

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

**In Re:** C Swank Enterprises, LLC

**Bankruptcy No.** 16-23451 JAD

**Document No.**

**DISCLOSURE STATEMENT  
TO ACCOMPANY PLAN DATED OCTOBER 10, 2017**

**Chapter 11 Small Business (Check box only if debtor has elected to be considered a small business under 11 U.S.C. §1121(e))**

**Debtor furnishes this disclosure statement to creditors in the above-captioned matter pursuant to Bankruptcy Code §1125 to assist them in evaluating Debtor's proposed Chapter 11 plan, a copy of which is attached hereto. Creditors may vote for or against the plan of reorganization. Creditors who wish to vote must complete their ballots and return them to the following address before the deadline noted in the order approving the disclosure statement and fixing time. The Court will schedule a hearing on the plan pursuant to 11 U.S.C. §1129.)**

**Address for return of ballots:**

**Donald R. Calaiaro, Esquire  
Calaiaro Valencik  
428 Forbes Ave, Suite 900  
Pittsburgh, PA 15219-2230  
(412) 232-0930**

**I. Background**

- 1. Name of Debtor**  
C Swank Enterprises, LLC
- 2. Type of Debtor (individual, partnership, corporation)**  
Limited liability Corporation
- 3. Debtor's Business or Employment**  
The Debtor has obtained trucks and related equipment used in the Oil & Gas Industry and leased those trucks to a related entity, Royal Flush, Inc. The lease payments from Royal Flush, Inc. were sufficient to make the finance payments to the equipment lenders.
- 4. Date of Chapter 11 Petition**  
September 15, 2016

**5. Events that Caused the Filing:**

The Debtor has obtained trucks and related equipment used in the Oil & Gas Industry and leased those trucks to a related entity, Royal Flush, Inc. The Oil & Gas industry weakened in 2014- 2016. Fewer gas wells were being operated because of the failing price of natural gas. As there were fewer oil & gas wells, competition increased and the market price for their services fell by more than 25%. Royal Flush, Inc. lost a major portion of their business as the economy weakened the construction business sector. Their income decreased and they were unable to meet their obligations. Royal Flush, Inc. was not able to contract more than 80 % of their equipment up through August of 2016 because of reduced demand. They were not able to service their fixed equipment costs as their income was reduced. As Royal Flush, Inc. developed cash flow problems, it could not pay the lease payments to C Swank Enterprises, LLC. Their lenders would not restructure their debt outside of a bankruptcy. The Debtor filed this chapter 11 to reorganize.

**6. Anticipated Future of the Company & Source of this Information and Opinion**

The Debtor has been able to restructure the secured debt to an affordable level; and it will be able to meet the future payments to creditors under this Plan. . The Debtor has made adequate protection payments to secured creditors as they have negotiated adequate protection agreements.

**7. Summarize all Significant Features of the Plan Including When and How Each Class of Creditor Will Be Paid and What, if Any, Liens Will Be Retained by Secured Creditors or Granted to Any Creditor under the Plan**

**A. Class 1, Administrative Claims** Class 1 will be paid in full on the Plan Effective Date unless the parties agree on a different payment arrangement.

**B. Class 2, First National Bank of Pennsylvania:** Class 2 consists of the allowed perfected secured claim of First National Bank of Pennsylvania (“FNB”). FNB’s secured claim is composed of seven (7) Loans (“FNB Loans”). FNB is the holder of first priority blanket security interest liens in the personal property assets of Debtor, including inventory, chattel paper, accounts, receivables, equipment, documents and general intangibles as well as certain titled motor vehicles as more fully set forth in certain notes, security agreements, guarantees and other loan security documents (“Loan Documents”) executed by the Debtor including dumpsters, cash collateral, fifteen Peterbilt 388s, one Peterbilt 367, one Peterbilt 567 and one International tractor/ trucks. As of the Petition Date, the total secured claim of FNB is \$2,730,522.05 with additional interest at the contractual per diem rate plus late charges and fees and costs, including without limitation attorneys’ fees and costs allowed under Section 506 of the Bankruptcy Code. . Upon confirmation, the modified Secured Claim of FNB, less credit for adequate protection payments and additional payments, shall be restructured to reflect the reduced balance. The balances on the FNB Loans shall be administratively consolidated by the Debtor into one Secured Claim amount<sup>1</sup>. The first payment will be made on the Plan Effective Date by the Reorganized Debtor. FNB’s allowed secured

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<sup>1</sup> Substantively the FNB Loans shall remain as separate loans with FNB.

claim will be paid in full with a fixed interest rate of five percent (5%) per annum with monthly minimum payments of \$30,497.11 paid to FNB paid on the 15<sup>th</sup> day of each month, plus the \$14,769.89 a month paid to FNB Commercial Leasing in Class 12 will also be paid monthly to FNB commencing after the lease payment claim in Class 12 is paid in full to FNB Commercial Leasing. All payments shall in be applied and allocated by FNB in its sole discretion to the indebtedness under the Loans. Notwithstanding any other provision in this Disclosure Statement and the Chapter 11 Plan, all of FNB's liens and judgments are retained. The obligations, terms, and conditions set forth in FNB's Loan Documents including the notes, loan agreements, security agreements and guaranties judgments and any other documents with the Debtors are reinstated and reaffirmed unless otherwise amended herein and shall remain in full force and effect. FNB shall be paid its reasonable attorneys' fees and costs pursuant to 11 U.S.C. §506(d) as it is fully secured. The treatment of FNB's secured claim herein shall not in any manner discharge, or affect the rights and claims of FNB against any other persons or entities or the obligations of any person or entity to FNB with respect to the indebtedness, including C Swank Enterprises, LLC and Carol Swank. Upon confirmation of the Plan, all pre-confirmation defaults will be waived. The Principal of the Debtor will also contribute additional payments to FNB on terms mutually agreed upon by the Parties in a forbearance agreement.

The Debtor, C Swank Enterprises, LLC. will not declare any dividends to its Member shareholders during the period of the repayment to Class 2. The Debtor may retain necessary cash reserves to protect against any instability in its cash flow, a capital reserve for future repairs and maintenance of its equipment and an appropriate reserve for future capital acquisitions. Prior to the beginning of each quarter, the Debtor shall prepare a budget reflecting the necessary reserves (to protect against any instability in its cash flow, a capital reserve for future repairs and maintenance of its equipment and an appropriate reserve for future capital acquisitions) which it intends to create for each quarter, which shall be shared with FNB prior to the beginning of each quarter. In the event there are funds available at the end of the subject quarter in excess of the budgeted amount for reserves, then the Reorganized Debtor will use all such excess funds to pre-pay the Class 2 claims of First National Bank of Pennsylvania.

**C. Class 3, Paccar Financial**, is the holder of liens on two 2016 Peterbilt 389s, a 2016 Peterbilt 367, 2013 Peterbilt 388, 2015 Peterbilt 389, and a 2012 Peterbilt 388. The Creditor has filed claims at POC # 1 in the amount of \$66,096.37, POC # 8 in the amount of \$138,330.87, and POC # 9 in the amount of \$379,273.52. The total secured claims of this creditor are \$583,700.76. They will be paid in full over seven (7) years with a fixed interest rate of five percent (5%). At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in

Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.

**D. Class 4, Santander**, is the holder of liens on two 2016 Peterbilt 367s, 2012 Peterbilt 388, 2015 Peterbilt 367, and 2013 International 5900i. The Creditor has filed claims at POC # 14 in the amount of \$101,137.20, POC # 15 in the amount of \$101,848.80, POC # 16 in the amount of \$130,369.80, and POC # 17 in the amount of \$347,443.65. The total secured claims of this creditor are \$680,799.45. This amount will be paid in full over seven (7) years with a fixed interest rate of five percent (5%). At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.

**E. Class 5, TCF Equipment Finance**, is the holder of liens on a 2014 International 5900i. The Creditor has filed a claim at POC #22 in the amount of \$325,682.99 with \$240,000 secured. The Creditor will be paid its secured claim in full over seven (7) years with a fixed interest rate of five percent (5%). The unsecured portion of their claim will be modified in class 14. At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the **Debtor** in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.

**F. Class 6, Ally Bank**, is the lien holder of a 2012 Dodge Ram 2500 Crew Cab, a 2013 Dodge Ram 1500, and a 2012 Dodge Ram 4500. The Creditor has filed claims at POC # 11 in the amount of \$3,981.45, POC # 12 in the amount of \$2,961.76, and POC # 13 in the amount of \$11,499.84. The total secured claim of this Creditor is \$18,443.05. The amount will be paid in full over five (5) years with a fixed interest rate of five percent (5%). Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.

**G. Class 7, Chrysler Capital**, is the lien holder of two 2013 Dodge Ram 5500s and two 2014 Dodge Ram 5500. The Creditor has not filed a proof of claim. The Debtor believes this Creditor's secured claim is \$104,517.47. The amount will be paid in full over Five (5) years with a fixed interest rate of five percent (5%). Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.

**H. Class 8, De Lage Landen Financial Services, Inc.** is the lien holder of a 2013 International 5900i. The Creditor has not filed a proof of claim. The Debtor believes this Creditor's secured claim is \$67,545.78. The amount will be paid in full over seven (7) years with a fixed interest rate of five percent (5%). At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Debtor in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.

**I. Class 9, BMO Harris as assignee of GE Capital and GE Navistar Capital**, is the lien holder of a 2014 Peterbilt 337, 2013 Peterbilt 367, and 20113 Heritage 120BBL Tank. The Creditor filed a claim at POC # 20 in the amount of \$189,191.33. This amount will be paid in full over seven (7) years with a fixed interest rate of five percent (5%). At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.

**J. Class 10, M&T Bank**, was the lien holder of 2014 Alpine 5<sup>th</sup> Wheel. The Creditor filed a claim at POC # 24 in the amount of \$33,457.56. The creditor was paid in full during the administration of the case. M&T will not receive any further distributions under the Plan.

**K. Class 11, Hunter Truck Sales & Service.** Is the lien holder of 8 equipment finance contracts. These vehicles were sold to the Debtor by Hunter Truck Sales & Service as a vendor. They were financed through Paccar. Hunter Truck sales and Service was “on recourse” as part of the financing. When the Debtor filed the bankruptcy, Hunter Truck Sales & Service paid the balance of the loans to Paccar in exchange for purchasing the primary security interests over the vehicles, as agreed to by the parties and as expressly ordered by this Court. As such, Hunter Truck Sales & Service holds the primary secured lien on:

- A. 2016 Peterbilt 367-1NPTL40X1GM308535- RF# 73
- B. 2016 Peterbilt 367-1NPTL40X5GM308537- RF# 74
- C. 2016 Peterbilt 367-2NPTL40X5GM308527- RF # 75
- D. 2013 Peterbilt 388-1NPWX4EX9DD178788- RF# 38
- E. 2013 Peterbilt 388-1NPWX4EX7DD178787- RF# 37
- F. 2013 Peterbilt 388-1NPWX4EX8DD178778- RF# 56
- G. 2013 Peterbilt 388-1NPWX4EX8DD178779- RF# 57
- H. 2015 Peterbilt -1NPWL40X3FD251417- RF# 50

This amount will be paid in full over seven (7) years at a fixed interest rate of three and three-fourths percent (3.75%). Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.

**L. Class 12, Equipment leases with FNB.** FNB has leased 3 vehicles with the Debtor. They are three (3) 2016 Peterbuilt tucks:

- a. 2016 Peterbilt 367-VIN; 2NPTL40X9GM308525-RF#83;
- b. 2016 Peterbilt 389-VIN: 1NPXL40X3GD334545- RF#84; and
- c. 2016 Peterbilt 389-VIN: 1NPXL40X5GD333557- RF#85.

The lease payment on these trucks is \$ 14,769.89 a month. The pre-bankruptcy arrears are the August and September 2016 payments or \$ 29,539.78. The leases will be assumed and cured.

**M. Class 13, Executory Contract with Wells Fargo,** Class 13 shall consist of the executory contracts for equipment. The only member of this class is Wells Fargo that is the current lessor of an office copier for \$502.00 monthly and appropriate taxes. The lease was dated July 22, 2015 and it was for 36 months. There is a pre-petition arrearage of \$1,299.92. The Debtor will assume this lease and cure the pre-petition and post-petition arrears on the Plan Effective Date. The Debtor will make all future payments as required by the contract.

**N. Class 14, Priority Tax Claims,** will be paid in full over five years.

**O. Class 15, Executory Contracts with Royal Flush.** The Debtor has leased 57 trucks to an affiliate Royal Flush. These are the 57 leases

Class 2 – First National Bank of Pennsylvania in addition to its blanket lien on all assets, FNB has liens on the following vehicles:

5	28	2012 Peterbilt 388	1NPWXPEX2CD169432	FNB Loan 45624140
6	32	2012 Peterbilt 388	1NPWX4EX8CD169417	FNB Loan 45624140
7	29	2012 Peterbilt 388	1NPWX4EXXCD169418	FNB Loan 45624140
8	39	2013 Peterbilt 388 / 5 axles	1NPWL40XDD185395	FNB Loan 45624140
9	40	2013 Peterbilt 388 / 5 axles	1NPWL40X7DD185418	FNB Loan 45624140
10	41	2015 Peterbilt 388 / 4 axles (RO)	1NPWL40X7FD267172	FNB Loan 45624140
11	52	2012 Peterbilt 388 / 4 axles	1NPWL40XXCD169292	FNB Loan 45624140
12	53	2012 Peterbilt 388 / 4 axles	1NPWL40X1CD169293	FNB Loan 45624140
13	54	2013 Peterbilt 388 / 4 axles	1NPWL40X8DD185315	FNB Loan 45624140
14	55	2013 Peterbilt 388 / 4 axles	1NPWL40X4CD169319	FNB Loan 45624140
15	25	2012(new)Peterbilt 388	1NPWX4EXXCD169421	FNB Loan 45624140
16	35	2013 Peterbilt 388 - roll off	1NPWX4EX0DD178792	FNB Loan 45624140
17	36	2013 Peterbilt 388 - quad axle	1NPWX4EX8DD178782	FNB Loan 45624140
18	61	2013 Peterbilt 388 / 4 axles	1NPWXPEX1DD178754	FNB Loan 45624140
19	62	2013 Peterbilt 388 / 4 axles	1NPWXPEX3DD178755	FNB Loan 45624140
20	69	2014 Peterbilt 367	1NPPLP0X0ED218233	FNB/45522085
21	71	2015 Int'l 5900i	3HTNUAPT0FN719213	FNB/45522085
22	72	2014 Peterbilt 567	1NPCLP0X8ED247477	FNB/45522085

Class 3 – PACCAR Financial

26	80	2015 Peterbilt 389	1NPPL40X0FD306957	Paccar - B: 100-683-150-00056644917
27	81	2016 Peterbilt 389S	2NPXL40X8GM298538	Paccar - B: 100-683-150-00056644917
28	82	2016 Peterbilt 389S	2NPXL40XXGM298539	Paccar - B: 100-683-150-00056644917
29	78	2016 Peterbilt 367	2NPPL40X3GM308536	Paccar - B: 100-683-150-00056644305
36	23	2012(used)Peterbilt 388	1NPWX4EX9CD133851	PACCAR: 100-683-150-00006236145
39	20	2013 Peterbilt 388 – black	1NPWL40X1DD185303	PACCAR: 100-683-150-00006222335

Class 4 – Santander

40	76	2016 Peterbilt 367	VIN-308528	Santander: 002-0014812
41	77	2016 Peterbilt 367	VIN-308529	Santander: 002-0014812
43	51	2012 Peterbilt 388 / 4 axles	VIN-169302	Santander: 002-0014812-001

44	33	2013 Int'l 5900i	1HTXYSJT9DJ145603	Santander: 002-0014812-000
64	64	2015 Peterbilt 367	VIN-1NPCL40X4FD290309	Santander: 002-0014812-002

Class 5 – TCF Equipment Finance

45	66	2014 Int'l 5900i	VIN-022538	TCF/001-0667187-500
46	65	2014 Int'l 5900i	VIN-022540	TCF/001-0667187-501

Class 6 – Ally Bank

47	21	2012 Dodge RAM 2500 crew cab	3C6TD5HT5CG303618	Ally: 611917865243
48	26	2013 Dodge RAM 1500 - black	3CJR7AT0DG500972	Ally: 611919199737
49	8	2012 Dodge RAM 4500	3C7WDKEL1CG246197	Ally: 611920000705

Class 7 – Chrysler Capital

50	31	2013 Dodge RAM 5500	3C7WRNBL2DG521388	Chrysler Capital: 3344617
51	16	2013 Dodge RAM 5500	3C7WRMBLXDG537008	Chrysler Capital: 3411978
56	43	2014 Dodge RAM 5500 Flatbed	3C7WRNFL4EG180622	Chrysler
57	44	2014 Dodge RAM 5500	3C7WRNFL6EG162607	Chrysler

Class 8 – DeLage Landen Financial Services, LLC

1	24	2013 Int'l 5900i – red	1HTXYSJT9DJ145665	De Lage Landen: 595202
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Class 9- BMO Harris as assignee of GE Capital & GE Navistar Capital

23	45	2014 Peterbilt 377 (mechanic truck)	2NP2HM6X9EM247176	GE Capital: 7807709-001
24	70	2013 Peterbilt 367	VIN-175834	GE Capital/9789395001

Class 10 – M&T Bank

25	n/a	2014 Alpine 5th Wheel RV		M&T Bank
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Class 11 – Hunter Truck Sales & Service

30	75	2016 Peterbilt 367	VIN-308527	PACCAR: 100-683-150-00006632848
31	73	2016 Peterbilt 367	VIN-308535	PACCAR: 100-683-150-00006631121
32	74	2016 Peterbilt 367	VIN-308537	PACCAR: 100-683-150-00006631121
33	56	2013 Peterbilt 388 / 4 axles	VIN-178778	PACCAR: 100-683-150-00006341861



34	57	2013 Peterbilt 388 / 4 axles	VIN-178779	PACCAR: 100-683-150-00006341861
35	50	2015 Peterbilt 388 / 4 axles	VIN-251417	PACCAR: 100-683-150-00006335723
37	37	2013 Peterbilt 388 (incl.warranty)	1NPWX4EX7DD178787	PACCAR: 100-683-150-00006311682
38	38	2013 Peterbilt 388 (incl.warranty)	1NPWX4EX9DD178788	PACCAR: 100-683-150-00006311682

Class 12 – equipment leases with FNB Commercial Leasing

2	83	2016 Peterbilt 367	2NP4L40X9GM308525	FNB LEASE: 4627-FML1
3	85	2016 Peterbilt 389S	1NPXL40X5GD333557	FNB LEASE: 4627-FML1
4	84	2016 Peterbilt 389S	1NPXL40X3GD334545	FNB LEASE: 4627-FML1

Other leases –Unencumbered

52	2	2011 Ford F250	1FTBF2A68BEB47100	PAID
53	1	2011 Ford F250	1FTBF2A62BEA34825	PAID
54	5	2012 Isuzu NPR	54DC4W1B8CS800540	PAID
60	11	2012 Hino 238	5PVNE8JR8C4S50179	PAID

These leases are being assumed as a term of the Royal Flush Plan. This class is comprised of a related entity Royal Flush and it is not entitled to Vote upon this plan. See 11 USC § 1129 (a) (10). In the event FNB is paid in full the lease payments will be reduced on a dollar for dollar basis with the difference to be paid to Class 8 unsecured creditors under the Royal Flush Plan until Class 8 Royal Flush creditors are paid in full.

**P. Class 16, General Unsecured Creditors** The class 16 unsecured creditors will be paid in full on the Plan Effective Date with post-confirmation interest. The debtor believes there are no unsecured creditors.

**Q. Class 17, Creditors who have claims arising from Guaranties of related entities,** These creditors will retain their claims against related entities. The members of Class 17 loaned money to one or more third parties who are related to or affiliated with the Debtor, and Debtor guaranteed the third party's obligations to the creditor in connection with those loans. Class 17 creditors, will retain their claims against the Debtor and any third parties who are liable for such debts, and such debts shall not be deemed discharged as to the Debtor or any third party who may be obligated to the Bank in connection with the same upon confirmation of the plan. Excluding the secured guaranty claims of FNB and FNB Commercial Leasing which are retained and treated under Classes 2 and 12 in this Plan any creditor who holds claims against Royal Flush, Inc. will receive their payment from the borrower and not this debtor.

The class 17 members shall be enjoined from taking any action against the related entities while the Borrower and Royal Flush, Inc. and C. Swank Enterprises LLC remains current on the contract or under C Swank's Plan their debts will not be discharged. Any creditor who holds claims against C Swank will receive their payment from the borrower and not this debtor. This injunction does not apply to FNB and FNB Commercial Leasing which will enter into forbearance agreements with Carol Swank, from the enforcement of any claims against C. Swank Enterprises, LLC, and Carol Swank for guaranties of Royal Flush, Inc, debts.

**R. Class 18, Equity Shareholder Claims and Rights, The rights of the equity interest in the Debtor, the LLC will be retained by the Member as modified.**

The Reorganized Debtor shall not issue any dividends nor make any loans to shareholders until Classes 1 through 16 have been paid in full. In order to improve plan feasibility, Carol Swank has agreed that her post- confirmation salary for 2017 and 2018 will be \$ 120,000.00. Her salary will not exceed \$ 135,000.00 per year in 2019; this salary shall not be increased until after Jan. 1, 2020. After January 1, 2020, Carol Swank's salary may be increased only if the Debtor is current on payments to Classes 2 through 16 are current under this Plan. Brian Swank has also agreed to limit his post confirmation salary to improve plan feasibility. Brian Swank has agreed that his post-confirmation salary for 2017 and 2018 will be \$ 120,000.00. His salary will not exceed \$135,000.00 per year in 2019; this salary shall not be increased until after Jan. 1, 2020. After January 1, 2020, Brian Swank's salary may be increased only if the Debtor is current on payments to Classes 2 through 16 are current under the Plan.

C. Swank Enterprises LLC agrees that it will not declare any dividends to its Member during the period of the repayment to Class 2 through 16.

C. Swank Enterprises LLC and its member, Carol Swank and Royal Flush, Inc. and its shareholder, Carol Swank, stipulate that any claim that Royal Flush, Inc has against C. Swank Enterprises, LLC shall not be discharged. This includes any claims of contribution that Royal Flush may acquire if it pays off the debts of C. Swank Enterprises, LLC. They also agree that they waive any passage of time from the commencement of the case and after confirmation until the Plan is completed or until there has been a declared default under the plan as to any statute of limitations or Statue of Repose for those excluded periods.

C. Swank Enterprises LLC and its member, Carol Swank and Royal Flush, Inc. and its shareholder, Carol Swank, stipulate that any claim that Royal Flush, Inc. has under chapter 5 of the bankruptcy code shall not be discharged. They also agree that they waive any passage of time from the commencement of the case and after confirmation until the Plan is completed or until there has been a declared default under the plan as to any statute of limitations or Statue of Repose for those excluded periods.

8. **Are All Monthly Operating Statements Current and on File with the Clerk of Court? Yes   x   No \_\_\_\_\_ If Not, Explain:**
9. **Does the plan provided for releases of nondebtor parties? Specify which parties and terms of release.**

**Excluding the secured guaranty claims of FNB and FNB Commercial Leasing which are retained and treated under Classes 2 and 12 in this Plan, the Debtor is seeking an injunction under 11 U.S.C. § 105 prohibiting the enforcement of guaranties while the Debtor is otherwise paying the secured creditors.** Class 17 creditors will retain their claims against the Debtor and any third parties who are liable for such debts and such debts shall not be deemed discharged as to the Debtor or any third party who may be obligated to the Bank in connection with the same upon confirmation of the plan. However, this Plan does not contemplate any distribution to such creditors by the Debtor. Rather, as further explained below, these creditors will receive payments from the third party borrower pursuant to the terms set forth below. Provided the third party fully performs as detailed herein, the Class 17 claims shall be deemed paid, and no further sums shall be owed by Debtor. Additionally, so long as the third party makes payments and otherwise fulfills its obligations as detailed below, the Class 17 creditors shall be enjoined from taking any action against the Debtor so long as the entity from which payment is to be made in fact makes such payments and otherwise fulfills its obligations to the creditors. Upon confirmation of the plan, the obligations of Debtor, any third party obligors, and the Class 11 creditors shall be governed by the applicable loan documents, except as expressly modified by the Plan.

In the event the third party fails to perform as required below, the injunction shall be dissolved automatically, and the Class 17 Creditors may exercise any and all available rights and remedies they may have under the applicable loan documents or other applicable law against the Debtor or any other obligor to recover the balances owed in connection with their claims.

**10. Identify all executory contracts that are to be assumed or assumed and assigned.**

The 3 FNB leases will be assumed.  
The leases with Royal Flush, as modified by this plan will be assumed.

**11. Has a bar date been set? Yes  no**  
**(If not, a motion to set the bar date has been filed simultaneously with the filing of this disclosure statement.)**

**12. Has an election under 11 U.S.C. §1121(e) has been filed with the Court to be treated as a small business? Yes \_\_\_\_\_ No**

**13. Specify property that will be transferred subject to 11 U.S.C. §1146(c). NONE**

**II. Creditors**

**A. Secured Claims**

**SECURED CLAIMS**

Creditor	Total Amount Owed	Arrearages	Type of Collateral Priority of Lien (1, 2, 3)	Disputed(D) Liquidated(L) Unliquidated (U)	Will Liens be Retained Under the

					Plan (Y)or(N)
Ally Bank POC # 11	\$3,981.45	Not Applicable	2012 Dodge Ram 2500 Crew Cab		Yes, as modified
Ally Bank POC # 13	\$11,499.84	Not Applicable	2013 Dodge Ram 1500		Yes, as modified
Ally Bank POC # 12	\$2,961.76	Not Applicable	2012 Dodge Ram 4500		Yes, as modified
BMO Harris Bank N.A. POC # 20	\$189,191.33	Not Applicable	2014 Peterbilt 337, 2013 Peterbilt 367, 2013 Heritage 120BBL Tank		Yes, as modified
Chrysler Capital	\$21,891.32	Not Applicable	2013 Dodge Ram 5500		Yes, as modified
Chrysler Capital	\$21,742.56	Not Applicable	2013 Dodge Ram 5500		Yes, as modified
Chrysler Capital	\$30,807.12	Not Applicable	2014 Ram 5500 Flatbed		Yes, as modified
Chrysler Capital	\$30,076.47	Not Applicable	2014 Ram 5500		Yes, as modified
De Lage Landen Financial Services, Inc.	\$67,545.78	Not Applicable	2013 International 5900i		Yes, as modified
First National Bank of PA- POC # 26	\$1,514,041.66	Not Applicable	Cross Collateralized; Numerous Vehicles as identified in its security documents and titles and Blanket Lien on Debtor's Assets		Yes, as modified
F.N.B. Equipment Finance- POC # 27	\$266,343.08	Not Applicable	Cross Collateralized; Numerous Vehicles as identified in its security documents and titles and Blanket Lien on Debtor's Assets		Yes, as modified
First National Bank of PA-POC # 28	\$ 30,804.79	Not Applicable	Cross Collateralized; Numerous Vehicles as identified in its security documents and titles and Blanket Lien on Debtor's Assets		Yes, as modified
First National Bank of PA- POC # 29	\$ 47,538.38	Not Applicable	Cross Collateralized; Numerous Vehicles as identified in its security documents and titles and Blanket Lien on Debtor's Assets		Yes, as modified
First National Bank of PA- POC # 30	\$ 765,310.60	Not Applicable	Cross Collateralized; Numerous Vehicles as identified in its security documents and titles and Blanket Lien on Debtor's Assets		Yes, as modified
First National Bank of PA- POC # 31	\$ 28,848.29	Not Applicable	Cross Collateralized; Numerous Vehicles as identified in its security documents and titles and Blanket Lien on Debtor's Assets		Yes, as modified
First National Bank of PA- POC # 32	\$ 76,635.25	Not Applicable	Cross Collateralized; Numerous Vehicles as identified in its security documents and titles and Blanket Lien on Debtor's Assets		Yes, as modified
M&T Bank POC # 24	\$33,457.56	Not Applicable	2014 Alpine 5 <sup>th</sup> Wheel		Yes, as modified
Paccar Financial POC #9	\$379,273.52	Not Applicable	two- 2016 Peterbilt 389 2015 Peterbilt 386		Yes, as modified
Paccar Financial POC #2	\$52,287.22	Not Applicable	2015 Peterbilt 388		Yes, as modified
Paccar Financial	\$138,330.87	Not Applicable	2016 Peterbilt 367		Yes, as

POC #8					modified
Paccar Financial POC #1	\$66,096.37	Not Applicable	2013 Peterbilt 388		Yes, as modified
Paccar Financial/Hunter Truck Sales- POC # 3	\$ 247,193.35	Not Applicable	2 Peterbilt		Yes, as modified
Paccar Financial/Hunter Truck Sales- POC #4	\$ 125,543.28	Not Applicable	Peterbilt		Yes, as modified
Paccar Financial/Hunter Truck Sales-POC # 5	\$ 257,119.50	Not Applicable	2 Peterbilt		Yes, as modified
Paccar Financial/Hunter Truck Sales- POC # 6	262,643.28	Not Applicable	2 Peterbilt		Yes, as modified
Paccar Financial/Hunter Truck Sales- POC # 7	135,601.26	Not Applicable	Peterbilt		Yes, as modified
Paccar Financial/Hunter Truck Sales		Not Applicable	2013 Peterbilt 388		Yes, as modified
Santander POC # 17	\$347,443.65	Not Applicable	Two-2016 Peterbilt 367's (2NPPL40X4GM308528 and 2NPPL40X6GM308529)		Yes, as modified
Santander POC #16	\$130,369.80	Not Applicable	2015 Peterbilt 367 (1NPCL40X4FD290309);		Yes, as modified
Santander POC # 15	\$101,848.80	Not Applicable	2012 Peterbilt 388(1NPWL40X9CDI69302)		Yes, as modified
Santander POC #14	\$101,137.20	Not Applicable	2013 International 5900i(1HTXYSJT9DJ145603),		Yes, as modified
TCF Equipment Finance POC # 22	\$325,682.99	Not Applicable	2014 International 5900i		Yes, as modified
<b>TOTAL</b>	<b>\$ 5,813,248.33</b>				

**B. Priority Claims**

**PRIORITY CLAIMS**

Creditor	Total Amount	Type of Collateral	(D)(L)(U) *
Berkheimer	\$333.34	Local withholding	Liquidated
Berkheimer	\$4.00	LST Tax	Liquidated
IRS POC # 21	\$36,635.28	Federal Taxes	Disputed
Office of UC Tax Services	\$23.34	Employee Portion	Liquidated
PA Dept. of Revenue POC #23	\$1,028.12	PA Withholding	liquidated
<b>TOTAL</b>	<b>\$38,024.08</b>		

\* Disputed (D), Liquidated (L), or Unliquidated (U)

**C. Unsecured Claims- Class 16**

1. Amount Debtor Scheduled (Disputed and Undisputed) **\$ 0.00**

- 2. Amount of Unscheduled Unsecured Claims<sup>2</sup> \$
- 3. Total Claims Scheduled or Filed \$
- 4. Amount Debtor Disputes \$
- 5. Estimated Allowable Unsecured Claims \$ 0.00

**D. Other Classes of Creditors- Class 18**

- 1. Amount Debtor Scheduled (Disputed and Undisputed) \$750,963.36
- 2. Amount of Unscheduled Claims<sup>1</sup> \$
- 3. Total Claims Scheduled or Filed \$
- 4. Amount Debtor Disputes \$
- 5. Estimated Allowable Claims \$750,963.36

**E. Other Classes of Interest Holders**

- 1. Amount Debtor Scheduled (Disputed and Undisputed) \$
- 2. Amount of Unscheduled Claims<sup>1</sup> \$
- 3. Total Claims Scheduled or Filed \$
- 4. Amount Debtor Disputes \$
- 5. Estimated Allowable Claims \$

**III. Assets**

**ASSETS**

Assets	Value	Basis for Value Priority of Lien	Name of Lien Holder (if any) (Fair Market Value/Book Value)	Amount of Debtor's Equity (Value Minus Liens)
First National Bank	\$ .99		First National Bank	\$0.00
2012 Peterbilt 388 – Class 2 (1NPWXPEX2CD169432)	\$70,000	Debtor's Opinion	First National Bank of PA	\$0.00
2012 Peterbilt 388– Class 2 (1NPWX4EX8CD169417)	\$70,000	Debtor's Opinion	First National Bank of PA	\$0.00
2012 Peterbilt 388– Class 2 (1NPWX4EXXCD169418)	\$90,000	Debtor's Opinion	First National Bank of PA	\$0.00
2013 Peterbilt 388 – Class 2 (1NPWL40XDD185395)	\$90,000	Debtor's Opinion	First National Bank of PA	\$0.00
2013 Peterbilt 388– Class 2 (1NPWL40X7DD185418)	\$90,000	Debtor's Opinion	First National Bank of PA	\$0.00
2015 Peterbilt 388– Class 2 (1NPWL40X7FD267172)	\$100,000	Debtor's Opinion	First National Bank of PA	\$0.00
2012 Peterbilt 388– Class 2 (1NPWL40XXCD169292)	\$90,000	Debtor's Opinion	First National Bank of PA	\$0.00
2012 Peterbilt 388– Class 2 (1NPWL40X1CD169293)	\$90,000	Debtor's Opinion	First National Bank of PA	\$0.00
2013 Peterbilt 388– Class 2	\$90,000	Debtor's	First National	\$0.00

<sup>2</sup>Includes a.) Unsecured claims filed by unscheduled creditors; b.) That portion of any unsecured claim filed by a scheduled creditor that exceeds the amount debtor scheduled; and c.) Any unsecured portion of any secured debt not previously scheduled.

(1NPWL40X8DD185315)		Opinion	Bank of PA	
2013 Peterbilt 388– Class 2 (1NPWL40X4CD169319)	\$90,000	Debtor's Opinion	First National Bank of PA	\$0.00
2012 Peterbilt 388 – Class 2 (1NPWX4EXXCD169421)	\$90,000	Debtor's Opinion	First national Bank of PA	\$0.00
2013 Peterbilt 388 – Class 2 (1NPWX4EX0DD178792)	\$90,000	Debtor's Opinion	First National Bank of PA	\$0.00
2014 Peterbilt 367– Class 2 (1NPWX4EX8DD178782)	\$80,000	Debtor's Opinion	First National Bank of PA	\$0.00
2015 International 5900i– Class 2 (3HTNUAPT0FN719213)	\$80,000	Debtor's Opinion	First National Bank of PA	\$0.00
2014 Peterbilt 567– Class 2 (1NPCLP0X8ED247477)	\$80,000	Debtor's Opinion	First National Bank of PA	\$0.00
2013 Peterbilt 567– Class 2 1NPWX4EX8DD1787782	\$90,000	Debtor's Opinion	First National Bank of PA	\$0.00
2013 Peterbilt 388– Class 2 (1NPWXPEX1DD178754)	\$90,000	Debtor's Opinion	First National Bank of PA	\$0.00
2031 Peterbilt 567– Class 2 (1NPWXPEX3DD178755)	\$90,000	Debtor's Opinion	First National Bank of PA	\$0.00
2013 Peterbilt 567– Class 3	\$ 5,000	Debtor's Opinion	Paccar	\$0.00
2016 Peterbilt 389– Class 3 (2NXPL40X8GM298538)	\$65,000	Debtor's Opinion	Paccar Financial	\$0.00
2016 Peterbilt 389– Class 3 (2NPXL40XXGM298539),	\$60,000	Debtor's Opinion	Paccar Financial	\$0.00
2016 Peterbilt 367– Class 3 2NPTL40X3GM308536),	\$65,000	Debtor's Opinion	Paccar Financial	\$0.00
2015 Peterbilt 388– Class 3 VIN 1NPWX4EX9CD133851	\$70,000	Debtor's Opinion	Paccar Financial	\$0.00
2015 Peterbilt 389– Class 3 (VIN 1NPTL40X0FD306957),	\$65,000	Debtor's Opinion	Paccar Financial	\$0.00
2016 Peterbilt 367– Class 4 (2NPTL40X6GM308529	\$65,000	Debtor's Opinion	Santander	\$0.00
2016 Peterbilt 388– Class 4 (2NPTL40X4GM308528	\$65,000	Debtor's Opinion	Santander	\$0.00
2015 Peterbilt 367– Class 4 (1NPCL40X4FD290309);	\$65,000	Debtor's Opinion	Santander	\$0.00
2012 Peterbilt 388– Class 4 (1NPWL40X9CDI69302);	\$45,000	Debtor's Opinion	Santander	\$0.00
2013 International 5900i– Class 4 (1HTXYSJT9DJ145603),	\$60,000	Debtor's Opinion	Santander	\$0.00
2014 International 5900i– Class 5 (3HTNUAPT8EN022538)	\$65,000	Debtor's Opinion	TCF Equipment Finance	\$0.00
2014 International 5900i– Class 5 (3HTNUAPT6EN022540).	\$65,000	Debtor's Opinion	TCF Equipment Finance	\$0.00
2013 Dodge Ram 1500 -POC 11- Class 6	\$4,000	Debtor's Opinion	Ally Financial	\$0.00
2012 Dodge Ram 2500 Crew Cab- POC 12- Class 6	\$2,000	Debtor's Opinion	Ally Financial	\$0.00
2012 Dodge Ram 4500- POC13- Class 6	\$2,000	Debtor's Opinion	Ally Financial	\$0.00
2013 Dodge Ram 5500- Class 7	\$8,000	Debtor's Opinion	Chrysler Capital	\$0.00
2013 Dodge Ram 5500-- Class 7	\$8,000	Debtor's Opinion	Chrysler Capital	\$0.00

2014 Ram 5500 Flatbed- Class 7	\$6,000	Debtor's Opinion	Chrysler Capital	\$0.00
2014 Ram 5500- Class 7	\$8,000	Debtor's Opinion	Chrysler Capital	\$0.00
2013 International 5900i-Class 8	\$30,000	Debtor's Opinion	De Lage Landen Financial Services, Inc.	\$0.00
2014 Peterbilt 377 – Class 9 (mechanics truck) (2NP2HM7X9EM247176	\$35,000	Debtor's Opinion	GE Capital/ BMO Harris	\$0.00
2013 Peterbilt 367-Class 9 1NP TL4EXXDD175834),	\$45,000	Debtor's Opinion	GE/Navistar Capital/ BMO Harris	\$0.00
2013 Heritage BBL-Class 9	0.00	Debtor's Opinion	GE/Navistar Capital/ BMO Harris	\$0.00
2014 Alpine 5 <sup>th</sup> Wheel RV- Class 10	\$15,000	Debtor's Opinion	M&T Bank	\$0.00
2016 Peterbilt 367- Class 11 1NP TL40X1GM308535	\$80,000	Debtor's Opinion	Hunter Truck & Sales	\$0.00
2016 Peterbilt 367- Class 11 1NP TL40X5GM308537	\$65,000	Debtor's Opinion	Hunter Truck & Sales	\$0.00
2016 Peterbilt 367- Class 11 2NP TL40X5GM308527	\$65,000	Debtor's Opinion	Hunter Truck & Sales	\$0.00
2013 Peterbilt 388- Class 11 1NP WX4EX9DD178788	\$70,000	Debtor's Opinion	Hunter Truck & Sales	\$0.00
2013 Peterbilt 388- Class 11 1NP WX4EX7DD178787	\$70,000	Debtor's Opinion	Hunter Truck & Sales	\$0.00
2013 Peterbilt 388- Class 11 1NP WX4EX8DD178779	\$65,000	Debtor's Opinion	Hunter Truck Sales	\$0.00
2013 Peterbilt 388- Class 11 1NP WX4EX6DD178788	\$65,000	Debtor's Opinion	Hunter Truck & Sales	\$0.00
2015 Peterbilt - Class 11 1NP WL40X3FD251417	\$25,000	Debtor's Opinion	Hunter Truck & Sales	\$0.00
2015 Peterbuilt – Class 12 2NP TL40X3FD251417	0.003	Debtor's Opinion	FNB Leasing	\$0.00
2016 Peterbuilt – Class 12 1NP XL40X5GD333557	0.00	Debtor's Opinion	FNB Leasing	\$0.00
2016 Peterbuilt – Class 12 1NP XL40X3GD334545	0.00	Debtor's Opinion	FNB Leasing	\$0.00
2011 Ford F250	\$12,374	Debtor's Opinion	NONE	\$12,374
2011 Ford F250	\$12,250	Debtor's Opinion	NONE	12,250
2012 Isuzu NPR	\$3,000	Debtor's Opinion	NONE	\$3,000
2012 Hino 238	\$26,000	Debtor's Opinion	NONE	\$26,000
	\$ 3,041,624.99 TOTAL			\$ 53,624.00 TOTAL

3 These 3 leased vehicles do not represent an asset value.



1. Are any assets which appear on Schedule A or B of the bankruptcy petition not listed above?  
If so, identify asset and explain why asset is not in estate:
2. Are any assets listed above claimed as exempt? If so attach a copy of Schedule C and any amendments.

**IV. SUMMARY OF PLAN**

1. Effective Date of Plan:
2. Will cramdown be sought?  X  Yes   No  
If yes, state bar date: Confirmation hearing on this plan.
3. Treatment of Secured Non-Tax Claims

**SECURED NON-TAX CLAIMS**

Name of Creditor	Class	Amount Owed	Summary of Proposed Treatment
First National Bank of PA-POC # 26	2	\$ 1,514,041.66	This claim will be paid in full over seven years with five percent fixed interest.
First National Bank of PA- POC # 27	2	\$ 266,343.08	This claim will be paid in full over seven years with five percent fixed interest.
First National Bank of PA- POC # 28	2	\$ 30,804.79	This claim will be paid in full over seven years with five percent fixed interest.
First National Bank of PA-POC # 29	2	\$ 47,538.38	This claim will be paid in full over seven years with five percent fixed interest.
First National Bank of PA-POC # 30	2	\$ 765,310.60	This claim will be paid in full over seven years with five percent fixed interest.
First National Bank of PA-POC # 31	2	\$ 29,848.29	This claim will be paid in full over seven years with five percent fixed interest.
First National Bank of PA-POC # 32	2	\$ 76,635.25	This claim will be paid in full over seven years with five percent fixed interest.
Paccar Financial POC # 8	3	\$ 138,330.87	This claim will be paid in full over seven years with five percent fixed interest. At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in

			Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Paccar Financial POC #1	3	\$ 66,096.37	This claim will be paid in full over seven years with five percent fixed interest. At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Paccar Financial POC #2	3	\$ 52,287.22	This claim will be paid in full over seven years with five percent fixed interest. At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Paccar Financial POC # 9	3	\$ 379,273.52	This claim will be paid in full over seven years with five percent fixed interest. At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per

			<p>cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.</p>
Santander POC # 17	4	\$ 347,443.65	<p>This claim will be paid in full over seven years with five percent fixed interest. At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.</p>
Santander POC # 16	4	\$ 130,369.80	<p>This claim will be paid in full over seven years with five percent fixed interest. At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty.</p>

			The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Santander POC # 15	4	\$ 101,848.80	This claim will be paid in full over seven years with five percent fixed interest. At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Santander POC # 14	4	\$ 101,137.20	This claim will be paid in full over seven years with five percent fixed interest. At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
TCF Equipment Finance POC # 22	5	\$ 325,682.99	This claim will be paid in full over seven years with five percent fixed interest. At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5)

			years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Ally Bank POC #11	6	\$ 3,981.45	This claim will be paid in full over five years with five percent fixed interest. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Ally Bank POC # 13	6	\$ 11,499.84	This claim will be paid in full over five years with five percent fixed interest. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Ally Bank POC # 12	6	\$ 2,961.76	This claim will be paid in full over five years with five percent fixed interest. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Chrysler Capital	7	\$ 21,891.32	This claim will be paid in full over five years with five percent fixed interest. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for

			the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Chrysler Capital	7	\$ 21,742.56	This claim will be paid in full over five years with five percent fixed interest. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Chrysler Capital	7	\$ 30,807.12	This claim will be paid in full over five years with five percent fixed interest. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Chrysler Capital	7	\$ 30,076.47	This claim will be paid in full over five years with five percent fixed interest. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
De Lage Landen Financial	8	\$ 67,545.78	This claim will be paid in full over seven years with five percent fixed interest. At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in

			Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
BMO Harris Bank POC # 20	9	\$ 189,191.33	This claim will be paid in full over seven years with five percent fixed interest. At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
M & T Bank POC # 24	10	\$ 33,457.56	This claim was paid in full during the administration of the case. M&T will receive no further distributions under the plan
Paccar Financial/ Hunter Truck Sales & Service POC # 3	11	\$ 247,193.35	This claim will be paid in full over seven years with five percent fixed interest.* At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Paccar Financial/ Hunter Truck Sales & Service	11	\$ 125,543.28	This claim will be paid in full over seven years with three point seventy five percent fixed interest.* At the option of the Lender to be

POC # 4			<p>exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of three point seven five (3.75%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.</p>
Paccar Financial/ Hunter Truck Sales & Service POC # 5	11	\$ 257,119.50	<p>This claim will be paid in full over seven years with three point seventy five percent fixed interest.* At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.</p>
Paccar Financial/ Hunter Truck Sales & Service POC # 6 and	11	\$ 262,643.28	<p>This claim will be paid in full over seven years with three point seventy five percent fixed interest.* At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of five (5%) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any</p>



			guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
Paccar Financial/ Hunter Truck Sales & Service POC # 7	11	\$ 135,601.26	This claim will be paid in full over seven years with three point seventy five percent fixed interest.* At the option of the Lender to be exercised on or before the Voting Date, the claim will be paid in five (5) years with interest at the rate of three point seven five (3,75) per cent per annum. Should the option be exercised, the Lender will agree not to pursue any guarantors of the obligation so long as Plan payments are not in Default, and not cured as contemplated by the Plan, If payment in full is made under the Plan, upon completion of Plan payments the Lender will agree to reduce its claims against any guarantor to amounts paid under the Plan. Carol Swank will provide the Lender with a consent to entry of judgment on her guaranty. The consent to judgment will be held in escrow by counsel for the lender. Upon a Default in Plan payments which is not cured in the time frame contemplated by the Plan, judgment may be entered by the Lender in the amount of the Lenders allowed Secured Claim, less payments made under the Plan.
TOTAL		\$5,813,248.33	

**5. Treatment of Administrative Non-Tax Claims<sup>2</sup>**

**ADMINISTRATIVE NON-TAX CLAIMS**

Name of Creditor *	Amount Owed	Type of Debt **	Summary of Proposed Treatment and Date of First Payment
Calaiaro Valencik	\$ 60,000.00	Attorney for Debtor Fees	To be paid in full on the Plan Effective Date or as parties agree.
United States Trustee	1,350.00	Court Costs	To be paid in full on the Plan Effective Date.
TOTAL	\$61,350.00		

\* Identify and Use Separate Line for Each Professional and Estimated Amount of Payment

\*\* Type of Debt (P=Professional, TD=Trade, TX=Taxes)

**6. Treatment of Administrative Tax Claims**

<sup>2</sup>Include all §503(b) administrative claims.

**ADMINISTRATIVE TAX CLAIMS**

Name of Creditor *	Amount Owed	Type of Debt **	Summary of Proposed Treatment and Date of First Payment
NONE			

**7. Treatment of Priority Non-Tax:**

**PRIORITY NON-TAX CLAIMS**

Name of Creditor	Class	Amount Owed	Summary of Proposed Treatment
NONE			

**8. Treatment of Priority Tax Claims<sup>3</sup>:**

**PRIORITY TAX CLAIMS**

Name of Creditor	Class	Amount Owed	Date of Assessment	Summary of Proposed Treatment
Berkheimer	15	\$333.34	Unknown	The allowed claim will be paid in full over 5 years
Berkheimer	15	\$4.00		The allowed claim will be paid in full over 5 years
Internal Revenue Service POC # 21	15	\$36,635.28		The allowed claim will be paid in full over 5 years
PA Department of Revenue POC # 23	15	\$1,028.12		The allowed claim will be paid in full over 5 years
Office of UC Tax Services	15	23.34		The allowed claim will be paid in full over 5 years

**GENERAL UNSECURED NON-TAX CLAIMS**

Creditor	Class	Total Amount Owed	Percent of Dividend
NONE	17	\$0.00*	100%

\* United Parcel Service incorrectly filed POC # 19 for % 546.74

**GENERAL UNSECURED CLAIMS- Class 17**

Creditor	Class	Total Amount Owed	Percent of Dividend
First Commonwealth Bank POC # 18	18	\$750,963.36	NONE
TOTAL		\$750,963.36	

**10. Treatment of General Unsecured Tax Claims:**

**GENERAL UNSECURED TAX CLAIMS**

Creditor	Class	Total Amount Owed	Percent of Dividend
NONE			

<sup>3</sup>Include dates when any §507(a) (7) taxes were assessed.

11. Will periodic payments be made to unsecured creditors?  
Yes \_\_\_\_\_ No x First payment to begin \_\_\_\_\_

If so:

Amount of each payment (aggregate to all unsecured claimants)

Estimated date of first payment:

Time period between payments:

Estimated date of last payment:

Contingencies, if any:

State source of funds for planned payments, including funds necessary for capital replacement, repairs, or improvements:

Other significant features of the plan:

Include any other information necessary to explain this plan:

**V. Comparison of Plan with Chapter 7 Liquidation**

If debtor's proposed plan is not confirmed, the potential alternatives would include proposal of a different plan, dismissal of the case or conversion of the case to Chapter 7. If this case is converted to Chapter 7, a trustee will be appointed to liquidate the debtor's non-exempt assets. In this event, all secured claims and priority claims, including all expenses of administration, must be paid in full before any distribution is made to unsecured claimants.

Total value of Chapter 7 estate (See Section III)	\$ 3,041,624.99
Less secured claims (See IV-2)	\$ 5,813,248.33
2. Less administrative expenses (See IV-3 and include approximate Chapter 7 expenses)	\$ 61,350.00
3. Less other priority claims (See IV-4)	\$ 38,024.08
Total Amount Available for Distribution to Unsecured Creditors	\$ 0.00
Divided by total allowable unsecured claims of (See Section II C)	\$ 0.00
Percentage of Dividend to Unsecured Creditors:	0%

Will the creditors fare better under the plan than they would in a Chapter 7 liquidation?  
Yes x No \_\_\_\_\_

Explain:

**In this chapter 11 case, the one unsecured creditor will be paid 100% on the Plan Effective Date.**

**VI. Feasibility**

- A. Attach Income Statement for Prior 12 Months.**
- B. Attach Cash Flow Statement for Prior 12 Months.**
- C. Attach Cash Flow Projections for Next 12 Months.**

Estimated amount to be paid on effective date of plan, including administrative expenses.

\$

Show how this amount was calculated.

\$ 100,000.00	Administrative Class
\$	Taxes
\$	Unsecured Creditors
\$ 1,350.00	UST Fees
<u>\$ 101,350.00</u>	TOTAL

**What assumptions are made to justify the increase in cash available for the funding of the plan?**

**Will funds be available in the full amount for administrative expenses on the effective date of the plan? From what source? If not available, why not and when will payments be made?**

Cash on hand \$ 57,912.77

Cash on hand \$ 60,000.00

**If this amount is less than the amount necessary at confirmation, how will debtor make up the shortfall?**

**VII. Management Salaries**

**MANAGEMENT SALARIES**

<b>Position/Name of Person Holding Position</b>	<b>Salary at Time of Filing</b>	<b>Proposed Salary (Post-Confirmation)</b>
Brian Swank	\$ 120,000.00	\$ 90,000.00
Carol Swank	\$ 120,000.00	\$ 90,000.00

**VIII. Identify the Effect on Plan Payments and Specify Each of the Following:**

**1. What, if any, Litigation is pending?**

Determination of the secured status / Perfection / Existence of Hunter Truck Sales & Service on 8 trucks.

**2. What, if any, Litigation is Proposed or Contemplated?**

(A) Cram down Hearing on the Plan

(B) Objections to claims.

(C) Allowance of any administrative claim by any professional or administrative claimant.

(D) Actions to enforce the confirmed plan

(E) The post-confirmation Debtor shall be entitled to all defenses, rights and counterclaims against any Creditor in establishing the arrearages, or any amount due.

(F) An injunction under 11 U.S. C. § 105 enjoining the enforcement of any claim against C. Swank Enterprises, LLC, Carol Swank, Brian Swank for guaranties of

Royal Flush Inc.'s or C. Swank Enterprises. LLC debts.

**The Debtor does not intend to bring any avoidance actions against non-insiders**

The plan preserves any claims against the insiders. The Insiders have agreed to toll the passage of time by any claims of the estate against them. Upon the completion of the payments of the plan, these claims will be discharged at that point.

**Risks Associated with the Plan**

*This plan is dependent of the future vitality of the gas industry in the Marcellus Shale filed in Western Pennsylvania, Ohio and West Virginia. The Debtor and the industry have experienced increased demand in this industry since the filing of the bankruptcy. This debtor's success is dependent on the successful confirmation of the Plan of Reorganization of Royal Flush, Inc. This Debtor cannot operate and fund the plan payments contemplated by this plan unless it has the right to lease and employ those vehicles and machinery that C. Swank Enterprises, LLC leases to Royal Flush. These entities are related and their success is dependent on each other.*

**IX. Additional Information and Comments**

*The debtor has not evaluated chapter 5 actions against related entities or preference actions because the Plan proposes to pay all creditors 100% of their allowed claims. The Debtor has decided that the costs of litigation and investigation are not warranted under these circumstances. The Plan preserves these causes of action in the event of a conversion. These claims are not discharged by the Confirmation of this Plan.*

**IX. Certification**

**The undersigned hereby certifies that the information herein is true and correct to the best of my knowledge and belief formed after reasonable inquiry.**

**Date:** October 10, 2017

**BY: /s/ Donald R. Calaiaro**  
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