

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA**

**IN RE: SHENANDOAH VALLEY CONSTRUCTION, REACON, INC.
WHITACRE FARMS, LLC,** **BK. NO. 14-1352 (Lead Case)**
Bk. No. 14-1353, 14-1312
(Jointly Administered)

Debtors. Chapter 11

SECOND AMENDED DISCLOSURE STATEMENT DATED OCTOBER 28, 2016

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I. INTRODUCTION

This is the second amended disclosure statement (the “Disclosure Statement”) in the Chapter 11 case of Shenandoah Valley Construction (14-1352) as the lead case, Reacon, Inc.(14-1353) and Whitacre Farms, LLC (14-1312) (the “Debtor”) as members. This Disclosure Statement contains information about the Debtor and describes the Amended Chapter 11 Plan of Reorganization (the “Plan”) filed on September 9, 2016.

The purpose of this Disclosure Statement is to provide adequate information to creditors and parties interest under Section 1125 of the Bankruptcy Code so that an informed judgment can be made in whether to accept or reject the proposed Plan of Reorganization (the “Plan”). If approved by the U.S. Bankruptcy Court, this Disclosure Statement will be circulated to all parties in interest and creditors.

Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss 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 8 through 17 of this Disclosure Statement. General unsecured creditors are classified in Classes 11,12 and 13. Certain unsecured creditors, primarily priority tax creditors will be paid in full, and the remainder will be paid approximately 5% of their claim.

A. Purpose of This Document

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case,
- How the Plan proposes to treat claims or equity interest of the type you hold (i.e., what you will receive on your claim or equity interest if the plan is confirmed),
- Who can vote on or object to the Plan,
- What factors the Bankruptcy Court (the “Court”) will consider when deciding whether to confirm the Plan,
- Why (the Proponent) believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and
- The effect of confirmation of the Plan.

Be sure 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.

B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This

section describes the procedure pursuant to which the Plan will or will not be confirmed.

1. *Time and Place of the Hearing to Approve this Disclosure Statement and Confirm the Plan*

The hearing at which the Court will determine whether to approve this Disclosure Statement will take place on November _____, 2016 at ____:____.m., at the United States Bankruptcy Court, US Courthouse, 217 W. King Street, Martinsburg, WV 25402. If you receive a notice from the Court, that notice controls. You should nonetheless, be mindful of that date.

2. *Deadline For Voting to Accept or Reject the Plan*

If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and return the ballot to Thomas H. Fluharty, 408 Lee Avenue, Clarksburg, WV 26301. See section V. below for a discussion of voting eligibility requirements. Your ballot must be received prior to _____, 2016, or it will not be counted.

3. *Deadline For Objecting to the Adequacy of Disclosure and Confirmation of the Plan*

Objections to this Disclosure Statement or to the Confirmation of the Plan must be filed with the Court and served upon Thomas H. Fluharty by _____, 2016.

4. *Identity of Person to Contact for More Information*

If you want additional information about the Plan, you should contact Thomas H. Fluharty, 408 Lee Avenue, Clarksburg, WV 26301.

II. DEFINITIONS

A. ARTICLE II

For the purpose of this Plan of Reorganization, the following definitions shall apply unless the context otherwise requires:

1. “Allowed Claim” shall mean a claim, proof of which has been filed with the Court on or before the claims bar date or scheduled in the list of creditors prepared and filed with the Court and not listed as disputed, contingent or unliquidated as to amount, or as to an administrative claim arising in the ordinary course of business of the debtor-in-possession, to which no objection has been filed.

2. “Allowed Secured Claim” shall mean an allowed claim secured by a valid lien on property in which the debtor has an interest, and which is not void or voidable under any state or

federal law, including any provision of the Code, to the extent of the value of such creditors' interest in debtor's interest in such property.

3. "Chapter 11 Case" shall mean the jointly administered Chapter 11 cases filed by the debtor-in-possession and pending in this Court under the Case number 14-01352 (Lead Case) and 14-01353, 14-01312 (Jointly Administered).

4. "Claim" shall mean any claim, as defined in 11 U.S.C. § 101(4).

5. "Code" shall mean the Bankruptcy Code of 1978, effective October 1, 1979, as amended, as set forth in Title 11 of the United States Code.

6. "Confirmation" shall mean the entry by the Court of an Order confirming this Plan of Reorganization under Chapter 11.

7. "Court" shall mean the United States Bankruptcy Court for the Northern District of West Virginia, or such other Court as may have jurisdiction of the debtor-in-possession with respect to this Chapter 11 case.

8. "Debtor-in-Possession" shall mean the debtors in these Chapter 11 cases.

9. "Effective Date" shall mean the date on which the Order confirming the Plan becomes final and non-appealable, and on which no appeal is pending. In the event such an appeal is pending, the debtor may elect an effective date notwithstanding that appeal. The beginning of payments is not identical to the effective date.

10. "Estate" shall mean the estate created by §541 of the Code, 11 U.S.C. §541, upon the filing of the Chapter 11 cases.

11. "Plan of Reorganization" and/or "Plan" shall mean this Chapter 11 Plan, as amended, in accordance with the terms hereof or modified in accordance with the Code.

12. "Filed" means filed with the Bankruptcy Court or in the case of a proof of claim or interest, deemed filed pursuant to §1111(a) of the Code.

13. "Final Order" means the Order of the Bankruptcy Court as to which any appeal that has been or may be taken has been resolved or as to which the time for appeal has expired.

14. "Pro-Rata" means that proportion of a Claim in a particular Class as that proportion bears to the aggregate amount of all finally Allowed Claims in that particular Class, and the total amount of all claims which are either contingent or disputed as of the date of any distribution under the Plan.

15. "Secured Claim" means any Claim secured by liens on property of the Debtors, which

liens are valid, properly perfected and enforceable under applicable law, are not subject to avoidance under the Bankruptcy Code or other applicable non-bankruptcy law, and are duly established in this case, to the extent that such Claims are not greater than the value of the Debtors' interest in the assets which are security for such Claim.

16. "Tax Claim" means any Claim entitled to priority treatment pursuant to Bankruptcy Code §507(a)(8).

17. "Unsecured Claim" unsecured claim means a pre-petition claim, for which either no proof of claim or application for allowance of a claim is filed, but has been listed by the Debtors in the schedules in an amount that is not indicated as disputed, contingent or unliquidated; or for the amount in a filed proof of claim or application for allowance of a claim where no objection has been interposed to the claim or proof of claim in the period established by the Court for filing such objection. Unsecured claims do not include any tax penalties which will receive no distribution under the Plan.

III. BACKGROUND

A. Description and History of the Debtor's Business

The Debtor, Reacon, Inc., is owned by Charles D. Whitacre and Charles L. Whitacre. The daughter of Charles D. Whitacre, Tricia Dovel, was an officer, but passed away during the pendency of the case. Reacon, Inc. historically has owned construction equipment utilized by Shenandoah Valley Construction, a partnership owned by Charles D. Whitacre and Charles L. Whitacre. Reacon, Inc. and Shenandoah Valley Construction were consolidated with Whitacre Farms, LLC, which has a common ownership. Reacon owned one improved piece of real estate that secures a debt to First United National Bank which has been conveyed to the bank. Prior to filing Reacon had transferred an improved piece of real estate to Edith Armel, an acquaintance of Charles D. Whitacre. That property has been sold for \$15,000.00. A closing occurred on September 9, 2016, and the net proceeds will be distributed to unsecured creditors of Reacon or pursuant to Court order. The net proceeds are being held by counsel. A separate piece of real estate with an unknown value, described as "4.253 Ac Cacapon Mtn Retreat" will be sold and the proceeds distributed to Reacon

creditors. It is assessed by the Hampshire County Assessor at a gross value of \$19,980.00. Additionally, prior to filing the debtor sold a tract of land with some older mobile homes to Eversoles Enterprises. The sale was by owner financing. Pursuant to court order the sale was consummated and counsel for the D.I.P. has those net proceeds, \$7,492.21, in his trust account.

Shenandoah Valley Construction owns a significant amount of equipment, valued at \$700,000.00. All of the equipment secures a loan at First United National Bank. The primary source of income for the consolidated Debtor is Shenandoah Valley Construction. It has historically been involved in various earth moving projects. Whitacre Farms, LLC formerly owned 1500 acres of farm land, and some rental units. It primarily performed farming operations. The real estate owned by any of the debtors, that secures debt to First United National Bank will not be retained, and has been effectively, and by Court order, transferred in lieu of foreclosure to the secured creditor

Charles H. Whitacre proposes to purchase certain real estate located on Dunmore Ridge, from the debtor for its agreed fair market value of \$815,000.00. Charles H. Whitacre is the grandson of Charles D. Whitacre. That real estate secures a loan to The Bank of Romney. Alternatively The Bank of Romney has proposed an agreement whereby it will refinance or enter an order relating to Charles D. Whitacre retaining his residence in exchange for a surrender of the real estate on Dunmore Ridge described as the Umps tract and certain rental properties. The debtor proposes to transfer the residential property to Edith Armel but subject to the lien proposed. The Bank of Romney may finance the residential real estate for a value of \$135,000.00, at WSJ prime plus 2, 20 year term, 5 year balloon. If an order is entered approving this resolution then the debtor or its principal will retain only the land encompassing Charles D. Whitacre's residence. Either resolution will have no impact on other creditors.

The Debtor had been involved in negotiations for a long term construction project during the bankruptcy case. The project was awarded to the debtor which will fund the reorganization. It is believed that if other phases of the project occur the debtor will be actively engaged for approximately one year from this filing.

Whitacre Farms, LLC., is believed to be owed \$200,000.00 by Royce Saville. The debtor has been in discussions with attorneys to pursue this matter. If successful, a collection of the funds would generate \$200,000.00 for unsecured creditors of Whitacre Farms, LLC., less attorney fees.

B. Insiders of the Debtor

Charles D. Whitacre
Charles L. Whitacre

C. Management of the Debtor Before and During the Bankruptcy

During the two years prior to the date on which the bankruptcy petitions were filed, the officers, directors, managers or other persons in control of the Debtor (collectively the “Managers”) were:

Charles D. Whitacre
Charles L. Whitacre
Tricia Dovel (now deceased)

D. Events leading to Chapter 11 Filing

The initial factor that contributed to the bankruptcy filing was a default by a general contractor in payment of over \$100,000.00 to the Debtor. Other factors include the general slow down in construction. The Debtor Shenandoah works primarily in West Virginia and Virginia and excavates and installs utility lines, constructs roadways and performs general excavation.

E. Significant Events During the Bankruptcy Case

The Debtor employed Thomas H. Fluharty as its bankruptcy counsel. Tricia Dovel, the daughter of Charles D. Whitacre, died earlier in the case history. She was significantly involved in

the administrative activities of the Debtor and her death left a void in the administration role. Charles L. Whitacre largely fills that role in addition to being involved in day to day operations and equipment operation. The debtor employed Lynn Poole for general accounting services.

During the course of the case it was determined that certain interests in real estate had been inadvertently omitted. Two will benefit unsecured creditors in Reacon and the other will benefit Whitacre Farms unsecured creditors. In addition, the debtor asserts that it is owed approximately \$200,000.00 by Royce Saville, a Romney attorney. The debtor is soliciting a lawyer to pursue the debt on a contingency agreement.

The debtor has surrendered most of its real estate to assist with debt service. At the filing of this disclosure statement further discussions are occurring with The Bank of Romney concerning its remaining real estate.

F. Projected Recovery of Avoidable Transfers

The Debtor was the beneficiary of a loan obtained by Tricia Dovel. The Debtor made payments on the loan post petition which will be repaid by Tricia Dovel's surviving spouse or by the principals from their income.

G. 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 claims are set forth in Article V of the Plan.

H. Current and Historical Financial Conditions

The Debtor, Shenandoah Valley, during the previous three years experienced a downward trend in its income. The following is a summary based upon available data:

Year	Debtor's Gross Income
2012	\$729,963.15
2013	\$700,000.00
2014	\$649,255.79
2015	\$428,537.68
2016 - projected	\$625,000-\$750,000.00

The Debtor's monthly operating reports reflect the following:

Month	Total Income	Total Expenses
December, 2014	\$ 0.00	\$ 0.00
January, 2015	\$23,269.68	\$11,506.93
February, 2015	\$ 9,999.98	\$16,272.78
March, 2015	\$ 37,587.59	\$26,423.78
April, 2015	\$ 66,500.00	\$25,826.41
May, 2015	\$ 0.00	\$52,003.23
June, 2015	\$133,538.11	\$94,514.67
July, 2015	\$ 50,000.00	\$42,179.68
August, 2015	\$ 15,000.00	\$38,193.33
September, 2015	\$ 44,142.32	\$26,715.71
October, 2015	\$ 15,000.00	\$38,334.49
November, 2015	\$ 20,000.00	\$ 9,644.45
December, 2015	\$ 13,500.00	\$19,433.44
January, 2016	\$ 10,000.00	\$10,370.00
February, 2016	\$ 15,326.39	\$19,350.14
March, 2016	\$ 29,780.00	\$26,141.71
April, 2016	\$ 27,000.00	\$29,308.09
May, 2016	\$ 67,500.00	\$31,141.04
June, 2016	\$ 0.00	\$35,282.17
July, 2016	\$ 40,500.00	\$28,534.50
August, 2016	\$ 63,536.00	\$40,465.35

The Debtor has been engaged for excavation services on a development in its business area. The Debtor has conducted activities in the past for this particular customer without any complications with payment. It is estimated that the project will last at least approximately one to three years subsequent to this filing.

The Debtor has surrendered the real estate that has generated any farm income in the past

securing First United National Bank. The debtor will surrender or sell its rental properties and Dunmore Ridge property other than residential real estate of the principal. The debtor has proposed to sell one large tract of land described in Class 6. The secured lender has discussed an alternative treatment that impacts a portion of the property described as “House” in Class 4 which may be agreed to and does not impact other creditors.

The identity and fair market value of the estate’s assets are listed in Exhibit B.

The most recent post-petition operating report filed since the commencement of the Debtor’s bankruptcy case is set forth in Exhibit C. Exhibit D is a liquidation analysis of the Debtor.

IV. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. What is the 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.

B. 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 Plan Proponent 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	None	N/A
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	None	N/A
Professional Fees, as approved by the Court	\$35,000.00 (estimated)	Paid in full on the effective date of the Plan, or according to court order if such fees have not been approved by the Court on the effective date of the Plan
Clerk's Office Fees	None	N/A
Other Administrative Expenses	None	N/A
Office of the U.S. Trustee Fees	None	N/A
TOTAL	\$35,000.00	See above

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, it must receive the present value of such claim, in regular installments paid over a period not to exceed 5 years from the order of relief.

The following Priority Tax Claims are filed:

Creditor	Amount
WV Dept. of Tax & Revenue	\$40.67
Internal Revenue Service	\$14,328.69
Virginia Dept. of Taxation	\$12,173.33
Shenandoah County Treasurer	\$146,047.47

Internal Revenue Service	\$544.74
WV Dept. of Tax & Revenue	\$10,000.00
Internal Revenue Service	\$2.72

The Debtor is reviewing claims. It is believed Claim No. 10 filed by the Shenandoah County Treasurer’s Office is overstated by \$165,414.23. The claim itself is in the sum of \$221,353.27. The debtor is unable to determine the basis for \$218,316.47 of this claim and therefore asserts this claim should not exceed \$3,036.80. Debtor will file an objection in order to determine the amount of the claim. The Debtor does not believe there is any priority tax due to the West Virginia Department of Tax and Revenue by Whitacre Farms which would eliminate the \$10,000.00 claim. Consequently, the Debtor asserts the balance on all priority tax claims will be approximately \$30,126.95.

Payments will begin on the 30th day after confirmation or a final order on any objection, the latter of the two. Payments, assuming a \$30,126.95 balance would be approximately \$800.00 per month. Any individual allowed claim less than \$600.00 would be paid in full first and then the budgeted amount distributed pro rata to priority tax creditors whose allowed claims exceed \$600.00.

C. 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:

1. *Classes of Secured Claims*

Allowed Secured Claims secured by property of the Debtor’s bankruptcy estate:

Class #	Description	Insider (Yes or No)	Impairment	Treatment
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<p>1</p>	<p><i>Secured Claim of:</i> CNH Industrial Capital America</p> <p><i>Collateral description:</i> NH Discbine H7450</p> <p><i>Allowed:</i> Secured Amount-\$4,186.08</p> <p><i>Principal Owed-</i> \$4,186.08</p> <p><i>Pre-petition Arrearage-</i>0.00</p> <p><i>Total Claim-</i>\$4,186.08</p>	<p>No</p>	<p>Impaired</p>	<p>Monthly Pmt- \$78.04</p> <p>Pmts Begin-30 days after confirmation</p> <p>Pmts End-After 60 consecutive payments</p> <p>(Balloon Pmt)- N/A</p> <p>Interest Rate- 4.5%</p> <p>Treatment of Lien= Regular Monthly Payment</p> <p>Additional pmt required to cure defaults= N/A</p>
<p>2.</p>	<p><i>Secured Claim of:</i> First United National Bank & Trust</p> <p><i>Collateral Description:</i> House and Lot, HC 65, Box 9180, Romney, WV</p> <p><i>Secured Amount:</i> \$139,422.55</p>	<p>No</p>	<p>Impaired Debtor has surrendered the real estate.</p>	<p>Principal Amortized-N/A</p> <p>Monthly Pmt-N/A</p> <p>Pmts Begin-N/A</p> <p>Pmts End-N/A</p> <p>Balloon Pmt-N/A</p> <p>Interest Rate-N/A</p> <p>Treatment of Lien-Modified</p> <p>Additional pmt required to cure defaults-None</p>

3	<p><i>Secured claim of:</i> First United National Bank & Trust</p> <p><i>Collateral description:</i> Equipment</p> <p><i>Allowed Secured Amount:</i> \$700,000.00</p> <p><i>Priority of Lien:</i> First</p> <p><i>Principal Owed:</i> \$1,115,481.53</p> <p><i>Total Claim:</i> \$1,115,481.53</p>	No	<p>Impaired</p> <p>Debtor will amortize this debt based on a value of \$700,000.00 at 7.5%, based on a 10 year amortization.</p>	<p>Monthly Pmt- \$8,309.12</p> <p>Pmts Begin-30 days after confirmation</p> <p>Pmts End-after 120 consecutive payments</p> <p>Balloon Pmt- 36 months</p> <p>Interest Rate-7.5%</p> <p>Treatment of Lien- Regular Monthly Payment</p> <p>Additional pmt required to cure defaults- N/A</p>
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<p>4.</p>	<p><i>Secured claim of:</i> The Bank of Romney</p> <p><i>Collateral Description:</i> Apt. Bldg., Office Bldg., House and two acres</p> <p><i>Principal Owed:</i> \$262,203.66</p> <p><i>Priority of Lien:</i> First</p> <p><i>Allowed Secured Amount:</i> \$262,203.66</p> <p><i>Total Claim:</i> \$262,203.66</p>	<p>No</p>	<p>Impaired</p> <p>The debtor may retain part of this real estate based on negotiations with the secured party. In any event a final resolution would not impact unsecured creditors inasmuch as the value of the real estate does not exceed the amount of the secured debt.</p>	<p>Principal Amortized-\$135,000.00</p> <p>Monthly Pmt-\$928.65</p> <p>Pmts. Begin-30 days after confirmation</p> <p>Pmts. End-after 240 consecutive payments</p> <p>Balloon Pmt- 5 years</p> <p>Interest Rate- 2% + WSJ prime</p> <p>Treatment of Lien-Modified</p> <p>Additional pmt. Required to cure defaults-None</p> <p>The Bank of Romney and the debtor are negotiating a resolution of this claim which impacts this real estate and the real estate described as the "Umps" property in claim 6 and 7. If resolved, the debtor or its principal would retain the residential house valued at its fair market value of \$135,000.00, at WSJ prime + 2%, 20 years, 5 year balloon. Remaining real estate to be sold or surrendered.</p>
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<p>5.</p>	<p><i>Secured Claim of:</i> Brent and Beverly Berg</p> <p><i>Collateral description:</i> Berg Farm</p> <p><i>Allowed Secured Amount:</i> \$60,000.00</p> <p><i>Priority of Lien:</i> First</p> <p><i>Principal Owed:</i> \$483,840.77</p> <p><i>Total Claim:</i> \$483,840.77</p>	<p>No</p>	<p>Impaired- This property was transferred to Beverly Berg in satisfaction of the debt.</p>	<p>In the event that the collateral other than the residence is liquidated and if the remaining debt is less than \$135,000.00 after the application of the proceeds to the notes, the amortized debt will be the lesser of \$135,000.00 or the remaining balance and the payment adjusted accordingly.</p> <p>Monthly Pmt- N/A</p> <p>Pmts Begin- N/A</p> <p>Pmts End- N/A</p> <p>Balloon Pmt.- N/A</p> <p>Interest Rate- N/A</p> <p>Treatment of Lien- Modified</p> <p>Additional pmt required to cure defaults- N/A</p>
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6.	<p><i>Secured Claim of:</i> The Bank of Romney</p> <p><i>Collateral description:</i> 361.73 acres, Dunmore Ridge Road, Augusta, WV</p> <p><i>Priority of Lien:</i> First</p> <p><i>Principal Owed:</i> \$756,949.72</p> <p><i>Allowed Secured Claim:</i> \$756,949.72</p> <p><i>Total Claim:</i> \$756,949.72</p> <p>See Claim 4</p>	No	<p>The debtor will apply to sell this real estate to Charles Hickory Whitacre for its fair market value \$815,000.00 by December 31, 2016.</p> <p>See Claim 4</p>	
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<p>7.</p>	<p><i>Secured claim of:</i> Harold & Carol Umps</p> <p><i>Collateral description:</i> 361.73 Acres, Dunmore Ridge Road, Augusta, WV</p> <p><i>Allowed Secured Amount:</i> \$0.00</p> <p><i>Priority of Lien:</i> Second</p> <p><i>Principal Owed:</i> \$300,000.00</p> <p><i>Pre-pet .Arrearage:</i> Unknown</p> <p><i>Total Claim:</i> Unknown</p> <p>See Claim 4</p>	<p>No</p>	<p>Impaired The claim of Harold & Carol Umps is effectively an unsecured claim due to the value of the real estate and the secured debt of The Bank of Romney. In the event of a sale of the property that exceeds the debt to The Bank of Romney, excess proceeds will be paid to this creditor.</p>	<p>Monthly Pmt- \$0.00</p> <p>Pmts. Begin-N/A</p> <p>Pmts. End-N/A</p> <p>Balloon Pmt-N/A</p> <p>Interest Rate-4.5%</p> <p>This claim will be treated as a general unsecured claim in Class 13</p>
<p>8</p>	<p><i>Secured Claim of:</i> Harold Parsons Trust</p> <p><i>Collateral description:</i> 130 Acres</p> <p><i>Allowed Secured Amount:</i> \$430,000.00</p> <p><i>Priority of Lien:</i> First</p> <p><i>Principal Owed:</i> \$430,000.00</p> <p><i>Total Claim:</i> \$430,000.00</p>	<p>No</p>	<p>Debtor has surrendered this real estate in satisfaction of the debt</p>	<p>Monthly Pmt.- N/A</p> <p>Pmts. Begin- N/A</p> <p>Pmts. End- N/A</p> <p>Balloon Pmt- N/A</p> <p>Interest Rate- N/A\</p> <p>Treatment of Lien- Modified</p> <p>Additional pmt. required to cure defaults- N/A</p>

9	<p><i>Secured Claim of:</i> First United National Bank & Trust</p> <p><i>Collateral description:</i> 980 Acre Long Farm</p> <p><i>Allowed Secured Amount:</i> \$1,866,714.33</p> <p><i>Priority of Lien:</i> First & Second</p> <p><i>Principal Owed:</i> \$1,866,714.33</p> <p><i>Pre-pet. Arrearage:</i> Unknown</p> <p><i>Total Claim:</i> \$2,866,714.33</p>	No	Debtor has surrendered this real estate.	<p>Monthly Pmt- \$0.00</p> <p>Pmts. Begin- N/A</p> <p>Pmts. End- N/A</p> <p>Balloon Pmt.- N/A</p> <p>Interest Rate- N/A</p> <p>Treatment of Lien- Regular Monthly Payment</p> <p>Additional pmt. required to cure defaults- N/A</p>
10	<p><i>Secured claim of:</i> WV Dept. of Tax & Revenue</p> <p><i>Allowed Secured Amount:</i> \$429.75</p> <p><i>Priority of Lien-</i> Second/Third</p>	No	Impaired	Paid in full 30 days after confirmation

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.

There are no classes containing claims under §§ 507 (a) (1), (4), (5), (6) and (7) of the Code.

3. *Class(es) 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.

11	<i>General Unsecured claim of:</i> Bank of Romney	Impaired	This loan is secured by real estate formerly owned by the Audrey C. Saville Trust. This property has been surrendered. Any deficiency will be treated as a general unsecured claim in Class 13.
12	<i>Unsecured claim of:</i> WV Dept. Of Tax & Revenue	Impaired	Paid in full 90 days after confirmation
13	<i>Other claims:</i> All remaining unsecured creditors or unsecured portions of claims	Impaired	These creditors will receive a distribution of 5% of their claim or deficiency in sixty equal payments beginning 180 days after confirmation.

4. *Class(es) of Equity Interest Holders*

Equity interest holders are parties who hold an ownership 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 equity holders in this case are Charles D. Whitacre and Charles L. Whitacre. Charles D. Whitacre and Charles L. Whitacre add value by operating the business, satisfying the absolute priority rule.

Class #	Description	Impairment	Treatment
14	Equity Interest Holders	Impaired	Members or Stockholders will retain their interest. They will waive any past due payroll due them or any pre or post petition cash advances they have made for operations.

D. Means of Implementing the Plan

1. *Source of Payments*

Payments and distributions under the Plan will be funded by the following:

The Debtor will continue to conduct construction activities and manage its rentals. The Debtor was awarded a project that should gross approximately \$50-75,000.00 per month.

2. *Post-Confirmation Management*

The Post-Confirmation Managers of the Debtor, and their compensation, shall be as follows:

Name	Affiliations	Insider (yes or no)	Position	Compensation
Charles D. Whitacre	Stockholder, Member, etc.	yes	Owner	*\$1,000.00/week
Charles L. Whitacre	Stockholder, Member, etc.	yes	Owner	*\$1,000.00/week

* Both owners receive an IRS form 1099 for their income and are responsible for any applicable taxes.

E. Risk Factors

The proposed Plan has the following risks:

It is not believed that there are any serious risk factors with this Debtor. The real estate and equipment is well maintained. The primary risk factor is injury to the principals. A continuing problem is the ability to find qualified equipment operators.

F. Executory Contracts and Unexpired Leases

The Plan, in Exhibit 5.1, 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. Exhibit 5.1 also lists 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 in Exhibit 5.1 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.

The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of a Lease or Contract is _____. Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

G. Tax Consequences of the Plan - Disclaimer of Tax Aspects and Consequences

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.

No information is contained in this Plan to address the tax impact, if any, of the plan upon any creditor. It is not anticipated that the plan will affect third parties. Some creditors may be able to claim a loss for tax purposes. Please consult your tax advisor. Neither the debtor nor its advisors render an opinion on the tax consequences to creditors, interest holders, or other parties in interest.

V. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a Chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

A. Who May Vote or Object

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed for voting purposes and (2) impaired.

In these cases, the Plan Proponent believes that classes 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 are impaired and that holders of claims in each of these classes, except class 14, are therefore entitled to vote to accept or reject the Plan.

1. *What is an Allowed Claim or an Allowed Equity Interest?*

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest holder has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a proof of claim in this case was October 8, 2015.

2. *What is an Impaired Claim or Impaired Equity Interest?*

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. *Who is Not Entitled to Vote?*

The holders of the following five types of claims and equity interests are *not* entitled to vote:

- Holders of claims and equity interests that have been disallowed by an order of the Court
- Holders of other claims or equity interests that are not “allowed claims” or “allowed equity interests” (as discussed above), unless they have been “allowed” for voting purposes.
- Holders of claims or equity interests unimpaired
- Holders of claims entitled to priority pursuant to §§ 507 (a)(2), (a)(3), and (a) (8) of the Code; and
- Holders of claims or equity interest in classes that do not receive or retain any value under the Plan:
- Administrative expenses.

Even if you are not entitled to vote on the Plan, you have a right to object to the Confirmation of the Plan and to the adequacy of the Disclosure Statement.

4. *Who Can Vote in More Than One Class?*

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise holds claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cram-down” on non-accepting classes, as discussed later in Section B.2.

1. *Votes Necessary for a Class to Accept the Plan*

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half ($1/2$) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds ($2/3$) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan, if the holders of at least two-thirds ($2/3$) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Non-Accepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner prescribed by § 1129 (b) of the Code. A Plan that binds non-accepting classes is commonly referred to as a “cram-down” Plan. The Code allows the Plan to bind non-accepting classes of claims or equity interests if it meets all of the requirements of consensual confirmation except the voting requirements of § 1129 (a)(8) of the Code, does not “discriminate unfairly,” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

You should consult your attorney if a “cram-down” confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.

C. 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. A liquidation analysis is attached to this Disclosure as Exhibit D.

An alternative to the Debtor's Plan would be under Chapter 7. In the event of a liquidation under Chapter 7, the Court would appoint a Chapter 7 Trustee. It is highly unlikely that the Trustee would operate the debtor's business.

Effectively all of the debtors assets secure debt to two banks. There are no available assets for unsecured creditors resulting in a 0% distribution to them.

D. 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, or the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

As stated above, the debtor believes that a liquidation would result in no distribution to unsecured creditors. The automatic stay would be lifted and all of the debtors real and personal property would be liquidated by the principal secured creditors.

The debtor believes that payments to creditors provided in the plan will return more to unsecured creditors than they would receive under liquidation.

The debtors negotiated a long term project that will keep the debtor active for at least 10 months. The debtor should gross \$50-75,000.00 per month and was able to fund startup costs. Confirmation preserves jobs, the residences of the principals and some payment to creditors. The Court must determine if the debtor's plan is feasible, not guaranteed.

VI. EFFECT OF CONFIRMATION OF THE PLAN

A. Discharge of Debtor

Discharge. Confirmation of the Plan does not discharge any debt provided for in the Plan until the Court grants a discharge on completion of all payments under the Plan, or as otherwise provided in §1141 (d)(5) of the Code. Debtor will not be discharge from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007 (c) of the Federal Rules of Bankruptcy Procedure.

B. Modification of Plan

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new Disclosure Statement and/or re-voting on the Plan.

Upon request of the Debtor, the United States Trustee, or the holder of an allowed unsecured claim, the Plan may be modified at any time after confirmation of the Plan but before the completion

of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take account of any payment of the claim made other than under the Plan.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, 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. The case will close upon substantial consummation and reopen after all plan payments are completed for a discharge.

VII. OTHER PLAN PROVISIONS

None

**Shenandoah Valley Construction, Reacon, Inc.
Whitacre Farms, LLC**

By: _____
Signature of the Plan Proponent

Its: _____

/s/ Thomas H. Fluharty
Thomas H. Fluharty, #1231
Signature of the Attorney for the Plan Proponent

EXHIBIT A - Proposed Plan of Reorganization

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

IN RE: SHENANDOAH VALLEY CONSTRUCTION, REACON, INC.
WHITACRE FARMS, LLC, BK. NO. 14-1352 (Lead Case)
Bk. No. 14-1353, 14-1312
(Jointly Administered)

Debtors. Chapter 11

AMENDED PLAN OF REORGANIZATION
DATED OCTOBER 7, 2016

ARTICLE I
SUMMARY

This Amended Plan of Reorganization (the “Plan”) under Chapter 11 of the Bankruptcy Code (the “Code”) proposes to pay creditors of Shenandoah Valley Construction, Reacon, Inc. and Whitacre Farms, LLC (the “Debtor”) from future income. The debtor has negotiated a contract that should produce gross income of \$50-75,000.00 per month. It will surrender certain valuable real estate and may sell a portion of its real estate.

This Plan provides for classes of secured claims; classes of unsecured claims; and one class of equity security holders. Unsecured creditors holding allowed claims will receive distributions. Certain creditors will receive 5% of their claim. This Plan also provides for the payment of administrative and priority claims.

All creditors and equity security holders should refer to Article 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 claim of CNH Capital America, secured by a NH Discbine
- 2.02 Class 2. The claim of First United National Bank and Trust, secured by 1.5 acres plus a house
- 2.03 Class 3. The claim of First United National Bank and Trust, secured by all equipment of the Debtor except the Discbine

- 2.04 Class 4. The claim of Bank of Romney, secured by an apartment, office and a residence
- 2.05 Class 5. The claim of Brent and Beverly Berg, secured by the “Berg” farm
- 2.06 Class 6. The claim of Bank of Romney, secured by 361 acres (Ump Farm)
- 2.07 Class 7. The claim of Harold and Carol Umps, secured by the Umps Farm
- 2.08 Class 8. The claim of the Harold Parsons Trust, secured by 130 acres
- 2.09 Class 9. The claim of First United National Bank & Trust, secured by 980 acres (Long Farm)
- 2.10 Class 10. The claim of WV Department of Tax and Revenue, secured by all assets
- 2.11 Class 11. Unsecured claim of Bank of Romney (Secured by non-debtor related real estate)
- 2.12 Class 12. Unsecured claim of WV Department of Tax and Revenue
- 2.13 Class 13. All other unsecured creditors/claims

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

- 3.01 Unclassified Claims. Under § 1123 (a)(1), administrative expense claims, “gap” period claims in an involuntary case allowed under §502(f) of the Code, 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, and a “gap” claim in an involuntary case allowed under § 502(f) of the Code, will be paid in full on the effective date of this Plan (as defined in Article VII), in case, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor, subject to Court order.
- 3.03 Priority Tax Claims. Each holder of an allowed priority tax claim will be paid in equal installments.
- 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 on the effective date.

ARTICLE IV
TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

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

Class	Impairment	Treatment
Class 1- Secured claim of CNH Capital America	Impaired	Monthly payments of \$78.04 beginning 30 days after confirmation, there is no balloon payment; the interest rate is 4.5%, treatment of lien is regular monthly payments
Class 2- Secured claim of First United Bank and Trust	Impaired	Surrender the real estate in lieu of any other payment
Class 3- Secured claim of First United Bank and Trust	Impaired	Monthly payments of \$8,309.12; beginning 30 days after confirmation; there is a balloon payment; the interest rate is 7.5%; treatment of lien is regular monthly payments for 120 months, 36 month balloon
Class 4- Secured claim of The Bank of Romney	Impaired	Monthly payments of \$928.65; beginning 30 days after confirmation; 20 year term, 60 month balloon, interest at WSJ prime plus 2 on fmv /\$135,000.00 on house. Balance of real estate to be sold or surrendered. If sold all funds will be paid to the secured lienholder.
Class 5 - Secured claim of Brent & Beverly Berg	Impaired	Surrender the real estate by transfer to Beverly Berg in lieu of the debt
Class 6 - Secured claim of The Bank of Romney	Impaired	The debtor anticipates selling this real estate to Charles H. Whitacre for fair market value. Alternatively the debtors will surrender the real estate. Either event will have no impact on other creditors.
Class 7- Secured claim of Harold and Carol Ump	Unimpaired	The lien of Harold and Carol Ump is effectively unsecured due to the balance owed to The Bank of Romney - this claim will be treated the same as Class 13

Class 8- Secured claim of Harold Parsons Trust	Impaired	Surrender the real estate in lieu of the debt
Class 9- Secured claim of First United Bank & Trust	Impaired	Surrender the real estate in lieu of the debt
Class 10- Secured Claim of WV Dept of Tax & Revenue	Impaired	Paid in full 30 days after confirmation.
Class 11- Claim of Bank of Romney	Impaired	This loan was secured by real estate formerly owned by the Audrey C. Saville Trust. The Bank of Romney is in the process of foreclosing on this property. Any deficiency will be treated the same as Class 13
Class 12- Unsecured Claim of the WV Dept. Of Tax & Revenue	Impaired	Paid in full 90 days after confirmation.
Class 13- All remaining unsecured creditors or unsecured portions of claims	Impaired	These creditors will receive a distribution of 5% of their claim or deficiency in sixty equal payments beginning 180 days after confirmation.
Class 14- Equity Interest Holders	Impaired	Members or stockholders will retain their interest. They will waive any past due payroll due them or any pre or post petition nominal cash advances they have made for operation.

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 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
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.01 Assumed Executory Contracts and Unexpired Leases.

- (a) None
- (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 The plan will be implemented by the Debtor continuing to conduct construction activities and farming. The Debtors are negotiating for the award of a significant project that should create income for three years.

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: No additional definitions
- 8.02 Effective Date of Plan. The effective date of this Plan is the thirtieth business day following the date of the entry of the Order of Confirmation. But if a stay of the Confirmation Order is in effect on that date, the effective date will be the first business day after that date on which no stay of the confirmation order is in effect, provided the Confirmation Order has not been vacated.
- 8.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operation of any other provision of this Plan.
- 8.04 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.
- 8.05 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

- 8.06 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 West Virginia govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.
- 8.07 Corporate Governance. The Debtor will be prohibited from issuing non-voting equity securities. The two stockholders will retain their percentage ownership as it existed at filing.

**ARTICLE IX
DISCHARGE**

- 9.01 Discharge. Confirmation of this Plan does not discharge any debt provided for in this Plan until the Court grants a discharge on completion of all payments under this Plan, or as otherwise provided in § 1141 (d)(5) of the Code. The Debtor will not be discharged from any debt except from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

**ARTICLE X
OTHER PROVISIONS**

None

Respectfully submitted,

**Shenandoah Valley Construction, Recon, Inc.
Whitacre Farms, LLC**

By: _____
Signature of the Plan Proponent

Its: _____

/s/ Thomas H. Fluharty
Thomas H. Fluharty, #1231
Signature of the Attorney for the Plan Proponent

EXHIBIT B - Identity and Fair Market Value of the Estate's Assets

Real Property

Description	Fair Market Value
930 Acres with Log House and 5 Farm Buildings, Long Farm, Romney, WV	\$ 0.00
364 Acres with 2 Hoop Barns and 1 Machine Shed, Dunmore Ridge, Augusta, WV	\$ 756,949.72
House and 2 acres	\$ 135,000.00
Armel House	\$ 15,000.00
Contract with Eversoles Enterprises	\$ 13,300.00
4.253 Ac Cacapon Mtn Retreat	\$ unknown
Saville Claim	\$ 200,000.00

Personal Property

Description	Owner's Value	Appraiser's Value
Moxy 30 rock truck (off road)	\$15,000.00	\$10,000.00
Cat D 25 rock truck (off road)	\$15,000.00	Not on appraisal
Gallion Roller	\$ 5,000.00	\$ 1,500.00
Case 590 L backhoe, SN: JAB0017180	\$15,000.00	\$12,000.00
Cat 963 track dozer	\$15,000.00	\$10,000.00
Case Dozer 1150, SN: JJG0257846	\$30,000.00	\$25,000.00
Wacker/Trencher	\$ 5,000.00	\$ 5,000.00
Case 1150G Track Dozer, SN:JJG0257661	\$25,000.00	\$21,000.00
Cat Dozer D8H	\$15,000.00	\$10,000.00

Description	Owner's Value	Appraiser's Value
Komatsu D65EX, SN:63551	\$22,000.00	\$22,000.00
Case Excavator CX 135SR SN; DAC151495	\$80,000.00	\$25,000.00
2003 Daewoo Excavator 225LCV SN: 1075	\$45,000.00	\$25,000.00
2003 Vibromax Roller 1105 SN: JKC8309405	\$25,000.00	\$18,500.00
2005 Takeuchi Compact Loader TL150 SN: 21501229	\$18,000.00	\$16,000.00
2007 Case Wheel Loader 221 E SN: 36903	\$25,000.00	\$25,000.00
2007 Doppstadt Grinder DW-2060 SA SN: W0930732462D07032	\$80,000.00	\$130,000.00
2006 Takeuchi Excavator 175 SN: 17513227	\$45,000.00	\$16,000.00
Takeuchi Compact Loader TL250 SN; 225000552	\$25,000.00	\$27,000.00
Case Skid Steer 465 SN: N5M404354	\$20,000.00	\$18,000.00
Case 721 Wheel Loader SN: JEE0125599	\$35,000.00	Not on appraisal
2- Cat 621 E Scraper, SN: 6AB01430	\$40,000.00	\$14,000.00
1-Volvo Rock Truck	\$25,000.00	\$15,000.00
1-Komatsu 220 Excavator, SN: A82179	\$15,000.00	\$12,000.00
Case 621 E Motor Scraper, SN: 48Z00159	Not on Schedules	\$14,000.00
NH Discbine	Not on Schedules	Not on appraisal
TOTAL	\$640,000.00	\$472,000.00

EXHIBIT C - Most Recent Post-Petition Operating Report

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

UNITED STATES BANKRUPTCY COURT

In re Shenandoah Valley Construction
Debtor

Case No. 14-1352

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: August 2016

Date filed: _____

Line of Business: Construction

NAISC Code: _____

IN ACCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED STATES CODE, I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED THE FOLLOWING SMALL BUSINESS MONTHLY OPERATING REPORT AND THE ACCOMPANYING ATTACHMENTS AND, TO THE BEST OF MY KNOWLEDGE, THESE DOCUMENTS ARE TRUE, CORRECT AND COMPLETE.

RESPONSIBLE PARTY:

Original Signature of Responsible Party

Charles W. Lane

Printed Name of Responsible Party

Questionnaire: (All questions to be answered on behalf of the debtor.)

	Yes	No
1. IS THE BUSINESS STILL OPERATING?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. HAVE YOU PAID ALL YOUR BILLS ON TIME THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. DID YOU PAY YOUR EMPLOYEES ON TIME?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. HAVE YOU DEPOSITED ALL THE RECEIPTS FOR YOUR BUSINESS INTO THE DIP ACCOUNT THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. HAVE YOU FILED ALL OF YOUR TAX RETURNS AND PAID ALL OF YOUR TAXES THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. HAVE YOU TIMELY FILED ALL OTHER REQUIRED GOVERNMENT FILINGS?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. HAVE YOU PAID ALL OF YOUR INSURANCE PREMIUMS THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. DO YOU PLAN TO CONTINUE TO OPERATE THE BUSINESS NEXT MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. ARE YOU CURRENT ON YOUR QUARTERLY FEE PAYMENT TO THE U.S. TRUSTEE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. HAVE YOU PAID ANYTHING TO YOUR ATTORNEY OR OTHER PROFESSIONALS THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. DID YOU HAVE ANY UNUSUAL OR SIGNIFICANT UNANTICIPATED EXPENSES THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. HAS THE BUSINESS SOLD ANY GOODS OR PROVIDED SERVICES OR TRANSFERRED ANY ASSETS TO ANY BUSINESS RELATED TO THE DIP IN ANY WAY?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. DO YOU HAVE ANY BANK ACCOUNTS OPEN OTHER THAN THE DIP ACCOUNT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

- 14. HAVE YOU SOLD ANY ASSETS OTHER THAN INVENTORY THIS MONTH?
- 15. DID ANY INSURANCE COMPANY CANCEL YOUR POLICY THIS MONTH?
- 16. HAVE YOU BORROWED MONEY FROM ANYONE THIS MONTH?
- 17. HAS ANYONE MADE AN INVESTMENT IN YOUR BUSINESS THIS MONTH?
- 18. HAVE YOU PAID ANY BILLS YOU OWED BEFORE YOU FILED BANKRUPTCY?

TAXES

DO YOU HAVE ANY PAST DUE TAX RETURNS OR PAST DUE POST-PETITION TAX OBLIGATIONS?

IF YES, PLEASE PROVIDE A WRITTEN EXPLANATION INCLUDING WHEN SUCH RETURNS WILL BE FILED, OR WHEN SUCH PAYMENTS WILL BE MADE AND THE SOURCE OF THE FUNDS FOR THE PAYMENT.

(Exhibit A)

INCOME

PLEASE SEPARATELY LIST ALL OF THE INCOME YOU RECEIVED FOR THE MONTH. THE LIST SHOULD INCLUDE ALL INCOME FROM CASH AND CREDIT TRANSACTIONS. (THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)

TOTAL INCOME \$ 63536⁰⁰

SUMMARY OF CASH ON HAND

Cash on Hand at Start of Month \$ 12392⁵⁶

Cash on Hand at End of Month \$ 34491²⁴

PLEASE PROVIDE THE TOTAL AMOUNT OF CASH CURRENTLY AVAILABLE TO YOU TOTAL \$ 34491²⁴

(Exhibit B)

EXPENSES

PLEASE SEPARATELY LIST ALL EXPENSES PAID BY CASH OR BY CHECK FROM YOUR BANK ACCOUNTS THIS MONTH. INCLUDE THE DATE PAID, WHO WAS PAID THE MONEY, THE PURPOSE AND THE AMOUNT. (THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)

TOTAL EXPENSES \$ 40465³⁵

(Exhibit C)

CASH PROFIT

INCOME FOR THE MONTH (TOTAL FROM EXHIBIT B) \$ 63536⁰⁰

EXPENSES FOR THE MONTH (TOTAL FROM EXHIBIT C) \$ 40465³⁵

(Subtract Line C from Line B) CASH PROFIT FOR THE MONTH \$ 23070⁶⁵

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

(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 \$ 0

(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?

NUMBER OF EMPLOYEES AS OF THE DATE OF THIS MONTHLY REPORT?

2
4

PROFESSIONAL FEES

BANKRUPTCY RELATED:

PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD?

\$ 0

TOTAL PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE?

\$ 0

NON-BANKRUPTCY RELATED:

PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD?

\$ 0

TOTAL PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE?

\$ 0

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	\$ _____	\$ _____	\$ _____
EXPENSES	\$ _____	\$ _____	\$ _____
CASH PROFIT	\$ _____	\$ _____	\$ _____

TOTAL PROJECTED INCOME FOR THE NEXT MONTH: \$ _____

TOTAL PROJECTED EXPENSES FOR THE NEXT MONTH: \$ _____

TOTAL PROJECTED CASH PROFIT FOR THE NEXT MONTH: \$ _____

ADDITIONAL INFORMATION

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

S.V.C.

August 2016

Income

63,536.⁰⁰

Expenses

Payroll	14,965. ⁰⁰
Insurance	6,063. ³⁷
Bank of Romney	13,330. ⁶⁰
Fuel	1,955. ⁰⁹
parts	1,255. ³²
materials	1,135. ⁴⁹
oil	686. ⁰³
office supply	97. ⁰⁶
U.S. Trustee	977. ³⁴

40,465.³⁵



Account Statement

SHENANDOAH VALLEY CONSTRUCTION
 DIP 14-01352 OPERATING ACCT
 288 ROSE RD
 EDINBURG VA 22824-3849

Questions? Please call
 1-800-786-8787

LET'S MAKE FINANCIAL STRESS A THING OF THE PAST. WE'RE STARTING A MOVEMENT TO HELP AMERICANS MOVE TOWARD FINANCIAL CONFIDENCE. LET'S GET STARTED TODAY. JOIN THE MOVEMENT AT ONUP.COM.

Account Summary	Account Type	Account Number	Statement Period
	TOTAL BUSINESS BANKING	1000177427167	08/01/2016 - 08/31/2016

Description	Amount	Description	Amount
Beginning Balance	\$12,392.56	Average Balance	\$22,894.09
Deposits/Credits	\$63,536.00	Average Collected Balance	\$18,592.28
Checks	\$31,510.52	Number of Days in Statement Period	31
Withdrawals/Debits	\$9,926.80		
Ending Balance	\$34,491.24		

Deposits/Credits	Date	Amount	Serial #	DEPOSIT	Date	Amount	Serial #	DEPOSIT
	08/05	34,910.00			08/29	28,626.00		
Deposits/Credits: 2				Total Items Deposited: 2				

Checks	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid
	1405	850.00	08/01	1415	9,184.56	08/09	1424	850.00	08/22
	1406	1,000.00	08/02	1416	4,146.04	08/09	1425	1,000.00	08/19
	*1408	300.00	08/02	1417	300.00	08/16	1426	625.00	08/22
	1409	450.00	08/05	1418	1,000.00	08/15	1427	235.49	08/22
	1410	40.00	08/09	1419	850.00	08/15	*1429	977.34	08/30
	1411	1,000.00	08/05	1420	1,000.00	08/12	1430	190.68	08/29
	1412	1,000.00	08/05	1421	1,187.73	08/16	1431	1,000.00	08/26
	1413	850.00	08/08	1422	323.68	08/23	1432	850.00	08/29
	1414	300.00	08/05	1423	1,000.00	08/18	1433	1,000.00	08/26

Checks: 27 *Break in check sequence

Withdrawals/Debits	Date Paid	Amount	Serial #	Description
	08/01	565.69		ELECTRONIC/ACH DEBIT OPTIMA FINANCE PURCHASE 135590357
	08/01	100.00		ATM CASH WITHDRAWAL KERNSTOWN COMMONS WINCHESTER VA L823VA643 TR DATE 08/01
	08/01	47.81		CHECK CARD PURCHASE MIDDLETOWN LIBERTY MIDDLETOWN VA TR DATE 07/28
	08/01	140.50		CHECK CARD PURCHASE NAPA WOODSTK0026589 WOODSTOCK VA TR DATE 07/30
	08/01	39.25		POINT OF SALE DEBIT SHELL Service WINCHESTER VA 87787401 TR DATE 08/01
	08/01	98.95		POINT OF SALE DEBIT TRACTOR S 541 WOODSTOCK VA 39000200 TR DATE 08/01
	08/02	1.00		ATM MINI STATEMENT FEE
	08/02	17.89		CHECK CARD PURCHASE TOWN & COUNTRY SUPERET MOUNT JACKSONVA TR DATE 07/31



Account Statement

Withdrawals/Debits	Date Paid	Amount	Serial #	Description	
	08/02	55.15		POINT OF SALE DEBIT SHELL Service	TR DATE 08/02 WINCHESTER VA 87787401
	08/02	84.60		POINT OF SALE DEBIT LOWE'S #656	TR DATE 08/02 WINCHESTER VA 001
	08/03	17.33		POINT OF SALE DEBIT SHEETZ 0309	TR DATE 08/03 WINCHESTER VA 08159301
	08/03	50.52		POINT OF SALE DEBIT TRACTOR S 541	TR DATE 08/02 WOODSTOCK VA 39000200
	08/04	60.00		ATM CASH WITHDRAWAL KERNSTOWN COMMONS	TR DATE 08/04 WINCHESTER VA L823VA643
	08/04	23.21		POINT OF SALE DEBIT LOWE'S #2637	TR DATE 08/03 WOODSTOCK VA 001
	08/04	25.76		POINT OF SALE DEBIT FLYING J #752	TR DATE 08/04 CLEAR BROOK VA 87841201
	08/05	1.00		ATM MINI STATEMENT FEE	TR DATE 08/04
	08/05	10.43		CHECK CARD PURCHASE APPLIED IND TECH 2690	WINCHESTER VA
	08/05	24.88		CHECK CARD PURCHASE TRUCK PARTS UNLIMITED	TR DATE 08/04 WINCHESTER VA
	08/05	79.17		CHECK CARD PURCHASE TRUCK PARTS UNLIMITED	TR DATE 08/04 WINCHESTER VA
	08/05	80.26		CHECK CARD PURCHASE ANTRIM DIESEL SERVICE	TR DATE 08/03 GREENCASTLE PA
	08/05	34.99		POINT OF SALE DEBIT LOWE'S #656	TR DATE 08/05 WINCHESTER VA 001
	08/05	49.93		POINT OF SALE DEBIT FLYING J #752	TR DATE 08/05 CLEAR BROOK VA 87841201
	08/08	11.42		CHECK CARD PURCHASE H&E EQUIPMENT SERVICES	TR DATE 08/06 02253566113 LA
	08/08	48.07		CHECK CARD PURCHASE H&E EQUIPMENT SERVICES	TR DATE 08/06 02253566113 LA
	08/08	58.95		CHECK CARD PURCHASE MILLERS ACE HARDWARE	TR DATE 08/04 STEPHENS CITYVA
	08/08	260.30		CHECK CARD PURCHASE L & L HYDRAULICS	TR DATE 08/05 HAGERSTOWN MD
	08/09	100.00		ATM CASH WITHDRAWAL KERNSTOWN COMMONS	TR DATE 08/09 WINCHESTER VA L823VA643
	08/10	45.31		CHECK CARD PURCHASE MIDDLETOWN LIBERTY	TR DATE 08/08 MIDDLETOWN VA
	08/11	1.00		ATM MINI STATEMENT FEE	
	08/11	208.43		POINT OF SALE DEBIT TRACTOR S 541	TR DATE 08/11 WOODSTOCK VA 39000200
	08/15	100.00		ATM CASH WITHDRAWAL KERNSTOWN COMMONS	TR DATE 08/15 WINCHESTER VA L823VA643
	08/15	33.85		CHECK CARD PURCHASE MIDDLETOWN LIBERTY	TR DATE 08/11 MIDDLETOWN VA
	08/15	16.96		POINT OF SALE DEBIT SHEETZ 0701	TR DATE 08/14 MT JACKSON VA 08168501
	08/15	92.64		POINT OF SALE DEBIT TRACTOR S 541	TR DATE 08/12 WOODSTOCK VA 39000100
	08/15	97.06		POINT OF SALE DEBIT STAPLES 0351	TR DATE 08/12 WINCHESTER VA 08160423
	08/16	35.00		CHECK CARD PURCHASE SSC - WINCHESTER C	TR DATE 08/15 STEPHENS CITYVA
	08/16	19.65		POINT OF SALE DEBIT HOTTLE'S SERVI	TR DATE 08/16 MOUNT JACKSONVA 12115401
	08/16	25.25		POINT OF SALE DEBIT CARQUEST 1217	TR DATE 08/16 WINCHESTER VA 18170201
	08/17	12.91		CHECK CARD PURCHASE APPLIED IND TECH 2690	TR DATE 08/16 WINCHESTER VA
	08/17	62.11		CHECK CARD PURCHASE MILLERS ACE HARDWARE	TR DATE 08/15 STEPHENS CITYVA



Account Statement

Withdrawals/Debits	Date Paid	Amount	Serial #	Description	
	08/17	18.04		POINT OF SALE DEBIT	TR DATE 08/17
				MIDDLETOWN LIBERTY	MIDDLETOWN VA 11179201
	08/17	93.69		POINT OF SALE DEBIT	TR DATE 08/16
				TRACTOR S 541	WOODSTOCK VA 39000200
	08/17	132.43		POINT OF SALE DEBIT	TR DATE 08/16
				LOWE'S #2637	WOODSTOCK VA 001
	08/18	100.00		ATM CASH WITHDRAWAL	TR DATE 08/18
				KERNSTOWN COMMONS	WINCHESTER VA L823VA643
	08/18	14.36		CHECK CARD PURCHASE	TR DATE 08/16
				MIDDLETOWN LIBERTY	MIDDLETOWN VA
	08/18	52.80		POINT OF SALE DEBIT	TR DATE 08/17
				SHELL Service	EDINBURG VA 40088901
	08/19	1.00		ATM MINI STATEMENT FEE	
	08/19	13.10		CHECK CARD PURCHASE	TR DATE 08/18
				FERGUSON ENTERPRISES 1	540-542-0170 VA
	08/19	41.04		CHECK CARD PURCHASE	TR DATE 08/18
				JNO. S SOLENBERGER AND	WINCHESTER VA
	08/22	100.00		ATM CASH WITHDRAWAL	TR DATE 08/22
				PLEASANT VALLEY	WINCHESTER VA L147VA346
	08/22	17.91		POINT OF SALE DEBIT	TR DATE 08/22
				SHEETZ 0208	WINCHESTER VA 08099201
	08/22	24.70		POINT OF SALE DEBIT	TR DATE 08/21
				HOTTLE'S SERVI	MOUNT JACKSONVA 12115401
	08/22	142.24		POINT OF SALE DEBIT	TR DATE 08/19
				LOWE'S #2637	WOODSTOCK VA 001
	08/23	52.47		CHECK CARD PURCHASE	TR DATE 08/22
				SHEETZ 00007013	MT JACKSON VA
	08/23	18.41		POINT OF SALE DEBIT	TR DATE 08/23
				SHEETZ 0208	WINCHESTER VA 08099201
	08/23	89.98		POINT OF SALE DEBIT	TR DATE 08/22
				TRACTOR S 541	WOODSTOCK VA 39000200
	08/24	1.00		ATM MINI STATEMENT FEE	
	08/24	200.00		ATM CASH WITHDRAWAL	TR DATE 08/24
				PLEASANT VALLEY	WINCHESTER VA L147VA346
	08/24	317.67		CHECK CARD PURCHASE	TR DATE 08/23
				TRUCK PARTS UNLIMITED	WINCHESTER VA
	08/24	27.90		POINT OF SALE DEBIT	TR DATE 08/23
				MIDDLETOWN LIBERTY	MIDDLETOWN VA 11179201
	08/24	74.97		POINT OF SALE DEBIT	TR DATE 08/23
				LOWE'S #2637	WOODSTOCK VA 001
	08/25	80.00		CHECK CARD PURCHASE	TR DATE 08/23
				MILLERS ACE HARDWARE	STEPHENS CITYVA
	08/25	57.00		POINT OF SALE DEBIT	TR DATE 08/25
				SHELL Service	EDINBURG VA 40088901
	08/26	1.00		ATM MINI STATEMENT FEE	
	08/29	1.00		ATM MINI STATEMENT FEE	
	08/29	100.00		ATM CASH WITHDRAWAL	TR DATE 08/29
				KERNSTOWN COMMONS	WINCHESTER VA L823VA643
	08/29	29.55		POINT OF SALE DEBIT	TR DATE 08/29
				SHELL Service	EDINBURG VA 40088901
	08/29	110.51		POINT OF SALE DEBIT	TR DATE 08/26
				LOWE'S #2637	WOODSTOCK VA 001
	08/30	84.21		POINT OF SALE DEBIT	TR DATE 08/30
				LOWE'S #656	WINCHESTER VA 001
	08/31	1.00		ATM MINI STATEMENT FEE	
	08/31	5,037.03		ELECTRONIC/ACH DEBIT	
				OPTIMA FINANCE PURCHASE	138079985
	08/31	9.55		POINT OF SALE DEBIT	TR DATE 08/30
				LOWE'S #2637	WOODSTOCK VA 001
	08/31	45.01		POINT OF SALE DEBIT	TR DATE 08/31
				SHELL Service	EDINBURG VA 40088901

Withdrawals/Debits: 73



Account Statement

SHENANDOAH VALLEY CONSTRUCTION
 DP 14-0123 OPERATING ACCT
 232 HICKS RD
 EDINBURG, VA 22824

DATE 7/29/16

PAY TO THE ORDER OF Elvin Sei \$ 850.00
 eight hundred fifty and no/100

FOR PAYROLL

Signature: C. L. White

#00001405# 0510000201000177427167#

Ck # 1405 08/01 \$850.00

SHENANDOAH VALLEY CONSTRUCTION
 DP 14-0123 OPERATING ACCT
 232 HICKS RD
 EDINBURG, VA 22824

DATE 8/5/16

PAY TO THE ORDER OF Charles Whitacre \$ 1000.00
 one thousand and no/100

FOR PAYROLL

Signature: C. L. White

#00001411# 0510000201000177427167#

Ck # 1411 08/05 \$1,000.00

SHENANDOAH VALLEY CONSTRUCTION
 DP 14-0123 OPERATING ACCT
 232 HICKS RD
 EDINBURG, VA 22824

DATE 7/29/16

PAY TO THE ORDER OF Charles Whitacre \$ 1000.00
 one thousand and no/100

FOR PAYROLL

Signature: C. L. White

#00001406# 0510000201000177427167#

Ck # 1406 08/02 \$1,000.00

SHENANDOAH VALLEY CONSTRUCTION
 DP 14-0123 OPERATING ACCT
 232 HICKS RD
 EDINBURG, VA 22824

DATE 8/5/16

PAY TO THE ORDER OF Charles Whitacre \$ 1000.00
 one thousand and no/100

FOR PAYROLL

Signature: C. L. White

#00001412# 0510000201000177427167#

Ck # 1412 08/05 \$1,000.00

SHENANDOAH VALLEY CONSTRUCTION
 DP 14-0123 OPERATING ACCT
 232 HICKS RD
 EDINBURG, VA 22824

DATE 7/29/16

PAY TO THE ORDER OF Cody Hanes \$ 300.00
 three hundred and no/100

FOR PAYROLL

Signature: C. L. White

#00001408# 0510000201000177427167#

Ck # 1408 08/02 \$300.00

SHENANDOAH VALLEY CONSTRUCTION
 DP 14-0123 OPERATING ACCT
 232 HICKS RD
 EDINBURG, VA 22824

DATE 8/5/16

PAY TO THE ORDER OF Elvin Sei \$ 850.00
 eight hundred fifty and no/100

FOR PAYROLL

Signature: C. L. White

#00001413# 0510000201000177427167#

Ck # 1413 08/08 \$850.00

SHENANDOAH VALLEY CONSTRUCTION
 DP 14-0123 OPERATING ACCT
 232 HICKS RD
 EDINBURG, VA 22824

DATE 8/5/16

PAY TO THE ORDER OF Charles H. Whitacre \$ 450.00
 four hundred fifty and no/100

FOR PAYROLL

Signature: C. L. White

#00001409# 0510000201000177427167#

Ck # 1409 08/05 \$450.00

SHENANDOAH VALLEY CONSTRUCTION
 DP 14-0123 OPERATING ACCT
 232 HICKS RD
 EDINBURG, VA 22824

DATE 8/5/16

PAY TO THE ORDER OF Shenandoah Valley Construction \$ 300.00
 three hundred and no/100

FOR TAX ACCT

Signature: C. L. White

#00001414# 0510000201000177427167#

Ck # 1414 08/05 \$300.00

SHENANDOAH VALLEY CONSTRUCTION
 DP 14-0123 OPERATING ACCT
 232 HICKS RD
 EDINBURG, VA 22824

DATE 8/5/16

PAY TO THE ORDER OF Cody Hanes \$ 40.00
 forty and no/100

FOR PAYROLL

Signature: C. L. White

#00001410# 0510000201000177427167#

Ck # 1410 08/09 \$40.00

SHENANDOAH VALLEY CONSTRUCTION
 DP 14-0123 OPERATING ACCT
 232 HICKS RD
 EDINBURG, VA 22824

DATE 8/5/16

PAY TO THE ORDER OF Bank of America \$ 9184.56
 nine thousand one hundred eighty four and 56/100

FOR

Signature: C. L. White

#00001415# 0510000201000177427167#

Ck # 1415 08/09 \$9,184.56



Account Statement

SHEPANDOAH VALLEY CONSTRUCTION
DP 14-0223 OPERATING ACCT
228 ROOSE RD
EDMUNDS, VA 22824

DATE 8/5/16

PAY TO THE ORDER OF Bank of America

\$ 4,146.04

one thousand one hundred forty six and 04/100

FOR PAYMENT TO THE ORDER OF SUNTRUST

CHL Wllh

#00001416# 405100002041000177427167#

Ck # 1416 08/09 \$4,146.04

SHEPANDOAH VALLEY CONSTRUCTION
DP 14-0223 OPERATING ACCT
228 ROOSE RD
EDMUNDS, VA 22824

DATE 8/15/16

PAY TO THE ORDER OF Southern States

\$ 1,187.73

one thousand one hundred eighty seven and 73/100

FOR PAYMENT TO THE ORDER OF SUNTRUST

CHL Wllh

#00001421# 405100002041000177427167#

Ck # 1421 08/16 \$1,187.73

SHEPANDOAH VALLEY CONSTRUCTION
DP 14-0223 OPERATING ACCT
228 ROOSE RD
EDMUNDS, VA 22824

DATE 8/12/16

PAY TO THE ORDER OF Charles H. Whitacre

\$ 300.00

three hundred and 00/100

FOR PAYMENT TO THE ORDER OF SUNTRUST

CHL Wllh

#00001417# 405100002041000177427167#

Ck # 1417 08/16 \$300.00

SHEPANDOAH VALLEY CONSTRUCTION
DP 14-0223 OPERATING ACCT
228 ROOSE RD
EDMUNDS, VA 22824

DATE 8/15/16

PAY TO THE ORDER OF B Sale

\$ 323.68

three hundred twenty three and 68/100

FOR PAYMENT TO THE ORDER OF SUNTRUST

CHL Wllh

#00001422# 405100002041000177427167#

Ck # 1422 08/23 \$323.68

SHEPANDOAH VALLEY CONSTRUCTION
DP 14-0223 OPERATING ACCT
228 ROOSE RD
EDMUNDS, VA 22824

DATE 8/12/16

PAY TO THE ORDER OF Charles Whitacre

\$ 1,000.00

one thousand and 00/100

FOR PAYMENT TO THE ORDER OF SUNTRUST

CHL Wllh

#00001418# 405100002041000177427167#

Ck # 1418 08/15 \$1,000.00

SHEPANDOAH VALLEY CONSTRUCTION
DP 14-0223 OPERATING ACCT
228 ROOSE RD
EDMUNDS, VA 22824

DATE 8/18/16

PAY TO THE ORDER OF Charles Whitacre

\$ 1,000.00

one thousand and 00/100

FOR PAYMENT TO THE ORDER OF SUNTRUST

CHL Wllh

#00001423# 405100002041000177427167#

Ck # 1423 08/18 \$1,000.00

SHEPANDOAH VALLEY CONSTRUCTION
DP 14-0223 OPERATING ACCT
228 ROOSE RD
EDMUNDS, VA 22824

DATE 8/18/16

PAY TO THE ORDER OF Elvin See

\$ 850.00

eight hundred fifty and 00/100

FOR PAYMENT TO THE ORDER OF SUNTRUST

CHL Wllh

#00001419# 405100002041000177427167#

Ck # 1419 08/15 \$850.00

SHEPANDOAH VALLEY CONSTRUCTION
DP 14-0223 OPERATING ACCT
228 ROOSE RD
EDMUNDS, VA 22824

DATE 8/19/16

PAY TO THE ORDER OF Elvin See

\$ 850.00

eight hundred fifty and 00/100

FOR PAYMENT TO THE ORDER OF SUNTRUST

CHL Wllh

#00001424# 405100002041000177427167#

Ck # 1424 08/22 \$850.00

SHEPANDOAH VALLEY CONSTRUCTION
DP 14-0223 OPERATING ACCT
228 ROOSE RD
EDMUNDS, VA 22824

DATE 8/12/16

PAY TO THE ORDER OF Charles Whitacre

\$ 1,000.00

one thousand and 00/100

FOR PAYMENT TO THE ORDER OF SUNTRUST

CHL Wllh

#00001420# 405100002041000177427167#

Ck # 1420 08/12 \$1,000.00

SHEPANDOAH VALLEY CONSTRUCTION
DP 14-0223 OPERATING ACCT
228 ROOSE RD
EDMUNDS, VA 22824

DATE 8/19/16

PAY TO THE ORDER OF Charles Whitacre

\$ 1,000.00

one thousand and 00/100

FOR PAYMENT TO THE ORDER OF SUNTRUST

CHL Wllh

#00001425# 405100002041000177427167#

Ck # 1425 08/19 \$1,000.00



Account Statement

SHENANDOAH VALLEY CONSTRUCTION
DP 14-0122 OPERATING ACCT
228 PO BOX RD
EDMUNDS, VA 22624

1428

DATE 8/19/16

PAY TO THE ORDER OF Charles H. Whiteaker
Eight hundred sixty five and no/100

\$ 625.00

FOR payall

Chl Whiteaker

⑆00001428⑆ ⑆051000020⑆1000177427167⑆

Ck # 1426 08/22 \$625.00

SHENANDOAH VALLEY CONSTRUCTION
DP 14-0122 OPERATING ACCT
228 PO BOX RD
EDMUNDS, VA 22624

1431

DATE 8/25/16

PAY TO THE ORDER OF Charles Whiteaker
one thousand and no/100

\$ 1,000.00

FOR payall

Chl Whiteaker

⑆00001431⑆ ⑆051000020⑆1000177427167⑆

Ck # 1431 08/26 \$1,000.00

SHENANDOAH VALLEY CONSTRUCTION
DP 14-0122 OPERATING ACCT
228 PO BOX RD
EDMUNDS, VA 22624

1427

DATE 8/22/16

PAY TO THE ORDER OF H. N. Funkhouser
two hundred thirty five and 49/100

\$ 235.49

FOR oil

Chl Whiteaker

⑆00001427⑆ ⑆051000020⑆1000177427167⑆

Ck # 1427 08/22 \$235.49

SHENANDOAH VALLEY CONSTRUCTION
DP 14-0122 OPERATING ACCT
228 PO BOX RD
EDMUNDS, VA 22624

1432

DATE 8/25/16

PAY TO THE ORDER OF Elvia Sue
eight hundred eighty and no/100

\$ 850.00

FOR payall

Chl Whiteaker

⑆00001432⑆ ⑆051000020⑆1000177427167⑆

Ck # 1432 08/29 \$850.00

SHENANDOAH VALLEY CONSTRUCTION
DP 14-0122 OPERATING ACCT
228 PO BOX RD
EDMUNDS, VA 22624

1429

DATE 8/30/16

PAY TO THE ORDER OF U.S. trustee
nine hundred seventy seven and 34/100

\$ 977.34

FOR 2431701532

Chl Whiteaker

⑆00001429⑆ ⑆051000020⑆1000177427167⑆

Ck # 1429 08/30 \$977.34

SHENANDOAH VALLEY CONSTRUCTION
DP 14-0122 OPERATING ACCT
228 PO BOX RD
EDMUNDS, VA 22624

1433

DATE 8/25/16

PAY TO THE ORDER OF Charles Whiteaker
one thousand and no/100

\$ 1,000.00

FOR payall

Chl Whiteaker

⑆00001433⑆ ⑆051000020⑆1000177427167⑆

Ck # 1433 08/26 \$1,000.00

SHENANDOAH VALLEY CONSTRUCTION
DP 14-0122 OPERATING ACCT
228 PO BOX RD
EDMUNDS, VA 22624

1430

DATE 8/24/16

PAY TO THE ORDER OF Eric J. Is.
one hundred ninety and 65/100

\$ 190.65

FOR

Chl Whiteaker

⑆00001430⑆ ⑆051000020⑆1000177427167⑆

Ck # 1430 08/29 \$190.68

SUNTRUST BANK
 PO BOX 305183
 NASHVILLE TN 37230-5183

Page 1 of 2
 66/E00/0175/0 /74
 1000177425450
 08/31/2016
 0000



Account Statement

SHENANDOAH VALLEY CONSTRUCTION
 DIP 14-01352 TAX ACCOUNT
 288 ROSE RD
 EDINBURG VA 22824-3849

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Account Summary	Account Type	Account Number	Statement Period
	PRIMARY BUSINESS CHECKING	1000177425450	08/01/2016 - 08/31/2016

Description	Amount	Description	Amount
Beginning Balance	\$13.27	Average Balance	\$247.63
Deposits/Credits	\$300.00	Average Collected Balance	\$247.63
Checks	\$0.00	Number of Days in Statement Period	31
Withdrawals/Debits	\$12.00		
Ending Balance	\$274.73		

Deposits/Credits	Date	Amount	Serial #	Description	Date	Amount	Serial #
	08/05	300.00		DEPOSIT			
Deposits/Credits: 1				Total Items Deposited: 1			

Withdrawals/Debits	Date Paid	Amount	Serial #	Description
	08/31	12.00		MAINTENANCE FEE
Withdrawals/Debits: 1				

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	08/01	13.27	13.27	08/31	274.73	274.73
	08/05	286.73	286.73			

EXHIBIT D - Liquidation Analysis of the Debtor

Real Property	Description		
Property Value	364 Acre Dunmore Ridge	\$756,949.72	
Less Secured Debt			\$1,440,983.53
Less 10% Cost of Sale			\$ 91,000.00
Net Equity (do not enter an amount<0)		\$0.00	
Property Value	Apt Bldg, Office, House	\$135,000.00	
Less Secured Debt			\$262,203.66
Less 10% Cost of Sale			\$ 26,220.00
Net Equity (do not enter an amount<0)		\$0.00	

Equipment

Property Value		\$700,000.00	
Less Liens (secured portions only)			\$1,115,000.00
Less a 10% Cost of Sale			\$47,000.00-\$64,000.00
Net Equity		\$0.00	
Eversoles		\$13,300.00	
			\$0.00
			\$0.00
		\$13,300.00	
Armel House		\$15,000.00	
			\$0.00
			\$0.00
		\$15,000.00	
Cacapon - Real Estate		\$ unknown	
Saville Receivable - estimated net		\$100,000.00	

LIQUIDATION COMPARISON

Outcome under Chapter 7

Total Net Equity		\$128,300.00	
Less Chapter 7 Trustee's Fees (25% of first \$5,000)			\$9,665.00

10% of \$5,001 to \$50,000		
5% of \$50,0001 to \$1,000,000)		
Less Chapter 7 Trustee's Attorney Fees		\$5,000.00
Less Payments of Priority Claims		
Amount Payable to General Unsecured Claims	\$27,169.83 to \$180,180.50	
Total General Unsecured Claims		
Percent Distribution	\$28,300.00	\$113,635.00

Outcome under Proposed Plan

The Debtor proposes to pay allowed priority creditors in full, certain unsecured creditors in full and a 5% distribution to general unsecured creditors or the deficiency balance on secured claims. Based on the proposed distribution, creditors are in a better position under Debtor's plan.

EXHIBIT E - Income Projection

The Debtor has been awarded a project that will generate \$50-75,000.00 per month for approximately one year.

The Debtor estimates that the cost of operations would be approximately \$44,900.00 per month, based on an average monthly gross of \$62,500.00, resulting in cash available to service debt and obtain replacement equipment of \$17,600.00 per month. The plan as proposed, requires approximately \$11,000.00 per month to fund, leaving funds for equipment leasing, equipment acquisition, administrative expenses and income taxes for a total available of \$6,600.00.

The sale of the real estate described herein to Eversoles should generate \$28,300.00. Additionally, the Cacapon property, based on the assessment could generate additional funds. However, the debtor is not certain of the marketability of this tract.

The debtor has ongoing discussions with attorneys concerning pursuing Royce Saville. If successful, collection could yield \$200,000.00, less attorney fees, for creditors of Whitacre Farms, LLC.