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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH
Central Division**

In re:

A PLUS SEWER & WATER CO.,

Debtor.

Bankruptcy No. 15-29123

Chapter 11

Honorable William T. Thurman

**DEBTOR'S AMENDED DISCLOSURE STATEMENT
DATED DECEMBER 12, 2016**

***** DISCLAIMER: THIS DISCLOSURE STATEMENT HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT, AND UNTIL IT IS, IT SHOULD NOT BE RELIED UPON [This paragraph will be removed from circulation copies once conditional or final approval is obtained] *****

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INTRODUCTION

This is the disclosure statement (the "**Disclosure Statement**") in the small business Chapter 11 case of A Plus Sewer & Water, Inc. (the "**Debtor**"). This Disclosure Statement contains information about the Debtor and describes the Debtor's Reorganization Plan dated December 12, 2016 (the "**Plan**") filed by the Debtor on December 12, 2016. A full copy of the Plan is attached to this Disclosure Statement as **Exhibit "A"**. **The purpose of this Disclosure Statement is to provide information as may be necessary and appropriate to allow you to make an informed judgment about the Plan. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.**

The proposed distributions under the Plan are discussed at pages 5 through 9 of this Disclosure Statement. General Unsecured Creditors are classified in Class 4 and will receive a distribution of \$500 per month for 12 months commencing 48 months after the Effective Date. After all Administrative Claims and Priority Tax Claims have been paid in full, the Reorganized Debtor shall pay the Class 4 Claimants, *pro rata*, \$1,500 on a quarterly basis.

INCORPORATION OF THE PLAN

This Disclosure Statement incorporates the terms of the Plan. The capitalized terms in this Disclosure Statement have the same meaning as set forth in the Plan. Where there is a discrepancy between the Plan and this Disclosure Statement, the Plan is the controlling document. Therefore, you are strongly encouraged to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

BACKGROUND

Description and History of the Debtor's Business

The Debtor is a corporation organized under the laws of the State of Utah. Since 2002, the Debtor has been in the business of providing excavation, plumbing, and general contracting services.

Insiders of the Debtor

The sole insider of the Debtor as defined in § 101(31) of the United States Bankruptcy Code (the "Code") is Jonathan Young ("Young").

Management of the Debtor before and during the Bankruptcy

During the two years prior to the date on which the bankruptcy petition was filed, the sole officer, director, manager, or other person in control of the Debtor (collectively the "**Manager**") was Young. The Manager of the Debtor during the Debtor's Chapter 11 case has been Young.

After the Effective Date of the order confirming the Plan, the manager, director, officer, and voting trustee of the Reorganized Debtor (collectively the “**Post Confirmation Manager**”) will be Young. The responsibilities and compensation of this Post Confirmation Manager are described in section III(D)(1)(a) of this Disclosure Statement.

Events Leading to Chapter 11 Filing

For many years the Debtor was managed jointly by Young and his wife. In 2012 to 2013, Young’s wife became ill and had to disengage from the business. At the same time, the Debtor experienced business growth; however, the growth was primarily from clients with payment terms that were typically more than 90 days from completion of the job.

On June 9, 2010, A Plus entered into a secured financing arrangement with Firmco to facilitate the factoring of these longer term accounts receivable. The interest and fees provided by this facility create a borrowing cost of approximately 20%.

In early 2015, the Debtor entered into two working capital financing arrangements, the proceeds of which were primarily used to repair equipment urgently needed to complete pending jobs. The first such arrangement was with World Global Financing Inc. (“WGF”) in February of 2015 for \$45,000 and the second arrangement was with Knight Capital, LLC (“Knight”) for \$37,000 on March 3, 2015. Both credit lines required the Debtor to make future daily payments of \$497 and \$395, respectively.

The onerous daily payments from WGF and Knight and the interest, fees and reserve requirements of the ARFA which are modifiable in the sole discretion of Firmco created a substantial erosion of margin over time and it became necessary to continually borrow more to meet the financing and operating requirements of A Plus.

Just prior to the filing of the Petition, Firmco declared a default under the ARFA and ceased providing any working capital financing to Debtor. Additionally, on or about September 17, 2015, Firmco provided notice (“Firmco Notice”) to the clients of Debtor advising them that all payments due to Debtor must be remitted to Firmco. Because of the Firmco Notice, Clients refused to make agreed payments to Debtor, making it impossible for Debtor to meet its payroll and material obligations and necessitating the filing of this bankruptcy case.

Significant Events during the Bankruptcy Case

The Debtor attended the required Initial Debtor Interview with the United States Trustee and the Meeting of Creditors mandated by § 341. There have not been any other significant legal or administrative proceedings pending in this Court or any other forum.

On November 16, 2015, the Court entered an Order Denying Debtor’s Motion to Pay Certain Prepetition Obligations and Denying Debtor’s Motion to Use Cash Collateral. On January 14, 2016, the Court ruled that the Debtor deliver \$7,143.14 to Firmco by December 15, 2016, and further that the Debtor make monthly adequate protection payments to Firmco in the amount of \$4,500 per month.

Since the filing of this Bankruptcy Case, the Debtor has been operating without any working capital financing.

**SUMMARY OF THE PLAN OF REORGANIZATION
AND TREATMENT OF CLAIMS AND EQUITY INTERESTS**

Purpose of the Plan of Reorganization

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

Unclassified Claims

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

1. Administrative Expenses

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

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

Type	Estimated \$ Amount Owed	Proposed Treatment
Expenses Arising in the Ordinary Course of Business After the Petition Date	0.00	Paid in full on the Effective Date of the Plan or according to terms of the obligation, if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	0.00	Paid in full on the Effective Date of the Plan or according to terms of the obligation, if later
Professional Fees, as approved by the Court	45,000.00	Paid in full on the Effective Date of the Plan or according to separate written agreement or according to court order if such fees have not been approved by the Court on the Effective Date of the Plan.
Office of the U.S. Trustee Fees	0.00	Paid in full no later than the Effective Date of the Plan
TOTAL	\$45,000.00	

2. Priority Tax Claims

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, each holder of a priority tax claim will be paid on the Effective Date (but in no event later than five (5) years from the date of the order for relief (Petition Date)). Such Allowed Claims shall be paid after all Allowed Administrative Claims but before any Allowed General Unsecured Claims.

The Internal Revenue Service filed Claim No. 3 claiming \$739.29 due as a priority tax claim.

Classes of Claims and Equity Interests

The following are the classes set forth in the Plan and the proposed treatment that they will receive under the Plan: (A list of all Claims is shown on **Exhibit 1** to the Plan).

1. Classes of Secured Claims

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

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

Class	Impairment	Treatment
Class 1 – \$291,181.32 Secured claim of Firmco Business Funding, Inc.	Impaired	The Class 1 Creditor shall be paid \$172,787.43 as follows: (1) \$59,470 will be paid prior to the Effective Date. (2) The balance of \$113,316.94 shall be paid over 60 months in minimum monthly payments no less than \$1,888.62. (3) The Debtor shall have the option to make monthly payments in excess of the amounts listed above without penalty. (4) The creditor's lien as it existed on the Petition Date shall be retained as security for the payment or performance by the Debtor of all sums required to be paid under the Plan. Except to the extent expressly modified in the Plan, nothing contained in the Plan or the Confirmation Order shall alter or affect the rights, claims and defenses of the Creditor and the Debtor with respect to this Claim.

Class	Impairment	Treatment
Class 2 – \$51,920.80 Secured Claim of CAT Financial	Impaired	<p>The Class 2 Creditor shall be paid in full as follows:</p> <p>(1) \$6,006.00 will be paid prior to the Effective Date.</p> <p>(2) The balance of \$45,914.80 shall be paid after the Effective Date in minimum monthly payments of no less than \$1,088.19 per month.</p> <p>(3) The Debtor shall have the option to make monthly payments in excess of \$1,088.18 without penalty.</p> <p>(4) The creditor's lien as it existed on the Petition Date shall be retained as security for the payment or performance by the Debtor of all sums required to be paid under the Plan. Except to the extent expressly modified in the Plan, nothing contained in the Plan or the Confirmation Order shall alter or affect the rights, claims and defenses of the Creditor and the Debtor with respect to this Claim.</p>
Class 3 - \$13,762.57 Secured claim of Kubota Credit Corporation	Impaired	<p>The Class 3 Creditor shall be paid in full as follows:</p> <p>(1) \$3,850.00 will be paid prior to the Effective Date.</p> <p>(2) The balance of \$9,912.57 shall be paid after the Effective Date in minimum monthly payments no less than \$400 per month.</p> <p>(3) The Reorganized Debtor shall have the option to make monthly payments in excess of \$400 without penalty.</p> <p>(4) The creditor's lien as it existed on the Petition Date shall be retained as security for the payment or performance by the Debtor of all sums required to be paid under the Plan. Except to the extent expressly modified in the Plan, nothing contained in the Plan or the Confirmation Order shall alter or affect the rights, claims and defenses of the Creditor and the Debtor with respect to this Claim.</p>

2. Classes of Priority Unsecured Claims

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

The Debtor has no claims that fall into this class.

3. Class of General Unsecured Claims

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code. The following chart identifies the Plan's proposed treatment of the Class 4 Claims:

Class	Impairment	Treatment
Class 4 – General Unsecured Creditors	Impaired	All unsecured claims allowed under § 502 of the Code will be satisfied by receiving a Pro Rata distribution of \$500 per month for 12 months commencing 48 months after the Effective Date. From time to time if the Debtor generates enough funds to pay creditors in Class 4 early, it may do so without penalty. No interest shall be paid to creditors in this class. These claims will be discharged upon the distribution of their Pro Rata portion of \$6,000.

4. Class of Equity Interest Holders

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

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

Class	Impairment	Treatment
Class 5 – Equity Security Holders	Impaired	On and as of the Effective Date, all of the Class 5 Interests of the Debtor shall be extinguished, cancelled and discharged. Jonathan Young, the sole Interest Holder, shall contribute new capital (See Section 7.01) in exchange for 100% Interest in the Reorganized Debtor.

Means of Implementing the Plan

1. Source of Payments.

Payments and distributions under the Plan will be funded by (1) the operations of the Reorganized Debtor, (2) capital contribution of \$10,000 from the Post Confirmation Manager to be, and (3) sale of assets held by the Reorganized Debtor that are no longer necessary for ongoing

business operations ("Excess Property"). Specifically the Reorganized Debtor intends to scrap or sell Property with an appraised value of \$32,250 and to liquidate the property at or above the estimated liquidation value of \$23,075. The capital contribution and sale of Excess Property will be used to pay Allowed Administrative Expense claims. The Reorganized Debtor shall be authorized to complete the sale of the Excess Property without further order of the Court.

2. Sale of Assets.

During the term of the Plan the Reorganized Debtor shall, at its option, be entitled to sell or refinance all or a portion of the Property. In the event of a sale or refinance, proceeds shall be applied as follows: (a) reasonable costs of sale and United States Trustee's fees; (b) all Allowed Secured Claims secured by the property; (c) any unsatisfied Administrative Claims; and (d) all remaining funds to be distributed in accordance with the terms of the Plan. The Reorganized Debtor shall be authorized to complete the sale without further order of the Court provided that all Allowed Secured Claims shall be satisfied in full from the sale of the property (excluding the sale of Excess Property.)

3. Continued Operation of Business.

Upon entry of the Confirmation Order, title in the Debtor's Assets, except as otherwise provided for in the Plan, will be transferred to the Reorganized Debtor. All liens of the Allowed Secured Creditors shall continue to attach to all assets of the estate with the exception of the assets to be sold free and clear of liens listed in 7.02 above.

4. Payment of Claims.

Payment of Allowed Claims shall be made in order of priority required by the Bankruptcy Code from the Reorganized Debtor's net business income on a monthly basis and shall be paid by check and disbursed to creditors each calendar month by the 15th of each such month beginning with the calendar month following the Effective Date.

5. Additional Financing

The Reorganized Debtor may secure additional financing, secured or unsecured, for purposes of operation and performance under the Plan provided that any such financing shall not create liens with priority over liens held by holders of Allowed Claims in classes 1 through 4 absent the consent of the holders of such Allowed Claims.

6. Management of Reorganized Debtor

Jonathan Young will continue to serve as the sole shareholder and President of the Reorganized Debtor with power to manage all of its day to day financial affairs and business operations. Mr. Young currently receives compensation of \$52,000 per year for services rendered in connection with the management and operation of the Reorganized Debtor's business. The compensation may be increased during the term of the Plan so long as it does not impair the Reorganized Debtor's ability to make the payments required under the Plan.

Risk Factors

The proposed Plan has the following risks: If the Debtor is unable to operate profitably creditors will not be paid. Impediments to profitability include general economic factors, terms of client payment, ability to find working capital, and non-payment of accounts receivable by customers.

Executory Contracts and Unexpired Leases

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

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

All executory contracts and unexpired leases that are not listed as assumed will be rejected under the Plan. Consult your advisor or attorney for more specific information about particular contracts or leases.

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

Tax Consequences of Plan

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

The following are the anticipated tax consequences of the Plan: The reorganization of the Debtor in bankruptcy pursuant to the Plan may have significant tax consequences for the Debtor. There are several lengthy and complex sections of the Internal Revenue Code of 1986 (the “IRC”) and the regulations promulgated thereunder (the “Regulations”) that may apply to the transactions contemplated by the Plan. Some tax consequences are difficult to determine with certainty in advance because certain questions of fact, some of which turn upon the outcome of future events, have to be resolved before the IRC and Regulations can be applied to the transactions.

Neither the Debtor nor its attorneys has obtained a tax opinion and express no opinion as to the tax consequences to Creditors resulting from the Plan. Creditors are advised and encouraged to consult their own tax counsel to determine the tax consequences of the Plan.

BECAUSE NONE OF THE ABOVE-NAMED PARTIES NOR THEIR ATTORNEYS OR ACCOUNTANTS EXPRESS AN OPINION AS TO THE TAX CONSEQUENCES OF THE PLAN, IN NO EVENT WILL THE DEBTOR NOR PROFESSIONAL ADVISORS ENGAGED BY IT BE LIABLE FOR ANY TAX CONSEQUENCES OF THE PLAN. CREDITORS MUST LOOK SOLELY TO AND RELY SOLELY UPON THEIR OWN ADVISORS AS TO THE TAX CONSEQUENCES OF THE PLAN.

CONFIRMATION

Voting

Each creditor with an impaired, allowed claim is entitled to vote. All classes are impaired and entitled to vote and have been provided with a ballot. A class of creditors will be deemed to have accepted the Plan if at least two-thirds in amount and more than one-half in number of the holders of Allowed Claims of the class (that actually vote) accept the Plan.

If an objection to your Claim is filed prior to Confirmation, then your Claim will no longer be an Allowed Claim and you will not have the right to vote. Nevertheless, under Bankruptcy Rule 3018, the Court, after notice and hearing, may temporarily allow your Claim in an amount which the Court deems proper for the purpose of accepting or rejecting the Plan. If an objection to your Claim has been filed and you desire that your Claim be temporarily allowed for purposes of voting, you must take appropriate steps to obtain such relief.

Ballots

To be counted, each ballot must be completed and delivered to the Debtor's counsel. The instructions and deadlines for submitting ballots are contained in the Ballot and in the Order (1) Conditionally Approving Disclosure Statement, (2) Fixing Time for Filing Acceptances or Rejections of Plan, and (3) Fixing the Time for Filing Objections to the Disclosure Statement and to the Confirmation of the Plan and Notice of Confirmation Hearing (the "**Confirmation Hearing Notice**") which has been mailed to you with this Disclosure Statement.

Objections to the Plan

You have the right to object to the Plan. The instructions and deadlines for filing an objection to confirmation of the Plan are set forth in the Confirmation Hearing Notice. Unless the Court determines otherwise, only those objections that are in writing and timely filed with the Court and served on Debtor's counsel may be considered by the Court on the Confirmation Hearing.

Disclaimer

The Court has conditionally approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal

requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. The Court's approval of this Disclosure Statement is subject to final approval at the hearing on confirmation of the Plan.

Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. To the extent that a trustee in a chapter 7 liquidation would take the same actions to pursue the Avoidance Actions, the Debtor believes that this requirement has been met. A liquidation analysis is attached to this Disclosure Statement as **Exhibit "B"**.

Feasibility

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

1. Ability to Initially Fund Plan

The Debtor believes that the Debtor will have enough cash on hand on the Effective Date from the sale of excess assets and the new capital contribution to pay all the claims and expenses that are entitled to be paid on that date.

2. Ability to Make Future Plan Payments and Operate without Further

Reorganization

The Debtor must also show that it will have enough cash over the life of the Plan to make the required Plan payments. The Plan Proponent has provided projected financial information. Those projections are listed in **Exhibit "C"**.

You should Consult with your Accountant or other Financial Advisor if you have any Questions Pertaining to these Projections.

Projected Recovery of Avoidable Transfers

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions at this time as it does not believe that any actions qualify under the Bankruptcy Code.

Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed

for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

EFFECT OF CONFIRMATION OF PLAN

Discharge of Debtor

On the Effective Date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of any debt (I) imposed by the Plan, (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure, or (iii) of a kind specified in § 1141(d)(6)(B). After the effective date of the Plan your claims against the Debtor will be limited to the debts described in clauses (i) through (iii) of the preceding sentence.

Modification of Plan

The Debtor may modify the Plan at any time before confirmation of the Plan; however, the Court may require a new disclosure statement and/or revoting on the Plan. The Debtor may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated *and* (2) the Court authorizes the proposed modifications after notice and a hearing.

Final Decree

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

Respectfully submitted December 12, 2016.

/s/

A Plus Sewer & Water, Inc.

By: Jonathan Young

Its: Sole Shareholder

/s/

Vannova Legal, PLLC

Val Dalling III (09667)

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Exhibit “A”

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**IN THE UNITED STATES BANKRUPTCY COURT
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A PLUS SEWER & WATER CO.,

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Bankruptcy No. 15-29123

Chapter 11

Honorable William T. Thurman

**DEBTOR'S AMENDED PLAN OF REORGANIZATION
DATED DECEMBER 12, 2016**

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ARTICLE I
SUMMARY

This Plan of Reorganization (the “Plan”), under Chapter 11 of the Bankruptcy Code (the “Code”) proposes to pay creditors of A Plus Sewer & Water Co. (hereinafter referred to as the “Debtor” or “Reorganized Debtor”) from cash flow from its business operations and liquidation of assets not necessary for Debtor’s continued operation.

This Plan provides for three (4) classes of secured claims; one (1) class of unsecured claims; and one (1) class of equity security holders. Unsecured creditors holding Allowed Claims will receive distributions, which the proponent of this Plan has valued at approximately 2.2 cents on the dollar. This Plan also provides for the payment of administrative and priority claims.

All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS

2.01	Class 1	The \$291,181.32 claim of Firmco Business Funding, Inc. , to the extent allowed as a secured claim under § 506 of the Code.
2.02	Class 2	The \$51,920.80 Claim of CAT Financial , to the extent allowed as a secured claim under § 506 of the Code.
2.03	Class 3	The \$13,762.57 Claim of Kubota Credit Corporation , to the extent allowed as a secured claim under § 506 of the Code.
2.04	Class 4	The \$5,124.52 Claim of Les Schwab Tire Centers of Utah Inc. , to the extent allowed as a secured claim under § 506 of the Code.
2.05	Class 5	All unsecured claims allowed under § 502 of the Code including the unsecured portion of the claims in Classes 1 through 4 above.
2.06	Class 6	Equity Interests of the Debtor.

A list of Claims is attached as **Exhibit “1”**.

ARTICLE III
TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS,
U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS

3.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims and priority tax claims are not in classes.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code will be paid in full on the effective date of this Plan (as defined in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor. Payment of the administrative expense claims of Court-approved professionals shall be made only after such have been approved by the Court upon notice and hearing of regularly filed fee applications.

3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid in full within five years of the Petition Date with interest at three percent (3.0%) per annum, in accordance with §§ 6621 and 6622 of the Internal Revenue Code and 11 U.S.C. § 511. The Debtor expects to make payments of not less than \$100.00 per month commencing within 30 days from the Effective Date until the claim is paid in full. The Reorganized Debtor shall have the option to make monthly payments in excess of \$100.00 without penalty.

3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid no later than the effective date.

ARTICLE IV
TREATMENT OF CLAIMS AND INTEREST UNDER THE PLAN

4.01 Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 – \$291,181.32 Secured claim of Firmco Business Funding, Inc.	Impaired	The Class 1 Creditor shall be paid \$172,787.43 as follows: (1) \$59,470 will be paid prior to the Effective Date. (2) The balance of \$113,316.94 shall be paid over 60 months in minimum monthly payments no less than \$1,888.62 (3) The Debtor shall have the option to make monthly payments in excess of the amounts listed above without penalty. (4) The creditor's lien as it existed on the Petition Date shall be retained as security for the payment or performance by the Debtor of all sums required to be paid under the Plan. Except

Class	Impairment	Treatment
		to the extent expressly modified in the Plan, nothing contained in the Plan or the Confirmation Order shall alter or affect the rights, claims and defenses of the Creditor and the Debtor with respect to this Claim.
Class 2 – \$51,920.80 Secured Claim of CAT Financial	Impaired	<p>The Class 2 Creditor shall be paid in full as follows:</p> <p>(1) \$6,006.00 will be paid prior to the Effective Date.</p> <p>(2) The balance of \$45,914.80 shall be paid after the Effective Date in minimum monthly payments of no less than \$1,088.19 per month.</p> <p>(3) The Debtor shall have the option to make monthly payments in excess of \$1,088.18 without penalty.</p> <p>(4) The creditor's lien as it existed on the Petition Date shall be retained as security for the payment or performance by the Debtor of all sums required to be paid under the Plan. Except to the extent expressly modified in the Plan, nothing contained in the Plan or the Confirmation Order shall alter or affect the rights, claims and defenses of the Creditor and the Debtor with respect to this Claim.</p>
Class 3 - \$13,762.57 Secured claim of Kubota Credit Corporation	Unimpaired	<p>The Class 3 Creditor shall be paid in full as follows:</p> <p>(1) \$3,850.00 will be paid prior to the Effective Date.</p> <p>(2) The balance of \$9,912.57 shall be paid after the Effective Date in minimum monthly payments no less than \$400 per month.</p> <p>(3) The Reorganized Debtor shall have the option to make monthly payments in excess of \$400 without penalty.</p> <p>(4) The creditor's lien as it existed on the Petition Date shall be retained as security for the payment or performance by the Debtor of all sums required to be paid under the Plan. Except to the extent expressly modified in the Plan, nothing contained in the Plan or the Confirmation Order shall alter or affect the rights, claims and defenses of the Creditor and the Debtor with respect to this Claim.</p>

Class	Impairment	Treatment
Class 4 - \$5,124.52 Secured claim of Les Schwab Tire Centers of Utah Inc.	Unimpaired	Debtor has surrendered the collateral to the Class 4 Creditor.
Class 5 – General Unsecured Creditors	Impaired	All General Unsecured Creditors will be satisfied by receiving a Pro Rata distribution of \$500 per month for 12 months commencing 48 months after the Effective Date. From time to time if the Debtor generates enough funds to pay creditors in Class 5 early, it may do so without penalty. No interest shall be paid to creditors in this class. These claims will be discharged upon the distribution of their Pro Rata portion of \$6,000.
Class 5 – Equity Security Holders	Impaired	On and as of the Effective Date, all of the Class 5 Interests of the Debtor shall be extinguished, cancelled and discharged. Jonathan Young, the sole Interest Holder, shall contribute new capital (See Section 7.01) in exchange for 100% Interest in the Reorganized Debtor.

ARTICLE V **ALLOWANCE AND DISALLOWANCE OF CLAIMS**

5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

5.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

ARTICLE VI **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

6.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor assumes the following executory contracts and/or unexpired leases effective upon the earlier of (1) the date of the assumption approved by the court, or (2) the entry of the order confirming this Plan.

Name of Other Parties	Description of Contract or Lease

(b) The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan, upon the effective date of this Plan. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than thirty (30) days after the date of the order confirming this Plan.

ARTICLE VII
MEANS FOR IMPLEMENTATION OF THE PLAN

7.01 Plan Funding. The Plan will be funded from (1) the operations of the Reorganized Debtor, (2) a capital contribution of \$10,000 from Young to be contributed prior to the Effective Date, and (3) the sale of Property held by the Debtor that is no longer necessary for ongoing business operations. Specifically the Debtor intends to scrap or sell the Property listed on **Exhibit “2”** (“Excess Property”) to third parties free and clear of liens for the best available price. The appraised value of the equipment is \$32,250 and the Reorganized Debtor expects to sell the Property for an amount at or above the expected liquidation value of \$23,075. The capital contribution and sale of assets will be used to pay Allowed Administrative Expense claims. The Reorganized Debtor shall be authorized to complete the sale of the Excess Property without further order of the Court.

7.02 Sale of Assets. During the term of the Plan the Reorganized Debtor shall, at its option, be entitled to sell or refinance all or a portion of the Property. In the event of a sale or refinance, proceeds shall be applied as follows: (a) reasonable costs of sale and United States Trustee’s fees; (b) all Allowed Secured Claims secured by the property; (c) any unsatisfied Administrative Claims; and (d) all remaining funds to be distributed in accordance with the terms of the Plan. The Reorganized Debtor shall be authorized to complete the sale without further order of the Court provided that all Allowed Secured Claims shall be satisfied in full from the sale of the property (excluding the sale of Excess Property provided for in 7.01 above.)

7.03 Continued Operation of Business. Upon entry of the Confirmation Order, title in the Debtor’s Assets, except as otherwise provided for in the Plan, will be transferred to the Reorganized Debtor. All liens of the Allowed Secured Creditors shall continue to attach to all assets of the estate with the exception of the assets to be sold free and clear of liens listed in 7.02 above.

7.04 Payment of Claims, Administrative Expenses and Priority Claims: Payment of Allowed Claims shall be made in order of priority required by the Bankruptcy Code from the Reorganized Debtor’s net business income on a monthly basis and shall be paid by check and disbursed to creditors each calendar month by the 15th of each such month beginning with the calendar month following the Effective Date.

7.05 Additional Financing. The Reorganized Debtor may secure additional financing, secured or unsecured, for purposes of operation and performance under the Plan provided that any such financing shall not create liens with priority over liens held by holders of Allowed Claims in classes 1 through 4 absent the consent of the holders of such Allowed Claims.

7.06 Management of Reorganized Debtor. Jonathan Young will serve as the sole shareholder and President of the Reorganized Debtor with power to manage all of its day to day financial affairs and business operations. Mr. Young currently receives compensation of \$52,000 per year for services rendered in connection with the management and operation of the Reorganized Debtor's business. The compensation may be increased during the term of the Plan so long as it does not impair the Reorganized Debtor's ability to make the payments required under the Plan.

7.07 Retention of Professionals. The Plan authorizes the Reorganized Debtor to continue to employ professionals whose employment was authorized prior to Confirmation to assist in consummation of the Plan. Those professionals will be permitted to send periodic statements to the Reorganized Debtor for services rendered after confirmation, and the Reorganized Debtor will be permitted to pay for those services as rendered. In its motion for final decree, the Reorganized Debtor will itemize the post-confirmation services and the amounts paid, and those fees will be subject to final approval at the hearing on the motion for final decree.

7.08 Reports and Tax Returns. Following the entry of an Order confirming the Plan and until a final decree is entered or until this case is closed, the Reorganized Debtor shall:

- (i) timely file quarterly reports concerning the ongoing progress of the confirmed Plan,
- (ii) remain current on all post-petition tax obligations or will be subject to conversion or dismissal under 11 U.S.C. §§521(j) and 1112(b)(4)(I), and
- (iii) timely file all required tax returns and upon request shall provide copies to the United States Trustee until the case is closed, pursuant to 11 U.S.C. §§521(f) and (j).

ARTICLE VIII **GENERAL PROVISIONS**

8.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions

- a) Administrative Expense means a claim or expense of a kind specified in 11 U.S.C. § 503(b) and referred to in 11 U.S.C. § 507(a)(1).
- b) Allowed Claim means a claim against the Debtors (jointly or severally) to the extent that (a) proof of such claim was (1) filed with the Court on or before the claims bar date, (2) deemed filed pursuant to Bankruptcy Code Section 111(a), or (3) filed after the claims bar date with leave of the Court after notice and opportunity for hearing and (b) that is (1) not a disputed claim or (2) is allowed

(and only to the extent allowed) by a final Court order.

- c) Business Day means any day except Saturday, Sunday, or any other day on which commercial banks in Salt Lake City, Utah, are authorized by law to close.
- d) Chapter 11 means Chapter 11 of the Bankruptcy Code.
- e) Claim means a claim as defined in Bankruptcy Code Section 101(5).
- f) Claimant means the holder of a Claim.
- g) Class means a class of Claims or Interests as classified and described in the Plan.
- h) Confirmation means the signing of the Confirmation Order by the Court.
- i) Confirmation Date means the date on which the clerk of the Court enters the Confirmation Order on the docket of the Court.
- j) Confirmation Order means the Order of the Court confirming the Plan under 11 U.S.C. § 1129.
- k) Consummation means the point at which the treatment of all Creditors' claims has been completed as provided in the Plan.
- l) Contract Rate means the interest rate set forth in an agreement, instrument, or other document evidencing a Claim.
- m) Court means the United States Bankruptcy Court for the District of Utah and any court having jurisdiction to hear appeals therefrom.
- n) Creditors means all persons holding Claims against the Debtor.
- o) Disallowed Claim means any Claim or portion thereof which has been disallowed by a Final Order, and includes any Claim which is not an Allowed Claim for any other reason.
- p) Disputed Claim means that portion (including, where appropriate, the whole) of any Claim (other than an Allowed Claim), (a) either (i) that is listed in the Debtor's schedule of liabilities as disputed, contingent, or unliquidated, or (ii) that is listed in the Debtor's schedule of liabilities and as to which a proof of Claim has been filed with the Court, to the extent the proof of Claim exceeds the scheduled amount, or varies from the scheduled priority, or differs from the nature or scope of the scheduled security, or (iii) that is not listed in the Debtor's schedule of liabilities, but as to which a proof of Claim has been filed with the Court, or (iv) as to which an objection has been filed, and (b) that has not

become an Allowed Claim.

- q) Effective Date means that Business Day which is fifteen (15) days after the Confirmation Date. If, however, a stay of the confirmation order is in effect on that date, the effective date will be the first business day after the date on which the stay of the confirmation order expires or is otherwise terminated.
- r) Equipment means machinery, fixtures, and equipment owned by the Debtor.
- s) Estate means the estate created pursuant to 11 U.S.C. § 541 upon the commencement of this Case, including, without limitation, any enlargement of that estate during the course of this Case or through the Plan.
- t) Executory Contract means an agreement (including unexpired leases) between the Debtor and another Person where future material obligations remain to be performed by each party to the agreement and which is treatable under 11 U.S.C. § 365.
- u) Final Order means an order or judgment of the Court as to which (a) any appeal or petition for review or rehearing that has been taken has been finally determined or dismissed or (b) the time for appeal has expired and no notice of appeal or petition for review or rehearing has been filed. Notwithstanding any other provision of the Plan, the Debtor, in its sole discretion, may treat any order of the Court that is not subject to a stay as a Final Order under the provisions of the Plan.
- v) Fiscal Year means the fiscal year which the Debtor traditionally has used, viz., the calendar year commencing January 1st and ending December 31st.
- w) Interest means the equity interest in the Debtor.
- x) Interst Holder means Jonathan Young, the sole shareholder and principal officer of the Debtor.
- y) IRS means the Internal Revenue Service.
- z) Person means an individual, corporation, partnership, joint venture, association, joint stock company, trust, estate, unincorporated organization, governmental unit, government (or agency or political subdivision thereof), or other entity, including, without limitation, the Debtor.
- aa) Petition Date means September 29, 2015.
- bb) Plan means this Plan, as altered, modified, or amended in accordance with the Bankruptcy Code, the Bankruptcy Rules, and this Plan.

- cc) Priority Claim means Allowed Unsecured Claims entitled to priority under 11 U.S.C. § 507.
- dd) Property means all assets of the estate.
- ee) Pro Rata means the same proportion that a Claim or Interest in a particular Class bears to the aggregate amount of all Claims or Interests in such Class.
- ff) Reorganized Debtor means the Debtor on and after the Effective Date.
- gg) Schedules means the Schedules of Assets and Liabilities filed by the Debtor in these cases, together with any amendments thereto.
- hh) Secured Claim means a Claim of a Creditor that is secured by property of the Estate, to the extent of the value of the Creditor's interest in the Estate's interest in such property, as provided in 11 U.S.C. § 506(a). "Secured Claim" also means a Claim of a Creditor that is subject to setoff under 11 U.S.C. § 553, to the extent of the amount subject to setoff, as provided in 11 U.S.C. § 506(a).
- ii) Secured Creditor means a person holding an Allowed Secured Claim pursuant to 11 U.S.C. § 506.
- jj) Tax Claim means a Claim entitled to priority under 11 U.S.C. § 507(a)(7), if allowed, but does not include any Claim treated as a Secured Claim under the Plan.
- kk) Unsecured Claim means a Claim that is not secured by property of the Estate or otherwise entitled to treatment as a Secured Claim, is not an Administrative Claim, is not a Tax Claim, and is not otherwise entitled to priority under 11 U.S.C. §§ 503 or 507.
- ll) Vannova means Vannova Legal, PLLC, counsel for the Debtor.
- mm) Young means Jonathan Young, the sole shareholder and principal officer of the Debtor.

8.02 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

8.03 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

8.04 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

8.05 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Utah govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

8.06 Corporate Governance. Pursuant to § 1123(a)(6) of the Code, the articles of the Reorganized Debtor shall prohibit the issuance of nonvoting equity securities.

ARTICLE IX **DISCHARGE**

9.01 Discharge. On the Confirmation Date of this Plan, the debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the Effective Date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debt: (i) imposed by this Plan; (ii) of a kind specified in § 141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of bankruptcy Procedure; or (iii) of a kind specified in § 1141(d)(6)(B).

ARTICLE X **OTHER PROVISIONS**

10.01 Avoidable Transfers. Under the Bankruptcy Code, certain transfers of property made to third-party creditors within 90-days of the Petition Date or made to insider creditors (such as blood relatives, spouses, partners) made within 1 year of the Petition Date and made on account of an antecedent debt while the Debtor was presumed to be insolvent under 11 U.S.C. §547(f) and that enable the transferee to receive more than it would have received in a Chapter 7 bankruptcy liquidation, may be recovered as a preferential transfer. There are numerous circumstances that prevent a transfer from being a preference and a number of defenses are available to the transferee under the Bankruptcy Code. In addition, fraudulent transfers made within one year of the petition date may be recovered under the Bankruptcy Code. Fraudulent transfers include those made with actual intent to hinder, delay, and defraud creditors and, if the Debtor was insolvent, those made for less than fair market value. The Debtors do not know of any avoidable transfers and, therefore, no avoidable transfer actions are anticipated in this case.

10.02 Violations of the Automatic Stay. Under the Bankruptcy Code, the assets of the Chapter 11 estate are protected by the automatic stay of Bankruptcy Code Section 362(a). Bankruptcy Code Section 362(k) provides, with some exceptions, that “an individual injured by any willful violation of the stay provided by [Section 362(a)] shall recover actual damages, including costs and attorneys’ fees and, in appropriate circumstances, may recover punitive damages.” Debtor reserves the right generally to pursue parties that have violated the automatic stay.

10.03 Offset. All offset and recoupment rights of the Debtor shall be retained by the Reorganized Debtor and may be offset or recouped against any Allowed Claim or administrative expense in the payments to be made pursuant to the Plan in respect of such. Neither the failure to offset nor the allowance of a claim or administrative expense shall be held to constitute a waiver or release of any right of setoff or recoupment. The right of the Reorganized Debtor to seek recovery of overpayments, unauthorized payments, miscalculated payments, or improper payments of any kind shall be preserved.

10.04 Unnegotiated Checks and Unclaimed Funds. Checks issued by the Reorganized Debtor or under the instructions or directions of the Reorganized Debtor to persons holding an Allowed Claim of any kind and not presented for payment within 90 days following the mailing thereof to the last known address of such person shall be deemed non-negotiable upon the expiration of such 90-day period, and the funds represented thereby shall be held by the Reorganized Debtor for a period of 90 days, during which the holder of the Allowed Claims of any kind entitled to such funds may claim the same. If the party entitled thereto does not claim the funds within such period, the funds shall revert to the Reorganized Debtor and the holder of the Allowed Claims of any kind shall have no further claim to such funds. The Reorganized Debtor shall not make further payments to the claim holder whose prior payment has reverted to the Reorganized Debtor under this paragraph.

10.05 Lien Retention By Creditors Holding Valid Secured Claims. Except as otherwise provided in the Plan or ordered by the Court, all creditors holding allowed secured claims shall retain valid, undisputed liens on their respective collateral in the priority that existed as of the Petition Date until such time as their allowed secured claims are satisfied as set forth in the Plan. Once satisfied, the creditors shall, within 28 days of such satisfaction, take all steps necessary to release their liens or otherwise reconvey title to the collateral to the Reorganized Debtor. A secured creditor who fails to reconvey collateral to the Reorganized Debtor within 28 days of the satisfaction of its allowed claim shall be required to pay into the Bankruptcy Court the sum of \$10,000 in liquidated punitive damages and will be liable for other compensatory or special damages to be determined by the Bankruptcy Court.

10.06 Default. In addition to the defaults defined in the Bankruptcy Code, the only events of default under the Plan are the failure of the Reorganized Debtor to miss two consecutive payments to a creditor on an allowed claim under the Plan or the failure of the Reorganized Debtor to file post-petition tax returns, pay taxes incurred post-petition, or to pay required fees. The failure of the Reorganized Debtor to pay the allowed claims of priority or general unsecured creditors for the reason that the Reorganized Debtor has no interest in non-exempt property (including cash or sale proceeds) that can be liquidated or paid to the claim holders of such claims does not constitute an event of default under the Plan. If the Reorganized Debtor fails to make two consecutive payments on an Allowed Claim, the holder of a claim secured by collateral may exercise its rights against its collateral under Utah State law or, in the case of the IRS, under federal law, pursuant to the documents evidencing the obligation, as modified by the Plan; exercise of such rights, however, will be permitted only after 30 days written notice to the Reorganized Debtor and to holders of unpaid Allowed Claims and only if there is no bona fide dispute as to liability, amount, condition precedent, condition subsequent, or respecting the validity, priority, or extent, or enforceability of a lien encumbering property

securing such claim, or respecting an offset with regard to such claim. The Reorganized Debtor may cure any default on payment of a secured or unsecured Claim during the 30-day period following the receipt of notice of such default, during which period any party adversely affected by a threatened action may seek to obtain from the Bankruptcy Court an order prohibiting such action. In any event, the exercise of such rights by a Creditor holding a secured Claim shall be limited to the collateral only and any deficiency shall be treated as an unsecured claim. In the event of a default as defined herein, the holder of such secured or unsecured claim that is the subject of the default may file with the Bankruptcy Court a Motion for the Entry of Default under the Plan and to schedule a hearing thereon before the Bankruptcy Court on 30-days written notice to parties in interest, including the Reorganized Debtor and its counsel. If, at the time of this hearing, the default has not been cured, the Bankruptcy Court may enter an appropriate order including an order directing the Reorganized Debtor to pay the claim. In addition or in the alternative to the other remedies for default previously set forth in this Plan or allowable under applicable Bankruptcy law, a creditor or party in interest may bring a motion to convert the case under 11 U.S.C. §1112(b) after the Plan is confirmed, if there is a default under the Plan as set forth herein. If the Court orders the case converted to a case under Chapter 7 after the Plan is confirmed, then all property that had been property of the Chapter 11 estate and that has not been disbursed pursuant to the Plan will vest in the Chapter 7 estate, and the automatic stay in the Chapter 7 case will stay any action under 11 U.S.C. §362(a) against such vested property, but only to the extent that relief from stay had not been previously granted by the Court. Creditors with state law remedies are not by this Plan prohibited from pursuing them in the event of default as default is defined and limited herein

10.07 Reservation of Rights. Inclusion of a Claim in the Plan does not constitute an admission that the same is owed or is not subject to offset, counterclaim, affirmative defense or other legal or equitable defense, or that a Claim designated as “secured” is properly perfected; and until a final decree is entered or until this case is closed, the Debtor and Reorganized Debtor reserve the right to object to Claims and bring appropriate proceedings to determine the validity of liens.

10.08 Discharge. The Debtor anticipates receiving a discharge upon consummation of the Plan, as defined in the Bankruptcy Code. Debts that are not dischargeable under 11 U.S.C. §523(a) will not be discharged in this case, except that nondischargeable debts set forth in 11 U.S.C. §523(a)(2), §523(a)(4), and §523(a)(6) will be discharged unless an Adversary Proceeding for a judgment of nondischargeability was timely filed as required by Federal Rules of Bankruptcy Procedure, Rule 4007(c) within 60-days of the first date set for the Meeting of Creditors in this case and a judgment of nondischargeability was entered in such Adversary Proceeding. Absent the timely filing of such an Adversary Proceeding and the entry of a judgment therein, such a claim for nondischargeability of a claim under 11 U.S.C. §523(a)(2), §523(a)(4), and §523(a)(6) shall be forever barred and may not be brought either under federal or state law and shall be discharged with other claims by a discharge order entered in this case.

10.09 No Admission of Waiver. Neither the filing of the Plan nor any statement or provision contained in this Plan nor any action by any party with respect to this Plan shall be construed as an admission against interest or waiver of any rights except as stated in the Plan as finally confirmed. If the Plan is not confirmed, neither the Plan nor any statement or provision

contained herein may be used or relied upon in any suit, action, controversy, or other dispute or proceeding.

10.10 Modification of the Plan. The Debtors, the United States Trustee's Office, or unsecured creditors with allowed claims may propose amendments or modifications of the Plan at any time prior to confirmation as provided in the Bankruptcy Code or the FRBP. After confirmation and until a final decree is entered, the Reorganized Debtors may with Court approval, including upon the reopening of this case, remedy any defect or omission or reconcile any inconsistencies in the Plan or in the Confirmation Order in such manner as may be necessary to carry out the purposes and intent of the Plan so long as it does not materially or adversely affect the interest of any holder of an allowed claim or interest who has not agreed thereto.

10.11 Retention of Jurisdiction. Until a final decree is entered, the Bankruptcy Court retains jurisdiction under the Plan to consider closure or reopening of this case and for the purposes set forth in Bankruptcy Code Section 1127(b), to determine the allowance or disallowance of claims as provided in the Plan, to fix allowances of compensation and administrative expenses as provided in the Plan, to determine any adversary proceeding or motion pending prior to the entry of the confirmation order or filed thereafter to interpret provisions of the Plan or order appropriate relief in the event of violation of the provisions of Bankruptcy Code Section 1141 or 525, to make determination under the Plan or over other matters which may be set forth in the confirmation order, to adjudicate lawsuits, objections to claims, claims or causes of action, settlements, defaults, and any other matter arising under the Plan regarding a default or alleged default of the Plan, or respecting any claims or disputed claims, assets or property of the Chapter 11 estate or of the Reorganized Debtor, including the retained interests of the Reorganized Debtor and matters set forth herein.

10.12 Closing and reopening and Final Decree. In accordance with Local Rule 3022-1, the Reorganized Debtors will file a motion for final decree or order closing the case as soon as practically possible, but within one year of the entry of the Confirmation Order. After entry of a final decree or of an order closing the case, the case may be reopened as provided in the Bankruptcy Code or in this Plan. Until a final decree is entered or until this case is closed, modification of the Plan under 11 U.S.C. §1127(e) may be sought by the Debtors, by the Reorganized Debtors, by any trustee appointed in the case, by the United States Trustee, or by any unsecured creditor with a valid allowed unsecured claim at any time after confirmation but before completion of the Plan and this right shall exist whether or not the Plan has been substantially consummated.

Respectfully Submitted,

PLAN PROPONENT

/s/

A Plus Sewer & Water, Inc.

By: Jonathan Young

Its: Sole Shareholder

COUNSEL FOR PLAN PROPONENT

/s/

Vannova Legal, PLLC

By: Val Dalling III

Exhibit “1”

Claims

Class	Creditor	Claim No.	Type	Notes	Claim Amount	Appraised Value of Collateral	Allowed Amount	To Be Paid Through Plan
	Internal Revenue Service	3	Priority	To be paid in full prior to Class 5	739.27		739.27	739.27
1	Firmco Business Funding, Inc.	10	Secured	Paid Value of Collateral	291,181.32	161,550.00	172,787.43	172,787.43
2	CAT Financial	11	Secured	Paid in Full	41,920.80	41,700.00	51,920.80	51,920.80
3	Kubota Credit Corporation	5	Secured	Paid in Full	13,762.57	25,000.00	13,762.57	13,762.57
4	Les Schwab Tire Centers Of Utah Inc	7	Secured	Collateral Surrendered	5,124.52	-		-
5	Firmco Business Funding, Inc.	10	Unsecured	Balance of Class 1 Claim			118,393.89	
5	Internal Revenue Service	3	Unsecured		7,684.58		7,684.58	
5	Can Capital Asset Servicing Inc	6	Unsecured		70,724.08		70,724.08	
5	Knight Capital Funding II, LLC	9	Unsecured		43,136.78		43,136.78	6,000.00
5	Peterson Plumbing Supply Inc	4	Unsecured		14,801.21		14,801.21	
5	Pipe Line Supply	2	Unsecured		5,928.00		5,928.00	
5	Standard Plumbing	12	Unsecured		17,350.60		17,350.60	
Total					512,353.73	228,250.00	517,229.21	245,210.07
Secured					351,989.21	228,250.00	238,470.80	238,470.80
Priority					739.27	-	739.27	739.27
Unsecured					159,625.25	-	278,019.14	6,000.00
Total to Check					512,353.73	228,250.00	517,229.21	245,210.07

Exhibit “2”

Asset	Type	Appraised Value	Expected Liquidation Value
F 1998 Dump Pup Trailer	Firmco	8,000.00	5,600.00
F 1989 GMC 10 Wheel Dump Truck	Firmco	3,500.00	2,450.00
F 1991 Aquateck Jet Vacuum Model #FLG40248	Firmco	3,500.00	2,450.00
F 2006 Ford F550 FB 4x4	Firmco	1,500.00	1,050.00
2004 Ford F350 Super Duty 4x4	Firmco	1,750.00	1,225.00
2000 Ford F350 Super Duty 4x4	Firmco	500.00	350.00
1992 Ford F450 Porta Truck	Firmco	1,000.00	700.00
2005 E-250 Cargo Van	Firmco	800.00	560.00
2003 PT Cruiser	Firmco	500.00	350.00
Skid Steer Hydraulic Broom	Firmco	350.00	245.00
Wacker Shep Foot Roller	Firmco	500.00	350.00
(2) Pipe Genie Bursting Systems (in pieces)	Firmco	-	250.00
Ground Hog Bursting System (in pieces)	Firmco	-	250.00
Sod Cutter	Firmco	150.00	105.00
(3) Stihl Concrete Saw	Firmco	300.00	210.00
Wacker Concrete Saw	Firmco	100.00	70.00
Makita Concrete Saw	Firmco	100.00	70.00
Wacker 8 H 3 inch Trash Pump	Firmco	150.00	105.00
Tecusch Generator	Firmco	50.00	35.00
Target Walk Behind Flat Saw	Firmco	500.00	350.00
2005 Cargo Van Service Truck	Firmco	5,000.00	3,500.00
2004 Cargo Van Service	Firmco	3,500.00	2,450.00
1999 Chevy with Service Bed	Firmco	500.00	350.00
Total Assets		32,250.00	23,075.00

Exhibit “B”

DEBTOR: A Plus Sewer & Water Co.

CASE NO: 15-29123

Exhibit B
LIQUIDATION ANALYSIS
As of 11/22/2016
(based on assets available at 9/29/2015)

[illegible]

Exhibit “C”

Post-Confirmation Budget

	YTD Dec	Year 1	Year 2	Year 3	Year 4	Year 5	Total 60 Months	Total w/ Adeq. Prot.
Cash Receipts								
Job Income		1,197,000.00	1,197,000.00	1,197,000.00	1,197,000.00	1,197,000.00	5,985,000.00	5,985,000.00
Sale of Assets		23,075.00					23,075.00	
Equity Contribution		10,000.00					10,000.00	
Total Income		1,230,075.00	1,197,000.00	1,197,000.00	1,197,000.00	1,197,000.00	6,018,075.00	5,985,000.00
Cash Disbursements								
Total Expenses		1,116,597.00	1,135,690.32	1,141,836.59	1,161,534.76	1,163,534.76	5,720,568.43	5,610,860.00
		-						
Net Operating Cash Flow		113,478.00	61,309.68	55,163.41	35,465.24	33,465.24	297,506.57	374,140.00
Plan Payments								
	Adequate Protection							
IRS		1,200.00					1,200.00	1,200.00
FirmCo	59,470.49	22,663.44	22,663.44	22,663.44	22,663.44	22,663.18	113,316.94	172,787.43
CAT Financial	6,006.00	13,058.28	13,058.28	13,058.28	6,739.96		45,914.80	51,920.80
Kubota	3,850.00	4,800.00	4,800.00	312.57			9,912.57	13,762.57
Financial Pacific	10,572.00	14,920.32	14,920.32	14,587.36			44,428.00	55,000.00
Pawnee Leasing	1,500.00	12,434.16	1,065.84				13,500.00	15,000.00
Trustee Fees		9,750.00					9,750.00	9,750.00
Vannova Legal	-	33,075.00	4,000.00	4,000.00	3,925.00		45,000.00	45,000.00
Unsecured Creditors		-				6,000.00	6,000.00	6,000.00
Total Plan Payments	81,398.49	111,901.20	60,507.88	54,621.65	33,328.40	28,663.18	289,022.31	370,420.80
		-						
Total Net Cashflow		1,576.80	801.80	541.76	2,136.84	4,802.06	8,484.26	
		0%	0%	0%	0%	0%	0%	
Cash Summary								
Starting Cash Balance		10,000.00	11,576.80	12,378.60	12,920.36	15,057.20	10,000.00	
Net Cashflow		1,576.80	801.80	541.76	2,136.84	4,802.06	9,859.26	
Ending Cash Balance		11,576.80	12,378.60	12,920.36	15,057.20	19,859.26	19,859.26	