

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

IN RE: : NO. 1:17-bk-00581-RNO
OUTSOURCING STORAGE, INC. :
Debtor : Chapter 11

**PLAN OF REORGANIZATION OF
OUTSOURCING STORAGE, INC.**

Outsourcing Storage, Inc. (the “Debtor”) proposes the following Plan of Reorganization (the “Plan”) with respect to its Chapter 11 case:

**ARTICLE I
DEFINITIONS**

Set forth below are various terms which shall, except where the context otherwise requires, have the respective meanings listed herein. All of the following meanings shall be applicable to the singular and plural forms of the following defined terms:

1.1

Accounts Receivable shall mean sums owed to the Debtor for charges on account of the Debtor providing services.

1.2

Administrative Claim shall mean an administrative expense from and after February 14, 2017, the date on which the Debtor’s Chapter 11 Case commenced, which is entitled to priority in accordance with Section 507(a)(1) of the Code and allowed under Section 503 of the Code.

1.3

Administrative Professional Claim shall mean compensation and reimbursement of professionals, including attorneys, accountants, experts, consultants and realtors as allowed by the Court under Section 330 of the Code.

1.4

Allowed Claim shall mean a Claim which is scheduled pursuant to the Code, or stipulated of record in this Chapter 11 Case, other than a Claim scheduled as disputed, contingent or unliquidated, or which is identified in a Court approved Stipulation filed of record in this Chapter 11 Case, or which has been filed pursuant to Section 502(a) of the Code, and with respect to which no objection to the allowance thereof has been interposed within the time allowed by the Court or Bankruptcy Code, or as to which any objection has been overruled (and to the extent so overruled) by a Final Order. An Allowed Claim shall not include any interest accruing on a Claim except as specifically authorized by the Plan.

1.5

Assets shall mean the Debtor's Personal Property.

1.6

Cash shall mean cash and cash equivalents.

1.7

Cash Collateral Motion is a Motion filed by the Debtor for permission to utilize cash collateral and pay pre-petition payroll which Motion was filed on February 15, 2017, and approved by the Court.

1.8

Cash Collateral Order shall be the Order approving the Debtor's use of cash collateral which Order was first entered on February 16, 2017, as well as Orders allowing the continued use of cash collateral, as are relevant.

1.9

Chapter 11 Case shall mean the Outsourcing Storage, Inc. proceeding commenced by a voluntary petition under Chapter 11 of the Code at Case No. 1:17-00581 in the United States Bankruptcy Court for the Middle District of Pennsylvania.

1.10

Claim shall have the meaning as provided by Section 101(4) of the Code.

1.11

Code or Bankruptcy Code shall mean the Bankruptcy Reform Act of 1978, as amended, 11 U.S.C. Sections 101, et seq., commonly referred to as the Bankruptcy Code.

1.12

Contingent Claim shall mean any claim for which the Debtor is not directly liable, is listed as contingent on the Schedules, and has not been determined otherwise by a Final Order.

1.13

Court or Bankruptcy Court shall mean the United States Bankruptcy Court for the Middle District of Pennsylvania in which Court the Debtor's Chapter 11 case is pending.

1.14

Debtor shall mean Outsourcing Storage, Inc., the Debtor in the above Chapter 11 Case.

1.15

Disputed Claim shall mean any Claim which is listed as disputed on the Schedules, or to which an objection to the allowance thereof has been interposed, and has not been determined otherwise by a Final Order.

1.16

Effective Date shall mean the Effective Date of the Plan which date shall be the first date of the month following sixty (60) days after the Confirmation Date becomes final, and shall not have been reversed, stayed, or adversely modified or amended. The Effective Date is as further set forth in Section 15.2 of the Plan and such date is subject to the right of the Debtor to request that the Court extend the Effective Date.

1.17

Final Order shall mean an Order of the Bankruptcy Court which has not been reversed or stayed and to which:

- a. The time to appeal or seek review, rehearing or certiorari has expired and no timely appeal has been filed, or
- b. Any appeal has been finally resolved.

1.18

Internal Revenue Service or IRS shall mean an agency of the United States of America and an instrumentality of the United States Department of Treasury.

1.19

Pennsylvania Department of Revenue or PA Revenue shall mean the Pennsylvania Department of Revenue, an agency of the Commonwealth of Pennsylvania responsible for tax collections.

1.20

Personal Property shall mean the Debtor's present and future accounts receivable, chattel paper, documents, equipment, general intangibles, inventory, real property, and all products and proceeds thereof.

1.21

Petition Date shall mean February 14, 2017.

1.22

Plan means this Plan, and as it may be modified or amended, as is applicable.

1.23

Pre-Petition Accounts Receivable shall mean any receivables owed on account of services provided by the Debtor prior to the Petition Date.

1.24

Priority Claim shall mean a Claim, other than an Administrative Claim or Tax Claim, as to which priority in payment is asserted pursuant to Section 507(a) of the Code.

1.25

Pro Rata shall mean the same proportion that a claim in a particular class bears to the aggregate amount of all allowed claims in such class.

1.26

Tax Claim shall mean a claim, other than an administrative claim or a secured claim, as to which priority in payment is allowed pursuant to Section 507(a)(8) of the Code.

1.27

Unemployment Compensation Tax Bureau, UC Tax Claim Bureau or UC Tax Agency shall mean an agency which is part of the Pennsylvania Department of Labor and Industry responsible for the collection of unemployment compensation contributions.

1.28 UC Taxes shall mean sums owed to the Unemployment Compensation Tax Bureau for unemployment compensation tax

1.29

Any term which is used in this Plan which is not defined herein, but is used in the Bankruptcy Code or found in the Bankruptcy Code, has the meaning assigned to it in the Code.

**ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS**

The claims and interests of this Case are divided into classes as follows:

2.1 Class 1 Professional Administrative Costs

2.1.1 The expenses and Claims of administration for compensation and reimbursement of professionals as allowed by the Court under Section 330 of the Bankruptcy Code.

2.2 Class 2 Administrative Claims

2.2.1 To the extent that they are allowed, all Administrative Claims and expenses of administration, other than those set forth in Class 1 or in any other Class, incurred during the administration of the proceeding, to the extent that same exist.

2.3 Class 3 Priority Tax Claims

2.3.1 All Claims to the extent that such are allowed pursuant to Section 507(a)(8) of the Code, and as such Claims exist on the date of the filing of the Chapter 11 Petition in this Case, including, but not limited to any Priority Tax Claims of the United States of America, Internal Revenue Service, or any state or any local taxing authority, to the extent that any such Claim is not disputed, and entitled to priority status under the Code.

2.4 Class 4 General Unsecured Claims

2.4.1 All other Claims which are not otherwise classified herein which are Allowed Claims, including all non-priority, unsecured Claims against the Debtor which are not disputed or contingent and are liquidated, shall constitute the Class 4 unsecured Claims in this case.

2.5 Class 5 Equity Holders

2.5.1 The equity interests of 1947198 Ontario, Inc. (“Ontario”), the holder of 100% of the stock in the Debtor.

**ARTICLE III
CLASSES NOT IMPAIRED OR UNCLASSIFIED
UNDER THE PLAN**

3.1 The following classes of Claims are not impaired or are not to be considered classified under the Plan: Classes 1, 2 and 3.

**ARTICLE IV
TREATMENT OF UNIMPAIRED CLASSES OR UNCLASSIFIED CLAIMS**

The Claims of each of the classes listed as unimpaired or not classified in Article III, shall be paid and satisfied as follows:

4.1 Class 1 Professional Administrative Claims

All Class 1 Claims, as allowed by the Court, shall be paid in cash on or before the Confirmation Date of this Plan or as otherwise agreed in writing by the claimant and the Debtor. The funds otherwise owed to professionals which the Court has not yet approved and are required by the Code to be approved by the Court shall be escrowed until necessary approvals have been obtained. The provisions of this Section 4.1 are also subject to the terms of Article XIV of this Plan.

4.2 Class 2 Administrative Claims

4.2.1 All Class 2 Claims, as allowed by the Court as they become due in the ordinary course of business, within sixty (60) days after the Effective Date of this Plan, or as otherwise agreed by the claimant and the Debtor, whichever of these dates shall occur later. All fees owed to the Office of the United States Trustee shall be paid when due. If same are due as of the Effective Date, such shall be paid within ten (10) days of the Effective Date.

All fees owed to the Office of the United States Trustee shall be paid as they become due after the Effective Date until such time as a final order is entered or the case is closed.

4.3 Class 3 Priority Tax Claims

4.3.1 The Debtor scheduled priority tax claims owed to the Internal Revenue Service, PA Revenue and the Unemployment Compensation Tax Bureau.

4.3.2 To the extent that they exist, all priority tax claims in Class 3 of all taxing authorities, shall include only pre-petition taxes and interest accrued to the Petition Date only, and shall not include any penalties. All such Claims shall have credited against such Claim any post-petition payments. All Priority Tax Claims in Class 3, shall be paid in full on or before five (5) years after the Petition Date, together with interest at the rate of 3% per annum, which interest shall begin to accrue as the Effective Date of the Plan. Such payments shall be made on a regular monthly basis, and each such payment shall begin in the first calendar month after the Effective Date of the Plan. In the event that any funds are provided as set forth in Section 6.2 below which are applied to any taxes owed by the Debtor under this Plan, the monthly payments to be paid thereafter to any taxing authority will be reamortized based upon the reduced tax amount owed by the Debtor.

4.3.3 The Debtor believes that the taxes set forth in the claims of the IRS, PA Revenue and UC Tax Claim Bureau constitute taxes which, in part, are not that of the Debtor, but rather, that of other entities, including, but not limited to, Outsourcing of Millersburg, Inc. and 350 Wiconisco Street of Millersburg, Inc. The Debtor intends to negotiate as to the nature of these claims. To the extent that the Debtor cannot resolve such

claims through negotiations, the Debtor will object to such claims. Until such time as the objections to the claims are resolved, payment under the Plan following the Effective Date will be made by the Debtor as to the undisputed taxes which the Debtor believes are owed by it.

ARTICLE V TREATMENT OF IMPAIRED CLASSES

5.1 Class 4 General Unsecured Creditors

5.1.1 Class 4 shall include all other Claim holders of the Debtor who are not otherwise classified under the Plan or are not included in Classes 1 through 3, including all General Unsecured Creditors.

5.1.2 Class 4 Claim holders are to receive 10% of each allowed Class 4 Claim, payable in five (5) equal annual installments. The first installment payable to Class 4 Claim holders will be due and payable within six (6) months following the Effective Date of the Plan, and each annual payment will continue during the same month for each succeeding four (4) years thereafter as the month in which the first annual installment is paid.

5.2 Class 5 Equity Holders

5.2.1 The current equity is held by 1947198 Ontario, Inc., who holds 100% of the stock in the Debtor. The equity interests in the Debtor are at the Equity Holder's option to be canceled as of the Effective Date. In the event of such cancellation, the Equity Holder will be issued new stock in the same percentage as exists pre-Petition. Any other rights to retention or ownership in the Debtor is to be canceled except for those set forth herein.

**ARTICLE VI
MEANS FOR EXECUTION OF THE PLAN**

6.1 Operations of the Debtor

The Debtor intends to continue to operate its warehousing and sales fulfillment business located in Central Pennsylvania. The Debtor has cut its overhead. Based upon the Debtor's current operations, the Debtor believes it can operate profitably as well as generate sufficient funds to be able to fund payments under the Plan.

6.2 Sale of Third Party Real Property

There are various parcels of real property which the Debtor leases which are owned entities which may be controlled by Claire Rempel, the spouse of the president of the Debtor. Claire Rempel, or controlled by third parties, may, but is not required, to cause such entities to sell its real property or utilize such real property to obtain financing. These properties are warehouses that the Debtor leases. The IRS has asserted liens against certain of such real property for some of the same taxes which it asserts is owed by the Debtor. To the extent that such real property is sold or financed and any proceeds of such real property are utilized to pay the IRS, such payments shall reduce the amount owed to the IRS. The sale or financing proceeds, if such sale occurs, will be utilized to fund payments under the Plan.

**ARTICLE VII
EXECUTORY CONTRACTS**

7.1 Real Estate Leases

7.1.1 The Debtor has various month-to-month real estate leases as follows:

a. Lessor: 100 Church Street of Millersburg; Property located at and known as 100 Church Street, Millersburg, Pennsylvania;

b. Lessor: D.S. Marketing, Inc.; Property located at and known as 350 Wiconisco Street, Millersburg, Pennsylvania;

c. Lessor: Millersburg Warehousing Route 209; Property located and known as 1561 Route 209, Millersburg, Pennsylvania; and

d. Lessor: Warehousing of Millersburg, Inc.; Property located at and known as 151 Church Street, Millersburg, Pennsylvania.

7.1.2 All such leases shall be assumed upon confirmation of the Plan.

7.2 Insurance Contacts

Any contract for insurance, which may be in effect as of the Confirmation Date, will be assumed upon the Effective Date until terminated under the terms of any such insurance agreement.

7.3 Customer Contracts

Any other contracts or leases between the Debtor and its customers, whether or not specifically set forth in this Article VII, are assumed as of the Effective Date of the Plan.

7.4 Other Contracts

Any other contracts not specifically set forth in this Article VII and not including any contracts with customers of the Debtor shall be rejected as of the Effective Date of the Plan.

7.5 Arrearages

Any lessor to the Debtor, or contract party, which believes it may have a claim for arrearages for any lease or contract assumed hereunder must provide the amount of such arrearages to the Debtor within thirty days after Confirmation of the Plan.

7.6 Rejection Claim

Any Claim based upon a rejected contract or lease shall be required to be filed on or before twenty (20) days subsequent to the Confirmation Date of the Plan or such Claim shall be deemed barred. Such as otherwise set forth in this Plan, all such Claims shall be under and pursuant to and subject to the provisions of Section 365 of the Code.

ARTICLE VIII PROCEDURE FOR RESOLVING DISPUTED CLAIMS

8.1 Objections to Claims

The Debtor reserves the right to object to any Claims as filed with the Court. The time period for the Objections to Claims may be set by the Court at the Confirmation Hearing or at such other date. Any Objections shall be served upon the holder of the Claim to which an Objection is made.

8.2 Prosecution of Pending Objections to Claims

Objections to Claims that are pending as of the Confirmation Date, or were made after the Confirmation Date, shall be prosecuted after the Confirmation Date. The objecting party shall have the discretion to litigate to judgment, settle or withdraw Objections to disputed Claims.

8.3 Payment of Disputed Claims

Except as may be otherwise agreed with respect to any disputed Claim, no payments shall be paid with respect to all or any portion of a disputed Claim unless and until all Objections to such disputed Claim have been determined by a final Order. Payments and distributions to each holder of a disputed Claim, to the extent that it ultimately becomes an

allowed Claim shall be made in accordance with the provisions of this Plan. Upon resolution of the disputed Claim, final distribution, pro rata, shall occur. The Debtor reserves the right to propose a payment schedule as to any such disputed Claim which differs from that of other unsecured Claim holders.

8.4 Payments to Unsecured Creditors

Payments to Unsecured Creditors shall occur through the Debtor or through the Debtor's bankruptcy attorneys, Cunningham & Chernicoff, P.C., which firm shall be permitted to impose a reasonable charge upon the distribution to unsecured creditors for such services.

ARTICLE IX RETENTION AND ENFORCEMENT OF CLAIMS BELONGING TO THE ESTATE

9.1

All preference claims pursuant to Section 547 of the Code, all fraudulent transfer claims pursuant to Section 548 of the Code, all Claims relating to post-Petition transactions under Section 549 of the Code, all Claims recoverable under Section 550 of the Code, all Claims against a third party on account of an indebtedness, and any other Claims owed to or in favor of the Debtor, are hereby preserved and retained for enforcement subsequent to the Effective Date of the Plan by the Debtor.

ARTICLE X CONFIRMATION REQUEST

10.1 Impaired Classes to Vote

Only Classes of creditors and interest holders that are impaired shall be entitled to vote as a Class to accept or reject the Plan. Those Classes of creditors which are not impaired or are not classified, that is Classes 1, 2 and 3, shall not be permitted to vote on the Plan.

10.2 Acceptance by a Class of Creditors

A Class of creditors shall have voted to accept the Plan if the Plan is accepted by creditors of such Class that holds at least two-thirds of the aggregate dollar amount, and more than one-half in number of the allowed Claims of creditors of such Class that vote to accept or reject the Plan.

10.3 Confirmation Request

If one or more impaired Classes of Claims or interests fails to accept the Plan under Section 1126 of the Code and all of the applicable requirements of Section 1129(a) of the Code have been satisfied other than Section 1129(a)(8) of the Code, the Debtor requests that the Court confirm the Plan pursuant to the provisions of Section 1129(b) of the Code as it applies to Claims and Interests. Further, in the event that the Class 4, Unsecured Creditors, has not accepted the Plan in the requisite numbers which are necessary and required under Section 1126 of the Code, then as part of the confirmation process and in a motion to request confirmation, the Debtor may make available to other parties the right to bid for the equity

of that Debtor, provided that any such bid is on the terms and conditions higher and better than that which is to be provided by the existing equity holders.

ARTICLE XI DISCHARGE

11.1

The entry of an Order of the Bankruptcy Court confirming this Plan acts as a discharge, effective as of the Effective Date, of any and all debts of Office for Planning and Architecture, Inc. pursuant to Section 1141 of the Bankruptcy Code, including, but not limited to all principal and interest of discharged Claims. All creditors are limited, pursuant to Section 1141 of the Code, and pursuant to this Plan, to the remedies provided by this Plan and the Code for all Claim holders and equity holders, including contingent and disputed Claims which are not otherwise allowed Claims, and including any lease or executory contract rejection Claims.

ARTICLE XII INJUNCTION

12.1

All creditors of the Debtor are limited, pursuant to Section 1141 of the Code, to the treatment provided by this Plan and the Code for all Claim holders and equity holders, including contingent and disputed Claims which are not otherwise Allowed Claims. Further, as of the Effective Date, this Plan shall act as an injunction against and shall enjoin all holders of a debt held by a Claim holder, whether or not (i) a proof of Claim based on such debt is filed or deemed filed under Section 501 of the Code; (ii) such Claim is allowed under

Section 502 of the Code; or (iii) the holder of such Claim has accepted the Plan; from seeking payment of such Claim from the Debtor, other than as set forth in this Plan. The remedy for the breach of a provision of this Plan shall be an action in this Bankruptcy Court. The stay shall remain in effect as to any action against the Debtor through the Effective Date, when it is replaced by the injunction in this Section and Sections 524(a) and 1141 of the Code; and Claim holders are limited to the remedies set forth herein, under the Code and under applicable law. In the event that any Claim holder believes that a debt has not been paid as required under the Plan, such Claim holder is limited to remedies as provided under the Bankruptcy Code and applicable law.

Further, in the event of non-payment under this Plan, no default may occur until after the expiration of twenty (20) days after receipt of notice of such non-payment has been received by the Debtor and its counsel, Cunningham & Chernicoff, P.C., Debtor's counsel, without cure of the non-payment. Such notice is to be forwarded to Debtor's counsel at the address set forth at the end of this Plan.

ARTICLE XIII REVESTING

13.1

On the date Effective Date, the Debtor shall be revested with all of its property then existing, free and clear of all claims, liens and encumbrances arising prior to the date of the entry of the Confirmation Order, except as limited by Article V of the Plan. To the extent that any assets exist to which an IRS lien may attach, such lien shall continue until such lien

amount is paid. It is believed that such liens may not attach as the Debtor's tangible assets are minimal.

ARTICLE XIV PROFESSIONALS

14.1

The Class 1 professional administrative Claim holders are believed to be Cunningham, Chernicoff & Warshawsky, P.C., counsel to the Debtor and Gift CPAs, accountants to the Debtor.

14.2

All allowed costs of administration for professionals shall be paid as set forth in Section 4.1 of the Plan. All professionals employed by the Debtor shall continue to be employed and to be entitled to compensation from the estate for their services after the Effective Date on a regular ongoing basis. To the extent that any approvals are necessary which have not occurred as to any professional services, and such approval has not yet been entered by the Court, then an amount is to be escrowed and set aside on the Confirmation Date. To the extent that any services have been performed by professionals subsequent to the Confirmation Date of this Plan or any modification of this Plan, or the Debtor employs new professionals Post-Confirmation, such services and payments will not be subject to the review and approval of the Court. All reasonable fees for professionals shall be paid in the ordinary course by the Debtor.

**ARTICLE XV
MISCELLANEOUS**

15.1

The Court will fix a Bar Date for the filing of Claims and notice of such Bar Date will than be provided to creditors. Such Bar Date, if not sooner fixed, may be noticed as part of the notice to creditors of the filing of this Plan and a Disclosure Statement in support of the Plan.

15.2

The "Effective Date of the Plan" will be the first day of the calendar month following sixty (60) days after the Confirmation Order becomes final, and shall not have been reversed, stayed, or adversely modified or amended. Such date shall be subject to the right of the Debtor to request that the Court extend the Effective Date.

15.3

Upon the Confirmation Order becoming a Final Order, the Debtor, its creditors and Claim holders, and equity interest holders shall be legally bound by the Plan, whether or not they have accepted the Plan.

15.4

The transfer of any assets including any real estate, if any, during the pendency of this case, or after Confirmation, shall constitute a transfer under this Plan within the purview of Code Section 1146(c) and shall not be subject to transfer, stamp or similar taxes under any law.

15.5

All quarterly fees due and owing to the United States Trustee under 28 U.S.C. §1930 for the period of time up to Confirmation shall be paid pursuant to Article IV, Section 4.2 of the Plan. All quarterly fees for the U.S. Trustee for the period after confirmation of the Plan shall be paid pursuant to Section 15.6 below and in the ordinary course.

15.6

The Debtor may seek as soon as possible, upon proper Motion, for the closing of the case in accordance with the provisions of the Bankruptcy Code and dependent upon the activity in the case and as to the Plan. Until such time as the Court, upon Motion, orders the closing of the case, the Debtor shall be subject to such provisions as are relevant as to the payment of quarterly fees to the Office for the U.S. Trustee.

15.7

Any and all Claims which are listed in the Bankruptcy Schedules as disputed, contingent or unliquidated, and for which no proper Proof of Claim has been filed prior to a claims bar date, shall be disallowed, and shall not be entitled to vote on the Plan, including any rejection claims on account of any leases or executory contracts. If there is an objection pending as to a Claim when voting is to occur, such Claim holder shall not have its Claim considered for voting purposes until such Claim is allowed by the Court. Further, the Notice and Order approving the Disclosure Statement may contain therein a notice providing for a bar date for the filing of a proper Proof of Claim.

15.8

Any Class that is unimpaired or not classified shall not vote on the Plan and the Debtor, at its option, shall not be required to send a Disclosure Statement and Plan to Claim holders in such Class.

15.9

Any amount set forth by a Claim holder on any ballot solicited in this case and voted by a Claim holder shall not be binding upon the Debtor, but rather, the amounts scheduled by the Debtor, if not disputed, contingent or unliquidated, or as set forth in a Proof of Claim filed by a Claim holder, as allowed by the Court, shall control the amount of a creditor's Claim for purposes of voting on the Plan, or distribution under the Plan. Further, in the event that a creditor sets forth an incorrect Class for its Claim on any ballot voted on this Plan, then the Debtor reserves the right to correct such ballot to set forth the proper Class. Except as previously resolved by a Final Order, the Debtor reserves the right to object to any and all Claims filed in this Case, including any late filed Claims, which Claims are filed after the bar date established by the Court. Unless a Court Order provides otherwise, late filed Claims will not share in any distribution under the Plan.

15.10

Except to the extent that the Code is applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

15.11

In the event and to the extent that any provision of the Plan is inconsistent with the provisions of the Disclosure Statement, the provisions of the Plan shall control and take precedence, subject, however, to any Order previously entered in this Case.

15.12

The automatic stay of 11 U.S.C. §362 shall remain in effect as under Section 12.1 of the Plan and subject to the injunction set forth in Section 12.1 of the Plan, and under the Bankruptcy Code.

15.13

After the Effective Date, the Debtor may, and so long as it does not materially and adversely affect the interests of any claimant, remedy any defect or omission, or reconcile any inconsistencies in the Plan or in the Order Confirming the Plan, and such matters as may be necessary to carry out the purposes and effect of the Plan and without leave of the Court, except as required by the Plan or the Code.

15.14

After the Effective Date, the Debtor may take such actions as necessary to effectuate the Plan without leave of Court, except as required by the Plan or the Code.

15.15

Pursuant to Sections 105, 524, or 1141 of the Bankruptcy Code, upon the Effective Date, Debtor's counsel and professionals shall be deemed released and held harmless in connection with any Claims, charges or liabilities arising directly or indirectly in connection

with their service during the Chapter 11 cases, or the representation of the Debtor, except to the extent such liability arose out of fraud, willful or reckless conduct.

15.16

The Debtor and its shareholders, officers, directors, employees, or agents (including the professionals and any other professionals retained by such persons) shall have no liability to any holder of a Claim or equity interest for any act or omission in connection with, or arising out of the formulation of the Plan, the pursuit of approval of the Disclosure Statement for the Plan, or the solicitation of votes for or confirmation of the Plan, the consummation of the Plan, or 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, shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. Nothing contained in this Section shall be deemed to cause a release of any personal guarantee of any party, as to any of the Claims against the Debtor, to the extent that such exist. The Release contained herein is intended to be only with respect to the Plan and Disclosure Statement process.

15.17

For purposes of payments under the Plan to all Claim holders, the Disbursing Agent shall be the Debtor or its counsel with respect to unsecured creditors. Counsel may charge a reasonable fee for disbursement.

15.18

Any distribution under the Plan that is returned as undeliverable shall be retained by the Debtor after any applicable period of time for retention has expired.

**ARTICLE XVI
PRIOR ORDERS OF THE BANKRUPTCY COURT**

16.1

Prior Orders of the Bankruptcy Court in the Chapter 11 case are incorporated in this Plan and made a part hereof, to the extent not inconsistent herewith.

**ARTICLE XVII
MODIFICATION OF THE PLAN**

17.1 Before Confirmation

At any time prior to Confirmation, the Debtor may propose amendments or modifications of the Plan at any time, but such modification may not cause the Plan, as modified, to fail to meet the requirements of Sections 1122 and 1123 of the Bankruptcy Code. If the Debtor files a modification or amendment with the Bankruptcy Court, the Plan as modified or amended shall become the Plan.

17.2 After Confirmation

At any time after Confirmation, the Debtor may, and so long as it does not materially or adversely affect the interests of creditors, remedy any defect or omission, or reconcile any inconsistencies in the Plan, or in the Order of Confirmation, in such manner as may be necessary to carry out the purposes and effect of the Plan. Further, the Debtor may, with approval of the Court, after notice and hearing, modify or amend the Plan to the extent it may materially or adversely affect creditors, and if the Court confirms such Plan as modified or amended, such modified or amended Plan shall become the Plan.

ARTICLE XVIII
JURISDICTION OF THE COURT

18.1

The United States Bankruptcy Court for the Middle District of Pennsylvania will retain jurisdiction until this Plan has been fully consummated, or as otherwise Ordered by the Court, notwithstanding the administrative closing of the Chapter 11 Case, including, but not limited to the following purposes:

a. The classification of the Claim of any creditor and the re-examination of Claims which have been allowed in this case, and the determination of such objections as may be filed to creditors' Claims including as to the amount of any Claim or Administrative Claim. The failure by the Debtor to object to, or to examine any Claim for the purposes of voting on any plan, shall not be deemed to be a waiver of the Debtor's right to object to, or re-examine the Claim in whole or in part.

b. Determination of all questions and disputes regarding title to the assets of the Debtor's estate, and determination of all causes of action, controversies, disputes, conflicts, whether or not subject to action pending as of the date of confirmation, between the Debtor and any other party, including, but not limited to any right of the Debtor to recover assets, including accounts receivable, preferences and fraudulent conveyances, pursuant to the provisions of the Bankruptcy Code.

c. The correction of any defect, the curing of any omission, or the reconciliation of any inconsistency in this Plan or the Order of confirmation as may be necessary to carry out the purposes and intent of this Plan.

d. The modification of this Plan after confirmation pursuant to the Bankruptcy Rules and the Bankruptcy Code and pursuant to this Plan.

e. To enforce and interpret the terms and conditions of this Plan.

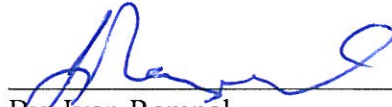
f. To approve, if necessary, the sale of any assets of the Debtor upon such terms and conditions to be set forth in the proposed sale.

g. To enter any order, including injunctions, necessary to enforce the title, rights, and powers of the Debtor and to impose such limitations, restrictions, terms, and conditions of such title, rights, and powers as this Court may deem necessary, and to enforce the terms and provisions of this Plan.

h. To determine any and all applications, motions, adversary proceedings and contested matters, whether pending before the Court on the Effective Date, or filed or instituted after the Effective Date, including, without limitation, proceedings to recover voidable transfers under the Code or other applicable law.

Debtor:

OUTSOURCING STORAGE, INC.



By: Ivan Rempel
Its: President

Dated:

12/17/17

Debtor's Counsel:

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