral presently provided by the Guarantors and related parties to the Debtors, as collateral for the Consolidated Loan and the SBA Loan, jointly and severally. Prior to the Confirmation Date, each Guarantor will provide to BB&T, as a condition to BB&T’s obligations, a confidential personal or company financial statement, as applicable, made under oath as to accuracy and complete disclosure, in form reasonably acceptable to BB&T.*

Excess Assets

The Debtors will submit to BB&T in writing by no later than twenty (20) days prior to the first scheduled hearing date on the Debtors’ proposed Disclosure Statement a list specifying precisely which equipment, vehicles, real estate, and other collateral Debtors agree are not necessary for Debtors’ reorganization and will provide within five (5) days of BB&T’s request a reasonable explanation of the need for, or will add to the list of equipment, vehicles, real estate and other collateral not required for Debtor’s reorganization, any assets which BB&T suggests are not necessary for Debtor’s reorganization (“Excess Assets”). A schedule of Excess Assets approved by the Debtors and BB&T will be included by Exhibit to the Plan prior to confirmation. Promptly after determination of Debtors’ Excess Assets, Debtors will, with BB&T prior reasonable consent and approval as to parties, terms and conditions, timing, methods of sale, and other matters relating to sale and disposition of the Excess Assets, arrange for the sale of any and all Excess Assets, which will include, without limitation, the John Brady Drive business real estate and all real property owned by Timothy and/or Marilyn Satterfield, except their residence, by auction or otherwise as agreed, which will be confirmed and ordered by Court order obtained by Debtors at Debtors’ expense to the extent required under the Bankruptcy Code or the terms of the confirmed Plan. On the Consolidation Date, the debt owed to BB&T in respect of the Consolidated Loan will be set as provided under “Treatment” above and after applying the proceeds of prior sales of Debtors’ Excess Assets, if any. Net proceeds of post-confirmation liquidation of Excess Assets and the aforementioned real estate by the Debtors and/or Guarantors shall likewise be applied to reduce the principal balance of the Consolidated Loan, in each case in inverse order of maturity and without interrupting any regularly scheduled payment of principal or interest to be made thereon. If within one (1) year of the Plan Confirmation Date any of the Excess Assets and/or aforementioned collateral of the Debtors (real and personal) has not been sold, upon BB&T demand the Debtors and/or Guarantors will turn over the unsold collateral to BB&T or will take all action directed by BB&T without delay to

liquidate the remaining Excess Assets and apply the proceeds (net of reasonable and customary costs and expenses of sale including sales commissions and BB&T's reasonable legal fees and expenses incurred in connection with the disposition of such collateral) to the last payments becoming due under the Consolidated Loan.

Rents and Royalties

The rents and royalties presently being collected by BB&T from Debtors' tenants and licensees will continue to be collected by BB&T and will be used first to make required payments of the SBA Loan. Any funds collected by BB&T in excess of the amount needed to service the SBA Loan shall be held in escrow by BB&T and, so long as no default or event of default occurs, will be used to pay directly or to reimburse Debtors (at BB&T's option) for payment of post-petition real estate taxes which have or will become due, and thereafter (b) will be applied to principal, interest or costs owed in respect of the Consolidated Loan, in inverse order of maturity. When the rent and royalty payments end, or are insufficient, it will be the Debtors' sole obligation to timely make such payments, so for clarity, it is understood that insurance, real estate taxes, and other real estate operating costs and expenses either are paid by the real estate tenant or paid by the Debtors and do not come from BB&T funds.

Debtors' Assets Not Subject to BB&T Security Interest

It is understood that any liquidation of the Debtors' assets that are not secured or are not subject to a perfected security interest by BB&T, but are secured by other creditors, such as vehicle loans, can be liquidated and the existing vehicle loans can be paid and any excess proceeds can be used for general corporate purposes. It is understood that BB&T does not have liens on several of the vehicles.

Conditions Precedent

The terms and conditions of BB&T's agreement to the forgoing general principles, and to the terms and conditions of the Consolidated Loan and the SBA Loan to be effective as of the Consolidation Date, will be evidenced by an amendment to such of the BB&T Loan Documents, and/or or an amended and restated Loan Agreement and such other BB&T asset-based lending documents, as BB&T may require to be executed and delivered to BB&T by the Debtors, Guarantors, and other required parties thereto, and to BB&T satisfaction with due diligence investigations (such as satisfactory lien and title searches, environmental and other investigations, and receipt and content of financial statements and other information from the Debtors and Guarantors) as BB&T may require consistent with BB&T normal asset-based lending standards and requirements, as a condition of the Plan Confirmation. The required BB&T loan and other documents and instruments shall be in form and substance satisfactory to BB&T, will contain representations, warranties, affirmative and negative covenants, events of default, and other terms, conditions and provisions consistent with BB&T asset-based commercial loans of similar character to borrowers similar to Debtors, including without limiting the generality of the forgoing, provisions related to repayment of the SBA Loan and Consolidated Loan set forth above. Payment of the fees and expenses of BB&T in connection with the closing and loan restructuring, including fees and expenses of BB&T legal counsel not exceeding \$35,000, shall be the obligation of the Debtors and shall be due and payable on or before the Plan Confirmation Date.

Required Deliveries

In furtherance of the requirements set forth above, not later than twenty (20) days prior to the first scheduled hearing date on the Debtors' Disclosure Statement, the Debtors shall deliver to BB&T: (a) a current and complete list of Excess Assets and (b) a personal financial statement for Timothy and Marilyn Satterfield, and a company financial statement for Smokey Mountain Properties, LLC, each fully completed on BB&T's standard form, each attested and certified by both Tim and Marilyn Satterfield under penalty of perjury to be in all material respects a full and complete list of all assets owned by each party, respectively, and to be true, correct and complete. The Satterfields shall confirm as a condition to Plan confirmation that the information in each financial statement remains true and correct in all material respects as of the Plan Confirmation Date, or if different, will specifically identify any discrepancies

Additional Terms and Conditions

It is anticipated that the loan documents may contain additional provisions which are mutually agreeable to the parties.

4.2 CLASS II Secured Claim – Ally Financial

Impairment and Voting. *Class II is impaired by the Plan. The holder of a Class II Claim is entitled to vote to accept or reject the Plan.*

The Class II claim consists of the allowed combined claims of Ally Financial, which is secured by perfected liens on particular vehicles consisting of the following:

<i>Claim No.</i>	<i>Loan No.</i>	<i>Collateral</i>	<i>Amount</i>
6-1	4477	2012 Dodge Ram Pick Up VIN Ending in 130159	9,164.88
7-1	2199	2012 Dodge Ram Pick Up VIN Ending in 164759	6,133.33
8-1	7818	2012 Dodge Ram Pick Up VIN Ending in 124359	8,994.23
9-1	2111	2012 Dodge Ram Pick Up VIN Ending in 143177	3,910.09
10-1	2003	2012 Dodge Ram Pick Up VIN Ending in 109533	5,454.30
11-1	3875	2011 Dodge Ram Pick Up VIN Ending in 613229	3,892.64
12-1	3168	2011 Dodge Ram Pick Up VIN Ending in 595086	4,367.83
13-1	2939	2011 Dodge Ram Pick Up VIN Ending in 629055	4,315.86
14-1	1526	2011 Dodge Ram Pick Up VIN Ending in 629056	4,315.86
15-1	0744	2012 Dodge Ram Pick Up VIN Ending in 128827	9,165.00
16-1	7063	2012 Dodge Ram Pick Up VIN Ending in 100479	8,752.98
17-1	1481	2012 Dodge Ram Pick Up VIN Ending in 128828	9,165.00
<i>Total</i>			<i>77,632.00</i>

The allowed Class II claim shall be treated as follows: The Allowed

Claim¹ shall be paid in equal monthly installments over a 24 month period. The anticipated monthly payment on the claim shall be \$3,600.00. The Debtor has been making payments to the Class II creditor.

4.3 CLASS III Claim – Wells Fargo Finance

Impairment and Voting. *Class III is impaired by the Plan. The holder of a Class III Claim is entitled to vote to accept or reject the Plan.*

The Class III claim consists of the allowed secured claim of Wells Fargo Equipment Finance, which is secured by perfected liens on personal property consisting of a boom lift and scissor lift.

The allowed Class III claim shall be treated as follows: The Allowed Claim in the amount of \$18,061.00 shall be paid in equal monthly installments over a 23 month period. The anticipated monthly payment on the claim shall be \$798.00. The Debtor has been making payments to the Class III creditor.

4.4 CLASS IV - Caterpillar Financial

Impairment and Voting. *Class IV is impaired by the Plan. The holder of a Class IV Claim is entitled to vote to accept or reject the Plan.*

The Class IV claim consists of the allowed secured claim of Caterpillar Financial, which is secured by perfected liens on personal property consisting of 5 hydrologic excavators.

The allowed Class IV claim shall be treated as follows: The Allowed Claim in the amount of \$176,161.87 shall be paid in equal monthly installments amortized over a 60 month period at an annual interest rate of 7.45%. The anticipated monthly payment on the claim shall be \$3,525.74. The first payment shall be due 30 days after the Effective Date.

4.5 Class V – Citizens Bank, N.A

Impairment and Voting. *Class V is impaired by the Plan. The holder of a Class V Claim is entitled to vote to accept or reject the Plan.*

The Class V claim consists of the allowed secured claim of Citizens Bank, N.A., which is secured by a perfected lien on personal property consisting of 2014 GMC Sierra.

The allowed Class V claim shall be treated as follows: The Allowed Claim in the amount of \$33,460.00 shall be paid in equal monthly installments over a 32 month period. The monthly payment on the claim shall be \$1,063.00². The first payment shall be due 30 days after the Effective Date.

4.6 Class VI- Delage Landon

Impairment and Voting. *Class VI is impaired by the Plan. The holder of a Class VI Claim is entitled to vote to accept or reject the Plan.*

The Class VI claim consists of the allowed secured claim of Delage Landon, which is secured by a perfected lien on personal property consisting of combo-lift.

¹ This treatment has been agreed to by a Stipulation filed by the parties and approved by Order of Court dated May 24, 2017 (See Docket Entry 180).

² This treatment has been agreed to by a Stipulation filed by the parties and approved by Order of Court dated January 27, 2017 (See Docket Entry 129).

The allowed Class VI claim shall be treated as follows: The Allowed Claim in the amount of \$20,254.00 shall be paid in equal monthly installments over a 24 month period. The monthly payment on the claim shall be \$844.00. The first payment shall be due 30 days after the Effective Date.

4.7 Class VII – Real Estate Taxes

Impairment and Voting. *Class VII is impaired by the Plan. The holder of a Class VII Claim is entitled to vote to accept or reject the Plan.*

Class VII consists of the allowed secured claims of the various Real Estate Taxing Authorities for pre-petition real estate taxes, which are secured by perfected liens on real estate consisting of all of the real estate owned by Arc Tech, Inc. The real property is identified as follows:

Location	Description	Scheduled Value
Muncy	87.77 Acres of Vacant Land	\$500,000.00
Trout Run	Commercial Building	\$700,000.00
Reach Road, Williamsport	Commercial Building	\$1,500,000.00

Allowed Class VII claims shall be treated as follows: The total estimated amount of Allowed Class VII Claims is \$112,251.87. Allowed Class VII Claims shall be paid in equal monthly installments over a 60 month period. The total monthly payment on all Allowed Class VII Claims is estimated to be \$112,251.87. The first payment on each Allowed Class VII Claim shall be due 30 days after the Effective Date.

4.8 CLASS VIII- Priority Unsecured and Administrative Wage and Benefit Claims

Impairment and Voting. *Class VIII is impaired by the Plan. The holder of a Class VIII Claim is entitled to vote to accept or reject the Plan.*

Class VIII consists of the allowed priority and administrative claims of the various union entities and employees to the extent that they do not exceed the the statutory limits set forth in 11 U.S.C. § 507.

Allowed Class VIII claims shall be treated as follows: The total of all Allowed Class VIII Claims is estimated to be \$909,097.00. Allowed Class VIII Claims shall be paid in equal monthly installments over a 60 month period. The total monthly payment on all Allowed Class VIII Claims is anticipated to be \$15,151.60. The first payment on each Allowed Class VIII Claim shall be due 30 days after the Effective Date.

4.9 CLASS IX- Secured and Priority Tax Claims

Impairment and Voting. *Class IX is impaired by the Plan. The holder of a Class IX Claim is entitled to vote to accept or reject the Plan.*

Class IX consists of the allowed secured and unsecured priority claims of the various taxing authorities.

Allowed Class IX claims shall be treated as follows: The total of all Allowed Class IX Claims is estimated to be \$167,154.53.³ Allowed Class IX Claims shall be paid in equal monthly installments amortized over a 60 month period at an annual interest rate of 3%. The total monthly payment on all Allowed Class IX Claims is anticipated to be \$2,857.30⁴. The first payment on each Allowed Class IX Claim shall be

³ This amount is an estimate based upon the Proofs of Claim filed by taxing authorities in the case to date.

⁴ This amount may be adjusted based upon the claims filed.

due 30 days after the Effective Date.

4.10 CLASS X - General Unsecured Claims

Impairment and Voting. Class X is impaired by the Plan. The holder of a Class X Claim is entitled to vote to accept or reject the Plan.

Class X consists of the allowed general unsecured claims against the Debtors.

Allowed Class X claims shall be treated as follows: Holders of Allowed Class Claims in the cumulative estimated amount of \$2,171,764.90 shall receive a total amount of \$100,000.00, which shall be distributed pro rata based upon the allowed amount of the claims, in equal annual installments of \$20,000.00 over 5 years. The first payment shall be due 30 days after the Effective Date. **The payments shall be paid into an approved escrow account and then paid out on the yearly anniversary of the Effective Date.**

4.11 CLASS XI- Common Stock Equity Interests

Impairment and Voting. Class XI is not impaired by the Plan. The holder of a Class XI Claim is not entitled to vote to accept or reject the Plan.

Class XI is comprised of the holders of Common Stock of the Debtor, and each shall retain such interest upon confirmation.

B. Summary Of Other Provisions

The Plan also contains various other provisions, including those pertaining to the following:

1. **Provisions for Treatment of Disputed Claims.** Except as to applications for allowance of compensation and reimbursement of expenses under sections 330, 331 and 503 of the Bankruptcy Code, the Debtor shall, on and after the Effective Date, have the exclusive right to make and file objections to Administrative Expense Claims and Claims. On and after the Effective Date, the Debtor shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to Administrative Expense Claims and Claims and compromise, settle or otherwise resolve Disputed Administrative Expense Claims and Disputed Claims without approval of the Bankruptcy Court. Unless otherwise ordered by the Bankruptcy Court, the Debtor shall file all objections to Administrative Expense Claims that are the subject of proofs of claim or requests for payment filed with the Bankruptcy Court (other than applications for allowances of compensation and reimbursement of expenses) and Claims and serve such objections upon the holder of the Administrative Expense Claim or Claim as to which the objection is made as soon as is practicable, but in no event later than thirty (30) days after the Effective Date or such later date as may be approved by the Bankruptcy Court.

2. **Method of Distribution Under the Plan.** Pursuant to the Plan, distributions shall be made by the Plan Administrator in accordance with the priorities established therein. At the option of the Plan Administrator, any Cash payment to be made pursuant to the Plan may be made by check or wire transfer. Attached to this Disclosure Statement as **Exhibit "A"**, is a projection of the Debtor's cash flow and budget through the life of the Plan, showing the anticipated payments to the holders of Allowed Claims through the life of the Plan.

Distributions to the holders of Allowed Claims will be made as follows: (i) at the

address set forth in the Schedules unless superseded by the address set forth on the proofs of Claim filed by holders of Claims, or (ii) at the address set forth in any written notice of address change delivered to the Plan Administrator after the date of filing of any proof of Claim. If any holder's distribution is returned as undeliverable, the Plan Administrator will take reasonable steps to attempt to deliver the distribution to the holder of the Allowed Claim. Any holder of an Allowed Claim that does not advise the Plan Administrator that it has not received its, his or her distribution within ninety (90) days after the date of attempted distribution will have its, his or her Claim for such undeliverable distribution discharged and will be forever barred from asserting any such Claim against the Debtor, its property, or the Committee. Distributions must be negotiated within ninety (90) days of the date of distribution. Any distributions which are undeliverable and unclaimed or have not been cashed within the time periods set forth above shall become available for distribution to the holders of Allowed Claims in accordance with the Plan and the holder of an unclaimed or undeliverable distribution shall not be entitled to any further distribution under the Plan.

3. **Plan Administrator.** Timothy Satterfield, President of the Debtors, shall serve as the Plan Administrator without Bond. The Plan Administrator shall act in the same fiduciary capacity as applicable to a board of directors and its officers; those officers and directors who served in such capacity immediately prior to the Effective Date shall be replaced by the Plan Administrator on the Effective Date. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Debtors. All distributions to be made under the Plan shall be made by the Plan Administrator. The duties and powers of the Plan Administrator shall include, but not be limited to, the following:

(i) To exercise all power and authority that may be necessary to implement the Plan, commence and prosecute all proceedings that may be commenced and take all actions that may be taken by any officer, director or shareholder of the Debtor with like effect as if authorized, exercised and taken by unanimous action of such officers, directors and shareholders, including consummating the Plan;

(ii) To maintain all bank accounts, make distributions and take other actions consistent with the Plan, including the maintenance of appropriate reserves, in the name of the Debtor;

(iii) To take all steps reasonably necessary and practicable to continue the corporate existence of the Debtors;

(iv) To make decisions regarding the retention or engagement of professionals or other persons by the post-Effective Date Debtors, and to pay, without court approval, all reasonable fees and expenses of the Debtor and its estate accruing from and after the Effective Date;

(v) To take all other actions not inconsistent with the provisions of the Plan which the Plan Administrator deems reasonably necessary or desirable in connection with the administration and consummation of the Plan; and

(vi) To exercise such other powers as may be vested in the Plan Administrator by order of the Bankruptcy Court.

4. **Retention of Jurisdiction by the Bankruptcy Court.** Pursuant to the Plan, the Bankruptcy Court shall retain jurisdiction of all matters arising out of, and related to, the Chapter 11 Case and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

(a) To hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, if any are pending, and the allowance of any Claims resulting therefrom;

(b) To hear and determine any and all adversary proceedings, applications and contested matters, even if filed after confirmation of the Plan;

(c) To hear and determine any objections to Administrative Expense Claims, Claims or Equity Interests;

(d) 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;

(e) To issue such orders in aid of execution and consummation of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

(f) To consider any amendments to or modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(g) To hear and determine all applications for compensation and reimbursement of expenses of professionals under sections 330, 331 and 503(b) of the Bankruptcy Code;

(h) To hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan;

(i) To recover all assets of the Debtor and property of the Debtor's estate, wherever located;

(j) To hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

(k) To hear and determine any requests by the Debtor to sell any asset pursuant to section 363 of the Bankruptcy Code;

(l) To hear any other matter not inconsistent with the Bankruptcy Code; and

(m) To enter a final decree closing the Chapter 11 Case.

6. **Modification of the Plan.** Alterations, amendments or modifications of or to the Plan may be proposed in writing by the Plan Proponent at any time prior to the Confirmation Date, provided that the Plan, as altered, amended or modified, satisfies the conditions of sections 1122 and 1123 of the Bankruptcy Code, and the Debtor shall have complied with section 1125 of the Bankruptcy Code. The Plan may be altered, amended or modified by the Debtor at any time after the Confirmation Date and before substantial consummation provided that the Plan, as altered, amended or modified, satisfies the requirements of sections 1122, 1123, and 1127 of the Bankruptcy Code and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as altered, amended or modified, under section 1129 of the Bankruptcy Code and the circumstances warrant such alterations, amendments or modifications. A holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder. Prior to the Effective Date, the Debtor may make appropriate technical non-material modifications to the Plan or the Disclosure Statement without further order or approval of the Bankruptcy Court, provided that such technical modifications do not adversely affect the treatment of holders of Claims or Equity Interests.

7. **Injunction.** Except as otherwise expressly provided in the Plan, the Confirmation Order or a separate order of the Bankruptcy Court, all Entities who have held, hold or may hold pre-petition Claims against the Debtors and/or their estates are permanently enjoined, from and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim, (b) the enforcement, attachment, collection or recovery by any manner or

means of any judgment, award, decree or order against the Debtors on account of any such Claim, (c) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or against the property of the Debtors with respect to any such Claim, (d) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtor or against the property or interests in property of the Debtors, and (e) commencing or continuing in any manner any action or other proceeding of any kind with respect to any claims and Causes of Action which are extinguished, dismissed or released pursuant to the Plan. Such injunction shall extend to successors of the Debtors and its property and interests in property. None of the foregoing shall enjoin the rights of holders of Claims or Equity Interests that arise under or are preserved by the Plan.

8. **Exculpation Provision.** Neither the Plan Proponent, nor any of its respective members, officers, directors, employees, advisors, professionals or agents shall have or incur any liability to any holder of a Claim or Equity Interest for any act or omission in connection with, related to, or arising out of, the Chapter 11 Case, negotiations regarding or concerning the Plan, the pursuit of confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan, or any pre-petition acts or omissions to the maximum extent permissible under applicable law, except for willful misconduct or gross negligence, and, in all respects, the Plan Proponent, and their respective members, officers, directors, employees, advisors, professionals and agents shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

9. **Revesting of Assets.** The Plan provides that from and after the Effective Date, the Debtors, may, without further Bankruptcy Court approval, use, sell, transfer, assign, abandon or otherwise dispose of any of the Debtors' remaining assets for the purpose of reorganizing the Debtors' estates and converting such assets to Cash, for the purpose of making distributions and fully consummating the Plan.

10. **Budget of Payments.** Attached to this Disclosure Statement as **Exhibit "A"** is the projected cash flow and budget of the Debtors, showing the anticipated payments through the life of the Plan.

11. **Dissolution of the Committee.** If Applicable, upon the occurrence of the Effective Date, the Committee shall dissolve. Neither the Committee, nor any of their respective members, officers, directors, employees, advisors, professionals or agents shall have or incur any liability to any holder of a Claim or Equity Interest for any act or omission in connection with, related to, or arising out of, the Chapter 11 Case, negotiations regarding or concerning the Plan, the pursuit of confirmation of the Plan, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan, except for willful misconduct or gross negligence, and, in all respects, the Committee, and each of their respective members, officers, directors, employees, advisors, professionals and agents shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

VI. CONFIRMATION OF THE PLAN

A. Acceptance

To confirm the Plan, the Bankruptcy Code requires that the Bankruptcy Court make a series of findings concerning the Plan and the Debtor, including that: (i) the Plan classifies Claims and Equity Interests in a permissible manner; (ii) the Plan complies with applicable provisions of the Bankruptcy Code; (iii) the Debtor complies with applicable provisions of the Bankruptcy Code; (iv) the Plan has been accepted by the requisite votes of holders of Claims

(except to the extent that cramdown is available under section 1129(b) of the Bankruptcy Code); (v) the Plan has been proposed in good faith and not by any means forbidden by law; (vi) the disclosure required by section 1125 of the Bankruptcy Code has been made; (vii) the Plan is feasible and confirmation will likely not be followed by the liquidation or the need for further financial reorganization of the Debtor, unless such liquidation or reorganization is proposed in the Plan (as is the case here); (viii) the Plan is in the “best interests” of all holders of Claims in an impaired Class by providing to such holders on account of their Claims property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain in a chapter 7 liquidation, unless each holder of a Claim in such Class has accepted the Plan; (ix) all fees and expenses payable under 28 U.S.C. Section 1930 (fees owing to the bankruptcy clerk and the United States Trustee) have been paid or the Plan provides for their payment on the Effective Date; and (x) if applicable, the Plan provides for the continuation after the Effective Date of all retiree benefits, as defined under section 1114 of the Bankruptcy Code, at the level established prior to confirmation for the duration of the period that the Debtor has obligated itself to provide such benefits.

Section 1126 of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of claims in that Class, but for that purpose counts only those who actually vote to accept or reject the plan. Thus, a class will have voted to accept the Plan if two-thirds (2/3) in amount and a majority in number actually voting cast their Ballots in favor of acceptance.

B. Best Interests Test

Notwithstanding acceptance of the Plan by the requisite majorities of the holders of Claims in Classes entitled to vote, in order to confirm the Plan, the Bankruptcy Court must independently determine that the Plan is in the best interests of all Classes impaired by the Plan. In order to confirm the Plan, the Bankruptcy Court must find that the Plan provides to each Entity who rejects the Plan a recovery which has a value at least equal to the value of the distribution which each such Entity would receive if all of the Debtor’s assets which are property of its estate were liquidated under chapter 7 of the Bankruptcy Code.

To calculate what creditors would recover in a chapter 7 liquidation, the Bankruptcy Court must first determine the aggregate dollar amount that would be generated from the Debtor’s remaining assets if the Chapter 11 Case was converted to chapter 7 and the assets were liquidated by a trustee in bankruptcy. Upon liquidation, the potential distribution available to creditors may be reduced (a) to the extent of the value of the Collateral securing the Claims of secured creditors, and (b) by the costs of liquidation under chapter 7, which costs would include the compensation of a trustee, disposition expenses, including possible transfer taxes which may not be payable under chapter 11, all unpaid expenses incurred by the Debtor during the Chapter 11 Case (such as compensation of professionals), litigation costs (if any), and Claims arising during the pendency of the Chapter 11 Case and the chapter 7 liquidation proceedings. There may be included chapter 11 Administrative Expense Claims for the failure of the Debtor to fulfill post-petition contracts, if any. These Claims would have to be paid in full out of the liquidation proceeds before the balance, if any, would be made available to pay unsecured creditors. Moreover, any proceeds available for distribution would be reduced by the cost attributable to the time value of money resulting from what is likely to be a more protracted proceeding.

The Debtors have evaluated the range of returns to holders of Claims under the Plan, and have compared that anticipated return with what the Debtors believe will be realized if a forced liquidation occurs under chapter 7 of the Bankruptcy Code. Based on this evaluation it would appear that substantially all of the Debtors’ assets are encumbered and there would be no equity available for distribution to priority unsecured creditors or general unsecured

creditors, therefore *the Debtors believe that unsecured creditors will obtain a recovery from the estate under the Plan of a value in excess of what otherwise would be available if the remaining assets of the Debtors were liquidated and distribution made pursuant to chapter 7 of the Bankruptcy Code*. Put differently, it seems much more likely that the assets available for distribution, after the costs of closing the Debtors' operations and attempting to liquidate the Debtors' assets, will be severely diminished in the context of a liquidation under chapter 7 than under the Plan.

The liquidation analysis, attached hereto as **Exhibit "B"**, for the Debtors demonstrates that the proposed distribution to unsecured creditors under the Plan would greatly exceed any amount they might receive in a liquidation of assets under Chapter 7 of the Bankruptcy Code.

C. Cramdown

The Bankruptcy Code contains provisions for confirmation of a plan even if the plan is not accepted by all impaired classes, as long as at least one impaired class of claims has voted to accept the plan. These "cramdown" provisions are set forth in Section 1129(b) of the Bankruptcy Code.

The Plan may be confirmed pursuant to the cramdown provisions if, in addition to satisfying other requirements of section 1129 of the Bankruptcy Code, the Plan: (i) "does not discriminate unfairly"; and (ii) "is fair and equitable with respect to each Class of claims or equity interests that is impaired under, and has not accepted, the Plan." As used by the Bankruptcy Code, the phrases "discriminate unfairly" and "fair and equitable" have meanings unique to bankruptcy law.

The requirement that a plan "not discriminate unfairly" means that a dissenting class must be treated equally with respect to other classes of equal rank. A plan does not discriminate unfairly if claims or interests in different classes but with similar priorities and characteristics receive or retain property of a similar value under a plan. By establishing separate Classes for the holders of each type of Claim and Equity Interest and by treating each holder of a Claim and Equity Interest in each Class the same, the Debtor, along with the Committee, submits that the Plan does not "discriminate unfairly" with respect to any Class of Claims or Equity Interests.

The "fair and equitable" standard, also known as the "absolute priority rule", has different meanings with respect to secured and unsecured claims. With respect to secured claims, for a plan to be fair and equitable, the plan may provide, among other things, that the holder of such claims retain the liens securing those claims to the extent of the allowed amount of such claims, and that such holder receive on account of such claim deferred cash payments totaling at least the allowed amount of such claim of a value, as of the effective date of the plan, of at least the value of such holder's interest in the estate's interest in such property. Alternatively, a plan may provide for the realization by the holders of secured claims of the indubitable equivalent of such claims. Here, the Plan provides that the holders of all types of Secured Claims receive that which they are entitled to under section 1129 of the Bankruptcy Code by virtue of the treatment under the Plan which contemplates the payment by the Debtor of Cash in an amount sufficient to satisfy any Allowed Secured Claims or the surrender of the Collateral securing any such Allowed Secured Claims.

With respect to a class of unsecured creditors, a plan can be fair and equitable if it provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date, equal to the allowed amount of the claim, or if it provides that the holder of a claim or interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or interest any property.

With respect to a class of equity interests, a plan can be fair and equitable if (i) each holder of an equity interest will receive or retain under the Plan property of a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of the interest or (ii) the holder of an interest that is junior to the non-accepting class will not receive or retain any property under the plan. The Plan's treatment of Common Stock Equity Interests comports with the Bankruptcy Code's fair and equitable requirement in this regard. More specifically, under the Plan the holders of Allowed Common Stock Equity Interests may not receive any distributions on account of such Equity Interests, except to the extent that Available Cash exceeds the amount necessary to satisfy all Allowed Claims plus Post-petition Interest thereon.

Pursuant to Section 1129(b) of the Bankruptcy Code, the Debtors intend to request confirmation of the Plan in the event that all of the applicable requirements of Section 1129(a), other than Section 1129(a)(8), are met.

D. Feasibility

The Bankruptcy Code permits a plan to be confirmed if it is not likely to be followed by liquidation or the need for further financial reorganization unless such liquidation or reorganization is proposed in the Plan. The Plan provides for the continuation of the Debtors' businesses without the expectation that it will be followed by a liquidation and, therefore, the Debtors believe that the Plan complies with the financial feasibility standard of section 1129(a)(11) of the Bankruptcy Code. Attached hereto as **Exhibit "A"** are projections for five years.

VII. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

If the Plan is not confirmed and consummated, the Debtor's alternatives include (i) liquidation of the Debtors under chapter 7 of the Bankruptcy Code, (ii) liquidation of the Debtors under chapter 11 of the Bankruptcy Code, and (iii) the preparation and presentation of an alternative plan of reorganization.

A. Liquidation Under Chapter 7

If no chapter 11 plan can be confirmed, the Chapter 11 Case may be converted to a case under Chapter 7 of the Bankruptcy Code in which a trustee would be elected or appointed to liquidate the remaining assets of the Debtors. A discussion of the anticipated effect that a Chapter 7 liquidation would have on the recoveries of holders of Claims is set forth above. The Debtors believe that liquidation under Chapter 7 would result in, among other things, significantly less funds being distributed to unsecured creditors because of, among other things, additional administrative expenses attendant to the appointment of a trustee, the trustee's employment of professionals, the loss of approximately 60 jobs for the Debtor's employees and the significant costs associated with shutting down the Debtors' operations.

B. Liquidation Under Chapter 11

A debtor may also form a liquidating plan of reorganization under Chapter 11 of the Bankruptcy Code. A liquidation under this chapter would allow the creditors of the Debtor to avoid certain costs, such as the compensation of a trustee, disposition expenses (including possible transfer taxes), all unpaid expenses incurred by the Debtor during the Chapter 11 Case, litigation costs (if any), and Claims arising during the pendency of the Chapter 11 Case and the chapter 7 liquidation proceedings. However, liquidation under chapter 11 of the Bankruptcy

Code will not permit the Debtors to continue its business activities. The Debtors are in a position to continue their business activities going forward, and liquidation will defeat the purpose of the Chapter 11 Case.

C. Alternative Plan of Reorganization

If the Plan is not confirmed, the Debtors, the Committee, or any other party in interest if the Debtors' exclusivity period has expired or has been terminated, could attempt to formulate a different plan of reorganization. Because the Plan as proposed calls for the reorganization of the Debtors' assets and the distribution of Cash in accordance with the priorities of the Bankruptcy Code, it is difficult to conceive of an alternative plan of reorganization. The Plan, in the opinion of the Debtors, represent the best alternative to protect the interests of creditors and parties in interest.

VIII. EFFECT OF CONFIRMATION OF THE PLAN.

In accordance with section 1141 of the Bankruptcy Code, the provisions of the Plan, if confirmed, will bind the Debtors and all creditors and holders of Equity Interests. The Plan binds the holders of Claims and Equity Interests, whether or not the Claim or Equity Interest is impaired under the Plan, and whether or not the holder of such Claim or Equity Interest has accepted the Plan.

IX. RISK FACTORS

The distributions and recoveries set forth in this Disclosure Statement are based on the Debtors' estimates of Allowed Claims. The Debtors project that the Claims asserted against it will be resolved and reduced to an amount that approximates its estimates and may seek an order or orders from the Bankruptcy Court estimating the dollar amount of certain Allowed and Disputed Claims. There can be no assurance that such assumptions will prove accurate. In addition, if and to the extent that the Debtors have underestimated the amount of Allowed Claims or reserves for Disputed Claims, the Debtors could be required to redirect Cash to such disputed Cash reserves, resulting in a potential dilution of Available Cash. These risk factors should not, however, be regarded as constituting the only risks involved in connection with the Plan and its implementation. The Debtors reserve the right to object to the amount and classification of any Claim. Thus, the estimates set forth in this Disclosure Statement and the Reorganization Analysis affixed hereto cannot be relied upon by any creditor whose Claim is subject to a successful objection. Any such creditor may not receive the estimated distributions set forth herein.

X. CONCLUSION

For all of the reasons set forth in this Disclosure Statement, the Debtors believe that confirmation and consummation of the Plan is preferable to all other alternatives.

Respectfully submitted,

Nuweld, Inc.

By: /s/Timothy Satterfield

Timothy Satterfield, President

Arc Tech, Inc.

By: /s/Timothy Satterfield

Timothy Satterfield, President

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/s/Mark J. Conway

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Dated: September 20, 2017

NuWeld, Inc													
2017 AND 2018 P&L	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	TOTAL
Proforma													
Sales													
Shop	\$275,000	\$225,000	\$250,000	\$200,000	\$275,000	\$300,000	\$375,000	\$375,000	\$300,000	\$350,000	\$250,000	\$300,000	\$3,475,000
Field	\$300,000	\$300,000	\$225,000	\$250,000	\$375,000	\$450,000	\$450,000	\$480,000	\$400,000	\$375,000	\$425,000	\$325,000	\$4,355,000
Misc													\$0
Total Sales	\$575,000	\$525,000	\$475,000	\$450,000	\$650,000	\$750,000	\$825,000	\$855,000	\$700,000	\$725,000	\$675,000	\$625,000	\$7,830,000
Cost of Sales													
Factoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Shop Material	\$17,500	\$20,475	\$16,750	\$17,745	\$18,211	\$21,745	\$32,750	\$35,410	\$17,750	\$20,400	\$22,000	\$25,000	\$265,736
Shop Labor	\$62,500	\$51,250	\$62,500	\$51,250	\$68,425	\$73,845	\$95,850	\$106,250	\$73,843	\$75,000	\$68,425	\$73,845	\$862,983
Shop Fringe													\$0
Union Benefits	\$41,875	\$28,187	\$41,875	\$28,187	\$45,844	\$49,234	\$64,219	\$71,188	\$49,234	\$39,410	\$45,844	\$49,234	\$554,331
ER FICA	\$4,781	\$3,875	\$4,781	\$3,875	\$5,236	\$5,649	\$7,333	\$8,128	\$5,649	\$5,670	\$5,236	\$5,649	\$65,862
FUTA/SUTA	\$0	\$3,157	\$7,050	\$5,740	\$7,664	\$8,271	\$4,699	\$3,215	\$6,645	\$7,112	\$0	\$0	\$53,552
ER Safe Harbor 401K	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Material	\$21,050	\$15,575	\$14,500	\$9,890	\$12,842	\$15,850	\$16,000	\$16,500	\$16,275	\$28,750	\$25,750	\$17,250	\$210,232
Field Labor	\$87,500	\$87,500	\$65,125	\$70,400	\$101,250	\$121,500	\$121,500	\$129,650	\$110,582	\$95,150	\$116,250	\$99,412	\$1,205,819
Field Fringe													\$0
Union Benefits	\$58,625	\$58,625	\$43,633	\$45,768	\$67,838	\$81,405	\$81,405	\$86,866	\$77,407	\$66,605	\$81,375	\$69,588	\$819,139
ER FICA	\$6,693	\$6,693	\$4,982	\$5,385	\$7,766	\$9,295	\$9,295	\$9,914	\$8,459	\$7,278	\$8,893	\$7,605	\$92,258
FUTA/SUTA	\$0	\$9,800	\$7,294	\$7,885	\$8,952	\$8,952	\$5,874	\$2,855	\$14,928	\$12,845	\$0	\$0	\$79,385
Total Cost of Sales	\$300,524	\$285,137	\$268,490	\$246,125	\$344,027	\$395,745	\$438,925	\$469,975	\$380,772	\$358,220	\$373,773	\$347,583	\$4,209,297
Gross Profit	\$274,476	\$239,863	\$206,510	\$203,875	\$305,973	\$354,255	\$386,075	\$385,025	\$319,228	\$366,780	\$301,227	\$277,417	\$3,620,703
Expenses													
Admin - OFFICE PAYROLL	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$720,000
ER FICA	\$4,590	\$4,590	\$4,590	\$4,590	\$4,590	\$4,590	\$4,590	\$4,590	\$4,590	\$4,590	\$4,590	\$4,590	\$55,080
FUTA/SUTA	\$0	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$0	\$0	\$60,000
Eye/Dental/STD Ins.	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$2,750	\$33,000
Health Ins	\$23,250	\$23,250	\$23,250	\$23,250	\$23,250	\$23,250	\$23,250	\$23,250	\$23,250	\$23,250	\$23,250	\$23,250	\$279,000
ER Safe Harbor 401K	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$27,300
IT & Software Support (QB)	\$5,683	\$5,683	\$5,683	\$5,683	\$5,683	\$5,683	\$5,683	\$5,683	\$6,875	\$6,875	\$6,875	\$6,875	\$72,964
Subtotal - Admin Office Payroll	\$98,548	\$106,048	\$106,048	\$106,048	\$106,048	\$106,048	\$106,048	\$106,048	\$107,240	\$99,740	\$99,740	\$99,740	\$1,247,344
Quality Assurance	\$3,000	\$2,000	\$3,000	\$2,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$4,000	\$4,000	\$4,000	\$36,000
Safety	\$2,000	\$1,000	\$1,000	\$1,000	\$2,000	\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$20,000
Shop Supplies	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,000	\$3,000	\$3,000	\$3,000	\$40,000
Shipping Receiving	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Inspection	\$3,000	\$3,000	\$3,000	\$1,000	\$14,000	\$9,590	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$51,590
Fleet Services	\$6,000	\$6,000	\$6,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$7,000	\$7,000	\$8,000	\$8,000	\$73,000
Utilities	\$12,000	\$15,000	\$15,000	\$10,000	\$10,000	\$8,000	\$10,000	\$10,000	\$15,000	\$15,000	\$17,000	\$17,000	\$154,000
Engineering	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Human Resources	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
INSURANCE													\$0
Workers Compensation	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$11,250	\$15,750	\$15,750	\$15,750	\$20,250	\$20,250	\$20,250	\$175,500
General & Excess Liability	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$156,000
Pollution (Included in G/L)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Auto	\$3,554	\$3,554	\$3,554	\$4,250	\$4,250	\$4,250	\$4,250	\$4,250	\$5,800	\$5,800	\$5,800	\$5,800	\$55,112
Commercial Package	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$498	\$700	\$700	\$700	\$700	\$6,784
Inland Marine Package	\$1,523	\$1,523	\$1,523	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$21,444
Directors and Officers	\$1,507	\$1,507	\$1,507	\$1,507	\$1,507	\$1,507	\$1,507	\$1,507	\$1,810	\$1,810	\$1,810	\$1,810	\$19,296
ACCOUNTING SERVICES	\$10,000	\$0	\$0	\$0	\$20,000	\$0	\$0	\$5,000	\$0	\$0	\$5,000	\$0	\$40,000
LEGAL SERVICES	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$36,000
SALES AND MARKETING	\$1,500	\$1,500	\$1,500	\$0	\$1,500	\$0	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$15,000
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURED CLAIMS													\$0
CATERPILLAR FINANCIAL (60 Months)	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$35,232
ALLY FINANCES (24 Months)	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$43,200
CITIZEN ONE (32 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WELLS FARGO FINANCIAL (23 Months)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
DELAGE LONDON (24 Months)	\$844	\$844	\$844	\$844	\$844	\$844	\$844	\$844	\$844	\$844	\$844	\$844	\$10,128
UNSECURED CLAIMS - PRIORITY													\$0
UNION 524	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$39,312
UNION 520	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$116,340
UNION 542	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$11,160
COM OF PA-Unemployment (60 Months)	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$30,744
IFTA (60 months)	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$2,376
VACATION PAY (60 Months)	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$12,084
UNSECURED CLAIMS- NONPRIORITY													\$0
AP VENDORS-POT DISTRIBUTION	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$20,424
Rental of 2600 Reach Road	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$360,000
Total Expenses	\$236,630	\$235,130	\$235,130	\$226,678	\$263,178	\$234,268	\$236,678	\$241,678	\$246,425	\$244,425	\$252,425	\$247,425	\$2,900,070
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit	\$37,846	\$4,733	-\$28,620	-\$22,803	\$42,795	\$119,987	\$149,397	\$143,347	\$72,803	\$122,355	\$48,802	\$29,992	\$720,634
Payment to BB & T	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BB & T Interest Payments	\$27,128	\$27,128	\$27,128	\$27,128	\$27,128	\$27,128	\$27,128	\$27,128	\$27,128	\$27,128	\$27,128	\$27,128	\$325,536
US Trustees Fees	\$1,625	\$1,625	\$1,625	\$1,625	\$1,625	\$1,625	\$1,625	\$1,625	\$1,625	\$1,625	\$1,625	\$1,625	\$19,500
Total	\$28,753	\$28,753	\$28,753	\$28,753	\$28,753	\$28,753	\$28,753	\$28,753	\$28,753	\$28,753	\$28,753	\$28,753	\$345,036
Net Profit	\$9,093	-\$24,020	-\$57,373	-\$51,556	\$14,042	\$91,234	\$120,644	\$114,594	\$44,050	\$93,602	\$20,049	\$1,239	\$375,598
Estimated Quarterly Taxes	\$0	\$10,000	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,000
Total	\$9,093	-\$34,020	-\$57,373	-\$51,556	\$4,042	\$91,234	\$120,644	\$114,594	\$44,050	\$93,602	\$5,049	\$1,239	\$330,598

Exhibit "A"

NuWeld, Inc													
2018 AND 2019 P&L	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	TOTAL
Proforma													
Sales													
Shop	\$250,000	\$200,000	\$250,000	\$275,000	\$300,000	\$325,000	\$375,000	\$425,000	\$300,000	\$350,000	\$250,000	\$300,000	\$3,600,000
Field	\$350,000	\$300,000	\$200,000	\$300,000	\$375,000	\$450,000	\$450,000	\$480,000	\$400,000	\$375,000	\$425,000	\$325,000	\$4,430,000
Misc													\$0
Total Sales	\$600,000	\$500,000	\$450,000	\$575,000	\$675,000	\$775,000	\$825,000	\$905,000	\$700,000	\$725,000	\$675,000	\$625,000	\$8,030,000
Cost of Sales													
Factoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Shop Material	\$17,500	\$20,475	\$16,750	\$16,500	\$18,000	\$24,875	\$32,750	\$35,410	\$17,750	\$20,400	\$22,000	\$25,000	\$267,410
Shop Labor	\$62,500	\$51,250	\$62,500	\$64,275	\$73,845	\$74,557	\$95,850	\$106,250	\$73,843	\$75,000	\$68,425	\$73,845	\$882,140
Shop Fringe													\$0
Union Benefits	\$41,875	\$28,187	\$41,875	\$43,064	\$49,234	\$52,190	\$64,219	\$71,188	\$49,234	\$39,410	\$45,844	\$49,234	\$575,554
ER FICA	\$4,781	\$3,875	\$4,781	\$4,917	\$5,649	\$5,703	\$7,333	\$8,128	\$5,649	\$5,670	\$5,236	\$5,649	\$67,371
FUTA/SUTA	\$0	\$3,157	\$7,050	\$8,677	\$9,969	\$10,006	\$12,940	\$14,343	\$6,645	\$0	\$0	\$0	\$72,787
ER Safe Harbor 401K	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Material	\$21,050	\$14,500	\$14,500	\$17,890	\$13,875	\$15,850	\$22,750	\$28,250	\$16,275	\$28,750	\$25,750	\$17,250	\$236,690
Field Labor	\$87,500	\$86,100	\$65,125	\$86,100	\$101,250	\$121,500	\$121,500	\$129,650	\$110,582	\$95,150	\$116,250	\$99,412	\$1,220,119
Field Fringe													\$0
Union Benefits	\$58,625	\$60,270	\$45,587	\$60,270	\$67,838	\$85,050	\$85,050	\$90,755	\$77,407	\$66,605	\$81,375	\$69,588	\$848,420
ER FICA	\$6,693	\$6,579	\$4,982	\$6,579	\$7,766	\$9,295	\$9,295	\$9,914	\$8,459	\$7,278	\$8,893	\$7,605	\$93,338
FUTA/SUTA	\$0	\$11,624	\$8,792	\$11,624	\$13,668	\$16,402	\$16,402	\$17,502	\$14,928	\$12,845	\$0	\$0	\$123,786
Total Cost of Sales	\$300,524	\$286,016	\$271,942	\$319,896	\$361,094	\$415,428	\$468,089	\$511,390	\$380,772	\$351,108	\$373,773	\$347,583	\$4,387,614
Gross Profit	\$299,476	\$213,984	\$178,058	\$255,104	\$313,906	\$359,572	\$356,911	\$393,610	\$319,228	\$373,892	\$301,227	\$277,417	\$3,642,386
Expenses													
Admin - OFFICE PAYROLL	\$60,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$60,000	\$60,000	\$60,000	\$60,000	\$755,000
ER FICA	\$4,590	\$4,973	\$4,973	\$4,973	\$4,973	\$4,973	\$4,973	\$4,973	\$4,590	\$4,590	\$4,590	\$4,590	\$57,761
FUTA/SUTA	\$0	\$8,775	\$8,775	\$8,775	\$8,775	\$8,775	\$8,775	\$8,775	\$0	\$0	\$0	\$0	\$61,425
Eye/Dental/STD Ins.	\$2,750	\$3,129	\$3,129	\$3,129	\$3,129	\$3,129	\$3,129	\$3,129	\$2,750	\$2,750	\$2,750	\$2,750	\$35,653
Health Ins	\$23,250	\$25,115	\$25,115	\$25,115	\$25,115	\$25,115	\$25,115	\$25,115	\$23,250	\$23,250	\$23,250	\$23,250	\$292,055
ER Safe Harbor 401K	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$2,275	\$27,300
IT & Software Support (QB)	\$6,875	\$6,875	\$6,875	\$6,875	\$6,875	\$6,875	\$6,875	\$6,875	\$6,875	\$6,875	\$6,875	\$6,875	\$82,500
Subtotal - Admin Office Payroll	\$99,740	\$116,142	\$116,142	\$116,142	\$116,142	\$116,142	\$116,142	\$116,142	\$99,740	\$99,740	\$99,740	\$99,740	\$1,311,694
Quality Assurance	\$3,000	\$2,000	\$3,000	\$2,000	\$3,000	\$2,000	\$3,000	\$3,000	\$3,000	\$3,000	\$4,000	\$4,000	\$36,000
Safety	\$2,000	\$1,000	\$1,000	\$1,000	\$2,000	\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$20,000
Shop Supplies	\$3,000	\$2,000	\$2,000	\$2,000	\$3,000	\$2,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$32,000
Shipping Receiving	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Inspection	\$3,000	\$3,000	\$3,000	\$1,000	\$14,000	\$9,590	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$51,590
Fleet Services	\$6,000	\$6,000	\$6,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$7,000	\$7,000	\$8,000	\$8,000	\$73,000
Utilities	\$17,000	\$20,000	\$20,000	\$17,000	\$17,000	\$17,000	\$17,000	\$15,000	\$15,000	\$15,000	\$17,000	\$17,000	\$204,000
Engineering	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Human Resources	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
INSURANCE													\$0
Workers Compensation	\$23,750	\$21,800	\$21,800	\$23,875	\$23,875	\$23,875	\$23,875	\$23,875	\$23,875	\$23,875	\$23,875	\$23,875	\$282,225
General & Excess Liability	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$156,000
Pollution (Included in G/L)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Auto	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$69,600
Commercial Package	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$8,400
Inland Marine Package	\$1,439	\$1,439	\$1,439	\$1,439	\$1,439	\$1,439	\$1,439	\$1,439	\$1,439	\$1,439	\$1,439	\$1,439	\$17,268
Directors and Officers	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810	\$21,720
ACCOUNTING SERVICES	\$5,000	\$0	\$0	\$0	\$15,000	\$0	\$0	\$5,000	\$0	\$0	\$5,000	\$0	\$30,000
LEGAL SERVICES	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
SALES AND MARKETING	\$1,500	\$1,500	\$1,500	\$0	\$1,500	\$0	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$15,000
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURED CLAIMS													\$0
CATERPILLAR FINANCIAL (60 Months)	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$35,232
ALLY FINANCES (24 Months)	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$0	\$0	\$0	\$0	\$0	\$0	\$21,600
CITIZEN ONE (32 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WELLS FARGO FINANCIAL (23 Months)	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,061	\$12,061
DELAGÉ LANDON (24 Months)	\$844	\$844	\$844	\$844	\$844	\$844	\$0	\$0	\$0	\$0	\$0	\$0	\$5,064
UNSECURED CLAIMS - PRIORITY													\$0
UNION 524	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$39,312
UNION 520	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$116,340
UNION 542	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$11,160
COM OF PA-Unemployment (60 Months)	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$30,744
IFTA (60 months)	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$2,376
VACATION PAY (60 Months)	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$12,084
UNSECURED CLAIMS- NONPRIORITY													\$0
AP VENDORS-POT DISTRIBUTION	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$20,424
Rental of 2600 Reach Road	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$360,000
Total Expenses	\$251,489	\$260,940	\$260,941	\$255,516	\$288,016	\$265,106	\$257,572	\$260,572	\$241,170	\$242,170	\$250,170	\$245,231	\$3,078,893
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit	\$47,987	-\$46,957	-\$82,883	-\$412	\$25,890	\$94,466	\$99,339	\$133,038	\$78,058	\$131,722	\$51,057	\$32,186	\$563,493
Payment to BB & T	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$15,000	\$15,000	\$60,000
BB & T Interest Payment	\$27,128	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$22,000	\$22,000	\$22,000	\$22,000	\$276,128
US Trustees Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$27,128	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000	\$37,000	\$37,000	\$37,000	\$37,000	\$336,128
Net Profit	\$20,859	-\$69,957	-\$105,883	-\$23,412	\$2,890	\$71,466	\$76,339	\$110,038	\$41,058	\$94,722	\$14,057	-\$4,814	\$227,365
Estimated Quarterly Taxes	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$20,859	-\$84,957	-\$105,883	-\$23,412	-\$12,110	\$71,466	\$76,339	\$110,038	\$41,058	\$94,722	\$14,057	-\$4,814	\$172,365

NuWeld, Inc													
2019 AND 2020 P&L	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	TOTAL
Proforma													
Sales													
Shop	\$250,000	\$250,000	\$300,000	\$340,000	\$375,000	\$375,000	\$425,000	\$425,000	\$475,000	\$475,000	\$450,000	\$400,000	\$4,540,000
Field	\$325,000	\$300,000	\$250,000	\$375,000	\$425,000	\$475,000	\$500,000	\$550,000	\$550,000	\$525,000	\$475,000	\$425,000	\$5,175,000
Misc													\$0
Total Sales	\$575,000	\$550,000	\$550,000	\$715,000	\$800,000	\$850,000	\$925,000	\$975,000	\$1,025,000	\$1,000,000	\$925,000	\$825,000	\$9,715,000
Cost of Sales													
Factoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Shop Material	\$17,500	\$20,475	\$24,720	\$29,100	\$32,000	\$32,000	\$43,875	\$43,875	\$48,125	\$47,850	\$41,520	\$38,750	\$419,790
Shop Labor	\$51,250	\$51,250	\$73,845	\$75,650	\$79,850	\$79,850	\$81,250	\$81,250	\$94,870	\$94,870	\$89,440	\$73,845	\$927,220
Shop Fringe													\$0
Union Benefits	\$36,900	\$36,900	\$53,168	\$54,468	\$57,492	\$57,492	\$58,500	\$58,500	\$68,306	\$68,306	\$64,397	\$53,168	\$667,598
ER FICA	\$4,100	\$4,100	\$5,908	\$6,052	\$6,388	\$6,388	\$6,500	\$6,500	\$7,590	\$7,590	\$7,155	\$5,908	\$74,178
FUTA/SUTA	\$0	\$7,175	\$10,338	\$10,591	\$11,179	\$11,179	\$11,375	\$11,375	\$13,282	\$0	\$0	\$0	\$86,494
ER Safe Harbor 401K	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Material	\$21,050	\$17,500	\$14,500	\$26,450	\$28,750	\$33,000	\$38,450	\$42,000	\$49,850	\$46,325	\$43,350	\$39,999	\$401,224
Field Labor	\$87,500	\$94,560	\$65,125	\$105,105	\$116,250	\$131,285	\$135,182	\$140,850	\$141,750	\$133,650	\$127,450	\$119,450	\$1,398,157
Field Fringe													\$0
Union Benefits	\$63,000	\$68,083	\$46,890	\$75,676	\$83,700	\$94,525	\$97,331	\$101,412	\$102,060	\$96,228	\$91,764	\$86,004	\$1,006,673
ER FICA	\$7,000	\$7,565	\$5,210	\$8,408	\$9,300	\$10,503	\$10,815	\$11,268	\$11,340	\$10,692	\$10,196	\$9,556	\$111,853
FUTA/SUTA	\$0	\$13,238	\$9,118	\$14,715	\$16,275	\$18,380	\$18,925	\$19,719	\$19,845	\$0	\$0	\$0	\$130,215
Total Cost of Sales	\$288,300	\$320,846	\$308,822	\$406,215	\$441,184	\$474,602	\$502,203	\$516,749	\$557,018	\$505,511	\$475,272	\$426,680	\$5,223,402
Gross Profit	\$286,700	\$229,154	\$241,178	\$308,785	\$358,816	\$375,398	\$422,797	\$458,251	\$467,982	\$494,489	\$449,728	\$398,320	\$4,491,598
Expenses													
Admin - OFFICE PAYROLL	\$65,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$835,000
ER FICA	\$5,200	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$5,600	\$66,800
FUTA/SUTA	\$0	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$0	\$0	\$0	\$68,600
Eye/Dental/STD Ins.	\$3,129	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,430	\$3,430	\$3,430	\$3,430	\$41,349
Health Ins	\$27,626	\$27,626	\$27,626	\$27,626	\$27,626	\$27,626	\$27,626	\$27,626	\$27,626	\$27,626	\$27,626	\$27,626	\$331,512
ER Safe Harbor 401K	\$2,275	\$2,875	\$2,875	\$2,875	\$2,875	\$2,875	\$2,875	\$2,875	\$2,875	\$2,875	\$2,875	\$2,875	\$33,900
IT & Software Support (QB)	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$7,875	\$8,500	\$8,500	\$8,500	\$8,500	\$97,000
Subtotal - Admin Office Payroll	\$111,105	\$127,276	\$127,276	\$127,276	\$127,276	\$127,276	\$127,276	\$127,276	\$118,031	\$118,031	\$118,031	\$118,031	\$1,474,161
Quality Assurance	\$3,000	\$2,000	\$2,000	\$2,000	\$3,000	\$2,000	\$3,000	\$3,000	\$4,000	\$3,000	\$5,000	\$5,000	\$39,000
Safety	\$2,000	\$1,000	\$1,000	\$1,000	\$2,000	\$1,000	\$2,000	\$2,000	\$3,000	\$3,000	\$3,000	\$3,000	\$24,000
Shop Supplies	\$3,000	\$2,000	\$2,000	\$2,000	\$3,000	\$2,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$32,000
Shipping Receiving	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$3,000	\$3,000	\$3,000	\$3,000	\$28,000
Inspection	\$3,000	\$3,000	\$3,000	\$1,000	\$14,000	\$9,590	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$51,590
Fleet Services	\$6,000	\$6,000	\$6,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$8,000	\$8,000	\$10,000	\$10,000	\$79,000
Utilities	\$20,000	\$20,000	\$21,000	\$21,000	\$17,000	\$17,000	\$17,000	\$15,000	\$20,000	\$20,000	\$22,000	\$22,000	\$232,000
Engineering	\$2,000	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$14,000
Human Resources	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$0	\$1,000	\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$15,000
INSURANCE													\$0
Workers Compensation	\$25,640	\$25,640	\$25,640	\$25,640	\$25,640	\$25,640	\$25,640	\$25,640	\$28,204	\$28,204	\$28,204	\$28,204	\$317,936
General & Excess Liability	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$180,000
Pollution (Included in G/L)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Auto	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	\$6,930	\$6,930	\$6,930	\$6,930	\$78,120
Commercial Package	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$1,000	\$1,000	\$1,000	\$1,000	\$9,600
Inland Marine Package	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,880	\$1,880	\$1,880	\$1,880	\$21,120
Directors and Officers	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810	\$1,810	\$1,990	\$1,990	\$1,990	\$1,990	\$22,440
ACCOUNTING SERVICES	\$5,000	\$0	\$0	\$0	\$15,000	\$0	\$0	\$5,000	\$0	\$0	\$5,000	\$0	\$30,000
LEGAL SERVICES	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
SALES AND MARKETING	\$1,500	\$1,500	\$1,500	\$0	\$1,500	\$0	\$1,500	\$1,500	\$2,000	\$2,000	\$2,000	\$2,000	\$17,000
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURED CLAIMS													\$0
CATERPILLAR FINANCIAL (60 Months)	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$35,232
ALLY FINANCES (24 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CITIZEN ONE (32 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WELLS FARGO FINANCIAL (23 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DELAGE LANDON (24 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNSECURED CLAIMS - PRIORITY													\$0
UNION 524	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$39,312
UNION 520	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$116,340
UNION 542	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$11,160
COM OF PA-Unemployment (60 Months)	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$30,744
IFTA (60 months)	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$2,376
VACATION PAY (60 Months)	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$12,084
UNSECURED CLAIMS- NONPRIORITY													\$0
AP VENDORS-POT DISTRIBUTION	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$20,424
Rental of 2600 Reach Road	\$30,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$470,000
Total Expenses	\$265,061	\$281,232	\$282,232	\$277,732	\$306,232	\$282,322	\$282,232	\$285,232	\$287,341	\$287,341	\$297,341	\$292,341	\$3,426,639
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit	\$21,639	-\$52,078	-\$41,054	\$31,053	\$52,584	\$93,076	\$140,565	\$173,019	\$180,641	\$207,148	\$152,387	\$105,979	\$1,064,960
Payment to BB & T	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$180,000
BB & T Interest Payments	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$360,000
US Trustees Fees								\$0					\$0
Total	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$540,000
Net Profit	-\$23,361	-\$97,078	-\$86,054	-\$13,947	\$7,584	\$48,076	\$95,565	\$128,019	\$135,641	\$162,148	\$107,387	\$60,979	\$524,960
Estimated Quarterly Taxes	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	-\$23,361	-\$112,078	-\$86,054	-\$13,947	-\$7,416	\$48,076	\$95,565	\$128,019	\$135,641	\$162,148	\$107,387	\$60,979	\$459,960

NuWeld, Inc													
2020 AND 2021 P&L	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	TOTAL
Proforma													
Sales													
Shop	\$300,000	\$300,000	\$350,000	\$350,000	\$400,000	\$400,000	\$425,000	\$425,000	\$525,000	\$525,000	\$475,000	\$450,000	\$4,925,000
Field	\$325,000	\$325,000	\$350,000	\$400,000	\$450,000	\$500,000	\$550,000	\$575,000	\$650,000	\$600,000	\$550,000	\$475,000	\$5,750,000
Misc													\$0
Total Sales	\$625,000	\$625,000	\$700,000	\$750,000	\$850,000	\$900,000	\$975,000	\$1,000,000	\$1,175,000	\$1,125,000	\$1,025,000	\$925,000	\$10,675,000
Cost of Sales													
Factoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Shop Material	\$28,633	\$27,999	\$33,250	\$33,875	\$38,750	\$39,950	\$42,710	\$44,120	\$52,500	\$52,850	\$48,725	\$47,000	\$490,362
Shop Labor	\$60,410	\$60,410	\$70,189	\$71,200	\$79,850	\$79,850	\$81,433	\$81,433	\$100,500	\$100,780	\$95,100	\$92,550	\$973,705
Shop Fringe													\$0
Union Benefits	\$43,495	\$43,495	\$50,536	\$51,264	\$57,492	\$57,492	\$62,111	\$62,800	\$72,360	\$72,562	\$68,472	\$66,636	\$708,715
ER FICA	\$4,833	\$4,833	\$5,615	\$5,696	\$6,388	\$6,388	\$6,515	\$6,515	\$8,040	\$8,062	\$7,608	\$7,404	\$77,896
FUTA/SUTA	\$0	\$8,457	\$9,826	\$9,968	\$11,179	\$11,179	\$11,401	\$11,401	\$14,070	\$0	\$0	\$0	\$87,481
ER Safe Harbor 401K	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Material	\$28,750	\$29,140	\$33,888	\$44,125	\$46,150	\$40,150	\$48,122	\$50,750	\$64,590	\$59,858	\$55,000	\$47,500	\$548,023
Field Labor	\$91,875	\$88,750	\$96,750	\$113,540	\$126,250	\$138,750	\$142,180	\$155,750	\$162,775	\$161,776	\$137,858	\$118,750	\$1,535,004
Field Fringe													\$0
Union Benefits	\$66,150	\$63,900	\$69,660	\$81,749	\$90,900	\$99,900	\$102,370	\$112,140	\$117,198	\$116,479	\$99,258	\$85,500	\$1,105,203
ER FICA	\$7,350	\$7,100	\$7,740	\$9,083	\$10,100	\$11,100	\$11,374	\$12,460	\$13,022	\$12,942	\$11,029	\$9,500	\$122,800
FUTA/SUTA	\$0	\$12,425	\$13,545	\$15,896	\$17,675	\$19,425	\$19,905	\$21,805	\$22,789	\$0	\$0	\$0	\$143,464
Total Cost of Sales	\$331,496	\$346,509	\$391,000	\$436,396	\$484,734	\$504,184	\$528,120	\$559,173	\$627,844	\$585,309	\$523,049	\$474,840	\$5,792,654
Gross Profit	\$293,504	\$278,491	\$309,000	\$313,604	\$365,266	\$395,816	\$446,880	\$440,827	\$547,157	\$539,691	\$501,951	\$450,160	\$4,882,346
Expenses													
Admin - OFFICE PAYROLL	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$960,000
ER FICA	\$6,400	\$6,400	\$6,400	\$6,400	\$6,400	\$6,400	\$6,400	\$6,400	\$6,400	\$6,400	\$6,400	\$6,400	\$76,800
FUTA/SUTA	\$0	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$11,200	\$0	\$0	\$0	\$89,600
Eye/Dental/STD Ins.	\$3,430	\$3,430	\$3,430	\$3,430	\$3,430	\$3,430	\$3,430	\$3,430	\$3,890	\$3,890	\$3,890	\$3,890	\$43,000
Health Ins	\$30,385	\$30,385	\$30,385	\$30,385	\$30,385	\$30,385	\$30,385	\$30,385	\$33,000	\$33,000	\$33,000	\$33,000	\$375,080
ER Safe Harbor 401K	\$2,875	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,450	\$3,450	\$3,450	\$3,450	\$39,075
IT & Software Support (QB)	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$9,300	\$9,300	\$9,300	\$9,300	\$105,200
Subtotal - Admin Office Payroll	\$131,590	\$143,115	\$143,115	\$143,115	\$143,115	\$143,115	\$143,115	\$143,115	\$147,240	\$136,040	\$136,040	\$136,040	\$1,688,755
Quality Assurance	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000	\$5,000	\$5,000	\$5,000	\$115,000
Safety	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$36,000
Shop Supplies	\$3,000	\$2,000	\$2,000	\$2,000	\$3,000	\$2,000	\$3,000	\$3,000	\$5,000	\$5,000	\$5,000	\$5,000	\$40,000
Shipping Receiving	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$4,000	\$4,000	\$4,000	\$4,000	\$40,000
Inspection	\$3,000	\$3,000	\$3,000	\$1,000	\$17,000	\$12,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$57,000
Fleet Services	\$6,000	\$6,000	\$6,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$11,000	\$11,000	\$9,000	\$9,000	\$108,000
Utilities	\$22,000	\$22,000	\$22,000	\$21,000	\$20,000	\$20,000	\$20,000	\$20,000	\$22,000	\$22,000	\$22,000	\$22,000	\$255,000
Engineering	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Human Resources	\$2,000	\$2,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$18,000
INSURANCE													\$0
Workers Compensation	\$28,204	\$28,204	\$28,204	\$28,204	\$28,204	\$28,204	\$28,204	\$28,204	\$31,204	\$31,204	\$31,204	\$31,204	\$350,448
General & Excess Liability	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500	\$15,950	\$15,950	\$15,950	\$15,950	\$179,800
Pollution (Included in G/L)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Auto	\$6,930	\$6,930	\$6,930	\$6,930	\$6,930	\$6,930	\$6,930	\$6,930	\$7,625	\$7,625	\$7,625	\$7,625	\$85,940
Commercial Package	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,250	\$1,250	\$1,250	\$1,250	\$13,000
Inland Marine Package	\$1,880	\$1,880	\$1,880	\$1,880	\$1,880	\$1,880	\$1,880	\$1,880	\$2,068	\$2,068	\$2,068	\$2,068	\$23,312
Directors and Officers	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990	\$1,990	\$2,190	\$2,190	\$2,190	\$2,190	\$24,680
ACCOUNTING SERVICES	\$5,000	\$0	\$0	\$0	\$15,000	\$0	\$0	\$5,000	\$0	\$0	\$10,000	\$0	\$35,000
LEGAL SERVICES	\$3,000	\$3,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$3,000	\$3,000	\$3,000	\$3,000	\$30,000
SALES AND MARKETING	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURED CLAIMS													\$0
CATERPILLAR FINANCIAL (60 Months)	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$35,232
ALLY FINANCES (24 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CITIZEN ONE (32 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WELLS FARGO FINANCIAL (23 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DELAGE LANDON (24 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNSECURED CLAIMS - PRIORITY													\$0
UNION 524	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$39,312
UNION 520	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$116,340
UNION 542	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$11,160
COM OF PA-Unemployment (60 Months)	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$30,744
IFTA (60 months)	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$2,376
VACATION PAY (60 Months)	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$12,084
UNSECURED CLAIMS- NONPRIORITY													\$0
AP VENDORS-POT DISTRIBUTION	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$20,424
Rental of 2600 Reach Road	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$480,000
Total Expenses	\$307,400	\$312,925	\$310,925	\$311,925	\$342,925	\$321,925	\$313,925	\$318,925	\$386,833	\$320,633	\$328,633	\$318,633	\$3,895,607
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit	-\$13,896	-\$34,434	-\$1,925	\$1,679	\$22,341	\$73,891	\$132,955	\$121,902	\$160,324	\$219,058	\$173,318	\$131,527	\$986,739
Payment to BB & T	\$15,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$235,000
BB & T Interest Payments	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$360,000
US Trustees Fees								\$0					\$0
Total	\$45,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$595,000
Net Profit	-\$58,896	-\$84,434	-\$51,925	-\$48,321	-\$27,659	\$23,891	\$82,955	\$71,902	\$110,324	\$169,058	\$123,318	\$81,527	\$391,739
Estimated Quarterly Taxes	\$0	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$20,000	\$0	\$0	\$25,000	\$0	\$85,000
Total	-\$58,896	-\$104,434	-\$51,925	-\$48,321	-\$7,659	\$23,891	\$82,955	\$61,902	\$130,324	\$169,058	\$148,318	\$81,527	\$306,739

NuWeld, Inc													
2021 AND 2022 P&L	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	August	September	October	November	TOTAL
Proforma													
Sales													
Shop	\$400,000	\$400,000	\$425,000	\$350,000	\$400,000	\$425,000	\$475,000	\$525,000	\$525,000	\$425,000	\$425,000	\$350,000	\$5,125,000
Field	\$425,000	\$350,000	\$400,000	\$450,000	\$475,000	\$550,000	\$575,000	\$750,000	\$750,000	\$550,000	\$550,000	\$450,000	\$6,275,000
Misc													\$0
Total Sales	\$825,000	\$750,000	\$825,000	\$800,000	\$875,000	\$975,000	\$1,050,000	\$1,275,000	\$1,275,000	\$975,000	\$975,000	\$800,000	\$11,400,000
Cost of Sales													
Factoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Shop Material	\$39,999	\$39,750	\$38,750	\$35,660	\$39,750	\$38,750	\$47,555	\$53,000	\$53,000	\$38,750	\$38,750	\$35,660	\$499,374
Shop Labor	\$87,500	\$87,500	\$84,560	\$87,411	\$79,850	\$84,599	\$95,111	\$105,225	\$105,225	\$84,599	\$84,599	\$87,411	\$1,073,590
Shop Fringe													\$0
Union Benefits	\$63,000	\$63,000	\$60,883	\$62,936	\$57,492	\$60,911	\$62,111	\$72,800	\$72,800	\$60,911	\$60,911	\$62,936	\$760,692
ER FICA	\$7,000	\$7,000	\$6,765	\$6,993	\$6,388	\$6,768	\$7,609	\$8,418	\$8,418	\$6,768	\$6,768	\$6,993	\$85,887
FUTA/SUTA	\$0	\$12,250	\$11,838	\$12,238	\$11,179	\$11,844	\$13,316	\$14,732	\$14,732	\$0	\$0	\$0	\$102,127
ER Safe Harbor 401K	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Material	\$42,600	\$35,000	\$40,225	\$44,550	\$47,850	\$57,850	\$66,900	\$77,850	\$77,850	\$57,850	\$57,850	\$44,550	\$650,825
Field Labor	\$114,750	\$87,888	\$111,222	\$114,400	\$134,555	\$148,750	\$148,750	\$187,550	\$187,550	\$148,750	\$148,750	\$114,400	\$1,647,315
Field Fringe													\$0
Union Benefits	\$82,620	\$63,279	\$80,080	\$82,368	\$96,880	\$107,100	\$107,100	\$135,036	\$135,036	\$107,100	\$107,100	\$82,368	\$1,186,067
ER FICA	\$9,180	\$7,031	\$8,898	\$9,152	\$10,764	\$11,900	\$11,900	\$15,004	\$15,004	\$11,900	\$11,900	\$9,152	\$131,785
FUTA/SUTA	\$0	\$12,304	\$15,571	\$16,016	\$18,838	\$20,825	\$20,825	\$26,257	\$26,257	\$0	\$0	\$0	\$130,636
Total Cost of Sales	\$446,549	\$415,003	\$458,792	\$471,723	\$503,546	\$549,297	\$581,176	\$695,872	\$695,872	\$516,628	\$516,628	\$443,470	\$6,294,556
Gross Profit	\$378,451	\$334,997	\$366,208	\$328,277	\$371,454	\$425,703	\$468,824	\$579,129	\$579,129	\$458,372	\$458,372	\$356,530	\$5,105,444
Expenses													
Admin - OFFICE PAYROLL	\$80,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$1,070,000
ER FICA	\$6,400	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200	\$85,600
FUTA/SUTA	\$0	\$12,600	\$12,600	\$12,600	\$12,600	\$12,600	\$12,600	\$12,600	\$12,600	\$0	\$0	\$0	\$100,800
Eye/Dental/STD Ins.	\$3,890	\$3,890	\$3,890	\$3,890	\$3,890	\$3,890	\$3,890	\$3,890	\$3,890	\$3,890	\$3,890	\$3,890	\$46,680
Health Ins	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$396,000
ER Safe Harbor 401K	\$3,450	\$3,450	\$3,450	\$3,450	\$3,450	\$3,450	\$3,450	\$3,450	\$3,450	\$3,450	\$3,450	\$3,450	\$41,400
IT & Software Support (QB)	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$9,300	\$111,600
Subtotal - Admin Office Payroll	\$136,040	\$159,440	\$159,440	\$159,440	\$159,440	\$159,440	\$159,440	\$159,440	\$159,440	\$146,840	\$146,840	\$146,840	\$1,852,080
Quality Assurance	\$5,000	\$5,000	\$5,000	\$5,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$5,000	\$67,000
Safety	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$36,000
Shop Supplies	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
Shipping Receiving	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000
Inspection	\$3,000	\$3,000	\$3,000	\$2,000	\$20,000	\$14,000	\$3,000	\$3,000	\$3,000	\$14,000	\$14,000	\$2,000	\$84,000
Fleet Services	\$9,000	\$9,000	\$8,000	\$9,000	\$10,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$9,000	\$120,000
Utilities	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$264,000
Engineering	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Human Resources	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
INSURANCE													\$0
Workers Compensation	\$31,204	\$31,204	\$31,204	\$31,204	\$31,204	\$31,204	\$31,204	\$31,204	\$31,204	\$31,204	\$31,204	\$31,204	\$374,448
General & Excess Liability	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$15,950	\$191,400
Pollution (Included in G/L)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Auto	\$7,625	\$7,625	\$7,625	\$7,625	\$7,625	\$7,625	\$7,625	\$7,625	\$7,625	\$7,625	\$7,625	\$7,625	\$91,500
Commercial Package	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$15,000
Inland Marine Package	\$2,068	\$2,068	\$2,068	\$2,068	\$2,068	\$2,068	\$2,068	\$2,068	\$2,068	\$2,068	\$2,068	\$2,068	\$24,816
Directors and Officers	\$2,190	\$2,190	\$2,190	\$2,190	\$2,190	\$2,190	\$2,190	\$2,190	\$2,190	\$2,190	\$2,190	\$2,190	\$26,280
ACCOUNTING SERVICES	\$5,000	\$0	\$0	\$0	\$15,000	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$30,000
LEGAL SERVICES	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$2,500	\$2,500	\$3,500	\$3,500	\$40,000
SALES AND MARKETING	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
CAPITAL EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURED CLAIMS													\$0
CATERPILLAR FINANCIAL (60 Months)	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$2,936	\$35,232
ALLY FINANCES (24 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CITIZEN ONE (32 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WELLS FARGO FINANCIAL (23 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DELAGE LANDON (24 Months)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UNSECURED CLAIMS - PRIORITY													\$0
UNION 524	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$3,276	\$39,312
UNION 520	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$9,695	\$116,340
UNION 542	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$11,160
COM OF PA-Unemployment (60 Months)	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$2,562	\$30,744
IFTA (60 months)	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$198	\$2,376
VACATION PAY (60 Months)	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$1,007	\$12,084
UNSECURED CLAIMS- NONPRIORITY													\$0
AP VENDORS-POT DISTRIBUTION	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$1,702	\$20,424
Rental of 2600 Reach Road	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$480,000
Total Expenses	\$324,133	\$342,533	\$341,533	\$341,533	\$376,533	\$356,533	\$345,533	\$355,533	\$344,533	\$342,933	\$343,933	\$328,933	\$4,144,196
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit	\$54,318	-\$7,536	\$24,675	-\$13,256	-\$5,079	\$69,170	\$123,291	\$223,596	\$234,596	\$115,439	\$114,439	\$27,597	\$961,249
Payment to BB & T	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$240,000
BB & T Interest Payments	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$360,000
US Trustees Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$600,000
Net Profit	\$4,318	-\$57,536	-\$25,325	-\$63,256	-\$55,079	\$19,170	\$73,291	\$173,596	\$184,596	\$65,439	\$64,439	-\$22,403	\$361,249
Estimated Quarterly Taxes	\$0	\$25,000	\$0	\$0	\$25,000	\$0	\$0	\$25,000	\$25,000	\$0	\$0	\$0	\$100,000
Total	\$4,318	-\$82,536	-\$25,325	-\$63,256	-\$55,079	\$19,170	\$73,291	\$173,596	\$184,596	\$65,439	\$64,439	-\$22,403	\$361,249

Arc Tech														
2017 - 2018 P&L														
Proforma	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	TOTALS	
Sales (Income)														
Real Estate Rental - Trout Run (Precision) (EnerStar)See Note 1	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$54,000	
Natural Gas Royalty Revenue (Natural Fuel)	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$25,200	
Real Estate Rental Reach Road (Precision Drilling)	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$108,600	
Real Estate Rental Reach Road (NuWeld)	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$360,000	
Total Sales	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$547,800	
Expenses														
Intercompany Expenses														
Administration														
General Liability	\$3,656	\$3,656	\$3,656	\$3,656	\$3,656	\$3,656	\$3,656	\$3,656	\$3,838	\$3,838	\$3,838	\$3,838	\$44,600	
Legal Fees	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000	
Real Estate Taxes Pre Petition Reach Rd \$121,706.62 60 Months	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$22,440	\$80,642.37
Real Estate Taxes Post Petition Reach Road \$81,071.53 60 Months	\$2,109	\$2,109	\$2,109	\$2,109	\$2,109	\$2,109	\$2,109	\$2,109	\$1,835	\$1,835	\$1,835	\$1,835	\$24,210	\$146,061
Real Estate Taxes Post Petition Muncy \$4081.07 60 Months	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$816	
Real Estate Taxes Post Petition Reach Road	\$0	\$0	\$0	\$0	\$44,895	\$0	\$0	\$0	\$0	\$0	\$47,308	\$0	\$92,203	
Real Estate Taxes Post Petition Muncy	\$0	\$0	\$0	\$0	\$8,300	\$0	\$0	\$0	\$0	\$0	\$8,325	\$0	\$16,625	
Real Estate Taxes Post Petition Trout Run	\$0	\$0	\$0	\$0	\$6,875	\$0	\$0	\$0	\$0	\$0	\$6,697	\$0	\$13,572	
Accounting Services	\$5,000	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	
Total Expenses	\$13,703	\$8,703	\$8,703	\$8,703	\$73,773	\$8,703	\$8,703	\$8,703	\$8,611	\$8,611	\$70,941	\$8,611	\$236,466	
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Net Profit	\$31,947	\$36,947	\$36,947	\$36,947	-\$28,123	\$36,947	\$36,947	\$36,947	\$37,039	\$37,039	-\$25,291	\$37,039	\$311,334	
SBA Loan Payment to BB & T for Trout Run	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$115,524	
Interest Payment to BB & T	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
US Trustees Fees	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$2,700	
Total Loan Amount	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,852	\$9,627	\$9,627	\$9,627	\$9,627	\$118,224	
Net Profit	\$22,320	\$27,320	\$27,320	\$27,320	-\$37,750	\$27,320	\$27,320	\$27,095	\$27,412	\$27,412	-\$34,918	\$27,412	\$193,110	
Note 1: EnerStar to rent building and Precision to rent lay down areas. These leases will be comfirmed after Precision determines yard space.														

Arc Tech																	
2018 - 2019 P&L																	
Proforma	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	TOTALS				
Sales (Income)																	
Real Estate Rental - Trout Run (Precision) (EnerStar)	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$54,000				
Natural Gas Royalty Revenue (Natural Fuel)	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$25,200				
Real Estate Rental Reach Road (Precision Drilling)	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$108,600				
Real Estate Rental Reach Road (NuWeld)	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$360,000				
Total Sales	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$45,650	\$547,800				
Expenses																	
Intercompany Expenses																	
Administration																	
General Liability	\$3,838	\$3,838	\$3,838	\$3,838	\$3,838	\$3,838	\$3,838	\$3,838	\$4,030	\$4,030	\$4,030	\$4,030	\$46,824				
Legal Fees	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000				
Real Estate Taxes Pre Petition Reach Rd \$112,251.87 60 Months	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$22,440				
Real Estate Taxes Post Petition Reach Road \$110,071.53 60 Months	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$22,020				
Real Estate Taxes Post Petition Muncy \$4081.07 60 Months	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$816				
Real Estate Taxes Reach Road	\$0	\$0	\$0	\$0	\$0	\$0	\$59,925	\$0	\$0	\$0	\$48,254	\$0	\$108,179				
Real Estate Taxes Muncy	\$0	\$0	\$0	\$0	\$0	\$0	\$4,163	\$0	\$0	\$0	\$8,492	\$0	\$12,655				
Real Estate Taxes Trout Run	\$0	\$0	\$0	\$0	\$0	\$0	\$2,900	\$0	\$0	\$0	\$6,830	\$0	\$9,730				
Accounting Services	\$5,000	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000				
Total Expenses	\$13,611	\$8,611	\$8,611	\$8,611	\$13,611	\$8,611	\$75,599	\$8,611	\$8,803	\$8,803	\$72,379	\$8,803	\$244,664				
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
Net Profit	\$32,039	\$37,039	\$37,039	\$37,039	\$32,039	\$37,039	-\$29,949	\$37,039	\$36,847	\$36,847	-\$26,729	\$36,847	\$303,136				
SBA Loan Payment to BB & T for Trout Run	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$115,524				
Payment to BB & T	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$120,000				
US Trustees Fees													\$0				
													\$0				
Total Loan Amount	\$19,627	\$19,627	\$19,627	\$19,627	\$19,627	\$19,627	\$19,627	\$19,627	\$19,627	\$19,627	\$19,627	\$19,627	\$235,524				
Net Profit	\$12,412	\$17,412	\$17,412	\$17,412	\$12,412	\$17,412	-\$49,576	\$17,412	\$17,220	\$17,220	-\$46,356	\$17,220	\$67,612				

Arc Tech 2019 - 2020P&L Proforma	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	TOTALS
Sales (Income)													
Real Estate Rental - Trout Run (Precision) (EnerStar)	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$54,000
Natural Gas Royalty Revenue (Natural Fuel)	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,500	\$2,500	\$2,500	\$2,500	\$26,800
Real Estate Rental Reach Road (Precision Drilling)	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$108,600
Real Estate Rental Reach Road (NuWeld)	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$480,000
Total Sales	\$55,650	\$55,650	\$55,650	\$55,650	\$55,650	\$55,650	\$55,650	\$55,650	\$56,050	\$56,050	\$56,050	\$56,050	\$669,400
Expenses													
Intercompany Expenses													
Administration													
General Liability	\$4,030	\$4,030	\$4,030	\$4,030	\$4,030	\$4,030	\$4,030	\$4,030	\$4,230	\$4,230	\$4,230	\$4,230	\$49,160
Legal Fees	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Real Estate Taxes Pre Petition Reach Rd \$112,251.87 60 Months	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$22,440
Real Estate Taxes Post Petition Reach Road \$110,071.53 60 Months	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$22,020
Real Estate Taxes Post Petition Muncy \$4081.07 60 Months	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$816
Real Estate Taxes Reach Road	\$0	\$0	\$0	\$0	\$0	\$0	\$61,123	\$0	\$0	\$0	\$49,219	\$0	\$110,342
Real Estate Taxes Muncy Fall	\$0	\$0	\$0	\$0	\$0	\$0	\$4,246	\$0	\$0	\$0	\$8,835	\$0	\$13,081
Real Estate Taxes Trout Run Fall	\$0	\$0	\$0	\$0	\$0	\$0	\$2,958	\$0	\$0	\$0	\$7,074	\$0	\$10,032
Accounting Services	\$6,000	\$0	\$0	\$0	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,000
Total Expenses	\$14,803	\$8,803	\$8,803	\$8,803	\$14,803	\$8,803	\$77,130	\$8,803	\$9,003	\$9,003	\$74,131	\$9,003	\$251,891
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit	\$40,847	\$46,847	\$46,847	\$46,847	\$40,847	\$46,847	-\$21,480	\$46,847	\$47,047	\$47,047	-\$18,081	\$47,047	\$417,509
SBA Loan Payment to BB & T for Trout Run	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$115,524
Payment to BB & T	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$180,000
US Trustees Fees													\$0
													\$0
Total Loan Amount	\$24,627	\$24,627	\$24,627	\$24,627	\$24,627	\$24,627	\$24,627	\$24,627	\$24,627	\$24,627	\$24,627	\$24,627	\$295,524
Net Profit	\$16,220	\$22,220	\$22,220	\$22,220	\$16,220	\$22,220	-\$46,107	\$22,220	\$22,420	\$22,420	-\$42,708	\$22,420	\$121,985

Arc Tech													
2020 - 2021 P&L													
Proforma	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	TOTALS
Sales (Income)													
Real Estate Rental - Trout Run (Precision) (EnerStar)	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$54,000
Natural Gas Royalty Revenue (Natural Fuel)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$30,000
Real Estate Rental Reach Road (Precision Drilling)	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$108,600
Real Estate Rental Reach Road (NuWeld)	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$480,000
Total Sales	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$672,600
Expenses													
Intercompany Expenses													
Administration													
General Liability	\$4,230	\$4,230	\$4,230	\$4,230	\$4,230	\$4,230	\$4,230	\$4,230	\$4,442	\$4,442	\$4,442	\$4,442	\$51,608
Legal Fees	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$15,000
Real Estate Taxes Pre Petition Reach Rd \$112,251.87 60 Months	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$22,440
Real Estate Taxes Post Petition Reach Road \$110,071.53 60 Months	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$22,020
Real Estate Taxes Post Petition Muncy \$4081.07 60 Months	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$816
Real Estate Taxes Reach Road	\$0	\$0	\$0	\$0	\$0	\$0	\$63,592	\$0	\$0	\$0	\$50,203	\$0	\$113,795
Real Estate Taxes Muncy	\$0	\$0	\$0	\$0	\$0	\$0	\$4,418	\$0	\$0	\$0	\$9,012	\$0	\$13,430
Real Estate Taxes Trout Run	\$0	\$0	\$0	\$0	\$0	\$0	\$3,077	\$0	\$0	\$0	\$7,215	\$0	\$10,292
Accounting Services	\$7,000	\$0	\$0	\$0	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,000
Total Expenses	\$16,253	\$9,253	\$9,253	\$9,253	\$16,253	\$9,253	\$80,340	\$9,253	\$9,465	\$9,465	\$75,895	\$9,465	\$263,401
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit	\$39,797	\$46,797	\$46,797	\$46,797	\$39,797	\$46,797	-\$24,290	\$46,797	\$46,585	\$46,585	-\$19,845	\$46,585	\$409,199
SBA Loan Payment to BB & T for Trout Run	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$115,524
Payment to BB & T	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$2,000	\$20,000	\$222,000
US Trustees Fees													\$0
													\$0
Total Loan Amount	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$11,627	\$29,627	\$337,524
Net Profit	\$10,170	\$17,170	\$17,170	\$17,170	\$10,170	\$17,170	-\$53,917	\$17,170	\$16,958	\$16,958	-\$31,472	\$16,958	\$71,675

Arc Tech													
2021 - 2022 P&L													
Proforma	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	August	September	October	November	TOTALS
Sales (Income)													
Real Estate Rental - Trout Run (Precision) (EnerStar)	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$54,000
Natural Gas Royalty Revenue (Natural Fuel)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$30,000
Real Estate Rental Reach Road (Precision Drilling)	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$9,050	\$108,600
Real Estate Rental Reach Road (NuWeld)	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$480,000
Total Sales	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$56,050	\$672,600
Expenses													
Intercompany Expenses													
Administration													
General Liability	\$4,442	\$4,442	\$4,442	\$4,442	\$4,442	\$4,442	\$4,442	\$4,442	\$4,442	\$4,442	\$4,442	\$4,442	\$53,304
Legal Fees	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$1,000	\$2,000	\$1,000	\$1,000	\$1,000	\$20,000
Real Estate Taxes Pre Petition Reach Rd \$112,251.87 60 Months	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$22,440
Real Estate Taxes Post Petition Reach Road \$110,071.53 60 Months	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$1,835	\$22,020
Real Estate Taxes Post Petition Muncy \$4081.07 60 Months	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$68	\$816
Real Estate Taxes Reach Road	\$0	\$0	\$0	\$0	\$0	\$0	\$64,863	\$0	\$0	\$0	\$66,486	\$0	\$131,349
Real Estate Taxes Muncy	\$0	\$0	\$0	\$0	\$0	\$0	\$4,506	\$0	\$0	\$0	\$5,410	\$0	\$9,916
Real Estate Taxes Trout Run	\$0	\$0	\$0	\$0	\$0	\$0	\$3,139	\$0	\$0	\$0	\$3,841	\$0	\$6,980
Accounting Services	\$6,000	\$0	\$0	\$0	\$6,000	\$0	\$0	\$0	\$0	\$0	\$6,000	\$0	\$18,000
Total Expenses	\$16,215	\$10,215	\$10,215	\$10,215	\$16,215	\$10,215	\$82,723	\$9,215	\$10,215	\$9,215	\$90,952	\$9,215	\$284,825
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit	\$39,835	\$45,835	\$45,835	\$45,835	\$39,835	\$45,835	-\$26,673	\$46,835	\$45,835	\$46,835	-\$34,902	\$46,835	\$387,775
SBA Loan Payment to BB & T for Trout Run	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$9,627	\$115,524
Payment to BB & T	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$240,000
US Trustees Fees													\$0
Total Loan Amount	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$29,627	\$355,524
Net Profit	\$10,208	\$16,208	\$16,208	\$16,208	\$10,208	\$16,208	-\$56,300	\$17,208	\$16,208	\$17,208	-\$64,529	\$17,208	\$32,251

Nuweld, Inc./Arc Tech, Inc.

Liquidation Analysis

On the Petition Date, Nuweld, Inc., and Arc Tech, Inc., the Debtors herein, were jointly and severally liable on various secured claims in favor of BB&T Bank and the United States of America, Small Business Administration, in the approximate amount of \$19,552,314.47. Said claims were secured by virtually all of the assets of the Debtors.

The Schedules filed by Nuweld Inc., indicate that in its opinion, all of its assets were worth no more than \$3,233, 197.79. The Schedules filed by Arc Tech, Inc., indicate that in its opinion, all of its assets were worth no more than \$7,710,786.19. Accordingly, the total asset value of the Debtors is \$10,943,983.98.

Given the secured claims of BB&T, the SBA, and the Lycoming County Real Estate Tax Claims, there would have been no equity in the assets from which unsecured creditors could have expected to receive a distribution if the case were filed under Chapter 7 of the United States Bankruptcy Code.

Although certain vehicles owned by Nuweld were unencumbered, the value of said vehicles is *de minimis*. When the liquidation costs and costs of administration are taken into account, it is likely that the sale of these used vehicles would not have resulted in any distribution to unsecured creditors.

Pursuant to the Joint Plan of Reorganization, BB&T has agreed to a resolution of its claims and the claim of the SBA, which will reduce those claims from \$19,552,314.47 to \$8,200,000.00, which reduction is only available to the Debtors though the confirmed Joint Plan of Reorganization.

In the Joint Plan of Reorganization, Debtors have proposed to pay general unsecured creditors a dividend of \$100,000.00, over five years, which amount greatly exceeds any distribution the general unsecured creditors may have received in a liquidation.

Exhibit "B"