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#### IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

In Re: JOHNS TRUCKING, INC., 910 North 750 West Monroe, UT 84754

Bankruptcy No 17-20954 Chapter 11

FILED ELECTRONICALLY

Debtor in Possession.

Chief Judge R. Kimball Mosier

DEBTOR'S DISCLOSURE STATEMENT RELATED TO THE DEBTOR'S PLAN OF REORGANIZATION DATED DECEMBER 7, 2017

#### INTRODUCTION

Johns Trucking Inc., the above named debtor and debtor in possession (the "Debtor"), has prepared this Disclosure Statement (the "Disclosure Statement") in connection with its solicitation of acceptances of the Debtor's Plan of Reorganization Dated December 7, 2017 (the "Plan"). The Plan has been filed with the United States Bankruptcy Court for the District of Utah in the Debtor's reorganization case under Chapter 11 of Title 11, United States Code (the "Bankruptcy Code"). This Disclosure Statement is provided to creditors and other parties in interest to disclose "adequate information" as far as reasonably practical in light of the nature and history of the i

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Debtor's business affairs so that holders of claims and interests can arrive at an informed judgment about the Plan within the meaning of 11 U.S.C.§1125(a)(1).

THE DEBTOR BELIEVES THIS DISCLOSURE STATEMENT IS

ACCURATE AND COMPLETE; HOWEVER, THERE IS NO GUARANTEE THAT IT

IS. THE INFORMATION IN THIS DISCLOSURE STATEMENT HAS NOT BEEN

SUBJECT TO AN AUDIT OR CERTIFIED AUDIT. THE DEBTOR IS THEREFORE

UNABLE TO WARRANT THAT THERE ARE NO INACCURACIES IN THE

INFORMATION, ALTHOUGH THE DEBTOR MADE A GOOD FAITH EFFORT TO

BE ACCURATE. NEITHER THE BANKRUPTCY COURT NOR ANY OTHER

PARTY IN INTEREST HAS PASSED UPON THE ACCURACY OF THE

INFORMATION CONTAINED HEREIN.

YOU SHOULD READ THIS DISCLOSURE STATEMENT, ITS EXHIBITS AND THE PLAN IN THEIR ENTIRETY BEFORE VOTING ON THE PLAN.

THIS DISCLOSURE STATEMENT HAS NOT YET BEEN APPROVED BY THE COURT. ONCE IT IS APPROVED, IT WILL BE CIRCULATED TO ALL PARTIES IN INTEREST TOGETHER WITH THE PROPOSED PLAN OF REORGANIZATION AND BALLOTS TO ALLOW PARTIES IN INTEREST TO VOTE ON THE PLAN.

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#### PROCEDURAL INFORMATION

Voting. A ballot to be used for voting for or against the Plan is enclosed. Under the Bankruptcy Code, "impaired" classes of claims are entitled to vote on the Plan.

CLAIMS IN CLASSES 1 THROUGH 4 ARE UNIMPAIRED AND ARE DEEMED TO HAVE VOTED IN FAVOR OF THE PLAN. CLAIMS IN CLASSES 5 THROUGH 9

AND INTERESTS IN CLASS 10 ARE IMPAIRED AND ENTITLED TO VOTE.

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OBJECTIONS TO CONFIRMATION, IF ANY, WILL COME ON FOR HEARING AT THE TIME OF THE HEARING ON CONFIRMATION SET FORTH ABOVE.

#### ARTICLE A

#### BACKGROUND OF THE CASE

- A-1.00 <u>Petition</u>. The Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on February 13, 2017.
- A-2.00 <u>Debtor in Possession</u>. The Debtor has remained in possession and has operated its business as Debtor in Possession since the filing of the petition.
- A-3.00 <u>No Unsecured Creditors' Committee.</u> No unsecured creditors' committee has been appointed in this case.
- A-4.00 <u>No Trustee or Examiner.</u> No trustee or examiner has been appointed in this case.

#### ARTICLE B

### BACKGROUND AND AFFAIRS OF THE DEBTOR

B-1.00 Formation of the Debtor. On or about April 1, 1991, the Debtor was organized as a trucking business. On or about January 1, 1996, the Debtor was organized as a C Corporation under the laws of the state of Utah and continued as a trucking business. The Debtor has continually operated as a trucking business based in Utah. From time to time, the Debtor has performed trucking services throughout the western

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United States.

B-2.00 <u>Manager of the Debtor</u>. Since 1996, David Johns ("Johns") has been and remains a shareholder and president of the Debtor and owns 50% of the equity interest. Johns' wife, Ann Johns, owns the other 50% equity interest in the Debtor

B-3.00 <u>Place of Business</u>. The Debtor's principal place of business is the State of Utah.

B-4.00 <u>Nature of the Debtor's Business</u>. The Debtor operates a trucking business based in Utah.

B-5.00 Prepetition Operations and the Reason the Petition was Filed. From its inception in 1991 until 2015, the Debtor operated as a profitable trucking business in the oil and gas industry. In 2016, the oil and gas business experienced difficulties as the price of oil and gas became more volatile and eventually dropped to extremely low levels. During that time the Debtor reduced expenses and took all steps that it believed were necessary to cut the cost of operations in an effort to maintain viability.

Unfortunately, even with those cost cutting efforts, the Debtor was unable to maintain operations while servicing its debt. At the end of 2016, one of the Debtor's creditors, BMO Harris Bank N.A. ("BMO") repossessed several pieces of the Debtor's equipment, some of which was critical to the Debtor's operations. In order to continue operating and to provide the greatest likelihood that the Debtor could return as much as possible to its creditors, the Debtor had no choice but to seek the protection of the Bankruptcy Code, which it did on February 13, 2017.

#### ARTICLE C

#### SIGNIFICANT EVENTS IN THE DEBTOR'S REORGANIZATION CASE

C-1.00 Petition. The Debtor filed its voluntary petition for relief under Chapter

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11 of the Bankruptcy Code on February 13, 2017.

C-2.00 Employment of General Counsel. On February 14, 2017, the Debtor filed an application to employ Diaz & Larsen ("D&L") as its general counsel. On or about March 6, 2017, the Court granted the Debtor's application.

C-3.00 <u>Statement and Schedules.</u> On February 13, 2017, the Debtor filed its bankruptcy Statement of Financial Affairs and related Schedules of Assets and Liabilities ("Statement and Schedules"). No amendments to the Statement and Schedules have been filed at this time.

C-4.00 Meeting of Creditors. The meeting of creditors under section 341 of the Bankruptcy Code was held on March 22, 2017. The meeting was conducted by Peter Kuhn, an attorney with the United States Trustee's Office ("USTO"). Johns appeared as the representative of the Debtor together with general counsel.

C-5.00 <u>Amended Petition</u>. After the meeting of creditors and given that no committee of creditors with unsecured claims was appointed in the case, the Debtor amended its petition to include the "small business" designation and to attach the required documents under Section 1116 of the Bankruptcy Code.

C-6.00 <u>BMO's Motion for Relief from Stay.</u> On April 19, 2017, BMO filed a Motion for Relief from Stay ("BMO's Motion") regarding the vehicles and equipment BMO securing its claims including, but not limited to, the vehicles that BMO had repossessed prepetition. On or about May 8, 2017, the Debtor filed its Objection to BMO's Motion. Prior to the hearing on BMO's Motion the Debtor and BMO worked on a stipulation to resolve BMO's Motion. The parties eventually reached an agreement which was reduced to writing and submitted to the Court on May 26, 2017. On May 30, 2017, the Court approved the stipulation between the Debtor and BMO.

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C-7.00 <u>Debtor's Motion to Sell Property Free and Clear of Liens.</u> On August 23, 2017, the Debtor filed a Motion to Sell a 2007 Peterbilt 379 Tractor Truck #276 free and clear of all liens and encumbrances (the "Sale Motion"). The proposed sale was to Mason Diesel Service, Inc. ("Mason") for \$45,000.00. The proposed distribution of the sale proceeds was: \$30,000.00 to State Bank of Southern Utah ("SBSU"), which had a properly perfected lien on the collateral; and, \$15,000.00 to the Debtor for use in paying a post petition fuel bill to IFleet and/or Fuelman. Upon a Notice of Hearing, and no objections having been filed to the Sale Motion, the Court granted the Sale Motion on or about September 14, 2017.

C-8.00 Monthly Financial Reports. The Debtor has filed all monthly financial reports required in this bankruptcy case. A summary of those reports is attached hereto as Exhibit 1.

#### ARTICLE D

#### FINANCIAL DATA, ASSETS AND LIABILITIES

D-1.00 <u>Summary of Chapter 11 Operations.</u> Attached hereto as **Exhibit 1** is a summary of the monthly financial reports filed by the Debtor during the case. As indicated in those reports, as of November 30, 2017, the Debtor has accumulated approximately \$37,250.38 in cash during this case, after payment of all ongoing expenses as well as adequate protection to BMO.

D-2.00 <u>Claims Against the Debtor</u>. Attached hereto as **Exhibit 2** is a summary of the claims scheduled by the Debtor and the proofs of claim filed by the creditors in the case and the Debtor's estimate of the claims that will be allowed.

D-3.00 <u>Latest Monthly Report</u>. Attached hereto as **Exhibit 3** is the Debtor's latest Monthly Report dated November 30, 2017.

#### ARTICLE E

#### SUMMARY OF THE DEBTOR'S PLAN

#### SECTION A. INTRODUCTION AND OVERVIEW

E-1.00 <u>Caution</u>. THE FOLOWING IS A BRIEF SUMMARY OF THE PLAN AND SHOULD NOT BE RELIED UPON FOR VOTING PURPOSES. CREDITORS ARE URGED TO READ THE PLAN IN FULL. THE PLAN REPRESENTS A LEGALLY BINDING DOCUMENT. AN INTELLIGENT JUDGMENT ABOUT THE PLAN CANNOT BE MADE WITHOUT READING IT.

E-2.00 Overview of the Plan. The effective date of the Plan is 30 days after entry of an order confirming the Plan, unless a party to an appeal of the confirmation order obtains a stay pending appeal. The Plan provides for the continued operation of the Debtor after confirmation by the reorganized Debtor. Repayment of claims will be made from funds generated from the reorganized Debtor's operations. Expenses of administration, consisting of quarterly fees due to the USTO, attorneys' fees of the Debtor's general counsel and accounting fees and costs of the Debtor's appointed accountant will be paid on the effective date of the Plan. Holders of these administrative expenses may agree to be paid over some period of time after the effective date of the Plan. Ongoing operating expenses incurred postpetition by the Debtor will be paid as they come due. The Debtor has classified the claims held by SBSU and MACU as unimpaired. Accordingly, the Debtor shall pay these claims in accordance with the underlying documents evidencing these claims. The Debtor is in the process of negotiating with BMO regarding the amount of its secured claims. For purposes of the proposed Plan, the Debtor has estimated BMO's claims that have collateral as fully secured. The Debtor's Plan provides for the payment of those estimated claims

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consistent with the terms of the stipulation reached with BMO. To the extent that it is eventually determined that BMO's claims are undersecured, the resulting unsecured deficiency claim of BMO will be paid pro rata with the other unsecured creditors in this case. The Debtor anticipates that the nonpriority unsecured claims will receive a prorata portion of equal monthly installments of \$1,000.00, commencing 30 days from the effective date of the Plan for a period of 36 months. No interest will be paid on the nonpriority unsecured claims. On August 23, 2017, the IRS filed an amended proof of claim in the amount of \$0.10 as a priority claim. This claim shall be paid in full on the effective date of the Plan.

#### SECTION B. ADMINISTRATIVE EXPENSES AND TAXES

E-3.00 <u>Postpetition Operating Expenses</u>. The Plan provides for the payment of ongoing postpetition operating expenses as they come due in the ordinary course of business.

E.4.00 Administrative Expenses. Administrative expenses of the Chapter 11 case consist of: Quarterly fees to the USTO, attorneys' fees to D&L, general counsel for the Debtor and accounting fees and costs to Ted Hallows, the accountant for the Debtor. The Debtor has paid all quarterly fees due through confirmation to the USTO. Any quarterly fees due after confirmation will be paid as they become due. D&L has incurred unpaid fees and costs through November 30, 2017, in the amount of approximately \$35,000.00. D&L anticipates approximately \$15,000.00 in additional fees and costs will be incurred prior to confirmation of the Plan. Hallows has incurred unpaid fees and costs through November 30, 2017 in the amount of approximately \$5,000.00. Hallows anticipates approximately \$2,000.00 in additional fees and costs will be incurred prior to confirmation of the Plan. The Plan permits the reorganized Debtor to pay fees of

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professionals whose employment was authorized during the bankruptcy case, for services rendered after confirmation of the Plan, upon receipt of statements for those services.

Any amounts paid by the reorganized Debtor to such professionals after confirmation will be subject to final approval by the Court at the hearing on the reorganized Debtor's motion for final decree and order closing case.

E-5.00 PriorityTax Claims. The IRS initially filed a priority tax claim (POC 1) in the amount of \$8,114.77, the bulk of which was estimated taxes for alleged unfiled tax returns. The Debtor has filed all required tax returns. On August 23, 2017, the IRS filed its amended claim for a priority unsecured claim in the amount of \$0.10. The Debtor will pay this claim in full on the effective date of the Plan.

E-6.00 <u>Classes of Claims and Interests</u>. Pursuant to the Bankruptcy Code, the Plan establishes classes of secured and unsecured claims. Secured claims are included in Classes 1 through 8. Unsecured claims are included in Class 9. The interests of the Debtor's equity security holders, Johns and his wife, Ann Johns, are included in Class 10. SECTION C. DESIGNATION AND TREATMENT OF UNIMPAIRED CLASSES.

E-7.00 <u>Class 1 –SBSU Account No.3905</u>. Class 1 contains SBSU's claim in the amount of \$105,910.87 as of November 13, 2017. SBSU did not file a proof of claim in this case but has provided the information regarding the amount of its claim directly to the Debtor. Because SBSU's claim is fully secured and was current at the time of the filing of the Debtor's petition, the Debtor has continued to make payments directly to this creditor. This creditor will be paid in full in accordance with the underlying contract giving rise to its claim. Moreover, in the event the Debtor does not make the ongoing payments as they become due, this creditor will be entitled to exercise any and all of its contractual and statutory rights and remedies against the collateral. Accordingly, this

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creditor is not impaired and is deemed to have accepted the Plan. This creditor shall retain its lien on its collateral until its claim is satisfied in full. Once satisfied this creditor shall release its lien on the collateral.

E-8.00 <u>Class 2 – SBSU Account No. 4054.</u> Class 2 contains SBSU's claim in the amount of \$21,033.96 as of December 4, 2017. SBSU did not file a proof of claim in this case but has provided the information regarding the amount of its claim directly to the Debtor. Because SBSU's claim is fully secured and was current at the time of the filing of the Debtor's petition, the Debtor has continued to make payments directly to this creditor. This creditor will be paid in full in accordance with the underlying contract giving rise to its claim. Moreover, in the event the Debtor does not make the ongoing payments as they become due, this creditor will be entitled to exercise any and all of its contractual and statutory rights and remedies against the collateral. Accordingly, this creditor is not impaired and is deemed to have accepted the Plan. This creditor shall retain its lien on its collateral until its claim is satisfied in full. Once satisfied this creditor shall release its lien on the collateral.

E-9.00 <u>Class 3 –MACU's" Secured Claim.</u> Class 3 contains MACU's claim in the amount of \$17,876.24 as of the petition date. MACU did not file a proof of claim in this case. The underlying obligation, as well as the collateral securing this claim (a 2011 GMC Sierra Pickup Truck), are in Johns' and/or Ann Johns' names, individually. The Debtor has always used this truck as part of its ongoing operations and the Debtor has made the monthly payments on the truck since the inception of the obligation.

Accordingly, the Debtor claims at least an equitable interest in the truck. Moreover, because MACU's claim is oversecured and was current at the time of the filing of the Debtor's petition, the Debtor has continued to make ongoing monthly payments directly

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to this creditor. This creditor will be paid in full in accordance with the underlying contract giving rise to its claim. Moreover, in the event the Debtor does not make the ongoing payments as they become due, this creditor will be entitled to exercise all of its contractual and statutory rights and remedies against the collateral. Accordingly, this creditor is not impaired and is deemed to have accepted the Plan. This creditor shall retain its lien on its collateral until its claim is satisfied in full. Once satisfied this creditor shall release its lien on the collateral.

E-10.00 Class 4 – MACU's Second Secured Claim. Class 4 contains MACU's claim in the amount of \$33,877.52 as of the petition date. MACU did not file a proof of claim in this case. The underlying obligation, as well as the collateral securing this claim (a 2015 GMC Sierra Pickup Truck), are in Johns' and/or Ann Johns' names, individually. The Debtor has always used this truck as part of its ongoing operations and the Debtor has made the monthly payments on the truck since the inception of the obligation. Accordingly, the Debtor claims at least an equitable interest in the truck. Moreover, because MACU's claim is oversecured and was current at the time of the filing of the Debtor's petition, the Debtor has continued to make ongoing monthly payments directly to this creditor. This creditor will be paid in full in accordance with the underlying contract giving rise to its claim. Moreover, in the event the Debtor does not make the ongoing payments as they become due, this creditor will be entitled to exercise all of its contractual and statutory rights and remedies against the collateral. Accordingly, this creditor is not impaired and is deemed to have accepted the Plan. This creditor shall retain its lien on its collateral until its claim is satisfied in full. Once satisfied this creditor shall release its lien on the collateral.

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SECTION D. DESIGNATION AND TREATMENT OF IMPAIRED CLASSES.

E-11.00 Impaired Classes. Under the Bankruptcy Code the Debtor is required to specify any class of claims or interest that are impaired under the Plan. Essentially, unless a plan leaves unaltered the legal, equitable, and contractual rights to which a claim or interest entitles the holder of such claim or interest, such claim or interest is impaired. Other than Classes 1 through 4 set forth above, all remaining classes of claims and interests are impaired under the Plan.

E-12.00 Class 5-BMO's Claim Secured by a 2013 Peterbilt Tractor Truck No. 389. Class 5 contains BMO's claim secured by a 2013 Peterbilt Tractor Truck No.389. BMO filed a proof of claim (POC 4) on March 16, 2017, in the amount of \$51,109.82. In its proof of claim BMO indicated that the value of the collateral was "unknown." The Debtor and BMO are in the process of negotiating the value of the collateral to determine the amount of the secured claim. Once an agreement is reached, the Debtor shall pay the full amount of the secured portion of BMO's claim in monthly installments over a period of five years from the effective date of the Plan, together with interest thereon at the rate of 5% per annum. In any event, pursuant to the Stipulation reached with BMO on BMO's Motion described in Paragraph C-6.00 above, the Debtor is entitled to apply the adequate protection payments that it has made to BMO to the secured portion of BMO's claims. Because there was no specific designation as to how the allocation would be done, the Debtor proposes to allocate the adequate protection payments on a prorata basis. As of December 2017, the Debtor will have made a total of \$14,150.00 in adequate protection payments to BMO. The prorata allocation of those payments to Class 5 would be \$4,033.79. Based upon the assumption that this claim is fully secured, the amount of this claim would be reduced by the prorata allocation of the adequate protection payments in

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the amount of \$4,033.79 to \$47,076.03. Accordingly, if the Debtor and BMO agree to this amount as the secured portion of BMO's claim in Class 5, the Debtor shall make monthly payments in the amount of \$888.38 to satisfy this claim. Attached as **Exhibit 4** is the amortization schedule for BMO that shows payments to pay the claim over a five-year period. This creditor shall retain its lien on its collateral until its claim is satisfied in full. Once satisfied this creditor shall release its lien on the collateral.

E-13.00 Class 6- BMO's Claim Secured by a 2013 Peterbilt Tractor Truck No. 386. Class 6 contains BMO's claim secured by a 2013 Peterbilt Tractor Truck No. 386. BMO filed a proof of claim (POC 5) on March 16, 2017, in the amount of \$45,053.20. In its proof of claim BMO indicated that the value of the collateral was "unknown." The Debtor and BMO are in the process of negotiating the value of the collateral to determine the amount of the secured claim. Once an agreement is reached, the Debtor shall pay the full amount of the secured portion of BMO's claim in monthly installments over a period of five years from the effective date of the Plan, together with interest thereon at the rate of 5% per annum. In any event, pursuant to the Stipulation reached with BMO on BMO's Motion described in Paragraph C-6.00 above, the Debtor is entitled to apply the adequate protection payments that it has made to BMO to the secured portion of BMO's claims. Because there was no specific designation as to how the allocation would be done, the Debtor proposes to allocate the adequate protection payments on a prorata basis. As of December 2017, the Debtor will have made a total of \$14,150.00 in adequate protection payments to BMO. The prorata allocation of those payments to Class 6 would be \$3,555.78. Based upon the assumption that this claim is fully secured, the amount of this claim would be reduced by the prorata allocation of the adequate protection payments in the amount of \$3,555.78 to \$41,497.42. Accordingly, if the Debtor and BMO agree to

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this amount as the secured portion of BMO's claim in Class 6, the Debtor shall make monthly payments in the amount of \$783.11 to satisfy this claim. Attached as **Exhibit 5** is the amortization schedule for BMO that shows payments to pay the claim over a five-year period. This creditor shall retain its lien on its collateral until its claim is satisfied in full. Once satisfied this creditor shall release its lien on the collateral.

E-14.00 Class 7-BMO's Claim Secured by a 2001 and a 2006 Beall Trailer. Class 7 contains BMO's claim secured by a 2001 and a 2006 Beall Trailers. BMO filed a proof of claim (POC 6) on March 16, 2017, in the amount of \$28,141.71. In its proof of claim BMO indicated that the value of the collateral was "unknown." The Debtor and BMO are in the process of negotiating the value of the collateral to determine the amount of the secured claim. Once an agreement is reached, the Debtor shall pay the full amount of the secured portion of BMO's claim in monthly installments over a period of five years from the effective date of the Plan, together with interest thereon at the rate of 5% per annum. In any event, pursuant to the Stipulation reached with BMO on BMO's Motion described in Paragraph C-6.00 above, the Debtor is entitled to apply the adequate protection payments that it has made to BMO to the secured portion of BMO's claims. Because there was no specific designation as to how the allocation would be done, the Debtor proposes to allocate the adequate protection payments on a prorata basis. As of December 2017, the Debtor will have made a total of \$14,150.00 in adequate protection payments to BMO. The prorata allocation of those payments to Class 7 would be \$2,221.06. Based upon the assumption that this claim is fully secured, the amount of this claim would be reduced by the prorata allocation of the adequate protection payments in the amount of \$2,221.06 to \$25,920.65. Accordingly, if the Debtor and BMO agree to this amount as the secured portion of BMO's claim in Class 7, the Debtor shall make

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monthly payments in the amount of \$489.15 to satisfy this claim. Attached as Exhibit 6 is the amortization schedule for BMO that shows payments to pay the claim over a five-year period. This creditor shall retain its lien on its collateral until its claim is satisfied in full. Once satisfied this creditor shall release its lien on the collateral.

E- 15.00 Class 8- BMO's Claim Secured by two 2006 Beall Trailers. Class 8 contains BMO's claim secured by two 2006 Beall Trailers. BMO filed a proof of claim (POC 7) on March 16, 2017, in the amount of \$54,981.62. In its proof of claim BMO indicated that the value of the collateral was "unknown." The Debtor and BMO are in the process of negotiating the value of the collateral to determine the amount of the secured claim. Once an agreement is reached, the Debtor shall pay the full amount of the secured portion of BMO's claim in monthly installments over a period of five years from the effective date of the Plan, together with interest thereon at the rate of 5% per annum. In any event, pursuant to the Stipulation reached with BMO on BMO's Motion described in Paragraph C-6.00 above, the Debtor is entitled to apply the adequate protection payments that it has made to BMO to the secured portion of BMO's claims. Because there was no specific designation as to how the allocation would be done, the Debtor proposes to allocate the adequate protection payments on a prorata basis. As of December 2017, the Debtor will have made a total of \$14,150.00 in adequate protection payments to BMO. The prorata allocation of those payments to Class 8 would be \$4,339.37. Based upon the assumption that this claim is fully secured, the amount of this claim would be reduced by the prorata allocation of the adequate protection payments in the amount of \$4,339.37 to \$50,342.25. Accordingly, if the Debtor and BMO agree to this amount as the secured portion of BMO's claim in Class 8, the Debtor shall make monthly payments in the amount of \$955.68 to satisfy this claim. Attached as Exhibit 7 is the amortization

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schedule for BMO that shows payments to pay the claim over a five-year period. This creditor shall retain its lien on its collateral until its claim is satisfied in full. Once satisfied this creditor shall release its lien on the collateral.

#### SECTION E. TREATMENT OF UNSECURED CLAIMS.

E-16.00 <u>Class 9-Nonpriority Unsecured Claims</u>. Class 9 contains the nonpriority unsecured claims listed in the Debtor's Schedule F as well as the undisputed proofs of claim of BMO. The Plan provides that the reorganized Debtor shall pay the claims of these creditors through the prorata distribution of monthly installments in the amount of \$1,000.00, commencing 30 days after the Effective Date of the Plan for a period of 36 months. No interest will be paid on these claims. Estimated claims in Class 9 total approximately \$344,703.

#### SECTION F. TREATMENT OF INTERESTS.

E-17.00 Class 10-Interests. Johns and his wife, Ann Johns, will remain the shareholders of the reorganized Debtor. Under the "absolute priority rule," all classes of creditors must either vote in favor of the Plan or receive payment of their claims in full. It is the Debtor's position, however, that the Johns will meet the "new value" corollary or exception to the "absolute priority rule" based upon their contribution of the four years of free rent that the Johns are negotiating in connection with the sale of the property currently being leased by the Debtor. *See* Paragraph E-18.00 below. Johns and his wife may not receive distributions, however, on account of their ownership interest, until nonpriority unsecured claims in Class 9 have been paid as provided in the Plan and only if payments on account of priority unsecured tax claims and the secured claims in Classes 1 through 7 are current. Nothing contained in this provision of the Plan restricts Johns' ability to receive his ongoing salary as an employee of the reorganized Debtor.

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#### SECTION G. EXECUTORY CONTRACTS AND LEASES.

E-18.00 <u>Assumed Leases and Executory Contracts</u>. The Debtor shall assume the residence and shop situated in Billings, Montana leased to the Debtor by DA Johns Properties, which is owned by Johns and his wife, Ann Johns. Pursuant to an oral month to month lease the Debtor pays to DA Properties the amount of \$2,000.00 per month. The Debtor is current on this lease. The Johns, however, are currently negotiating the sale of the property being leased by the Debtor. As part of those negotiations, the Johns have requested that the Debtor be able to stay on the leased property for a period of four years without having to pay rent. If successful, the Johns will contribute the free rent (valued at \$96,000.00) to the Debtor as new value for the retention of their interest in the reorganized Debtor.

E-19.00 <u>Catch-All Rejection</u>. All executory contracts and leases not assumed under the Plan are rejected. Although the Debtor is not aware of any other contracts or leases this provision is included in the Plan in the event such contracts or leases exist.

E-20.00 <u>Cure</u>. To the extent that there may be a default under any executory contract or unexpired lease assumed under the Plan and cure is not otherwise provided in the Plan, any such default shall be cured by the reorganized Debtor under such terms and conditions as may be negotiated between the reorganized Debtor and the other party to said executory contract or unexpired lease. If no cure agreement is reached on or before the effective date of the Plan then the Court shall determine the nature of any such default and the manner in which it should be cured upon motion of any party to the executory contract or lease..

E.21.00 <u>Deadline for Claims Based Upon Rejected Contracts or Leases</u>. All Claims resulting from the rejection of executory contracts or leases under the Plan shall

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be filed and copies thereof served on the reorganized Debtor and its undersigned counsel on or before 30 days after the Confirmation Date, or are forever barred.

SECTION H. OPERATIONS OF THE REORGANIZED DEBTOR.

E-22.00 Operation of the Business. As of the effective date of the Plan, the

reorganized Debtor will operate the trucking business previously operated by the Debtor.

E-23.00 Manager of Reorganized Debtor. Johns will remain as the president and

manager of the reorganized Debtor.

E-24.00 Compensation of Manager. Johns will be entitled to receive

compensation of up to \$3,000.00 per month 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. Distributions to Johns

and his wife on account of their ownership interests in the reorganized Debtor are

separate and distinct from his compensation and are described in paragraph E-17.00

above.

E-25.00 Estimated Cash Flow. Exhibit 8 contains estimated future cash flows

for the reorganized Debtor. The exhibit is based upon the post petition historical

operations of the Debtor and anticipated future operations taking into consideration

current and anticipated economic and industry conditions.

E-26.00 Avoidable Transfers. Under the Bankruptcy Code, certain transfers

made within 90 days of the filing of the bankruptcy petition, 1 that may have been made

on account of an antecedent debt, made while the Debtor was presumed to be insolvent

under section 547(f) of the Bankruptcy Code, that enable the transferee to receive more

One year is the applicable period if the transfer is to an insider.

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than it would have received in a Chapter 7 bankruptcy liquidation, may be recovered as preferential transfers. There are numerous circumstances that prevent a transfer from being a preference and a number of defenses 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 or defraud creditors and, if the Debtor was insolvent, those made for less than fair equivalent value. The Statement of Financial Affairs filed by the Debtor in this case shows no transfers to insiders within one year. The Statement of Financial Affairs shows payments within 90 days to various trade creditors, all of which the Debtor believes to have been made in the ordinary course of business. Additional payments are shown to secured creditors and employees, all of which appear to be unavoidable under the Bankruptcy Code. Accordingly, the Debtor does not believe that there are any avoidable transfers to be pursued in this case.

#### SECTION I. OTHER MATTERS.

E-27.00 <u>Default.</u> If the reorganized Debtor fails to make a payment on an allowed secured claim, the holder of the claim may exercise its rights under Utah state law and the documents evidencing the obligation as the same may have been modified by the Plan. Exercise of these rights, however, will be only permitted after 30 days notice to the reorganized Debtor and holders of unpaid allowed claims. The reorganized Debtor could cure the default during the 30-day period. During the 30-day period, any party adversely affected by the threatened action may seek to obtain from the Bankruptcy Court an order prohibiting such action. Failure of the reorganized Debtor to make payments on account of allowed priority claims will permit the holder of such claim to give 30-days notice of the intent to request a default under the Plan. A hearing will be

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held on such motion, after notice to holders of all unpaid allowed claims. If, at the time of hearing, the default has not been cured, the Court may enter an appropriate order including, directing the reorganized Debtor to pay the claim, or order conversion or dismissal of the case. In the event the reorganized Debtor fails to make a payment on account of allowed nonpriority unsecured claims in Class 9, the holder of any such claim adversely affected thereby will be permitted to pursue recovery of the claim in a court of appropriate jurisdiction, other than the Bankruptcy Court. The holder of any such claim, however, must first give the reorganized Debtor 30 days notice of its intent to pursue such claim if the default is not cured within the 30-day period. This means that the holder of an unpaid allowed nonpriority unsecured claim in Class 9 that is not paid as set forth in the Plan, could file an action in state court against the reorganized Debtor to recover the claim after expiration of the 30 days. Such an action could seek recovery of any delinquent payment and all future payments due to the claimant under the Plan.

E-28.00 <u>Retention of Jurisdiction</u>. The Bankruptcy Court retains jurisdiction under the Plan to resolve any objections to claims, declare a default and over other matters specifically set forth in the Plan.

E-29.00 <u>Final Decree and Order Closing Case</u>. Local Rule 3022-1 requires the reorganized Debtor to file a motion for final decree and order closing case within one year after confirmation of the Plan. The Plan provides that the reorganized Debtor will file such a motion. The reorganized Debtor may file a motion prior to the one year period if the Plan has been substantially consummated, *i.e.*, payments have commenced under the Plan.

#### ARTICLE F

#### LIQUIDATION ANALYSIS

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F-1.00 Liquidation Analysis. Attached hereto as Exhibit 9 is a liquidation analysis prepared by the Debtor. The liquidation analysis shows anticipated recovery by creditors if the case is converted to a case under Chapter 7 and liquidated by a Chapter 7 trustee. The values used in the liquidation analysis for cash and accounts receivable are 100% of the amount of the cash and accounts receivable as of October 31, 2017. These values of the accounts receivable are liberal and are used to give creditors the benefit of the doubt as to collections of those accounts. The Debtor believes that lower values could have been used and are more realistic based upon the historic collection rate for receivables experienced by the Debtor. Moreover, collection rates decrease substantially when no further services are being provided to the clients. If this case were converted to Chapter 7, it is unlikely that the Debtor would continue to provide those services. Accordingly, collection rates would decrease substantially providing little or nothing to creditors with unsecured claims. Indeed, as seen by the liquidation analysis, even assuming that the accounts receivable were all collected, there are insufficient proceeds to satisfy the Chapter 7 and Chapter 11 administrative claims. As shown on Exhibit 9, the Debtor anticipates that the recovery to nonpriority unsecured creditors in a Chapter 7 liquidation (even assuming a 100% collection rate for accounts receivable) would be 0%. The recovery anticipated under the Chapter 11 Plan to holders of nonpriority unsecured claims in Class 7 is approximately 10%.

F-2.00 Advantages of the Plan. The advantage of confirmation of the Plan as opposed to liquidation of the Debtor in a Chapter 7 case is recovery of a greater percentage on account of nonpriority unsecured claims in Class 9. The Debtor anticipates that the reorganized Debtor will continue to do business with existing creditors that are willing to do so thus providing an additional benefit to those creditors.

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#### ARTICLE G

#### ALTERNATIVES TO THE PLAN AND RISKS

G-1.00 <u>Alternatives</u>. An alternative to the Plan is the conversion of the case to a case under Chapter 7. As set forth in Article F, the Debtor believes that confirmation of the Plan provides advantages to creditors with unsecured claims that outweigh those of liquidation in a case under Chapter 7. Other alternatives include amending the Plan or dismissal of the case.

G-2.00 <u>Risks</u>. There are inherent risks in any business operation. The trucking business is competitive and subject to some fluctuation. The Debtor, however, has successfully operated the business since filing its Petition. The projections attached as **Exhibit 8** are primarily based upon the postpetition operation of the Debtor's business, which has been operated at a substantial profit.

#### ARTICLE H

#### MANNER OF VOTING AND CONFIRMATION OF THE PLAN

H-1.00 <u>Solicitation of Acceptances</u>. This disclosure statement shall have been approved by the court in accordance with Section 1125 of the Bankruptcy Code before being provided to each creditor. Under the Bankruptcy Code, acceptances of the Plan may not be solicited from claim holders unless a copy of the approved disclosure statement is, or has been, transmitted to the claim holder.

H-2.00 Counting Votes and Acceptances. In determining acceptances of the Plan, a vote will be counted if timely submitted by the holder of a claim that is impaired and (a) whose claim is scheduled by the Debtor as undisputed, noncontingent and liquidated, (b) who has timely filed with the Court a proof of claim which has not been disallowed prior to computation of the votes on the Plan, (c) whose claim is an allowed

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secured claim under Sections 502 and 506(d) of the Bankruptcy Code, or (d) whose claim has been temporarily allowed by the Bankruptcy Court for purposes of voting.

H-3.00 Acceptance by Impaired Classes. An impaired class of claims is deemed to accept the Plan if at least (a) 50% plus one of the number of allowed claims voting to accept the Plan and (b) 2/3 of the aggregate dollar amount of the allowed claims voting vote to accept the Plan.

H-4.00 Manner of Voting. A ballot for accepting or rejecting the Plan will be enclosed with the approved Disclosure Statement and Plan. Holders of claims should read the instructions carefully, complete, date and sign the ballot and transmit it to the address indicated on the ballot. In order to be tabulated, your ballot must be received by the time indicated thereon. Failure to vote or a vote to reject the Plan will not affect the treatment to be accorded a claim if the Plan is confirmed.

H-5.00 <u>Hearing on Confirmation</u>. The notice of hearing on confirmation indicates the time and place of the confirmation hearing. The Court may confirm the Plan at the hearing only if the requirements set forth in Section 1129 of the Bankruptcy Code are satisfied. The Debtor may propose or file modifications to the Plan either before or at the hearing on confirmation. If the Bankruptcy Court finds that the proposed modification or modifications do not adversely change the treatment of any creditor who has not accepted the modification in writing, the modification may be deemed accepted by all parties in interest who have previously accepted the Plan.

H-6.00 <u>Best Interest of Creditors.</u> The Debtor must establish with respect to each class that each holder of a claim in that class has accepted the Plan or will receive or retain under the Plan on account of such claim or interest property of a value that is not less than the amount that such holder would receive if the Debtor were liquidated under

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Chapter 7 of the Bankruptcy Code.

H-7.00 <u>Confirmation Without Acceptance by All Classes</u>. The Bankruptcy Code contains provisions for the confirmation of a Plan if it is not accepted by all impaired classes. Once a class of impaired claims has accepted the Plan, the Plan may be confirmed over the objection of every other class of creditors pursuant to Section 1129(b) of the Bankruptcy Code.

H-8.00 Rejection by Secured Class. If a class of secured claims rejects the Plan, the Plan may be confirmed under Section 1129(b) if the Plan does not discriminate unfairly as to that class and is "fair and equitable" to the class. Section 1129(b) states that the "fair and equitable" standard requires, among other things, that the Plan provide (a) that the lien securing the claims of members of the class be left in place and that holders of secured claims will receive deferred cash payments of a present value equal to the lesser of the amount of the claim or the value of the collateral, (b) that the collateral securing the claims be sold free of the liens with the liens attaching to the proceeds and with such liens on the proceeds being treated under one of the other two standards described in this paragraph or (c) a treatment for the claim which is the "indubitable equivalent" of the claim.

H-9.00 Rejection by Unsecured Class. If a class of unsecured claims rejects the Plan, the Plan may be confirmed if it does not unfairly discriminate and is "fair and equitable" as to the class. Under Section 1129(b) a Plan is "fair and equitable" as to a class of unsecured claims if, among other things, the Plan provides that (a) each holder of a claim included in the rejecting class receive or retain on account of that claim property which has a value, as of the effective date, equal to the amount of such claim, or (b) the holder of any claim or interest that is junior to the claims of such class will not receive or

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retain any property on account of the junior claim or interest. The currently proposed Plan cannot be confirmed without the accepting vote of the Unsecured Creditor Class.

#### ARTICLE I

#### TAX CONSEQUENCES OF THE PLAN

I-1.00 Tax Consequences. As to the Debtor and the reorganized Debtor, because these entities are C. Corporations, they will continue to have the normal filing requirements and tax consequences associated with such entities. The treatment of claims and interests under the Plan may have tax implications to the holders of such claims and interests. For instance, there may be tax implications for the recapture of bad debts or implications regarding the timing of reportable income for entities that report income on a cash basis. Because each of the holders of claims and interests have such varied circumstances, it is impossible for the Debtor and reorganized Debtor to provide legal or accounting advice regarding the applicability of the tax laws on an individualized basis. Therefore, holders of claims and interests should obtain advice from their own counsel or accountants regarding the applicability of tax laws.

Dated this 7<sup>th</sup> day of December 2017

JOHNS TRUCKING, INC.

By: /S/ David Johns

Its: President

DIAZ & LARSEN

By: /S/ Andres Diaz

Attorneys for Johns Trucking, Inc.

Johns Trucking, Inc. Bankruptcy No. 17-20954 24

JOHNS TRUCKING INC SUMMARY OF MONTHLY REPORTS \* CHAPTER 11 CASE # 17-20954 EXHIBIT 1

Feb-17	<u>Mar-17</u>	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17
\$41,200.71	\$18,937.37	\$11,475.48	\$28,627 46	\$9,471.06	\$4,860.09	\$11,080.33	\$23,150.83	\$15,731.69	\$14,959.08	
\$2,338.73	\$34,211.02	\$53,881.82	\$6,741.68	\$21,087.53	\$19,758.82	\$30,846.95	\$76,559.90	\$26,165.45	\$47,499.41	
\$24,602.07	\$41,672.91	\$36,729.84	\$25,898.08	\$25,698.50	\$13,538.58	\$18,776.45	\$83,979.04	\$26,938.06	\$25,207.91	
-\$22,263.34	-\$7,461.89	\$17,151.98	-\$19,156.40	-\$4,610.97	\$6,220.24	\$12,070.50	-\$7,419.14	-\$772.61	\$22,291.50	
\$18,937.37	\$18,937.37 \$11,475.48	\$28,627.46	\$9,471.06	\$9,471.06 \$4,860.09 \$11,080.33	\$11,080.33	\$23,150.83	\$23,150.83 \$15,731.69 \$14,959.08 \$37,250.58	\$14,959.08	\$37,250.58	

\*The information provided in this Summary is derived from the Bank Statements attached to the Monthly Reports filed in this case.

JOHNS TRUCKING INC.	SUMMARY OF CLAIMS SCHEDULED AND FILED	CHAPTER 11 CASE # 17-20954	EXHIBIT 2
JOHNS TRUCKING INC.	SUMMARY OF CLAIMS SCHEDULED AND FILED	CHAPTER 11 CASE # 17-20954	EXHIBIT 2

C	ase	17	7-209! s creditor is		s creditor or creditor is		Filed Door is only and is only	12/0 ume online sulfur	07/17 Ot sould sould it is only in it is onl	Ent Page nut is one nut is	ered 12/ 31 of 50	07/17 ) .e. <u>.e.</u>	12:53:07	Desc M
		Comments	The Debtor is making ongoing payments to this creditor on an oversecured claim and is current. This creditor is	unimpaired.  The Debtor is making ongoing payments to this creditor on an oversecured claim and is current. This creditor is	unimpaired.  The Debtor is making ongoing payments to this creditor on an oversecured claim and is current. This creditor is	unimpaired.  The Debtor is making ongoing payments to this creditor on an oversecured claim and is current. This creditor is	Unimpaired.  BMO and the Debtor are currently negotiating the value  In the collateral securing this claim. This amount is only on estimate	of the collateral securing this claim. This among the collateral securing this claim.	an estimate.  BMO and the Debtor are currently negotiating the value of the collateral securing this claim. This amount is only	BMO and the Debtor are currently negotiating of the collateral securing this claim. This amou an estimate.	ered 12/	The IRS has filed an amended proof of claim in this amount.		
	ed 1		105,910.87	21,033.96	17,876.24	33,877.52	47,076.03	41,497.42	25,920.65	50,642.25	343,834.94	0.10	85,644.50 225,875.15 5.000.00	9,411.00 8,144.76 6,200.75 4,426.60 344,702.76
	Estimated Allowed	Amount	φ.	<b>6</b>	<b>6</b>	<b>↔</b>	↔	69	ь	<b>4</b>	Ф	↔	<b>.</b>	· • • • • • •
	Claim						4	ις	9	7		<del>-</del>	8 8	
	Claim (C) C	Amount #	None Filed	None Filed	None Filed	None Filed	\$ 51,109.82	\$ 45,053.20	\$ 28,141.71	\$ 54,981.62		\$ 0.10	\$ 85,644.50 \$ 225,874.15 Nono Eilad	None Filed None Filed None Filed S 311,518.65
EXHIBIT 2		Unliquidated (U)												. ,
	Scheduled	Amount	\$ 133,957.94	\$ 36,500.00	\$ 17,876.24	\$ 33,877.52	\$ 210,818.19	Included Above	Included Above	Included Above	\$ 433,029.89	· <del>69</del>	clud	\$ 9,441.00 \$ 8,144.76 \$ 6,200.75 \$ 4,426.60 \$ 33,163.11
		Creditor	State Bank of Southern Utah	State Bank of Southern Utah	Mountain America Credit Union	Mountain America Credit Union	ВМО	ВМО	ВМО	вмо	Totals:	IRS		Bank of America Chase Bankcard Chase Bankcard Mason Diesel Mountain America Credit Union
		Class	Secured Claims:	2	ю	4	cy.	9	7	ω		Priority:	Nonpriority Unsecured: 9	തെ ത ത ത

## EXHIBIT 3

B 25C (Official Form 25C) (12/08)

# UNITED STATES BANKRUPTCY COURT

District of Utah

In re	JOHNS TRUCKING INC	Case No.	17-20954		
	Debior	Small Busi	ness Case under Chap	oter 11	
	MAISC Code: 5132				
Mont	1: NOVEMBER 2017	Date filed:	12/6/1	7	·**
Line	of Business: TRUCKING	NAISC Code:	5132		
PERJ ACC COR	CCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED URY THAT I HAVE EXAMINED THE FOLLOWING SMALL BU OMPANYING ATTACHMENTS AND, TO THE BEST OF MY KN RECT AND COMPLETE.				
Orig	inal Signature of Responsible Party				
DAV	ID JOHNS	MANAGEMENT -			
	ed Name of Responsible Party				
Oue	estionnaire: (All questions to be answered on behalf of the debtor.)			Yes	No
1.	IS THE BUSINESS STILL OPERATING?			Ø	
2.	HAVE YOU PAID ALL YOUR BILLS ON TIME THIS MONTH?			Ø	
3.	DID YOU PAY YOUR EMPLOYEES ON TIME?			Ø	
4.	HAVE YOU DEPOSITED ALL THE RECEIPTS FOR YOUR BUSTHIS MONTH?			Ø	0
5.	HAVE YOU FILED ALL OF YOUR TAX RETURNS AND PAID MONTH	ALL OF YOUR	TAXES THIS	Ø	O
6.	HAVE YOU TIMELY FILED ALL OTHER REQUIRED GOVER	NMENT FILING	S?	Ø	0
7.	HAVE YOU PAID ALL OF YOUR INSURANCE PREMIUMS TO			ପ	O
8.	DO YOU PLAN TO CONTINUE TO OPERATE THE BUSINESS	NEXT MONTH	?	Ø	0
9.	ARE YOU CURRENT ON YOUR QUARTERLY FEE PAYMEN	T TO THE U.S. T	RUSTEE?	Ø	0
	HAVE YOU PAID ANYTHING TO YOUR ATTORNEY OR OT	HER PROFESSIO	NALS THIS	7	0
	DID YOU HAVE ANY UNUSUAL OR SIGNIFICANT UNANT! MONTH?			O	Ø
	HAS THE BUSINESS SOLD ANY GOODS OR PROVIDED SER ASSETS TO ANY BUSINESS RELATED TO THE DIP IN ANY	WEST.		0	g
13	DO YOU HAVE ANY BANK ACCOUNTS OPEN OTHER THA	N THE DIP ACC	OUNT?	Ø	

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			Page 2
B 256	C (Official Form 25C) (12/08)		
14.	HAVE YOU SOLD ANY ASSETS OTHER THAN INVENTORY THIS MONTH?		Ø
15.	DID ANY INSURANCE COMPANY CANCEL YOUR POLICY THIS MONTH?		Ø
16.	HAVE YOU BORROWED MONEY FROM ANYONE THIS MONTH?		Ø
17.	HAS ANYONE MADE AN INVESTMENT IN YOUR BUSINESS THIS MONTH?		<b>E</b>
	HAVE YOU PAID ANY BILLS YOU OWED BEFORE YOU FILED BANKRUPTCY?		Ø
	TAXES		
	YOU HAVE ANY PAST DUE TAX RETURNS OR PAST DUE POST-PETITION TAX LIGATIONS?	O	Ø
IF BE	YES, PLEASE PROVIDE A WRITTEN EXPLANATION INCLUDING WHEN SUCH RETURNS WILL FILED, OR WHEN SUCH PAYMENTS WILL BE MADE AND THE SOURCE OF THE FUNDS FOR E PAYMENT.		
	(Exhibit A)		
	INCOME		
SE	EASE SEPARATELY LIST ALL OF THE INCOME YOU RECEIVED FOR THE MONTH. THE LIST IOULD INCLUDE ALL INCOME FROM CASH AND CREDIT TRANSACTIONS. (THE U.S. TRUSTEE BY WAIVE THIS REQUIREMENT.)		
,		\$	47,499.41
	SUMMARY OF CASH ON HAND		
	Cash on Hand at Start of Month	\$	14,959.05
	Cash on Hand at End of Month	\$	37,250.55
Р	LEASE PROVIDE THE TOTAL AMOUNT OF CASH CURRENTLY AVAILABLE TO YOU TOTAL	5	30,740.55
	(Exhibit B)		
	EXPENSES		
٨	LEASE SEPARATELY LIST ALL EXPENSES PAID BY CASH OR BY CHECK FROM YOUR BANK CCOUNTS THIS MONTH. INCLUDE THE DATE PAID, WHO WAS PAID THE MONEY, THE URPOSE AND THE AMOUNT. <i>(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT)</i>		
•	TOTAL EXPENSES	\$	25,207.91
	(Exhibit C)		
	CASH PROFIT		
n	NCOME FOR THE MONTH (TOTAL FROM EXHIBIT B)	\$	47,499.41
Е	EXPENSES FOR THE MONTH (TOTAL FROM EXHIBIT C)	\$	25,207.91
	(Subtract Line C from Line B) CASH PROFIT FOR THE MONTH	\$	22,291.50

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В

		Page 3	
B 25C (Official Form 25C) (12/08)			
UNPAID BILLS			
PLEASE ATTACH A LIST OF ALL DEBTS (INCLUDING TAXES) WHICH YOU HAVE INCURRED SINCE THE DATE YOU FILED BANKRUPTCY BUT HAVE NOT PAID. THE LIST MUST INCLUDE THE DATE THE DEBT WAS INCURRED, WHO IS OWED THE MONEY, THE PURPOSE OF THE DEBT AND WHEN THE DEBT IS DUE. (THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)			
TOTAL PAYABLES	\$ _	 0.00	ļ -
(Exhibit D)			
MONEY OWED TO YOU			
PLEASE ATTACH A LIST OF ALL AMOUNTS OWED TO YOU BY YOUR CUSTOMERS FOR WORK YOU HAVE DONE OR THE MERCHANDISE YOU HAVE SOLD. YOU SHOULD INCLUDE WHO OWES YOU MONEY, HOW MUCH IS OWED AND WHEN IS PAYMENT DUE. (THE U.S. TRUSTEE MAY			
WAIVE THIS REQUIREMENT)  TOTAL RECEIVABLES	\$	20,604-8	1
(Exhibit E)			
BANKING INFORMATION			
PLEASE ATTACH A COPY OF YOUR LATEST BANK STATEMENT FOR EVERY ACCOUNT YOU HAVE AS OF THE DATE OF THIS FINANCIAL REPORT OR HAD DURING THE PERIOD COVERED BY THIS REPORT.			
(Exhibit F)			
EMPLOYEES			
NUMBER OF EMPLOYEES WHEN THE CASE WAS FILED?		 	_2
NUMBER OF EMPLOYEES AS OF THE DATE OF THIS MONTHLY REPORT?		 	0
PROFESSIONAL FEES			
BANKRUPTCY RELATED.			
PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD?	,	\$ 0.	00
TOTAL PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE?	:	\$ 0.	00
NON-BANKRUPTCY RELATED:			
PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD?		\$ 0	00
TOTAL PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE?		\$ 0	.00

Page
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B 25C (Official Form 25C) (12/08)

#### **PROJECTIONS**

COMPARE YOUR ACTUAL INCOME AND EXPENSES TO THE PROJECTIONS FOR THE FIRST 180 DAYS OF YOUR CASE PROVIDED AT THE INITIAL DEBTOR INTERVIEW.

	Projected		Actual	Difference	
INCOME	\$	\$	47,499.41	\$ and the second of the Control of the second	-
EXPENSES	\$	\$	25,207.91	\$ 	-
CASH PROFIT	\$	\$	22,291.50	\$ 	-
TOTAL PROJEC	CTED INCOME FOR THE I	E NEXT MONT	H:		\$ \$

### ADDITIONAL INFORMATION

PLEASE ATTACH ALL FINANCIAL REPORTS INCLUDING AN INCOME STATEMENT AND BALANCE SHEET WHICH YOU PREPARE INTERNALLY.

# Wells Fargo Simple Business Checking

Account number:

November 1, 2017 - November 30, 2017 

Page 1 of 5



JOHNS TRUCKING INC DEBTOR IN POSSESSION CH 11 CASE 17-20954 (UT) PO BOX 54 SALINA UT 84654-0054

#### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online. wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (119)

P.O. Box 6995

Portland, OR 97228-6995

### Your Business and Wells Fargo

Cash flow is a key indicator of the financial health of your business. Find tips and strategies for effective cash flow management at wellsfargoworks.com.

#### Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellstargo com/biz or call the number above if you have questions or if you would like to add new services

Business Online Banking Online Statements Business Bill Pay Business Spending Report Overdraft Protection



#### Activity summary

\$14.959.05 Beginning balance on 11/1 47.499.41 Deposits/Credits - 25,207.91 Withdrawals/Debits \$37,250.55 Ending balance on 11/30 \$31,318 75 Account number:

JOHNS TRUCKING INC DEBTOR IN POSSESSION CH 11 CASE 17-20954 (UT)

Utah account terms end conditions apply

For Direct Deposit use

Routing Number (RTN): 124002971

For Wire Transfers use

Routing Number (RTN): 121000248

Average ledger balance this period

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store

# Case 17-20954 Doc 43 Filed 12/07/17 Entered 12/07/17 12:53:07 Desc Main Document Page 37 of 50

Account number:

November 1, 2017 - November 30, 2017 Page 2 of 5



#### Transaction history

	01 - 44		Deposits/	Withdrawals/	Ending daily
_	Check	O miletina	Credits	Debits	balance
Date	Number	Description Business to Business ACH Debit - Bk of Amer Mc Online Pmt		1,000.00	13,959.05
11/1	<	171101 Ckf006287826POS Johns, David			
		Chase Credii Crd Epay 171105 3302815942 Ann G Johns		250.00	13,709.05
11/6		Edeposit IN Branch/Store 11/07/17 11:56:33 Am 175 W 1300 S	19,714.78		
11/7					
		Richfield UT 4662		1,000.00	
11/7		Check		2,500.00	29,923.83
11/7	*****	Check		1,900.00	
11/8		Check		1,851.50	26,172.33
11/8		Check		1,295.42	
11/9		Check		88.76	24,788.15
11/9	1132	Check	15.281.49		
11/10		Edeposit IN Branch/Store 11/10/17 04:52:53 Pm 175 W 1300 S	10,201.50		
		Richfield UT		2,000.00	
11/10	<	Business to Business ACH Debit - Bk of Amer Mc Online Pmt		2,000.00	
		171110 Ckf006287826POS Johns, David		125.00	
11/10	1131	Check		2,225.00	
11/10	1130	Check		500.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
11/10		Check			32,219.64
11/10		Check		3,000.00	32,213,04
11/13		Edeposit IN Branch/Store 11/13/17 01:18:07 Pm 175 W 1300 S	7,501.50		
11110		Richfield UT		050.00	39,071.14
11/13	1129	Check		650.00	38,539.93
11/14		Check		531.21	37,688.50
11/15	1136			851.43	
11/16	1134	Check		160.59	37,527.91
11/20	113-	Edeposit IN Branch/Store 11/20/17 10:30:22 Am 175 W 1300 S	5,001.64		
11/20		Richfield UT			
11/00		Business to Business ACH Debit - Bk of Amer Mc Online Pmt		500.00	
11/20	Ì	171120 Ckf006287826POS Johns, David			
11100		Business to Business ACH Debit - Bk of Amer Mc Online Pmt		1,500.00	40,529.55
11/20	•	171120 Ckf006287826POS Johns, David			
				3,000.00	
11/21	714	O Check Chase Credit Crd Epay 171120 3302812874 David Johns		250.00	37,279.55
11/21		Utah801/297-7703 Tax Paymnt 1485043200 Johns Trucking Inc		16,00	37,263.55
11/22		Clan8017297-1703 Tax Payrilli 1485043200 30illis Hooking Inc.  Business to Business ACH Debit - Tax_Rev_Wdt_Ecks Trd Pmnt		11.00	37,252.55
11/24		< Business to Business ACH Debit - 18x_nev_vvdi_coss fro Film			
		171121 xxxx9008 Johns David Trucking		2.00	37,250.55
11/30		Monthly Check Return/Image Stmt Fee			37,250.55
Ending ba	alance on 11/	30			
Totals			\$47,499.41	\$25,207.91	

Totals

The Ending Daily Balance does not raffect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transections posted. If you had insufficient aveilable funds when a transection posted, fees may have been assessed

# Summary of checks written (checks listed are also displayed in the preceding Transaction history)

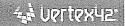
india or once	1.00							
	<b>~</b> /	Amount	Number	Dete	Amount	Number	Dete	Amount
Number	Date	Antoun			250.00	1135	11/8	1.900.00
	11/14	531.21	1129	11/13	650.00	1135	1110	-,-
	1 (7 (***	001.21			2,225.00	1136	11/15	851.43
	11/10	125.00	1130	11/10	2,225.00	1130	,	
	, , , , , ,			4 4 10	88.76	1137	11/10	500 00
1126	11/7	2.500 00	1132 "	1 1/9	00.70	1101		
. 120			4400	11/9	1,295 42	1139 '	11/10	3,000.00
1127	11/7	1,000.00	1133	11/9	1,250 12			2 000 00
		1 054 50	1134	11/16	160 59	1140	11/21	3,000.00
1129	11/R	1,851.50	11.54	11770				

Gap in check sequence

Susiness to Business ACH:If this is a business account, this transaction has a return time frame of one business day from post data. This time frame does not epply to consumer accounts

# Case 17-20954 Doc 43 Filed 12/07/17 Entered 12/07/17 12:53:07 Desc Main Docyment թրել թանական 38 of 50

## Home Mortgage Calculator



Borrower: Johns Trucking, Inc 910 N. 750 W Monroe, UT 84754 Lender: BMO Harris Bank, N.A.
PO Box 71951
Chicago, IL 60694

© 2007-2015 Vertex42 LLC

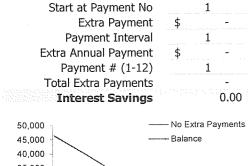
Home Mortgage Calculator

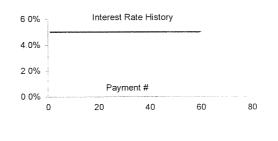
Mortgage Information	
Loan Amount	47,076.03
Annual Interest Rate	5.00%
Term Length (in Years)	5
First Payment Date	3/1/2018
Compound Period	Monthly
Payment Frequency	Monthly
Monthly Payment	888.38
Home Value or Price	47,076.03
Yearly Property Taxes	-
Yearly H.O. Insurance	_
Monthly PMI	-
PITI Payment	888.38

Balance at a Specified Year	
Balance at Year	5
Date	2/1/2023
Interest Paid	6,226.95
Principal Paid	47,076.03
Outstanding Balance	

Summary	
Years Until Paid Off	5
Number of Payments	60
Last Payment Date	2/1/2023
Total Payments	53,302.98
Total Interest	6,226.95

Fixed-Rate or ARM	
Variable or Fixed Rate	Fixed Rate
Years Rate Remains Fixed	3
Interest Rate Cap	12.00%
Interest Rate Minimum	4.00%
Periods Between Adjustments	12
Estimated Adjustment	0.25%
Highest Monthly Payment	888.56





50,000	1	No Extra I	2ayments
45,000		Balance	
40,000			
35,000			
30,000	-		
25,000	-		
20,000	-		
15,000	4		
10,000	-	`	
5,000	_i		
0			
	2018	2020	2022
	20	20	20

Payment Schedule

Extra Payments

	Payment	Interest	Interest	Payment	Extra	Additional	Principal			Cmltv Tax
No.	Date Year	Rate	Due	Due	Payments	Payment	Paid	Balance 7	Tax Returned	Returnec
Acideaheimen					CALLET VOLUMENTAL CONTRACTOR DE L'ANCIONNE DE CONTRACTOR D		200 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$47,076.03		
1	3/1/2018	5-000%	196.15	888.38	0.00		692.23	46,383 80	0.00	0.00
2	4/1/2018	5.000%	193.27	888.38	0.00		695 11	45,688.69	0.00	0.00
3	5/1/2018	5.000%	190.37	888.38	0.00		698.01	44,990.68	0.00	0.00
4	6/1/2018	5.000%	187.46	888.38	0.00		700.92	44,289.76	0.00	0.0
5	7/1/2018	5.000%	184.54	888.38	0.00		703.84	43,585.92	0.00	0.00
6	8/1/2018	5.000%	181.61	888.38	0.00		706.77	42,879 15	0.00	0.00
7	9/1/2018	5 000%	178 66	888.38	0.00		709 72	42,169.43	0.00	0.00
8	10/1/2018	5.000%	175.71	888.38	0.00		712 67	41,456.76	0.00	0.00
9	11/1/2018	5.000%	172.74	888.38	0.00		715.64	40,741.12	0.00	0.00
10	12/1/2018	5.000%	169.75	888.38	0.00		718.63	40,022 49	0.00	0.00
11	1/1/2019	5.000%	166.76	888.38	0.00		721.62	39,300.87	0.00	0.00
12	2/1/2019 <b>1</b>	5.000%	163.75	888.38	0.00	_	724.63	38,576.24	0.00	0.00
13	3/1/2019	5.000%	160.73	888.38	0.00		727 65	37,848.59	0.00	0.00
14	4/1/2019	5.000%	157.70	888.38	0.00		730.68	37,117 91	0.00	0-00
15	5/1/2019	5.000%	154.66	888.38	0.00		733.72	36,384 19	0.00	0.00
16	6/1/2019	5.000%	151.60	888.38	0.00		736.78	35,647 41	0.00	0.00

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					Docu	ment i	Page 39	01 50		and the state of t	00000000000000000000000000000000000000
	Payment		Interest	Interest	Payment		Additional	Principal			Cmltv Tax
No.	Date	Year	Rate	Due	Due	Payments	Payment	Paid	Balance	Tax Returned	Returned
17	7/1/2019	MATERIAL PROPERTY AND ADDRESS OF THE PARTY AND	5.000%	148.53	888.38	0.00		739.85	34,907.56	0.00	0.00
18	8/1/2019		5.000%	145.45	888.38	0.00		742.93	34,164.63	0.00	0.00
19	9/1/2019		5.000%	142.35	888.38	0.00		746.03	33,418.60	0.00	0.00
20	10/1/2019		5.000%	139.24	888.38	000		749.14	32,669.46	0.00	0.00
21	11/1/2019		5.000%	136.12	888.38	0.00		752.26	31,917.20	0.00	0.00
22	12/1/2019		5.000%	132.99	888.38	0.00		755.39	31,161.81	0.00	0.00
23	1/1/2020		5.000%	129.84	888.38	0.00		758.54	30,403.27	0.00	0.00
24	2/1/2020	2	5.000%	126.68	888.38	0.00		761.70	29,641.57	0.00	0.00
25	3/1/2020		5.000%	123.51	888.38	0.00		764.87	28,876.70	0.00	0.00
26	4/1/2020		5.000%	120.32	888.38	0.00		768.06	28,108.64	0.00	0.00
27	5/1/2020		5.000%	117.12	888.38	0.00		771.26	27,337.38	0.00	0.00
28	6/1/2020		5.000%	113.91	888.38	0.00		774.47	26,562.91	0.00	0.00
29	7/1/2020		5.000%	110.68	888.38	0.00		777.70	25,785.21	0.00	0.00
30	8/1/2020		5.000%	107.44	888,38	0.00		780.94	25,004.27	0.00	0.00
31	9/1/2020		5.000%	104.18	888.38	0.00		784.20	24,220.07	0.00	0.00
32	10/1/2020		5.000%	100.92	888.38	0.00		787.46	23,432.61	000	0.00
33	11/1/2020		5.000%	97.64	888.38	0.00		790.74	22,641.87	0.00	0.00
34	12/1/2020		5.000%	94.34	888.38	0.00		794.04	21,847.83	0.00	0.00
35	1/1/2021		5.000%	91.03	888.38	0.00		797.35	21,050.48	0.00	0.00
36	2/1/2021	3	5.000%	87.71	888.38	0.00		800.67	20,249.81	0.00	0.00
37	3/1/2021		5.000%	84.37	888.38	0.00		804.01	19,445.80	0.00	0.00
38	4/1/2021		5.000%	81.02	888.38	0.00		807.36	18,638.44	0.00	0.00
39	5/1/2021		5.000%	77.66	888.38	0.00		810.72	17,827.72	0.00	0.00
40	6/1/2021		5.000%	74.28	888.38	0.00		814.10	17,013.62	0.00	0.00
41	7/1/2021		5.000%	70.89	888.38	0.00		817.49	16,196.13	0.00	0.00
42	8/1/2021		5.000%	67.48	888.38	0.00		820.90	15,375.23	0.00	000
43	9/1/2021		5.000%	64.06	888.38	0.00		824.32	14,550.91	0.00	0.00
44	10/1/2021		5.000%	60.63	888.38	0.00		827.75	13,723.16	000	0.00
45	11/1/2021		5.000%	57.18	888.38	0.00		831.20	12,891.96	0.00	0.00
46	12/1/2021		5.000%	53.72	888.38	0.00		834.66	12,057.30	0.00	0.00
47	1/1/2022		5.000%	50.24	888.38	0.00		838.14	11,219.16	0.00	0.00
48	2/1/2022		5.000%	46.75	888.38	0.00		841.63	10,377.53	0.00	0.00
49	3/1/2022		5.000%	43.24	888.38	0.00	-	845.14	9,532.39	0.00	0.00
50	4/1/2022		5.000%	39.72	888.38	0.00		848.66	8,683.73	0.00	0.00
51	5/1/2022		5.000%	36.18	888.38	0.00		852.20	7,831.53	0.00	0.00
52	6/1/2022		5.000%	32.63	888.38	0.00		855.75	6,975.78	0.00	0.00
53	7/1/2022		5.000%	29.07	888.38	0.00		859.31	6,116 47	0.00	0.00
54	8/1/2022		5.000%	25.49		0.00		862.89	5,253.58	0.00	0.00
55	9/1/2022		5.000%	21.89				866.49	4,387.09	0.00	0.00
56	10/1/2022		5.000%	18.28				870.10	3,516-99	0.00	0.00
57	11/1/2022		5.000%	14.65		0.00		873.73	2,643.26	0.00	0.00
58	12/1/2022		5.000%	11.01				877.37	1,765.89	0.00	0.00
59	1/1/2023		5.000%	7.36				881.02	884.87	0-00	0.00
60	2/1/2023		5.000%	3.69	888.56	0.00		884.87	0.00	0.00	0.00

### **Home Mortgage Calculator**

€# UPTTPX42°

Borrower: Johns Trucking, Inc 910 N. 750 W Monroe, UT 84754

hns Trucking, Inc	Lender: BMO Harris Bank, N.A.
0 N. 750 W onroe. UT 84754	PO Box 71951 Chicago, IL 60694
JIII 0E, 01 041 34	3.1.2.g

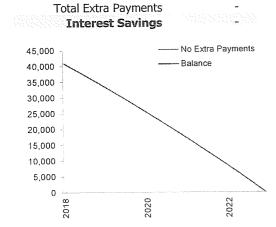
© 2007-2015 Vertex42 LLC Home Mortgage Calculator

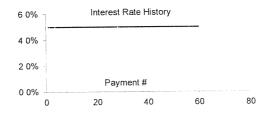
Mortgage Information	
Loan Amount	41,497.42
Annual Interest Rate	5.00%
Term Length (in Years)	5
First Payment Date	3/1/2018
Compound Period	Monthly
Payment Frequency	Monthly
Monthly Payment	783.11
Home Value or Price	41,497.42
Yearly Property Taxes	-
Yearly H.O. Insurance	TO THE RESIDENCE AND A SECURITY SECURIT
Monthly PMI	
PITI Payment	783.11

Balance at a Specified Year  Balance at Year	5
Date	2/1/2023
Interest Paid	5,489.00
Principal Paid	41,497.42
Outstanding Balance	

Summary	
Years Until Paid Off	5
Number of Payments	60
Last Payment Date	2/1/2023
Total Payments	46,986.42
Total Interest	5,489.00

Fixed-Rate or ARM	
Variable or Fixed Rate	Fixed Rate
Years Rate Remains Fixed	3
Interest Rate Cap	12.00%
Interest Rate Minimum	4.00%
Periods Between Adjustments	12.
Estimated Adjustment	0.25%
Highest Monthly Payment	783.11





Payment Schedule

Extra Payments

Start at Payment No
Extra Payment
Payment Interval
Extra Annual Payment
Payment # (1-12)

No.	Payment  Date Year	Interest	Interest Due	Payment Due	Extra Payments	Additional Principal Payment Paid	Balance	Tax Returned	Cmltv Tax Returned
, «O.							\$41,497.42		
1	3/1/2018	5.000%	172.91	783.11	0.00	610.20	40,887.22	0.00	0.00
2	4/1/2018	5.000%	170.36	783.11	0.00	612.75	40,274 47	0.00	0.00
3	5/1/2018	5.000%	167.81	783.11	0.00	615.30	39,659.17	0.00	000
4	6/1/2018	5.000%	165.25	783.11	0.00	617.86	39,041.31	0.00	0.00
5	7/1/2018	5.000%	162.67	783.11	0.00	620.44	38,420.87	0.00	0.00
6	8/1/2018	5.000%	160.09	783.11	0.00	623.02	37,797.85	0.00	0.00
7	9/1/2018	5.000%	157.49	783.11	0.00	625-62	37,172.23	0.00	0.00
8	10/1/2018	5.000%	154.88	783.11	0.00	628.23	36,544 00	0.00	0.00
9	11/1/2018	5.000%	152.27	783.11	0.00	630.84	35,913.16	0.00	0.00
10	12/1/2018	5.000%	149.64	783.11	0.00	633.47	35,279 69	0.00	0.00
11	1/1/2019	5.000%	147.00	783.11	0.00	636 11	34,643.58	0.00	0.00
12	2/1/2019 <b>1</b>	5.000%	144.35	783.11	0.00	638.76	34,004.82	0.00	0.00
13	3/1/2019	5 000%	141.69	783.11	0.00	641 42	33,363.40	0.00	0.00
14	4/1/2019	5.000%	139.01	783.11	0.00	644.10	32,719.30	0.00	0.00
15	5/1/2019	5.000%	136.33	783.11	0.00	646.78	32,072.52	0.00	0.00
16	6/1/2019	5.000%	133 64	783.11	0.00	649.47	31,423.05	0.00	0.00

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				·	Docu	ment	Page 41				
	Payment		Interest	Interest	Payment		Additional	Principal			Cmltv Tax
No.	Date	Year	Rate	Due	Due	Payments	Payment	Paid	Lexilloremous realizations	Tax Returned	Returned
17	7/1/2019		5.000%	130.93	783.11	0.00		652.18	30,770.87	0.00	0.00
18	8/1/2019		5.000%	128.21	783.11	0.00		654.90	30,115.97	0.00	0.00
19	9/1/2019		5.000%	125.48	783.11	0.00		657.63	29,458.34	0.00	0.00
20	10/1/2019		5.000%	122.74	783.11	0.00		660.37	28,797.97	0.00	0.00
21	11/1/2019		5.000%	119.99	783.11	0.00		663.12	28,134.85	0.00	0.00
22	12/1/2019		5.000%	117.23	783.11	0.00		665.88	27,468.97	0.00	0.00
23	1/1/2020		5.000%	114.45	783.11	0.00		668.66	26,800.31	0.00	000
24	2/1/2020	2	5.000%	111.67	783.11	0.00		671.44	26,128.87	0.00	0.00
25	3/1/2020		5.000%	108.87	783.11	0.00		674.24	25,454.63	0.00	0.00
26	4/1/2020		5.000%	106.06	783.11	0.00		677.05	24,777.58	000	0.00
27	5/1/2020		5.000%	103.24	783.11	0.00		679.87	24,097.71	0.00	000
28	6/1/2020		5.000%	100.41	783.11	0.00		682.70	23,415.01	0.00	0.00
29	7/1/2020		5.000%	9756	783.11	0.00		685-55	22,729.46	000	0.00
30	8/1/2020		5.000%	94.71	783.11	0.00		688.40	22,041.06	0.00	000
31	9/1/2020		5.000%	91.84	783.11	0.00		691.27	21,349.79	0.00	0.00
32	10/1/2020		5.000%	88.96	783.11	0.00		694.15	20,655.64	0.00	0.00
33	11/1/2020		5.000%	86.07	783.11	0.00		697.04	19,958.60	0.00	0.00
34	12/1/2020		5.000%	83.16	783.11	0.00		699.95	19,258.65	0.00	0.00
35	1/1/2021		5.000%	80.24	783.11	0.00		702.87	18,555.78	0.00	0.00
36	2/1/2021	3	5.000%	77.32	783.11	0.00	_	705.79	17,849.99	0.00	0.00
37	3/1/2021		5.000%	74.37	783.11	0.00		708.74	17,141.25	0.00	000
38	4/1/2021		5.000%	71.42	783.11	0.00		711.69	16,429.56	0.00	0.00
39	5/1/2021		5.000%	68.46	783.11	0.00		714.65	15,714.91	0.00	0.00
40	6/1/2021		5.000%	65.48	783.11	0.00		717.63	14,997.28	0.00	0.00
41	7/1/2021		5.000%	62:49	783.11	0.00		720.62	14,276.66		0.00
42	8/1/2021		5.000%	59.49	783.11	0.00		723.62	13,553.04		0.00
43	9/1/2021		5.000%	56 47	783.11	0.00		726.64	12,826.40		0.00
44	10/1/2021		5.000%	53.44	783.11	000		729.67	12,096.73		0.00
45	11/1/2021		5.000%	50.40	783.11	0.00		732.71	11,364.02		0.00
46	12/1/2021		5.000%	47.35	783.11	0.00		735.76	10,628.26		0.00
47	1/1/2022		5.000%	44.28	783 11	0.00		738.83	9,889.43		0.00
48	2/1/2022	4	5.000%	41.21	783.11	0.00		741.90	9,147.53		0.00
49	3/1/2022		5.000%	38.11	783.11	0.00		745.00	8,402.53		0.00
50	4/1/2022		5.000%	35.01	783.11	0.00		748.10	7,654.43		0.00
51	5/1/2022	2	5.000%	31.89	783.11	0.00		751.22	6,903.21		0.00
52	6/1/2022	2	5.000%	28.76	783.11	0.00		754.35	6,148.86		000
53	7/1/2022	?	5.000%	25.62	783.11	0.00		757.49	5,391.37		0.00
54	8/1/2022	2	5.000%	22.46	783.11	0.00		760.65	4,630.72		0.00
55	9/1/2022	2	5.000%	19.29	783.11	0.00		763.82	3,866.90		0.00
56	10/1/2022	2	5.000%	16.11	783.11	0.00		767.00	3,099.90		0.00
57	11/1/2022	2	5.000%	12.92	783.11	0.00		770.19	2,329.71		0.00
58	12/1/2022	2	5.000%	9.71	783.11	0.00		773.40	1,556.31		0.00
59	1/1/2023	3	5.000%	6.48	783.11	. 0.00	ı	776.63	779.68		0.00
60	2/1/2023	3 5	5.000%	3.25	782.93	0.00	<u>.</u>	779.68	0.00	0.00	0.00

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### **Home Mortgage Calculator**



Borrower: Johns Trucking, Inc 910 N. 750 W Monroe, UT 84754 Lender: BMO Harris Bank, N.A.
PO Box 71951
Chicago, IL 60694

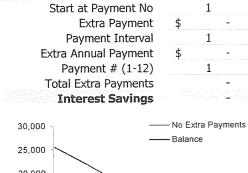
© 2007-2015 Vertex42 LLC Home Mortgage Calculator

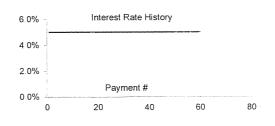
Mortgage Information	
Loan Amount	25,920.65
Annual Interest Rate	5.00%
Term Length (in Years)	5
First Payment Date	3/1/2018
Compound Period	Monthly
Payment Frequency	Monthly
Monthly Payment	489.15
Home Value or Price	25,920.65
Yearly Property Taxes	~
Yearly H.O. Insurance	_
Monthly PMI	: -
PITI Payment	489.15

Balance at a Specified Year	
Balance at Year	5
Date	2/1/2023
Interest Paid	3,428.62
Principal Paid	25,920.65
Outstanding Balance	

Summary	
Years Until Paid Off	5
Number of Payments	60
Last Payment Date	2/1/2023
Total Payments	29,349.27
Total Interest	3,428.62

Fixed-Rate or ARM	
Variable or Fixed Rate	Fixed Rate
Years Rate Remains Fixed	3
Interest Rate Cap	12.00%
Interest Rate Minimum	4.00%
Periods Between Adjustments	12.
Estimated Adjustment	0.25%
Highest Monthly Payment	489.42





30,000	No	Extra Payments
	Ba	lance
25,000		
20,000 -		
45.000		
15,000 -		
10,000		
5,000 -		
0 :	and the same and t	
2018	2020	2022
7	7	74

Payment Schedule

Extra Payments

	Payment	Interest	Interest	Payment	Extra	Additional	Principal			Cmltv Tax
No.	Date Year	Rate	Due	Due	Payments	Payment	Paid	Balance	Tax Returned	Returnec
						ACCESSED SECTION AND ADMINISTRATION ADMINISTRATION AND ADMINISTRATION		\$25,920.65		
1	3/1/2018	5.000%	108.00	489.15	0.00		381.15	25,539.50	0.00	0.00
2	4/1/2018	5.000%	106.41	489.15	0.00		382.74	25,156.76	0.00	0.00
3	5/1/2018	5.000%	104.82	489.15	0.00		384.33	24,772.43	0.00	0.00
4	6/1/2018	5 000%	103.22	489.15	0.00		385.93	24,386.50	0.00	0.00
5	7/1/2018	5.000%	101.61	489.15	0.00		387.54	23,998 96	0.00	0.00
6	8/1/2018	5.000%	100-00	489.15	0.00		389.15	23,609.81	0.00	0.00
7	9/1/2018	5.000%	98.37	489 15	0 00		390 78	23,219.03	0.00	0.0
8	10/1/2018	5.000%	96.75	489.15	0.00		392.40	22,826 63	0.00	0.0
9	11/1/2018	5.000%	95.11	489.15	0.00		394.04	22,432 59	0.00	0.0
10	12/1/2018	5.000%	93.47	489.15	0.00		395.68	22,036.91	0.00	00
11	1/1/2019	5 000%	91.82	489.15	0 00		397.33	21,639.58	0.00	0.0
12	2/1/2019 <b>1</b>	5.000%	90.16	489.15	0.00		398.99	21,240.59	0.00	0.0
13	3/1/2019	5.000%	88.50	489.15	0.00		400.65	20,839 94	0 00	0.0
14	4/1/2019	5.000%	86.83	489.15	0.00		402 32	20,437.62	0.00	0.0
15	5/1/2019	5.000%	85.16	489.15	0.00		403.99	20,033.63	0.00	0.0
16	6/1/2019	5.000%	83.47	489.15	0.00		405.68	19,627 95	0.00	0.0

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					Docu	ment	Page 43 of 50			Coult Tay
	Payment		Interest		Payment		Additional Principal	D-1	T D.L	Cmltv Tax
No.	Date	Year	Rate	Due	Due	Payments	Payment Paid		Tax Returned	Returned
17	7/1/2019		5.000%	81.78	489.15	0.00	407.37	19,220.58	000	0.00
18	8/1/2019		5.000%	80.09	489.15	0.00	409.06	18,811.52	0.00	0.00
19	9/1/2019		5.000%	78.38	489-15	0.00	410.77	18,400.75	0.00	0.00
20	10/1/2019		5.000%	76.67	489.15	0.00	412.48	17,988.27	0.00	0.00
21	11/1/2019		5.000%	74.95	489.15	0.00	414.20	17,574.07	0.00	000
22	12/1/2019		5.000%	73.23	489.15	0.00	415.92	17,158.15	0.00	0.00
23	1/1/2020		5.000%	71.49	489.15	0.00	417.66	16,740.49	0.00	0.00
24	2/1/2020	2	5.000%	69.75	489.15	0.00	419.40	16,321.09	0.00	0.00
25	3/1/2020		5.000%	68.00	489.15	0.00	421.15	15,899.94	0.00	0.00
26	4/1/2020		5.000%	66.25	489.15	0.00	422.90	15,477.04	0.00	0.00
27	5/1/2020		5.000%	64.49	489.15	0.00	424.66	15,052.38	0.00	0-00
28	6/1/2020		5.000%	62.72	489-15	0.00	426.43	14,625.95	0.00	0.00
29	7/1/2020		5.000%	60.94	489.15	0.00	428.21	14,197.74	0.00	0.00
30	8/1/2020		5.000%	59.16	489.15	0.00	429.99	13,767.75	0.00	0.00
31	9/1/2020		5.000%	57.37	489.15	0.00	431.78	13,335.97	0.00	0.00
32	10/1/2020		5.000%	55.57	489.15	0.00	433.58	12,902.39	0.00	0.00
33	11/1/2020		5.000%	53.76	489.15	0.00	435.39	12,467.00	0.00	0.00
34	12/1/2020		5.000%	51.95	489.15	0.00	437.20	12,029.80	0.00	0.00
35	1/1/2021		5.000%	50.12	489.15	0.00	439.03	11,590.77	0.00	000
36	2/1/2021	3	5.000%	48.29	489.15	0.00	440.86	11,149.91	0.00	0.00
37	3/1/2021		5.000%	46.46	489.15	0.00	442.69	10,707.22	0.00	0.00
38	4/1/2021		5.000%	44,61	489.15	0.00	444.54	10,262.68	0.00	0.00
39	5/1/2021		5.000%	42.76	489.15	0.00	446.39	9,816.29	0.00	0.00
40	6/1/2021		5.000%	40.90	489.15	0.00	448.25	9,368.04	0.00	0.00
41	7/1/2021		5.000%	39.03	489.15	0.00	450.12	8,917.92	0.00	0.00
42	8/1/2021		5.000%	37.16	489.15	0.00	451.99	8,465.93	0.00	0.00
43	9/1/2021		5.000%	35.27	489.15	00.0	453.88	8,012.05	0.00	0′00
44	10/1/2021		5.000%	33.38	489.15	0.00	455.77	7,556.28	0.00	0.00
45	11/1/2021		5.000%	31.48	489.15	0.00	457.67	7,098.61	0.00	0.00
46	12/1/2021		5.000%	29.58	489.15	0.00	459.57	6,639.04	0.00	0.00
47	1/1/2022		5.000%	27.66	489.15	0.00	461.49	6,177.55	0.00	0.00
48	2/1/2022		5.000%	25.74	489.15	0.00	463.41	5,714.14	0.00	0.00
49	3/1/2022	,	5.000%	23.81	489.15	0.00	465.34	5,248.80	0.00	0.00
50	4/1/2022		5.000%	21.87	489.15	0.00	467.28	4,781.52	0.00	0.00
51	5/1/2022		5.000%	19.92	489.15	0.00	469.23	4,312.29	0.00	0.00
52	6/1/2022		5.000%	17.97	489.15	0.00	471.18	3,841.11	0.00	0.00
53	7/1/2022		5.000%	16.00	489.15	0.00	473.15			0.00
54	8/1/2022		5.000%	14.03	489.15		475.12	2,892.84	0.00	0.00
55	9/1/2022		5.000%	12.05	489.15		477.10	2,415.74	0.00	0.00
56	10/1/2022		5.000%	10.07	489.15		479.08		0.00	0.00
57	11/1/2022		5,000%	8.07	489.15		481.08	1,455.58	0.00	0.00
58	12/1/2022		5.000%	6.06			483.09	972.49	0.00	0.00
59	1/1/2023		5.000%	4.05			485.10	) 487.39	0.00	0.00
60	2/1/2023		5.000%	2.03			487.39	0.00	0.00	0.00

### **Home Mortgage Calculator**

Borrow

/er:	Johns Trucking, Inc	Lender:	BMO Harris Bank, N.A.
	910 N. 750 W		PO Box 71951
	Monroe, UT 84754		Chicago, IL 60694

© 2007-2015 Vertex42 LLC Home Mortgage Calculator

Mortgage Information	
Loan Amount	50,642.25
Annual Interest Rate	5.00%
Term Length (in Years)	5
First Payment Date	3/1/2018
Compound Period	Monthly
Payment Frequency	Monthly
Monthly Payment	955.68
Home Value or Price	50,642.25
Yearly Property Taxes	-
Yearly H.O. Insurance	
Monthly PMI	
PITI Pavment	955.68

Balance a		2 (10022
	Date	2/1/2023
Inte	rest Paid	6,698.68
Princ	ipal Paid	50,642.25
Outstanding	Balance	

Summary	
Years Until Paid Off	5
Number of Payments	60
Last Payment Date	2/1/2023
Total Payments	57,340.93
Total Interest	6,698.68

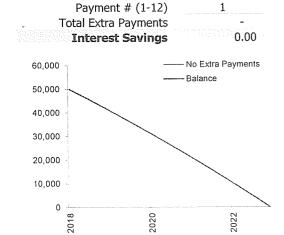
rotal interest	0,090.00
Fixed-Rate or ARM	
Variable or Fixed Rate	Fixed Rate
Years Rate Remains Fixed	3
Interest Rate Cap	12.00%
Interest Rate Minimum	4.00%
Periods Between Adjustments	12.

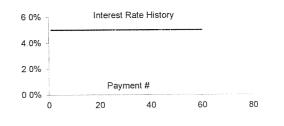
0.25%

955.81

Estimated Adjustment

Highest Monthly Payment





Payment Schedule

Extra Payments

Start at Payment No Extra Payment Payment Interval Extra Annual Payment

No.	Payment Date Year	Interest Rate	Interest Due	Payment Due	Extra Payments	Additional Payment	Principal Paid	Balance	Tax Returned	Cmltv Tax Returned
······································	MANAGO COLOR COLOR DE LA COLOR DE LA COLOR DE C			acquaracci a busoni into bahari busoni a shakari ba				\$50,642.25		
1	3/1/2018	5.000%	211.01	955.68	0.00		744.67	49,897.58	0.00	0.00
2	4/1/2018	5.000%	207.91	955.68	0.00		747.77	49,149.81	0.00	0.00
3	5/1/2018	5.000%	204.79	955.68	0.00		750.89	48,398.92	0.00	0.00
4	6/1/2018	5.000%	201.66	955.68	0.00		754.02	47,644.90	0.00	0.00
5	7/1/2018	5.000%	198.52	955.68	0.00		757.16	46,887.74	0.00	0.00
6	8/1/2018	5.000%	195.37	955.68	0.00		760.31	46,127.43	0.00	0.00
7	9/1/2018	5.000%	192.20	955.68	0.00		763.48	45,363.95	0.00	0.00
8	10/1/2018	5.000%	189.02	955.68	0.00		766.66	44,597.29	0.00	0.00
9	11/1/2018	5.000%	185.82	955.68	0.00		769.86	43,827 43	0.00	0.00
10	12/1/2018	5.000%	182.61	955.68	0.00		773 07	43,054.36	0.00	0.00
11	1/1/2019	5 000%	179.39	955.68	0.00		776.29	42,278.07	0.00	0.0
12	2/1/2019 <b>1</b>	5.000%	176.16	955.68	0.00	_	779.52	41,498.55	0.00	0.0
13	3/1/2019	5.000%	172.91	955.68	0.00		782.77	40,715.78	0.00	0.0
14	4/1/2019	5 000%	169.65	955.68	0.00		786.03	39,929 75	0.00	0.0
15	5/1/2019	5.000%	166.37	955.68	0 00		789.31	39,140.44	0.00	0.0
16	6/1/2019	5.000%	163.09	955.68	0.00		792 59	38,347 85	0,00	0.0

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	Energia en				Docur	nen <u>t</u>	Page 45 (	of 50			
	Payment	.,	Interest		Payment			Principal Paid	Dalaman	Tax Returned	Cmltv Tax Returned
No.	CONTRACTOR	Year	Rate	Due		Payments	Payment				
17	7/1/2019		5.000%	159.78	955.68	0.00		795.90	37,551.95	0.00	0.00
18	8/1/2019		5.000%	156.47	955.68	0.00		799.21	36,752.74	0.00	0.00
19	9/1/2019		5.000%	153.14	955.68	0.00		802.54	35,950.20	0.00	0.00
20	10/1/2019		5.000%	149.79	955.68	0.00		805.89	35,144.31	0.00	0.00
21	11/1/2019		5.000%	146.43	955.68	0.00		809.25 812.62	34,335.06 33,522.44	0.00	0.00
22	12/1/2019		5.000%	143.06	955.68	0.00 0.00		816.00	32,706.44	0.00	0.00
23	1/1/2020	2	5.000%	139.68 136.28	955.68 955.68	0.00		819.40	31,887.04	0.00	0.00
<u>24</u> 25	2/1/2020 3/1/2020	2	5.000% 5.000%	130.26	955.68	0.00		822.82	31,064-22	0.00	0.00
26	4/1/2020		5.000%	129.43	955.68	0.00		826.25	30,237.97	0.00	0.00
27	5/1/2020		5.000%	125.99	955.68	0.00		829.69	29,408.28	0.00	0.00
28	6/1/2020		5.000%	122.53	955.68	0.00		833.15	28,575.13	0.00	0.00
29	7/1/2020		5.000%	119.06	955.68	0.00		836.62	27,738.51	0.00	0.00
30	8/1/2020		5.000%	115.58	955.68	0.00		840.10	26,898.41	0.00	0.00
31	9/1/2020		5.000%	112.08	955.68	0.00		843.60	26,054.81	0.00	0.00
32	10/1/2020		5.000%	108,56	955.68	0.00		847.12	25,207.69	0.00	0.00
33	11/1/2020		5.000%	105.03	955.68	0.00		850.65	24,357.04	0.00	0.00
34	12/1/2020		5.000%	101.49	955.68	0.00		854.19	23,502.85	0.00	0.00
35	1/1/2021		5.000%	97.93	955.68	0.00		857.75	22,645.10	0.00	0.00
36	2/1/2021	3	5.000%	94.35	955.68	0.00		861.33	21,783.77	0.00	0.00
37	3/1/2021		5.000%	90.77	955.68	0.00		864.91	20,918.86	0.00	0.00
38	4/1/2021		5 000%	87.16	955.68	0-00		868.52	20,050.34	0.00	0.00
39	5/1/2021		5.000%	83.54	955.68	0.00		872.14	19,178.20	0.00	0.00
40	6/1/2021		5.000%	79.91	955.68	0.00		875.77	18,302.43	0.00	0.00
41	7/1/2021		5.000%	76.26	955.68	0.00		879.42	17,423.01	0.00	000
42	8/1/2021		5.000%	72.60	955.68	0.00		883.08	16,539.93	0.00	0.00
43	9/1/2021		5.000%	68.92	955.68	0.00		886.76	15,653.17	0.00	0.00
44	10/1/2021		5.000%	65.22	955.68	0.00		890.46	14,762.71	0.00	0-00
45	11/1/2021		5.000%	61.51	955.68	0.00		894.17	13,868.54	0.00	0.00
46	12/1/2021		5.000%	57.79	955.68	0.00		897.89	12,970.65	0.00	0.00
47	1/1/2022	!	5.000%	54.04	955.68	0.00		901.64	12,069.01	0.00	0.00
48	2/1/2022		5.000%	50.29	955.68	0.00		905.39	11,163.62	0.00	0.00
49	3/1/2022		5.000%	46.52	955.68	0.00		909.16	10,254.46	0.00	0.00
50	4/1/2022		5.000%	42.73	955.68	000		912.95	9,341.51		000
51	5/1/2022		5.000%	38.92	955.68	0.00		916.76	8,424.75	0.00	0.00
52	6/1/2022		5.000%	35.10	955.68	0.00		920.58	7,504.17	0.00	0.00
53	7/1/2022		5.000%	31.27	955.68	0.00		924.41	6,579.76	0.00	0.00
54	8/1/2022		5.000%	27.42	955.68	0.00		928.26	5,651.50	0.00	0.00
55	9/1/2022		5.000%	23.55	955.68	0.00		932.13	4,719.37	0.00	0.00
56	10/1/2022		5.000%	19.66	955.68	0.00		936.02	3,783.35	0 00	0.00
57	11/1/2022		5.000%	15.76	955.68	0.00		939.92	2,843.43	0.00	0.00
58	12/1/2022		5.000%	11.85	955.68	0.00		943.83	1,899.60	0.00	0.00
59	1/1/2023		5.000%	7.92	955.68	0.00		947.76	951.84	0.00	0.00
60	2/1/2023	5	5.000%	3.97	955.81	0.00		951.84	0.00	0.00	0.00

CHAPTER 11 CASE #17-20954	EXHIBIT 8
	CHAPTER 11 CASE #17-20954

	ACTUAL	ACTUAL	ACTUAL	ACTUAL May-17	ACTUAL	ACTUAL Inf-17	ACTUAL Aug-17
Beginning Balance	41,200.71	18,937.37	11,475.48	28,627.46	9,471.06	4,860.09	11,080.33
lucome							
Net Income	2,338.73	34,211.02	53,881.82	6,741.68	21,087.53	19,758.82	30,846.95
Business Expenses							
Total Expenses	-24,602.07	-41,672.91	-36,729.84	-25,898.08	-25,698.50	-13,538.58	-18,776.46
Bankruptcy Expenses and Payments							
Quarterly Trustees Fees	00.00	00.00	-650.00	00.00	00.0	-650.00	0.00
Funds Available for Priority and Unsecured							
Creditors & Administrative Expenses	18,937.37	11,475.48	28,627.46	9,471.06	4,860.09	11,080.33	23,150.82

JOHNS TRUCKING INC PROJECTED CASH FLOW FOR 2017 - 2020 CHAPTER 11 CASE #17-20954 EXHIBIT 8

	ACTUAL	Actual	Actual	PROJECTED	2017	2018
	Sep-17	Oct-17	Nov-17	Dec-17	TOTALS	TOTALS
Beginning Balance	23,150.82	15,731.68	14,959.05	37,250.55	41,200.71	50,250.57
Income						
Net Income	76,559.90	26,165.45	47,499.41	35,000.00	354,091.31	386,281.43
Business Expenses						
Total Expenses	-83,979.04	-26,938.06	-25,207.91	-22,000.00	-345,041.45	-376,408.85
Bankruptcy Expenses and Payments						
Quarterly Trustees Fees	00.0	-650.00	00.00	0.00	-1,950.00	-2,600.00
Funds Available for Priority and Unsecured						
Social Culturation of Carotic Caro	15 734 68	14 959 07	37 250 55	50.250.55	50.250.57	60,123,14

JOHNS TRUCKING INC PROJECTED CASH FLOW FOR 2017 - 2020 CHAPTER 11 CASE #17-20954 EXHIBIT 8

	2019 TOTALS	2020 TOTALS
Beginning Balance	60,123.14	69,995.72
Income	00 000	000 000 40
Net Income	386,281.43	386,287.43
Business Expenses	1	I
Total Expenses	-376,408.85	-376,408.85
Bankruptcy Expenses and Payments		
Quarterly Trustees Fees	-2,600.00	-2,600.00
Funds Available for Priority and Unsecured		
Creditors & Administrative Expenses	69,995.72	79,868.29

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# JOHNS TRUCKING INC CHAPTER 7 - LIQUIDATION ANALYSIS CHAPTER 11 CASE #17-20954 **EXHIBIT 7**

LIEN AMOUNT LIENHOLDER LIQUIDATION VALUE B ASSET Schedule A -- Real Property: None Schedu

				BMO	BMO	BMO	BMO	SBSU	
	14,959.00	20,604.81	470.00	47,076.03	41,497.42	25,920.65	50,642.25	105,910.87	230,518.13
	↔	↔	↔	↔	↔	↔	↔	↔	s
Jule B Personal Property:	Checking and Savings Accounts	Accounts Receivable	Office Furniture and Equipment	2013 Peterbilt Tractor Truck #389	2013 Peterbilt Tractor Truck #386	2001 and 2006 Beall Trailers	2006 Beall Trailers (2)	Other Equipment and Vehicles	

14,959.00 20,604.81 470.00

47,076.03 41,497.42 25,920.65 50,642.25 105,910.87

# CHAPTER 7 ADMINISTRATIVE CLAIMS:

Total Assets:

1	14,776.00	10,000.00	23,052.00	47,828.00
↔	↔	↔	↔	\$
	Trustee Compensation	Attorney for Trustee Fees/Costs	Auctioneer for Trustee	Total:
Professionals:				

CLAIMS:
RATIVE
ADMINIST
7
CHAPTER

	50,000.00	
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	Attorney Fees/Costs (Estimated)	
Professionals:		

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